
TREATIES AND CONVENTIONS

CONCLUDED BY THE

UNITED STATES OF AMERICA

WITH

FOREIGN NATIONS

TREATIES AND CONVENTIONS.

International convention to suppress the slave trade and slavery. Signed at Geneva, September 25, 1926; adherence advised by the Senate, with reservation, February 25, 1929; adherence declared by the President, March 1, 1929; declaration of adherence of the United States, deposited at Geneva, March 21, 1929; proclaimed March 23, 1929.

September 25, 1926.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS, a Convention to Suppress the Slave Trade and Slavery was concluded on the 25th day of September, 1926, at Geneva, Switzerland, between the Governments of Albania, Germany, Austria, Belgium, the British Empire, the Dominion of Canada, the Commonwealth of Australia, the Union of South Africa, the Dominion of New Zealand, and India, Bulgaria, China, Colombia, Cuba, Denmark, Spain, Estonia, Ethiopia, Finland, France, Greece, Italy, Latvia, Liberia, Lithuania, Norway, Panama, the Netherlands, Persia, Poland, Portugal, Rumania, the Kingdom of the Serbs, Croats and Slovenes, Sweden, Czechoslovakia and Uruguay, which Convention, in the English and French languages, is word for word as follows:

International Convention to Suppress Slave Trade and Slavery.
Preamble.

CONVENTION RELATIVE A L'ESCLAVAGE

Contracting Powers. L'ALBANIE, L'ALLEMAGNE, L'AUTRICHE, la BELGIQUE, L'EMPIRE BRITANNIQUE, le CANADA, le COMMONWEALTH D'AUSTRALIE, L'UNION SUD-AFRICAINE, le DOMINION DE LA NOUVELLE-ZÉLANDE et L'INDE, la BULGARIE, la CHINE, la COLOMBIE, CUBA, le DANEMARK, L'ESPAGNE, L'ESTONIE, L'ETHIOPIE, la FINLANDE, la FRANCE, la GRÈCE, L'ITALIE, la LETONIE, le LIBÉRIA, la LITHUANIE, la NORVÈGE, le PANAMA, les PAYS-BAS, la PERSE, la POLOGNE, le PORTUGAL, la ROUMANIE, le ROYAUME DES SERBES, CROATES ET SLOVÈNES, la SUÈDE, la TCHÉCOSLOVAQUIE et L'URUGUAY,

Declaration of intention. Considérant que les signataires de l'Acte général de la Conférence de Bruxelles de 1889-90 se sont déclarés également animés de la ferme intention de mettre fin au trafic des esclaves en Afrique;

Considérant que les signataires de la Convention de Saint-Germain-en-Laye de 1919, ayant pour objet la revision de l'Acte général de Berlin de 1885, et de l'Acte général de la Déclaration de Bruxelles de 1890, ont affirmé leur intention de réaliser la suppression complète de l'esclavage, sous toutes ses formes, et de la traite des esclaves par terre et par mer;

Prenant en considération le rapport de la Commission temporaire de l'esclavage, nommée par le Conseil de la Société des Nations le 12 juin 1924;

Désireux de compléter et de développer l'œuvre réalisée grâce à l'Acte de Bruxelles et de trouver le moyen de donner effet pratique, dans le monde entier, aux intentions exprimées, en ce qui concerne la traite des esclaves et l'esclavage, par les signataires de la Convention de Saint-Germain-en-Laye, et reconnaissant qu'il est nécessaire de conclure à cet effet des arrangements plus détaillés que ceux qui figurent dans cette convention;

Estimant, en outre, qu'il est nécessaire d'empêcher que le travail forcé n'amène des conditions analogues à celles de l'esclavage,

Ont décidé de conclure une convention et ont désigné comme plénipotentiaires à cet effet:

Plenipotentiaries.

LE PRÉSIDENT DU CONSEIL SUPRÊME D'ALBANIE:

Le D^r D. DINO, envoyé extraordinaire et ministre plénipotentiaire près Sa Majesté le Roi d'Italie.

LE PRÉSIDENT DU REICH ALLEMAND:

Le D^r Carl von SCHUBERT, secrétaire d'Etat du Ministère des Affaires étrangères.

LE PRÉSIDENT DE LA RÉPUBLIQUE FÉDÉRALE D'AUTRICHE:

M. Emerich von PFLÜGL, envoyé extraordinaire et ministre plénipotentiaire, représentant du Gouvernement fédéral auprès de la Société des Nations.

SA MAJESTÉ LE ROI DES BELGES:

M. L. DE BROUCKÈRE, membre du Sénat, premier délégué de la Belgique à la septième Session ordinaire de l'Assemblée de la Société des Nations.

SLAVERY CONVENTION

ALBANIA, GERMANY, AUSTRIA, BELGIUM, the BRITISH EMPIRE, CANADA, the COMMONWEALTH OF AUSTRALIA, the UNION OF SOUTH AFRICA, the DOMINION OF NEW ZEALAND, and INDIA, BULGARIA, CHINA, COLOMBIA, CUBA, DENMARK, SPAIN, ESTONIA, ABYSSINIA, FINLAND, FRANCE, GREECE, ITALY, LATVIA, LIBERIA, LITHUANIA, NORWAY, PANAMA, the NETHERLANDS, PERSIA, POLAND, PORTUGAL, ROUMANIA, the KINGDOM OF THE SERBS, CROATS AND SLOVENES, SWEDEN, CZECHOSLOVAKIA and URUGUAY,

Contracting Powers.

Whereas the signatories of the General Act of the Brussels Conference of 1889-90 declared that they were equally animated by the firm intention of putting an end to the traffic in African slaves;

Declaration of intention.

Whereas the signatories of the Convention of Saint-Germain-en-Laye of 1919 to revise the General Act of Berlin of 1885 and the General Act and Declaration of Brussels of 1890 affirmed their intention of securing the complete suppression of slavery in all its forms and of the slave trade by land and sea;

Taking into consideration the report of the Temporary Slavery Commission appointed by the Council of the League of Nations on June 12th, 1924;

Desiring to complete and extend the work accomplished under the Brussels Act and to find a means of giving practical effect throughout the world to such intentions as were expressed in regard to slave trade and slavery by the signatories of the Convention of Saint-Germain-en-Laye, and recognising that it is necessary to conclude to that end more detailed arrangements than are contained in that Convention;

Considering, moreover, that it is necessary to prevent forced labour from developing into conditions analogous to slavery,

Have decided to conclude a Convention and have accordingly appointed as their Plenipotentiaries:

THE PRESIDENT OF THE SUPREME COUNCIL OF ALBANIA:

Dr. D. DINO, Envoy Extraordinary and Minister Plenipotentiary to His Majesty the King of Italy.

Plenipotentiaries.

THE PRESIDENT OF THE GERMAN REICH:

Dr. Carl von Schubert, Secretary of State for Foreign Affairs.

THE PRESIDENT OF THE FEDERAL AUSTRIAN REPUBLIC:

M. Emerich von Pflügl, Envoy Extraordinary and Minister Plenipotentiary, Representative of the Federal Government accredited to the League of Nations.

HIS MAJESTY THE KING OF THE BELGIANS:

M. L. de Brouckère, Member of the Senate, First Delegate of Belgium to the Seventh Ordinary Session of the Assembly of the League of Nations.

Plenipotentiaries—
Continued.

SA MAJESTÉ LE ROI DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE ET DES DOMINIONS BRITANNIQUES AU DELA DES MERS, EMPEREUR DES INDES:

Le très honorable vicomte CECIL OF CHELWOOD, K. C. chancelier du Duché de Lancastre.

POUR LE DOMINION DU CANADA:

Le très honorable sir George E. FOSTER, G. C. M. G., P. C., L. L. D., sénateur, membre du Conseil privé pour le Canada.

POUR LE COMMONWEALTH D'AUSTRALIE:

L'honorable J. G. LATHAM, C. M. G., K. C., M. P., procureur général du Commonwealth.

POUR L'UNION SUD-AFRICAINE:

M. Jacobus Stephanus SMIT, haut commissaire de l'Union à Londres.

POUR le DOMINION DE LA NOUVELLE-ZÉLANDE:

L'honorable sir James PARR, K. C. M. G., haut commissaire à Londres.

ET POUR L'INDE:

Sir William Henry Hoare VINCENT, G. C. I. E., K. C. S. I., membre du Conseil du secrétaire d'Etat pour l'Inde, ancien membre du Conseil exécutif du gouverneur général de l'Inde.

SA MAJESTÉ LE ROI DES BULGARES:

M. D. MIKOFF, chargé d'affaires à Berne, représentant permanent du Gouvernement bulgare auprès de la Société des Nations.

LE CHEF EXÉCUTIF DE LA RÉPUBLIQUE DE CHINE:

M. CHAO-HSIN CHU, envoyé extraordinaire et ministre plénipotentiaire à Rome.

LE PRÉSIDENT DE LA RÉPUBLIQUE DE COLOMBIE:

Le Dr Francisco José URRUTIA, envoyé extraordinaire et ministre plénipotentiaire près le Conseil fédéral suisse, représentant de la Colombie au Conseil de la Société des Nations.

LE PRÉSIDENT DE LA RÉPUBLIQUE DE CUBA:

M. A. DE AGÜERO Y BETHANCOURT, envoyé extraordinaire et ministre plénipotentiaire près le Président du Reich allemand et le Président de la République fédérale d'Autriche.

SA MAJESTÉ LE ROI DE DANEMARK ET D'ISLANDE:

M. Herluf ZAHLE, envoyé extraordinaire et ministre plénipotentiaire près le Président du Reich allemand.

SA MAJESTÉ LE ROI D'ESPAGNE:

M. M. Lopez ROBERTS, marquis DE LA TORREHERMOSA, envoyé extraordinaire et ministre plénipotentiaire près le Conseil fédéral suisse.

LE PRÉSIDENT DE RÉPUBLIQUE D'ESTONIE:

Le général Johan LAIDONER, député, président de la Commission des Affaires étrangères et de la Défense nationale.

SA MAJESTÉ L'IMPÉRATRICE REINE DES ROIS D'ETHIOPIE ET SON ALTESSE IMPÉRIALE ET ROYALE LE PRINCE RÉGENT ET HÉRITIER DU TRÔNE:

Le Dedjazmatch GUETATCHOU, ministre de l'Intérieur;

Lidj Makonnen ENDELKATCHOU;

Kentiba GEBROU;

Ato TASFAE, secrétaire du Service impérial de la Société des Nations à Addis-Abeba.

LE PRÉSIDENT DE LA RÉPUBLIQUE DE FINLANDE:

M. Rafael W. ERICH, envoyé extraordinaire et ministre plénipotentiaire près le Conseil fédéral suisse, délégué permanent de la Finlande auprès de la Société des Nations.

HIS MAJESTY THE KING OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND AND OF THE BRITISH DOMINIONS BEYOND THE SEAS, EMPEROR OF INDIA: Plenipotentiaries—
Continued.

The Right Honourable Viscount CECIL OF CHELWOOD, K. C.,
Chancellor of the Duchy of Lancaster.

FOR THE DOMINION OF CANADA:

The Right Honourable Sir George E. FOSTER, G. C. M. G.,
P. C., L. L. D., Senator, Member of the King's Privy
Council for Canada.

FOR THE COMMONWEALTH OF AUSTRALIA:

The Honourable J. G. LATHAM, C. M. G., K. C., M. P.,
Attorney-General of the Commonwealth.

FOR THE UNION OF SOUTH AFRICA:

Mr. Jacobus Stephanus SMIT, High Commissioner of the
Union in London.

FOR THE DOMINION OF NEW ZEALAND:

The Honourable Sir James PARR, K. C. M. G., High Com-
missioner in London.

AND FOR INDIA:

Sir William Henry Hoare VINCENT, G. C. I. E., K. C. S. I.,
Member of the Council of the Secretary of State for
India, former Member of the Executive Council of the
Governor-General of India.

HIS MAJESTY THE KING OF THE BULGARIANS:

M. D. MIKOFF, Chargé d'Affaires at Berne, Permanent repre-
sentative of the Bulgarian Government accredited to the
League of Nations.

THE CHIEF EXECUTIVE OF THE CHINESE REPUBLIC:

M. CHAO-HSIN CHU, Envoy Extraordinary and Minister Pleni-
potentiary at Rome.

THE PRESIDENT OF THE REPUBLIC OF COLOMBIA:

Dr. FRANCISCO JOSÉ URRUTIA, Envoy Extraordinary and Minister
Plenipotentiary to the Swiss Federal Council, Representative
of Colombia on the Council of the League of Nations.

THE PRESIDENT OF THE REPUBLIC OF CUBA:

M. A. DE AGÜERO Y BETHANCOURT, Envoy Extraordinary and
Minister Plenipotentiary to the President of the German Reich
and to the President of the Austrian Federal Republic.

HIS MAJESTY THE KING OF DENMARK AND ICELAND:

M. Herluf ZAHLE, Envoy Extraordinary and Minister Pleni-
potentiary to the President of the German Reich.

HIS MAJESTY THE KING OF SPAIN:

M. M. LOPEZ ROBERTS, Marquis DE LA TORREHERMOSA, Envoy
Extraordinary and Minister Plenipotentiary to the Swiss
Federal Council.

THE PRESIDENT OF THE ESTONIAN REPUBLIC:

General JOHAN LAIDONER, Member of Parliament, President of
the Committee for Foreign Affairs and National Defence.

HER MAJESTY THE EMPRESS AND QUEEN OF THE KINGS OF ABYSSINIA
AND HIS IMPERIAL AND ROYAL HIGHNESS THE PRINCE REGENT
AND HEIR TO THE THRONE:

Dedjazmatch GUETATCHOU, Minister of the Interior;

Lidj Makonnen ENDELKATCHOU;

Kentiba GEBROU;

Ato TASFAE, Secretary of the Imperial League of Nations
Department at Addis-Abeba.

THE PRESIDENT OF THE REPUBLIC OF FINLAND:

M. Rafael W. ERICH, Envoy Extraordinary and Minister Pleni-
potentiary to the Swiss Federal Council, Permanent Delegate
of Finland accredited to the League of Nations.

Plenipotentiaries—
Continued.

- LE PRÉSIDENT DE LA RÉPUBLIQUE FRANÇAISE:**
Le comte B. CLAUZEL, ministre plénipotentiaire, chef du Service français de la Société des Nations.
- LE PRÉSIDENT DE LA RÉPUBLIQUE HELLÉNIQUE:**
M. D. CACLAMANOS, envoyé extraordinaire et ministre plénipotentiaire près Sa Majesté britannique;
M. V. DENDRAMIS, chargé d'affaires à Berne, délégué permanent auprès de la Société des Nations.
- SA MAJESTÉ LE ROI D'ITALIE:**
Le professeur Vittorio SCIALOJA, ministre d'Etat, sénateur, représentant de l'Italie au Conseil de la Société des Nations.
- LE PRÉSIDENT DE LA RÉPUBLIQUE DE LETTONIE:**
M. Charles DUZMANS, représentant permanent auprès de la Société des Nations.
- LE PRÉSIDENT DE LA RÉPUBLIQUE DE LIBÉRIA:**
Le baron Rodolphe A. LEHMANN, envoyé extraordinaire et ministre plénipotentiaire près le Président de la République française, délégué permanent auprès de la Société des Nations.
- LE PRÉSIDENT DE LA RÉPUBLIQUE DE LITHUANIE:**
M. V. SIDZIKAVSKAS, envoyé extraordinaire et ministre plénipotentiaire près le Président du Reich allemand.
- SA MAJESTÉ LE ROI DE NORVÈGE:**
Le D^r Fridtjof NANSEN, professeur à l'Université d'Oslo.
- LE PRÉSIDENT DE LA RÉPUBLIQUE DE PANAMA:**
Le D^r Eusebio A. MORALES, professeur de droit à la Faculté nationale de Panama, ministre des Finances.
- SA MAJESTÉ LA REINE DES PAYS-BAS:**
Le jonkheer W. F. VAN LENNEP, chargé d'affaires *a. i.* des Pays-Bas à Berne.
- SA MAJESTÉ L'EMPEREUR DE PERSE:**
Son Altesse le prince ARFA, ambassadeur, délégué de la Perse à la Société des Nations.
- LE PRÉSIDENT DE LA RÉPUBLIQUE DE POLOGNE:**
M. Auguste ZALESKI, ministre des Affaires étrangères.
- LE PRÉSIDENT DE LA RÉPUBLIQUE DE PORTUGAL:**
Le D^r A. DE VASCONCELLOS, ministre plénipotentiaire chargé du Département de la Société des Nations au Ministère des Affaires étrangères.
- SA MAJESTÉ LE ROI DE ROUMANIE:**
M. N. TITULESCO, professeur à l'Université de Bucarest, envoyé extraordinaire et ministre plénipotentiaire près Sa Majesté britannique, représentant de la Roumanie au Conseil de la Société des Nations.
- SA MAJESTÉ LE ROI DES SERBES, CROATES ET SLOVÈNES:**
Le D^r M. JOVANOVITCH, envoyé extraordinaire et ministre plénipotentiaire près le Conseil fédéral suisse, délégué permanent auprès de la Société des Nations.
- SA MAJESTÉ LE ROI DE SUÈDE:**
M. Einar HENNINGS, envoyé extraordinaire et ministre plénipotentiaire près le Conseil fédéral suisse.
- LE PRÉSIDENT DE LA RÉPUBLIQUE TCHÉCOSLOVAQUE:**
M. Ferdinand VEVERKA, envoyé extraordinaire et ministre plénipotentiaire près le Conseil fédéral suisse.
- LE PRÉSIDENT DE LA RÉPUBLIQUE DE L'URUGUAY:**
M. B. FERNANDEZ Y MEDINA, envoyé extraordinaire et ministre plénipotentiaire près Sa Majesté le Roi d'Espagne.
- Lesquels, après avoir exhibé leurs pleins pouvoirs, sont convenus des dispositions suivantes:

- THE PRESIDENT OF THE FRENCH REPUBLIC:**
 Count B. CLAUZEL, Minister Plenipotentiary, Head of the French League of Nations Department. Plenipotentiaries--
Continued.
- THE PRESIDENT OF THE HELLENIC REPUBLIC:**
 M. D. CACLAMANOS, Envoy Extraordinary and Minister Plenipotentiary to His Britannic Majesty.
 M. V. DENDRAMIS, Chargé d'Affaires at Berne, Permanent Delegate accredited to the League of Nations.
- HIS MAJESTY THE KING OF ITALY:**
 Professor Vittorio SCIALOJA, Minister of State, Senator, Representative of Italy on the Council of the League of Nations.
- THE PRESIDENT OF THE REPUBLIC OF LATVIA:**
 M. Charles DUZMANS, Permanent Representative accredited to the League of Nations.
- THE PRESIDENT OF THE REPUBLIC OF LIBERIA:**
 Baron Rodolphe A. LEHMANN, Envoy Extraordinary and Minister Plenipotentiary to the President of the French Republic, Permanent Delegate accredited to the League of Nations.
- THE PRESIDENT OF THE REPUBLIC OF LITHUANIA:**
 M. V. SIDZIKAUSKAS, Envoy Extraordinary and Minister Plenipotentiary to the President of the German Reich.
- HIS MAJESTY THE KING OF NORWAY:**
 Dr. Fridtjof NANSEN, Professor at the University of Oslo.
- THE PRESIDENT OF THE REPUBLIC OF PANAMA:**
 Dr. Eusebio A. MORALES, Professor of Law at the Panama National Faculty, Finance Minister.
- HER MAJESTY THE QUEEN OF THE NETHERLANDS:**
 Jonkheer W. F. VAN LENNEP, Chargé d'Affaires *a. i.* of the Netherlands at Berne.
- HIS MAJESTY THE EMPEROR OF PERSIA:**
 His Highness Prince ARFA, Ambassador, Delegate of Persia accredited to the League of Nations.
- THE PRESIDENT OF THE POLISH REPUBLIC:**
 M. Auguste ZALESKI, Minister for Foreign Affairs.
- THE PRESIDENT OF THE REPUBLIC OF PORTUGAL:**
 Dr. A. DE VASCONCELLOS, Minister Plenipotentiary, in charge of the League of Nations Department at the Ministry for Foreign Affairs.
- HIS MAJESTY THE KING OF ROUMANIA:**
 M. N. TITULESCO, Professor at the University of Bucharest, Envoy Extraordinary and Minister Plenipotentiary to His Britannic Majesty, Representative of Roumania on the Council of the League of Nations.
- HIS MAJESTY THE KING OF THE SERBS, CROATS AND SLOVENES:**
 Dr. M. JOVANOVITCH, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council, Permanent Delegate accredited to the League of Nations.
- HIS MAJESTY THE KING OF SWEDEN:**
 M. Einar HENNINGS, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council.
- THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC:**
 M. Ferdinand VEVERKA, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council.
- THE PRESIDENT OF THE REPUBLIC OF URUGUAY:**
 M. B. FERNANDEZ Y MEDINA, Envoy Extraordinary and Minister Plenipotentiary to His Majesty the King of Spain.
- Who, having communicated their full powers, have agreed as follows:

Article premier.

Definitions.

Aux fins de la présente convention, il est entendu que:

Slavery.

1° L'esclavage est l'état ou condition d'un individu sur lequel s'exercent les attributs du droit de propriété ou certains d'entre eux;

Slave trade.

2° La traite des esclaves comprend tout acte de capture, d'acquisition ou de cession d'un individu en vue de le réduire en esclavage; tout acte d'acquisition d'un esclave en vue de le vendre ou de l'échanger; tout acte de cession par vente ou échange d'un esclave acquis en vue d'être vendu ou échangé, ainsi qu'en général, tout acte de commerce ou de transport d'esclaves.

Article 2.

Territorial undertaking.

Les Hautes Parties contractantes s'engagent, en tant qu'elles n'ont pas déjà pris les mesures nécessaires, et chacune en ce qui concerne les territoires placés sous sa souveraineté, juridiction, protection, suzeraineté ou tutelle:

Prevention of slave trade.

a) A prévenir et réprimer la traite des esclaves;

Abolition of slavery.

b) A poursuivre la suppression complète de l'esclavage sous toutes ses formes, d'une manière progressive et aussitôt que possible.

Article 3.

Measures to prevent transporting, etc., slaves in territorial waters to be adopted.

Les Hautes Parties contractantes s'engagent à prendre toutes mesures utiles en vue de prévenir et réprimer l'embarquement, le débarquement et le transport des esclaves dans leurs eaux territoriales, ainsi qu'en général, sur tous les navires arborant leurs pavillons respectifs.

General convention regarding slave trade to be negotiated.

Les Hautes Parties contractantes s'engagent à négocier, aussitôt que possible, une convention générale sur la traite des esclaves leur donnant des droits et leur imposant des obligations de même nature que ceux prévus dans la Convention du 17 juin 1925 concernant le commerce international des armes (Articles 12, 20, 21, 22, 23, 24 et paragraphes 3, 4, 5 de la section II de l'annexe II), sous réserve des adaptations nécessaires, étant entendu que cette convention générale ne placera les navires (même de petit tonnage) d'aucune des Hautes Parties contractantes dans une autre position que ceux des autres Hautes Parties contractantes.

Special mutual agreements prior to general convention.

Il est également entendu qu'avant comme après l'entrée en vigueur de ladite convention générale, les Hautes Parties contractantes gardent toute liberté de passer entre elles, sans toutefois déroger aux principes stipulés dans l'alinéa précédent, tels arrangements particuliers qui, en raison de leur situation spéciale, leur paraîtraient convenables pour arriver le plus promptement possible à la disparition totale de la traite.

Article 4.

Assistance in abolishing slavery.

Les Hautes Parties contractantes se prêteront mutuellement assistance pour arriver à la suppression de l'esclavage et de la traite des esclaves.

Article 5.

Compulsory or forced labor agreement.

Les Hautes Parties contractantes reconnaissent que le recours au travail forcé ou obligatoire peut avoir de graves conséquences et s'engagent, chacune en ce qui concerne les territoires soumis à sa souveraineté, juridiction, protection, suzeraineté ou tutelle, à prendre des mesures utiles pour éviter que le travail forcé ou obligatoire n'amènent des conditions analogues à l'esclavage.

Article 1.

For the purpose of the present Convention, the following definitions are agreed upon: Definitions.

(1) Slavery is the status or condition of a person over whom any or all of the powers attaching to the right of ownership are exercised. Slavery.

(2) The slave trade includes all acts involved in the capture, acquisition or disposal of a person with intent to reduce him to slavery; all acts involved in the acquisition of a slave with a view to selling or exchanging him; all acts of disposal by sale or exchange of a slave acquired with a view to being sold or exchanged, and, in general, every act of trade or transport in slaves. Slave trade.

Article 2.

The High Contracting Parties undertake, each in respect of the territories placed under its sovereignty, jurisdiction, protection, suzerainty or tutelage, so far as they have not already taken the necessary steps: Territorial undertaking.

(a) To prevent and suppress the slave trade; Prevention of slave trade.

(b) To bring about, progressively and as soon as possible, the complete abolition of slavery in all its forms. Abolition of slavery.

Article 3.

The High Contracting Parties undertake to adopt all appropriate measures with a view to preventing and suppressing the embarkation, disembarkation and transport of slaves in their territorial waters and upon all vessels flying their respective flags. Measures to prevent transporting, etc., slaves on vessels in territorial waters to be adopted.

The High Contracting Parties undertake to negotiate as soon as possible a general Convention with regard to the slave trade which will give them rights and impose upon them duties of the same nature as those provided for in the Convention of June 17th, 1925, relative to the International Trade in Arms (Articles 12, 20, 21, 22, 23, 24, and paragraphs 3, 4 and 5 of Section II of Annex II), with the necessary adaptations, it being understood that this general Convention will not place the ships (even of small tonnage) of any High Contracting Parties in a position different from that of the other High Contracting Parties. General convention regarding slave trade to be negotiated.

It is also understood that, before or after the coming into force of this general Convention, the High Contracting Parties are entirely free to conclude between themselves, without, however, derogating from the principles laid down in the preceding paragraph, such special agreements as, by reason of their peculiar situation, might appear to be suitable in order to bring about as soon as possible the complete disappearance of the slave trade. Special mutual agreements prior to general convention.

Article 4.

The High Contracting Parties shall give to one another every assistance with the object of securing the abolition of slavery and the slave trade. Assistance in abolishing slavery.

Article 5.

The High Contracting Parties recognise that recourse to compulsory or forced labour may have grave consequences and undertake, each in respect of the territories placed under its sovereignty, jurisdiction, protection, suzerainty or tutelage, to take all necessary measures to prevent compulsory or forced labour from developing into conditions analogous to slavery. Compulsory or forced labor agreement.

Il est entendu :

Enacted only for public purposes.
Post, p. 2198.

1° Que, sous réserve des dispositions transitoires énoncées au paragraphe 2 ci-dessous, le travail forcé ou obligatoire ne peut être exigé que pour des fins publiques;

Endeavor to end, when used otherwise.

2° Que, dans les territoires où le travail forcé ou obligatoire, pour d'autres fins que des fins publiques, existe encore, les Hautes Parties contractantes s'efforceront d'y mettre progressivement fin, aussi rapidement que possible, et que, tant que ce travail forcé ou obligatoire existera, il ne sera employé qu'à titre exceptionnel, contre une rémunération adéquate et à la condition qu'un changement du lieu habituel de résidence ne puisse être imposé;

Responsibility of territorial authorities.

3° Et que, dans tous les cas, les autorités centrales compétentes du territoire intéressé assumeront la responsabilité du recours au travail forcé ou obligatoire.

Article 6.

Laws to punish infractions to be enacted.

Les Hautes Parties contractantes dont la législation ne serait pas dès à présent suffisante pour réprimer les infractions aux lois et règlements édictés en vue de donner effet aux fins de la présente convention, s'engagent à prendre les mesures nécessaires pour que ces infractions soient punies de peines sévères.

Article 7.

Mutual communication of laws, etc., applicable hereto.

Les Hautes Parties contractantes s'engagent à se communiquer entre elles et à communiquer au Secrétaire général de la Société des Nations les lois et règlements qu'elles édicteront en vue de l'application des stipulations de la présente convention.

Article 8.

Settlement of disputes.

Les Hautes Parties contractantes conviennent que tous les différends qui pourraient s'élever entre elles au sujet de l'interprétation ou de l'application de la présente convention seront, s'ils ne peuvent être réglés par des négociations directes, envoyés pour décision à la Cour permanente de Justice internationale. Si les Etats entre lesquels surgit un différend, ou l'un d'entre eux, n'étaient pas Parties au Protocole du 16 décembre 1920, relatif à la Cour permanente de Justice internationale, ce différend sera soumis, à leur gré et conformément aux règles constitutionnelles de chacun d'eux, soit à la Cour permanente de Justice internationale, soit à un tribunal d'arbitrage constitué conformément à la Convention du 18 octobre 1907 pour le règlement pacifique des conflits internationaux, soit à tout autre tribunal d'arbitrage.

Vol. 36, p. 2221.

Article 9.

Reservations allowed in acceptances to Convention.

Chacune des Hautes Parties contractantes peut déclarer, soit au moment de sa signature, soit au moment de sa ratification ou de son adhésion, que, en ce qui concerne l'application des stipulations de la présente convention ou de quelques-unes d'entre elles, son acceptation n'engage pas soit l'ensemble, soit tel des territoires placés sous sa souveraineté, juridiction, protection, suzeraineté ou tutelle, et peut ultérieurement adhérer séparément, en totalité ou en partie, au nom de l'un quelconque d'entre eux.

It is agreed that:

(1) Subject to the transitional provisions laid down in paragraph (2) below, compulsory or forced labour may only be exacted for public purposes. Exacted only for public purposes. Post, p. 2198.

(2) In territories in which compulsory or forced labour for other than public purposes still survives, the High Contracting Parties shall endeavour progressively and as soon as possible to put an end to the practice. So long as such forced or compulsory labour exists, this labour shall invariably be of an exceptional character, shall always receive adequate remuneration, and shall not involve the removal of the labourers from their usual place of residence. Endeavor to end, when used otherwise.

(3) In all cases, the responsibility for any recourse to compulsory or forced labour shall rest with the competent central authorities of the territory concerned. Responsibility of territorial authorities.

Article 6.

Those of the High Contracting Parties whose laws do not at present make adequate provision for the punishment of infractions of laws and regulations enacted with a view to giving effect to the purposes of the present Convention undertake to adopt the necessary measures in order that severe penalties may be imposed in respect of such infractions. Laws to punish infractions to be enacted.

Article 7.

The High Contracting Parties undertake to communicate to each other and to the Secretary-General of the League of Nations any laws and regulations which they may enact with a view to the application of the provisions of the present Convention. Mutual communication of laws, etc., applicable hereto.

Article 8.

The High Contracting Parties agree that disputes arising between them relating to the interpretation or application of this Convention shall, if they cannot be settled by direct negotiation, be referred for decision to the Permanent Court of International Justice. In case either or both of the States Parties to such a dispute should not be parties to the Protocol of December 16th, 1920, relating to the Permanent Court of International Justice, the dispute shall be referred, at the choice of the Parties and in accordance with the constitutional procedure of each State, either to the Permanent Court of International Justice or to a court of arbitration constituted in accordance with the Convention of October 18th, 1907, for the Pacific Settlement of International Disputes, or to some other court of arbitration. Settlement of disputes.

Vol. 36, p. 2221.

Article 9.

At the time of signature or of ratification or of accession, any High Contracting Party may declare that its acceptance of the present Convention does not bind some or all of the territories placed under its sovereignty, jurisdiction, protection, suzerainty or tutelage in respect of all or any provisions of the Convention; it may subsequently accede separately on behalf of any one of them or in respect of any provision to which any one of them is not a party. Reservations allowed in acceptances to Convention.

Article 10.

Notification of denunciation by a Contracting Party.

S'il arrivait qu'une des Hautes Parties contractantes voulût dénoncer la présente convention, la dénonciation sera notifiée par écrit au Secrétaire général de la Société des Nations, qui communiquera immédiatement une copie certifiée conforme de la notification à toutes les autres Hautes Parties contractantes, en leur faisant savoir la date à laquelle il l'a reçue.

Effective only to State denouncing.

La dénonciation ne produira ses effets qu'à l'égard de l'Etat qui l'aura notifiée, et un an après que la notification en sera parvenue au Secrétaire général de la Société des Nations.

Separate denunciation for territory under sovereignty, etc., of a State.

La dénonciation pourra également être effectuée séparément pour tout territoire placé sous sa souveraineté, juridiction, protection, suzeraineté ou tutelle.

Article 11.

Date of Convention.

La présente convention, qui portera la date de ce jour et dont les textes français et anglais feront également foi, restera ouverte jusqu'au 1^{er} avril 1927 à la signature des Etats membres de la Société des Nations.

Accession invited to non-signing States, etc.

Le Secrétaire général de la Société des Nations portera ensuite la présente convention à la connaissance des Etats non signataires, y compris les Etats qui ne sont pas Membres de la Société des Nations, en les invitant à y adhérer.

Notice of intention to accede.

L'Etat qui désire adhérer notifiera par écrit son intention au Secrétaire général de la Société des Nations en lui transmettant l'acte d'adhésion, qui sera déposé dans les archives de la Société.

Copy to all other Parties.

Le Secrétaire général transmettra immédiatement à toutes les autres Hautes Parties contractantes une copie certifiée conforme de la notification ainsi que de l'acte d'adhésion, en indiquant la date à laquelle il les a reçus.

Article 12.

Ratification and deposit thereof.

La présente convention sera ratifiée et les instruments de ratification en seront déposés au Bureau du Secrétaire général de la Société des Nations, qui en fera la notification aux Hautes Parties contractantes.

Operative when ratification deposited.

La convention produira ses effets pour chaque Etat dès la date du dépôt de sa ratification ou de son adhésion.

En foi de quoi les plénipotentiaires ont revêtu la présente convention de leur signataires.

Signatures.

FAIT à Genève, le vingt-cinq septembre mil neuf cent vingt-six, en un seul exemplaire, qui restera déposé dans les archives de la Société des Nations, et une copie certifiée conforme sera remise à chacun des Etats signataires.

Article 10.

In the event of a High Contracting Party wishing to denounce the present Convention, the denunciation shall be notified in writing to the Secretary-General of the League of Nations, who will at once communicate a certified true copy of the notification to all the other High Contracting Parties, informing them of the date on which it was received.

Notification of denunciation by a Contracting Party.

The denunciation shall only have effect in regard to the notifying State, and one year after the notification has reached the Secretary-General of the League of Nations.

Effective only to State denouncing.

Denunciation may also be made separately in respect of any territory placed under its sovereignty, jurisdiction, protection, suzerainty or tutelage.

Separate denunciation for territory under sovereignty, etc., of a State.

Article 11.

The present Convention, which will bear this day's date and of which the French and English texts are both authentic, will remain open for signature by the States Members of the League of Nations until April 1st, 1927.

Date of Convention.

The Secretary-General of the League of Nations will subsequently bring the present Convention to the notice of States which have not signed it, including States which are not Members of the League of Nations, and invite them to accede thereto.

Accession invited to nonsigning States, etc.

A State desiring to accede to the Convention shall notify its intention in writing to the Secretary-General of the League of Nations and transmit to him the instrument of accession, which shall be deposited in the archives of the League.

Notice of intention to accede.

The Secretary-General shall immediately transmit to all the other High Contracting Parties a certified true copy of the notification and of the instrument of accession, informing them of the date on which he received them.

Copy to all other Parties.

Article 12.

The present Convention will be ratified and the instruments of ratification shall be deposited in the office of the Secretary-General of the League of Nations. The Secretary-General will inform all the High Contracting Parties of such deposit.

Ratification and deposit thereof.

The Convention will come into operation for each State on the date of the deposit of its ratification or its accession.

Operative when ratification deposited.

In faith whereof the Plenipotentiaries have signed the present Convention.

DONE at Geneva the twenty-fifth day of September, one thousand nine hundred and twenty-six, in one copy, which will be deposited in the archives of the League of Nations. A certified copy shall be forwarded to each signatory State.

Signatures.

ALBANIE	D. DINO	ALBANIA
ALLEMAGNE	Dr. Carl von SCHUBERT	GERMANY
AUTRICHE	Emèrich PFLÜGL	AUSTRIA
BELGIQUE	L. DE BROUCKÈRE	BELGIUM
EMPIRE BRITANNIQUE	I declare that my signature does not bind India or any British Dominion which is a separate member of the League of Nations and does not separately sign or accede to the Convention. ¹	BRITISH EMPIRE

CECIL

¹ Traduction du Secrétariat de la Société des Nations:
Je déclare que ma signature n'engage ni l'Inde ni aucun des Dominions britannique, qui font partie, à titre de membres distincts, de la Société des Nations, et qui ne signent ou n'adhèrent pas séparément à la convention.

CANADA	George Eulas FOSTER	CANADA
AUSTRALIE	J. G. LATHAM	AUSTRALIA
UNION SUD- AFRICAINÉ ¹	J. S. SMIT	UNION OF SOUTH AFRICA ¹
NOUVELLE-ZÉLANDE	J. C. PARR	NEW ZEALAND
INDE		

Ante, p. 2198.

Under the terms of Article 9 of this Convention I declare that my signature is not binding as regards the enforcement of the provisions of Article 2, subsection (b), Articles 5, 6 and 7 of this Convention upon the following territories; namely, in Burma: the Naga tracts lying West and South of the Hukawng Valley, bounded on the North and West by the Assam boundary, on the East by the Nanphuk River and on the South by the Singaling Hkamti and the Somra Tracts; in Assam, the Sadiya and Balipara Frontier Tracts, the tribal area to the East of the Naga Hills District, up to the Burma boundary, and a small tract in the South of the Lushai Hills District; nor on the territories in India of any Prince or Chief under the *suzerainty* of His Majesty.

Ante, p. 2191.

I also declare that my signature to the Convention is not binding in respect of Article 3 in so far as that Article may require India to enter into any Convention whereby vessels, by reason of the fact that they are owned, fitted out or commanded by Indians, or of the fact that one half of the crew is Indian, are classified as native vessels, or are denied any privilege, right or immunity enjoyed by similar vessels of other States Signatories of the Covenant or are made subject to any liability or disability to which similar ships of such other States are not subject.²

W. H. VINCENT

¹ Cette signature engage le Sud-Ouest Africain.

¹ This signature applies to South-West Africa.

² Traduction du Secréariat de la Société des Nations:

En vertu de l'article 9 de la présente convention, je déclare que ma signature n'engage pas mon pays en ce qui concerne la mise en vigueur de l'article 2, alinéa (b), des articles 5, 6 et 7 de la présente convention dans les territoires suivants, à savoir: en Birmanie, les districts de Naga qui s'étendent à l'ouest et au sud de la vallée du Hukawng, limités au nord et à l'ouest par la frontière de l'Assam, à l'est par la rivière de Nanphuk, et au sud, par le Singaling Hkamti et les districts de Somra; dans l'Assam, les districts frontières de Sadiya et de Balipara, le territoire situé à l'est du district des Naga Hills jusqu'à la frontière birmane, et une petite zone au sud du district des Lushai Hills; ainsi que dans les territoires de l'Inde appartenant à un prince ou chef placés sous la *suzeraineté* de Sa Majesté.

Je déclare également que la signature que j'appose à la convention n'engage pas mon pays, en ce qui concerne l'article 3, dans la mesure où ledit article peut exiger la participation de l'Inde à une convention aux termes de laquelle des navires, parce qu'ils sont possédés, équipés ou commandés par des Indiens, ou parce que la moitié de l'équipage est composée d'Indiens, seraient classés comme navires indigènes ou se verraient refuser tout privilège, droit ou immunité reconnus aux navires similaires des autres Etats signataires du Pacte, ou seraient assujettis à des charges ou à des restrictions de droits qui ne s'étendraient pas aux navires similaires desdits autres Etats.

BULGARIE	D. MIKOFF	BULGARIA
CHINE	CHAO-HSÏN CHU	CHINA
COLOMBIE	Francisco José URRUTIA	COLOMBIA
CUBA	Aristides DE AGÜERO BETHANCOURT	CUBA
DANEMARK	Herluf ZAHLE	DENMARK
ESPAGNE	Pour l'Espagne et les Colonies espagnoles, exception faite du Protectorat espagnol du Maroc ¹ Mauricio Lopez ROBERTS Marquis DE LA TORREHERMOSA	
ESTONIE	J. LAIDONER	ESTONIA
ETHIOPIE	GUETATCHOU MAKONNEN Kentiba GEBROU Ato TASFAE	ABYSSINIA
FINLANDE	Rafael ERICH	FINLAND
FRANCE	B. CLAUZEL	FRANCE
GRÈCE	D. CACLAMANOS V. DENDRAMIS	GREECE
ITALIE	Vitorrio SCIALOJA	ITALY
LETTONIE	Charles DUZMANS	LATVIA
LIBÉRIA	Subject to ratification by the Liberian Senate ² B ^{on} R. LEHMANN	
LITHUANIE	Venceslas SIDZIKAUSKAS	LITHUANIA
NORVÈGE	Fridtjof NANSEN	NORWAY
PANAMA	Eusebio A. MORALES	PANAMA
PAYS-BAS	W. F. VAN LENNEP	NETHERLANDS
PERSE	<i>Ad referendum</i> et en interprétant l'article 3 comme ne pouvant pas obliger la Perse à se lier par aucun arrangement ou convention qui placerait ses navires de n'importe quel tonnage dans la catégorie des navires indigènes prévue par la convention sur le commerce des armes ³ Prince ARFA	
POLOGNE	Auguste ZALESKI	POLAND
PORTUGAL	Augusto de VASCONCELLOS	PORTUGAL
ROUMANIE	N. TITULESCO	ROUMANIA
ROYAUME DES SERBES, CROATES ET SLOVÈNES	M. JOVANOVITCH	KINGDOM OF THE SERBS, CROATS AND SLOVENES

Ante, p. 2191.

¹ Translation by the Secretariat of the League of Nations.

For Spain and the Spanish Colonies, with the exception of the Spanish Protectorate of Morocco.

² Translations by the Secretariat of the League of Nations.

Under réserve de ratification par le Senate libérien.

³ *Ad referendum* and interpreting Article 3 as without power to compel Persia to bind herself by any arrangement or convention which would place her ships of whatever tonnage in the category of native vessels provided for by the Convention on the Trade in Arms.

SUÈDE	Einar HENNINGS	SWEDEN
TCHÉCOSLOVAQUIE	Ferdinand VEVERKA	CZECHOSLOVAKIA
URUGUAY	B. FERNANDEZ Y MEDINA	URUGUAY

Pour copie conforme.	Certified true copy.
Pour le Secrétaire général	For the Secretary-General
H. MCKINNAN WOOD.	

Directeur de la Section juridique, p. i. Director of the Legal Section, p. i.

Governments ratifying or adhering.

AND WHEREAS, the said Convention has been ratified by the Governments of Austria, Belgium, the British Empire, the Dominion of Canada, the Commonwealth of Australia, the Union of South Africa, the Dominion of New Zealand, and India, Bulgaria, Denmark, Spain, Finland, Italy, Latvia, Norway, the Netherlands, (including the Netherlands Indies, Surinam and Curacao), Portugal and Sweden, and has been adhered to by the Governments of Ecuador, Egypt, Haiti, Hungary, Iraq, Monaco, Nicaragua and Sudan;

Adherence by United States, with a reservation.

AND WHEREAS, the President of the United States of America, by and with the advice and consent of the Senate thereof, did, on the first day of March, 1929, declare that the United States of America adheres to the said Convention, subject to a reservation, as follows:

Ante, p. 2193.

“That the Government of the United States, adhering to its policy of opposition to forced or compulsory labor except as a punishment for crime of which the person concerned has been duly convicted, adheres to the Convention except as to the first subdivision of the second paragraph of article five, which reads as follows:

“ (1) Subject to the transitional provisions laid down in paragraph (2) below, compulsory or forced labor may only be exacted for public purposes.”

Deposit of adherence.

AND WHEREAS, the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne did, on March 21, 1929, deposit with the Secretary General of the League of Nations, in conformity with Article XI of the Convention, the instrument evidencing the adherence of the United States to the said Convention, as above recited;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof, subject to the aforesaid reservation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-third day of March in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

By the President:
FRANK B KELLOGG
Secretary of State.

HERBERT HOOVER

Convention between the United States and other Powers relating to the liquor traffic in Africa. Signed at Saint Germain-en-Laye, September 10, 1919; ratification advised by the Senate with reservation, February 28, 1929; ratified by the President, March 7, 1929; ratification of the United States, deposited with the Government of the French Republic, March 22, 1929; proclaimed, March 26, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS, a Convention relating to the Liquor Traffic in Africa was concluded at Saint Germain-en-Laye on the tenth day of September, one thousand nine hundred and nineteen, between the Governments of the United States of America, Belgium, the British Empire, France, Italy, Japan and Portugal, which Convention, in the French language, is word for word as follows:

LES ÉTATS-UNIS D'AMÉRIQUE, LA BELGIQUE, L'EMPIRE BRITANNIQUE, LA FRANCE, L'ITALIE, LE JAPON ET LE PORTUGAL

Considérant qu'il importe de poursuivre, dans les parties de l'Afrique soumises à leur administration, la lutte entreprise contre les dangers de l'alcoolisme en soumettant les spiritueux à des droits de plus en plus élevés;

Considérant qu'il est nécessaire en outre de prohiber l'importation des boissons distillées, rendues plus spécialement dangereuses pour les populations indigènes par la nature des produits entrant dans leur composition ou par les facilités que leur faible prix de vente donne à leur diffusion;

Considérant, enfin, que les entraves mises à l'importation des spiritueux demeureraient sans effet, si, parallèlement, la fabrication des boissons distillées n'était sévèrement réglementée;

Ont désigné pour leurs plénipotentiaires:

LE PRÉSIDENT DES ÉTATS-UNIS D'AMÉRIQUE:

L'Honorable Frank Lyon Polk, Sous-Secrétaire d'État;

L'Honorable Henry White, ancien Ambassadeur extraordinaire et plénipotentiaire des États-Unis à Rome et à Paris;

Le Général Tasker H. Bliss, Représentant militaire des États-Unis au Conseil supérieur de Guerre;

SA MAJESTÉ LE ROI DES BELGES:

M. Paul Hymans, Ministre des Affaires étrangères, Ministre d'État;

M. Jules van den Heuvel, Envoyé extraordinaire et Ministre plénipotentiaire de S. M. le Roi des Belges, Ministre d'État;

M. Emile Vandervelde, Ministre de la Justice, Ministre d'État;

Plenipotentiaries.—
Continued.

**SA MAJESTÉ LE ROI DU ROYAUME-UNI DE GRANDE
BRETAGNE ET D'IRLANDE ET DES TERRITOIRES
BRITANNIQUES AU DELA DES MERS, EMPEREUR
DES INDES:**

Le Très Honorable Arthur James BALFOUR, O. M., M. P., Secrétaire d'Etat pour les Affaires étrangères;

Le Très Honorable Andrew BONAR LAW, M. P., Lord du Sceau privé;

Le Très Honorable Vicomte MILNER, G. C. B., G. C. M. G., Secrétaire d'Etat pour les Colonies;

Le Très Honorable George Nicoll BARNES, M. P., Ministre sans portefeuille;

ET:

pour le DOMINION DU CANADA:

L'Honorable Sir Albert Edward KEMP, K. C. M. G., Ministre des Forces d'Outre-Mer;

pour le COMMONWEALTH D'AUSTRALIE:

L'Honorable George Foster PEARCE, Ministre de la Défense;

pour l'UNION SUD-AFRICAINE:

Le Très Honorable Vicomte MILNER, G. C. B., G. C. M. G.;

pour le DOMINION DE LA NOUVELLE-ZÉLANDE:

L'Honorable Sir Thomas MACKENZIE, K. C. M. G., Haut-Commissaire pour la Nouvelle-Zélande, dans le Royaume-Uni;

pour l'INDE:

Le Très Honorable Baron SINHA, K. C., Sous-Secrétaire d'Etat pour l'Inde;

LE PRÉSIDENT DE LA RÉPUBLIQUE FRANÇAISE:

M. Georges CLEMENCEAU, Président du Conseil, Ministre de la Guerre;

M. Stephen PICHON, Ministre des Affaires étrangères,

M. Louis-Lucien KLOTZ, Ministre des Finances;

M. André TARDIEU, Commissaire général aux Affaires de guerre franco-américaines;

M. Jules CAMBON, Ambassadeur de France;

SA MAJESTÉ LE ROI D'ITALIE:

L'Honorable Tommaso TITTONI, Sénateur du Royaume, Ministre des Affaires étrangères;

L'Honorable Vittorio SCIALOJA, Sénateur du Royaume;

L'Honorable Maggiorino FERRARIS, Sénateur du Royaume;

L'Honorable Guglielmo MARCONI, Sénateur du Royaume;

L'Honorable Silvio CRESPI, Député;

SA MAJESTÉ L'EMPEREUR DU JAPON:

Le Vicomte CHINDA, Ambassadeur extraordinaire et plénipotentiaire de S. M. l'Empereur du Japon à Londres;

M. K. MATSUI, Ambassadeur extraordinaire et plénipotentiaire de S. M. l'Empereur du Japon à Paris;

LE PRÉSIDENT DE LA RÉPUBLIQUE PORTUGAISE:

Le Docteur Affonso DA COSTA, ancien Président du Conseil des Ministres;

Le Docteur Augusto Luiz Vieira SOARES, ancien Ministre des Affaires étrangères;

Lesquels, après avoir échangé leurs pleins pouvoirs reconnus en bonne et due forme,

Ont convenu des dispositions suivantes:

ARTICLE 1^{er}

Les Hautes Parties Contractantes s'engagent à appliquer les mesures restrictives du commerce des spiritueux, prévues ci-après, aux territoires qui sont ou seront soumis à leur autorité dans la totalité du continent africain, à l'exclusion de l'Algérie, de la Tunisie, du Maroc, de la Libye, de l'Égypte et de l'Union sud-africaine.

Les dispositions applicables au continent africain le seront également dans les îles situées à moins de 100 milles marins de la côte.

Territorial application.

Exceptions.

Outlying islands included.

ARTICLE 2.

L'importation, la circulation, la vente et la détention des alcools de traite de toute nature et des boissons, auxquelles sont mélangées ces sortes d'alcool sont prohibées dans la zone visée à l'article 1^{er}. Les Gouvernements locaux intéressés détermineront respectivement la nomenclature des boissons distillées qui, sur leurs territoires, seront considérées comme devant être comprises sous cette dénomination. Ils s'efforceront d'arrêter une nomenclature et des mesures contre la fraude aussi uniformes que possible.

Importing, etc., trade spirits and spirit beverages prohibited.

ARTICLE 3.

Sont également interdites l'importation, la circulation, la vente et la détention des boissons distillées renfermant des essences ou des produits chimiques reconnus nocifs, tels que: thuyone, badiane, aldéhyde benzoïque, éthers salicyliques, hysope, absinthe.

Importing, etc., distilled beverages injurious to health, prohibited.

Les Gouvernements locaux intéressés s'efforceront également d'arrêter, d'un commun accord, la nomenclature des boissons dont il conviendra d'interdire l'importation, la circulation, la vente et la détention aux termes de cette disposition.

Local classification of prohibited beverages.

ARTICLE 4.

L'importation des boissons distillées, autres que celles indiquées aux articles 2 et 3, sera soumise dans la zone visée à l'article 1^{er} à un droit d'entrée dont le montant ne pourra être inférieur à 800 francs par hectolitre d'alcool pur, sauf pour les colonies italiennes où il ne pourra être inférieur à 600 francs.

Import duty on alcoholic content of distilled beverages.

Les Hautes Parties Contractantes interdiront l'importation, la circulation, la vente et la détention des spiritueux dans les régions de la zone visée à l'article 1^{er} où l'usage ne s'en est pas développé.

Prohibition of importation, etc., in regions where use not developed.

Il ne pourra être dérogé à la susdite prohibition que pour des quantités limitées, destinées à la consommation des personnes non indigènes, et introduites sous le régime et dans les conditions déterminées par chaque Gouvernement.

Suspension, for limited quantities in designated cases.

ARTICLE 5.

La fabrication des boissons distillées de toute espèce est interdite dans la zone visée à l'article 1^{er}.

Manufacture forbidden.

L'importation, la circulation, la vente et la détention des alambics et de tous appareils ou portions d'appareils propres à la distillation des alcools et au repassage des eaux-de-vie et des esprits sont prohibées dans l'intérieur de la même zone, sous réserve des dispositions insérées à l'article 6.

Importing, etc., apparatus for distilling alcohol, etc., forbidden.

Les dispositions qui font l'objet des deux alinéas précédents, ne s'appliquent pas aux Colonies italiennes; la fabrication des boissons distillées, autres que celles qui sont visées aux articles 2 et 3 y restera permise, à condition qu'elle soit grevée d'un droit d'accise égal au droit d'entrée fixé à l'article 4.

Exception as to Italian colonies.

Supra.

ARTICLE 6.

Restrictions not applicable to alcohols for medical, etc., establishments.

Permissions.

Testing stills for laboratory experiments.

Apparatus for scientific establishments.

Apparatus employed by pharmacists, etc.

Apparatus for manufacture of industrial alcohol.

Authority of local administrations.

Les restrictions imposées à l'importation, la circulation, la vente, la détention et la fabrication des boissons spiritueuses ne s'appliquent pas aux alcools pharmaceutiques destinées aux formations médicales ou chirurgicales ou aux pharmacies. Pourront, d'autre part, être autorisées l'importation, la circulation, la vente et la détention :

1° des alambics d'essai, c'est-à-dire des petits appareils, généralement utilisés pour les expériences de laboratoire, qui sont à charge intermittent et dépourvus de tout organe de rectification ou de rétrogradation, et dont la chaudière n'a pas une capacité supérieure à un litre;

2° des appareils ou portions d'appareils destinés à des expériences dans les établissements scientifiques;

3° des appareils ou portions d'appareils employés à des usages déterminés, autres que la production des alcools, par les pharmaciens diplômés et par les personnes qui justifient de la nécessité de posséder un de ces appareils;

4° des appareils nécessaires à la fabrication des alcools industriels, et employés par les personnes dûment autorisées, soumises pour cette fabrication au contrôle établi par les administrations locales.

L'autorisation nécessaire dans les cas prévus ci-dessus est accordée par l'administration locale du territoire où les alambics, appareils ou portions d'appareils sont appelés à être utilisés.

ARTICLE 7.

Central International Bureau to be established.
Duties, etc.

Annual reports.

Un Bureau Central International, placé sous l'autorité de la Société des Nations, sera institué avec mission de réunir et de conserver les documents de toute nature, échangés entre les Hautes Parties Contractantes relativement à l'importation et à la fabrication des spiritueux dans les conditions visées par la présente Convention.

Chacune des Hautes Parties Contractantes publiera un rapport annuel indiquant les quantités de boissons spiritueuses importées ou fabriquées et les droits perçus en vertu des articles 4 et 5. Une copie de ce rapport sera envoyée au Bureau Central International et au Secrétaire général de la Société des Nations.

ARTICLE 8.

Arbitration of disputes.

Post, p. 2204.

Les Hautes Parties Contractantes conviennent que, s'il venait à s'élever entre elles un différend quelconque touchant l'application de la présente Convention et ne pouvant être réglé par voie de négociation, ce différend devra être soumis à un Tribunal d'arbitrage conformément aux dispositions du Pacte de la Société des Nations.

ARTICLE 9.

Subsequent modifications.

Les Hautes Parties Contractantes se réservent, après un délai de cinq années, d'apporter, d'un commun accord, à la présente Convention les modifications dont l'utilité sera démontrée.

ARTICLE 10.

Adhesion of other States.

Notification thereof.

Les Hautes Parties Contractantes feront tous leurs efforts pour obtenir l'adhésion à la présente Convention des autres États qui exercent leur autorité sur des territoires du continent africain.

Cette adhésion sera notifiée, par la voie diplomatique, au Gouvernement de la République française et par celui-ci à tous les États signataires ou adhérents. Elle portera effet à dater du jour de la signification au Gouvernement français.

ARTICLE 11.

Toutes les dispositions des conventions internationales d'ordre général antérieures, concernant les matières faisant l'objet de la présente Convention, seront considérées comme abrogées, en tant qu'elles lient entre elles les Puissances qui sont Parties à la présente convention.

Abrogation of former Conventions.

La présente Convention sera ratifiée le plus tôt possible.

Ratification.
Notice to French Government.

Chaque Puissance adressera sa ratification au Gouvernement français, par les soins duquel il en sera donné avis à toutes les autres Puissances signataires.

Les ratifications resteront déposées dans les archives du Gouvernement français.

Deposit of ratifications.

La présente Convention entrera en vigueur, pour chaque Puissance signataire, à dater du dépôt de sa ratification et, dès ce moment, cette Puissance sera liée vis-à-vis des autres Puissances ayant déjà procédé au dépôt de leurs ratifications.

Effective for signatory Power on deposit of its ratification.

Dès la mise en vigueur de la présente Convention, le Gouvernement français adressera une copie certifiée de celle-ci aux Puissances qui, en vertu des Traités de paix, se sont engagées à reconnaître et agréer ladite Convention et sont, de ce chef, assimilées aux Parties Contractantes, et dont le nom sera notifié aux États adhérents.

Transmittal of certified copies to other Powers.

En foi de quoi, les Plénipotentiaires susnommés ont signé la présente Convention.

Signatures.

FAIT à Saint-Germain-en-Laye, le dix septembre mil neuf cent dix-neuf, en un seul exemplaire qui restera déposé dans les archives du Gouvernement de la République française et dont les expéditions authentiques seront remises à chacune des Puissances signataires.

(L. S.) FRANK L. POLK
 (L. S.) HENRY WHITE
 (L. S.) TASKER H. BLISS
 (L. S.) HYMANS
 (L. S.) VAN DEN HEUVEL
 (L. S.) E. VANDERVELDE
 (L. S.) ARTHUR JAMES BALFOUR
 (L. S.) MILNER
 (L. S.) GEO. N. BARNES
 (L. S.) A. E. KEMP
 (L. S.) G. F. PEARCE
 (L. S.) MILNER
 (L. S.) THOS. MACKENZIE
 (L. S.) SINHA OF RAIPUR
 (L. S.) G. CLEMENCEAU
 (L. S.) S. PICHON
 (L. S.) L. L. KLOTZ
 (L. S.) ANDRÉ TARDIEU
 (L. S.) JULES CAMBON
 (L. S.) TOM. TITTONI
 (L. S.) VITTORIO SCIALOJA
 (L. S.) MAGGIORINO FERRARIS
 (L. S.) GUGLIELMO MARCONI
 (L. S.) S. CHINDA
 (L. S.) K. MATSUI
 (L. S.) AFFONSO COSTA
 (L. S.) AUGUSTO SOARES

Pour copie certifiée conforme:

Le Ministère des Affaires étrangères.

S. PICHON.

Ratification by
the United States.

AND WHEREAS, the said Convention was ratified on the part of the United States of America on the seventh day of March, one thousand nine hundred and twenty-nine, subject to the following reservation:

Reservation.
Ante, p. 2202.

"Should any dispute whatever arise between any of the high contracting parties and the United States relative to the application of the present convention which can not be settled by negotiation, such dispute shall be submitted to the Permanent Court of Arbitration at The Hague established by the convention of October 18, 1907, or to such other arbitral tribunal upon which the parties to the dispute may agree";

Deposit of ratification.

AND WHEREAS, the instrument of ratification by the Government of the United States of the said Convention, as above recited, was, in conformity with Article XI thereof, deposited with the Government of the French Republic on March 22, 1929;

Ratification by other
contracting Powers.

AND WHEREAS, the said Convention has been duly ratified also on the parts of Belgium, the British Empire, France, Japan and Portugal, and their instruments of ratification have been deposited with the Government of the French Republic;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof, subject to the aforesaid reservation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-sixth day of March in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:
FRANK B KELLOGG
Secretary of State

Convention relating
to Liquor Traffic in
Africa.
Contracting Powers.

[Translation of Convention]

The United States of America, Belgium, the British Empire, France, Italy, Japan and Portugal;

Preamble.

Whereas it is necessary to continue in the African territories placed under their administration the struggle against the dangers of alcoholism which they have maintained by subjecting spirits to constantly increasing duties;

Whereas, further, it is necessary to prohibit the importation of distilled beverages rendered more especially dangerous to the native populations by the nature of the products entering into their composition or by the opportunities which a low price gives for their extended use;

Whereas, finally, the restrictions placed on the importation of spirits would be of no effect unless the local manufacture of distilled beverages was at the same time strictly controlled;

Have appointed as their plenipotentiaries:

Plenipotentiaries.

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

The Honorable Frank Lyon Polk, Under-Secretary of State;
The Honorable Henry White, formerly Ambassador Extraordinary and Plenipotentiary of the United States at Rome and Paris;
General Tasker H. Bliss, Military Representative of the United States on the Supreme War Council;

HIS MAJESTY THE KING OF THE BELGIANS:

- Mr. Paul Hymans, Minister for Foreign Affairs, Minister of State;
 Mr. Jules van den Heuvel, Envoy Extraordinary and Minister Plenipotentiary of His Majesty the King of the Belgians, Minister of State;
 Mr. Emile Vandervelde, Minister of Justice, Minister of State;

HIS MAJESTY THE KING OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND AND OF THE BRITISH DOMINIONS BEYOND THE SEAS, EMPEROR OF INDIA:

- The Right Honorable Arthur James Balfour, O. M., M. P., His Secretary of State for Foreign Affairs;
 The Right Honorable Andrew Bonar Law, M. P., His Lord Privy Seal;
 The Right Honorable Viscount Milner, G. C. B., G. C. M. G., His Secretary of State for the Colonies;
 The Right Honorable George Nicoll Barnes, M. P., Minister without portfolio;
 and:
 For the Dominion of Canada:
 The Honorable Sir Albert Edward Kemp, K. C. M. G., Minister of the Overseas Forces;
 For the Commonwealth of Australia:
 The Honorable George Foster Pearce, Minister of Defence;
 For the Union of South Africa:
 The Right Honorable Viscount Milner, G. C. B., G. C. M. G.;
 For the Dominion of New Zealand:
 The Honorable Sir Thomas Mackenzie, K. C. M. G., High Commissioner for New Zealand in the United Kingdom;
 For India:
 The Right Honorable Baron Sinha, K. C., Under-Secretary of State for India;

THE PRESIDENT OF THE FRENCH REPUBLIC:

- Mr. Georges Clemenceau, President of the Council, Minister of War;
 Mr. Stephen Pichon, Minister for Foreign Affairs;
 Mr. Louis-Lucien Klotz, Minister of Finance;
 Mr. André Tardieu, Commissary-General for Franco-American Military Affairs;
 Mr. Jules Cambon, Ambassador of France;

HIS MAJESTY THE KING OF ITALY:

- The Honorable Tommaso Tittoni, Senator of the Kingdom, Minister for Foreign Affairs;
 The Honorable Vittorio Scialoja, Senator of the Kingdom;
 The Honorable Maggiorino Ferraris, Senator of the Kingdom;
 The Honorable Guglielmo Marconi, Senator of the Kingdom;
 The Honorable Silvio Crespi, Deputy;

HIS MAJESTY THE EMPEROR OF JAPAN:

- Viscount Chinda, Ambassador Extraordinary and Plenipotentiary of H. M. The Emperor of Japan at London;
 Mr. K. Matsui, Ambassador Extraordinary and Plenipotentiary of H. M. The Emperor of Japan at Paris;

THE PRESIDENT OF THE PORTUGUESE REPUBLIC:

- Dr. Affonso da Costa, formerly President of the Council of Ministers;
 Dr. Augusto Luiz Vieira Soares, formerly Minister for Foreign Affairs;

Who, having communicated their full powers found in good and due form,

Have agreed as follows:

ARTICLE 1

Territorial applica-
tion.

The High Contracting Parties undertake to apply the following measures for the restriction of the liquor traffic in the territories which are or may be subjected to their control throughout the whole of the continent of Africa, with the exception of Algiers, Tunis, Morocco, Libya, Egypt, and the Union of South Africa.

Exceptions.

Outlying islands in-
cluded.

The provisions applicable to the continent of Africa shall also apply to the islands lying within 100 nautical miles of the coast.

ARTICLE 2

Importing, etc., trade
spirits and spirit bever-
ages prohibited.

The importation, distribution, sale and possession of trade spirits of every kind, and of beverages mixed with these spirits, are prohibited in the area referred to in Article 1. The local Governments concerned will decide respectively which distilled beverages will be regarded in their territories as falling within the category of trade spirits. They will endeavor to establish a nomenclature and measures against fraud as uniform as possible.

ARTICLE 3

Importing, etc., dis-
tilled beverages injur-
ious to health prohib-
ited.

The importation, distribution, sale and possession are also forbidden of distilled beverages containing essential oils or chemical products which are recognised as injurious to health, such as thuyone, star anise, benzoic aldehyde, salicylic ethers, hyssop and absinthe.

Local classification of
prohibited beverages.

The local Governments concerned will likewise endeavor to establish by common agreement the nomenclature of those beverages whose importation, distribution, sale and possession according to the terms of this provision should be prohibited.

ARTICLE 4

Import duty on alco-
holic content of dis-
tilled beverages.

An import duty of not less than 800 francs per hectolitre of pure alcohol shall be levied upon all distilled beverages, other than those indicated in Articles 2 and 3, which are imported into the area referred to in Article 1, except in so far as the Italian colonies are concerned, where the duty may not be less than 600 francs.

Prohibition of im-
portation, etc., in re-
gions where use not
developed.

The High Contracting Parties will prohibit the importation, distribution, sale and possession of spirituous liquors in those regions of the area referred to in Article 1 where their use has not been developed.

Suspension, for lim-
ited quantities in des-
ignated cases.

The above prohibition can be suspended only in the case of limited quantities destined for the consumption of non-native persons, and imported under the system and conditions determined by each Government.

ARTICLE 5

Manufacture forbid-
den.

The manufacture of distilled beverages of every kind is forbidden in the area referred to in Article 1.

Importing, etc., ap-
paratus for distilling
alcohol, etc., forbidden.

The importation, distribution, sale and possession of stills and of all apparatus or portions of apparatus suitable for distillation of alcohol and the redistillation of brandies and spirits are forbidden in the same area, subject to the provisions of Article 6.

Exception as to Ital-
ian colonies.

The provisions of the two preceding paragraphs do not apply to the Italian colonies; the manufacture of distilled beverages, other than those specified in Articles 2 and 3, will continue to be permitted therein, on condition that they are subject to an excise duty equal to the import duty established in Article 4.

ARTICLE 6

The restrictions on the importation, distribution, sale, possession and manufacture of spirituous beverages do not apply to pharmaceutical alcohols intended for medical, surgical or pharmaceutical establishments. The importation, distribution, sale and possession are also permitted of:

(1) Testing stills, that is to say, the small apparatus in general use for laboratory experiments, which are employed intermittently, are not fitted with rectifying heads, and the capacity of whose retort does not exceed one litre;

(2) Apparatus or parts of apparatus intended for experiments in scientific institutions;

(3) Apparatus or parts of apparatus employed for definite purposes, other than the production of alcohol, by pharmacists holding a diploma, and by persons who can show good cause for the possession of such apparatus;

(4) Apparatus necessary for the manufacture of alcohol for industrial purposes, and employed by duly authorized persons, such manufacture being subject to the supervision established by the local administration.

The necessary permission in the foregoing cases will be granted by the local administration of the territory in which the stills, apparatus, or portions of apparatus are to be utilized.

ARTICLE 7

A Central International Office, placed under the control of the League of Nations, shall be established for the purpose of collecting and preserving documents of all kinds exchanged by the High Contracting Parties with regard to the importation and manufacture of spirituous liquors under the conditions referred to in the present Convention.

Each of the High Contracting Parties shall publish an annual report showing the quantities of spirituous beverages imported or manufactured and the duties levied under Articles 4 and 5. A copy of this report shall be sent to the Central International Office and to the Secretary-General of the League of Nations.

ARTICLE 8

The High Contracting Parties agree that if any dispute whatever should arise between them relating to the application of the present Convention which cannot be settled by negotiation, this dispute shall be submitted to an arbitral tribunal in conformity with the Covenant of the League of Nations.

ARTICLE 9

The High Contracting Parties reserve the right of introducing into the present Convention by common agreement after a period of five years such modifications as may prove to be necessary.

ARTICLE 10

The High Contracting Parties will use every effort to obtain the adhesion to the present Convention of the other States exercising authority over territories of the African Continent.

This adhesion shall be notified through the diplomatic channel to the Government of the French Republic, and by it to all the signatory or adhering States. The adhesion will come into effect from the date of the notification to the French Government.

ARTICLE 11

Abrogation of former Conventions.

All the provisions of former general international Conventions relating to the matters dealt with in the present Convention shall be considered as abrogated in so far as they are binding between the Powers which are parties to the present Convention.

Ratification.

The present Convention shall be ratified as soon as possible.

Notice to French Government.

Each Power will address its ratification to the French Government, which will inform all the other signatory Powers.

Deposit of ratifications.

The ratifications will remain deposited in the archives of the French Government.

Effective for signatory Power on deposit of its ratification.

The present Convention will come into force for each signatory Power from the date of the deposit of its ratification, and from that moment that Power will be bound in respect of other Powers which have already deposited their ratifications.

Transmittal of certified copies to other Powers.

On the coming into force of the present Convention, the French Government will transmit a certified copy to the Powers which under the Treaties of Peace have undertaken to accept and observe it, and are in consequence placed in the same position as the Contracting Parties. The names of these Powers will be notified to the States which adhere.

Signatures.

In faith whereof, the above-named Plenipotentiaries have signed the present Convention.

Done at Saint-Germain-en-Laye, the tenth day of September, one thousand nine hundred and nineteen, in a single copy which will remain deposited in the archives of the Government of the French Republic, and of which authenticated copies will be sent to each of the signatory Powers.

[L. S.] FRANK L. POLK
 [L. S.] HENRY WHITE
 [L. S.] TASKER H. BLISS
 [L. S.] HYMANS
 [L. S.] VAN DEN HEUVEL
 [L. S.] E. VANDERVELDE
 [L. S.] ARTHUR JAMES BALFOUR
 [L. S.] MILNER
 [L. S.] GEO. N. BARNES
 [L. S.] A. E. KEMP
 [L. S.] G. F. PEARCE
 [L. S.] MILNER
 [L. S.] THOS. MACKENZIE
 [L. S.] SINHA OF RAIPUR
 [L. S.] G. CLEMENCEAU
 [L. S.] S. PICHON
 [L. S.] L. L. KLOTZ
 [L. S.] ANDRÉ TARDIEU
 [L. S.] JULES CAMBON
 [L. S.] TOM. TITTONI
 [L. S.] VITTORIO SCIALOJA
 [L. S.] MAGGIORINO FERRARIS
 [L. S.] GUGLIELMO MARCONI
 [L. S.] S. CHINDA
 [L. S.] K. MATSUI
 [L. S.] AFFONSO COSTA
 [L. S.] AUGUSTO SOARES

Convention of Inter-American Conciliation between the United States and other American Republics. Signed at Washington, January 5, 1929; ratification advised by the Senate, February 20, 1929; ratified by the President, February 26, 1929; ratification of the United States deposited with the Government of Chile, March 27, 1929; proclaimed April 4, 1929.

January 5, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Convention of Inter-American Conciliation between the United States of America, Venezuela, Chile, Bolivia, Uruguay, Costa Rica, Peru, Honduras, Guatemala, Haiti, Ecuador, Colombia, Brazil, Panama, Paraguay, Nicaragua, Mexico, El Salvador, the Dominican Republic and Cuba was concluded and signed by the plenipotentiaries of the respective Governments at Washington on the fifth day of January, one thousand nine hundred and twenty-nine, the original of which Convention, being in the English, Spanish, Portuguese and French languages, is word for word as follows:

Inter-American Con-
ciliation Convention.
Preamble.

CONVENCIÓN GENERAL DE
CONCILIACION INTER-
AMERICANA

GENERAL CONVENTION OF
INTER-AMERICAN CON-
CILIATION

Contracting Powers.

Los Gobiernos de Venezuela, Chile, Bolivia, Uruguay, Costa Rica, Perú, Honduras, Guatemala, Haití, Ecuador, Colombia, Brasil, Panamá, Paraguay, Nicaragua, México, El Salvador, la República Dominicana, Cuba y Estados Unidos de América, representados en la Conferencia de Conciliación y Arbitraje reunida en Washington conforme a la Resolución aprobada el 18 de febrero de 1928 por la Sexta Conferencia Internacional Americana celebrada en la ciudad de la Habana;

The Governments of Venezuela, Chile, Bolivia, Uruguay, Costa Rica, Perú, Honduras, Guatemala, Haiti, Ecuador, Colombia, Brazil, Panamá, Paraguay, Nicaragua, Mexico, El Salvador, the Dominican Republic, Cuba, and the United States of America, represented at the Conference on Conciliation and Arbitration, assembled at Washington, pursuant to the Resolution adopted on February 18, 1928, by the Sixth International Conference of American States held in the City of Habana:

Purpose declared.

Deseosos de demostrar que la condenación de la guerra como instrumento de política nacional en sus relaciones mútuas, contenida en la Resolución antes mencionada, constituye una de las bases fundamentales en las relaciones interamericanas;

Desiring to demonstrate that the condemnation of war as an instrument of national policy in their mutual relations, set forth in the above mentioned resolution, constitutes one of the fundamental bases of inter-American relations;

Animados del propósito de promover de todas las maneras posibles el desarrollo de los métodos internacionales para el arreglo pacífico de los conflictos entre los Estados;

Animated by the purpose of promoting, in every possible way, the development of international methods for the pacific settlement of differences between the States;

Confirming action of
former Treaty.

Vol. 44, p. 2527.

Convencidos de que el "Tratado para evitar o prevenir conflictos entre los Estados Americanos" firmado en Santiago de Chile el 3 de Mayo de 1923, constituye una conquista preciosa en las relaciones interamericanas, que es necesario mantener prestigiando y fortaleciendo la acción de las comisiones establecidas por los Artículos III y IV del tratado antes referido;

Being convinced that the "Treaty to Avoid or Prevent Conflicts between the American States", signed at Santiago de Chile, May 3, 1923, constitutes a notable achievement in inter-American relations, which it is necessary to maintain by giving additional prestige and strength to the action of the commissions established by Articles III and IV of the aforementioned treaty;

Plenipotentiaries.

Reconociendo la necesidad de dar forma convencional a estos propósitos, han resuelto celebrar la presente Convención para lo cual han nombrado los Plenipotenciarios que a continuación se expresan:

Acknowledging the need of giving conventional form to these purposes have agreed to enter into the present Convention, for which purpose they have appointed Plenipotentiaries as follows:

Venezuela:

Carlos F. Grisanti
Francisco Arroyo Parejo

Chile:

Manuel Foster Recabarren
Antonio Planet

Venezuela:

Carlos F. Grisanti
Francisco Arroyo Parejo

Chile:

Manuel Foster Recabarren
Antonio Planet

CONVENÇÃO GERAL DE
CONCILIAÇÃO INTER-
AMERICANA

Os Governos de Venezuela, Chile, Bolivia Uruguay, Costa Rica, Perú, Honduras, Guatemala, Haiti, Equador, Colombia, Brasil, Panamá Paraguay, Nicaragua, Mexico, Salvador, Republica Dominicana, Cuba e os Estados Unidos da America, representados na Conferencia de Conciliação e de Arbitramento reunida em Washington conforme a Resolução aprovada a 18 de fevereiro de 1928 pela Sexta Conferencia Internacional dos Estados Americanos celebrada na cidade da Havana,

Desejosos de demonstrar que a condemnação da guerra como instrumento de politica nacional nas suas relações mutuas, contida na Resolução mencionada, constitue uma das bases fundamentais das relações interamericanas;

Animados do proposito de promover por todos os meios possiveis o desenvolvimento dos metodos internacionaes para a solução pacifica dos conflictos entre os Estados;

Convencidos de que o "Tratado para evitar ou prevenir conflictos entre os Estados Americanos," assignado em Santiago do Chile a 3 de maio de 1923, constitue um progresso notavel nas relações interamericanas, que é necessario manter, prestigiando e fortalecendo a acção das commissões estabelecidas pelos Artigos 3 e 4 do tratado acima mencionado;

Reconhecendo a necessidade de dar fórma convencional a estes propositos, concertaram a presente Convenção, para a qual nomearam os Plenipotenciarios seguintes:

Venezuela:

Carlos F. Grisanti
Francisco Arroyo Parejo

Chile:

Manuel Foster Recabarren
Antonio Planet

CONVENTION GÉNÉRALE
DE CONCILIATION IN-
TERAMÉRICAINÉ

Les Gouvernements du Vénézuéla, du Chili, de la Bolivie, de l'Uruguay, de Costa Rica, du Pérou, de l'Honduras, du Guatemala, d'Haiti, de l'Equateur, de la Colombie, du Brésil, du Panama, du Paraguay, du Nicaragua, du Mexique, d'El Salvador, de la République Dominicaine, de Cuba et des Etats-Unis d'Amérique, représentés à la Conférence de Conciliation et d'Arbitrage réunie à Washington conformément à la Résolution adoptée le 18 février 1928, par la Sixième Conférence Internationale Américaine qui eut lieu dans la ville de La Havane:

Désireux de montrer que la condamnation de la guerre comme instrument de politique nationale dans leurs relations mutuelles, contenue dans la résolution mentionnée plus haut, constitue une des bases fondamentales des relations interaméricaines;

Animés du désir de contribuer, par tous les moyens possibles, au développement des méthodes internationales pour le règlement pacifique des différends entre les Etats;

Convaincus que le "Traité pour Eviter ou Prévenir les Conflits entre les Etats Américains" signé à Santiago de Chili le 3 mai 1923, constitue, dans les relations inter-américaines, un progrès notable qu'il est nécessaire de maintenir en donnant plus de prestige et de force à l'action des commissions établies par les Articles 3 et 4 du traité ci-dessus mentionné;

Reconnaissant le besoin de donner une forme conventionnelle à ces intentions, sont d'accord pour conclure la présente Convention et, à cet effet, ont nommé les Plénipotentiaires suivants:

Vénézuéla:

Carlos F. Grisanti
Francisco Arroyo Parejo

Chili:

Manuel Foster Recabarren
Antonio Planet

Contracting Powers.

Purpose declared.

Confirming former
Treaty provisions.
Vol. 44, p. 2527.

Plenipotentiaries.

Plenipotentiaries—
Continued.

Bolivia:

Eduardo Diez de Medina

Uruguay:

José Pedro Varela

Costa Rica:

Manuel Castro Quesada

José Tible-Machado

Perú:

Hernán Velarde

Victor M. Maúrtua

Honduras:

Rómulo Durón

Marcos López Ponce

Guatemala:

Adrián Recinos

José Falla

Haití:

Auguste Bonamy

Raoul Lizaire

Ecuador:

Gonzalo Zaldumbide

Colombia:

Enrique Olaya Herrera

Carlos Escallón

Brasil:

S. Gurgel do Amaral

A. G. de Araujo-Jorge

Panamá:

Ricardo J. Alfaro

Carlos L. López

Paraguay:

Eligio Ayala

Nicaragua:

Máximo H. Zepeda

Adrián Recinos

J. Lisandro Medina

México:

Fernando González Roa

Benito Flores

El Salvador:

Cayetano Ochoa

David Rosales h.

República Dominicana:

Angel Morales

Gustavo A. Díaz

Cuba:

Orestes Ferrara

Gustavo Gutiérrez

Estados Unidos de América:

Frank B. Kellogg

Charles Evans Hughes

Quienes, después de haber depositado sus plenos poderes, que fueron hallados en buena y debida forma por la Conferencia, han convenido lo siguiente:

Bolivia:

Eduardo Diez de Medina

Uruguay:

José Pedro Varela

Costa Rica:

Manuel Castro Quesada

José Tible-Machado

Perú:

Hernán Velarde

Victor M. Maúrtua

Honduras:

Rómulo Durón

Marcos López Ponce

Guatemala:

Adrián Recinos

José Falla

Haití:

Auguste Bonamy

Raoul Lizaire

Ecuador:

Gonzalo Zaldumbide

Colombia:

Enrique Olaya Herrera

Carlos Escallón

Brazil:

S. Gurgel do Amaral

A. G. de Araujo-Jorge

Panamá:

Ricardo J. Alfaro

Carlos L. López

Paraguay:

Eligio Ayala

Nicaragua:

Máximo H. Zepeda

Adrián Recinos

J. Lisandro Medina

México:

Fernando González Roa

Benito Flores

El Salvador:

Cayetano Ochoa

David Rosales, Jr.

Dominican Republic:

Angel Morales

Gustavo A. Díaz

Cuba:

Orestes Ferrara

Gustavo Gutiérrez

United States of America:

Frank B. Kellogg

Charles Evans Hughes

Who, after having deposited their full powers, which were found to be in good and due form by the Conference, have agreed as follows:

Bolivia:
Eduardo Diez de Medina

Uruguay:
José Pedro Varela

Costa Rica:
Manuel Castro Quesada
José Tible-Machado

Perú:
Hernán Velarde
Victor M. Maúrtua

Honduras:
Rómulo Durón
Marcos López Ponce

Guatemala:
Adrián Recinos
José Falla

Haiti:
Auguste Bonamy
Raoul Lizaire

Equador:
Gonzalo Zaldumbide

Colombia:
Enrique Olaya Herrera
Carlos Escallón

Brasil:
S. Gurgel do Amaral
A. G. de Araujo-Jorge

Panamá:
Ricardo J. Alfaro
Carlos L. López

Paraguay:
Eligio Ayala

Nicaragua:
Máximo H. Zepeda
Adrián Recinos
J. Lisandro Medina

Mexico:
Fernando González Roa
Benito Flores

Salvador:
Cayetano Ochoa
David Rosales, Junior

Republica Dominicana:
Angel Morales
Gustavo A. Díaz

Cuba:
Orestes Ferrara
Gustavo Gutiérrez

Estados Unidos da America:
Frank B. Kellogg
Charles Evans Hughes

Bolivie:
Eduardo Diez de Medina

Uruguay:
José Pedro Varela

Costa Rica:
Manuel Castro Quesada
José Tible-Machado

Pérou:
Hernán Velarde
Victor M. Maúrtua

Honduras:
Rómulo Durón
Marcos López Ponce

Guatemala:
Adrián Recinos
José Falla

Haiti:
Auguste Bonamy
Raoul Lizaire

Equateur:
Gonzalo Zaldumbide

Colombie:
Enrique Olaya Herrera
Carlos Escallón

Brésil:
S. Gurgel do Amaral
A. G. de Araujo-Jorge

Panama:
Ricardo J. Alfaro
Carlos L. López

Paraguay:
Eligio Ayala

Nicaragua:
Máximo H. Zepeda
Adrián Recinos
J. Lisandro Medina

Mexique:
Fernando González Roa
Benito Flores

El Salvador:
Cayetano Ochoa
David Rosales, fils.

République Dominicaine:
Angel Morales
Gustavo A. Díaz

Cuba:
Orestes Ferrara
Gustavo Gutiérrez

Etats-Unis d'Amérique:
Frank B. Kellogg
Charles Evans Hughes

Os quaes, depois de terem depositado os seus Plenos Poderes, que foram achados em boa e devida fórma pela Conferencia, concordaram nos seguintes artigos:

Lesquels, après avoir déposé leurs pleins pouvoirs, qui ont été trouvés en bonne et due forme par la Conférence, sont convenus de ce qui suit:

ARTÍCULO 1

Submission of controversies to conciliation procedure.

Las Altas Partes Contratantes se obligan a someter al procedimiento de conciliación que se crea por la presente Convención todas las controversias de cualquier naturaleza que por cualquier causa hayan surgido o surgieren entre ellas y que no haya sido posible resolver por la vía diplomática.

ARTICLE 1

The High Contracting Parties agree to submit to the procedure of conciliation established by this convention all controversies of any kind which have arisen or may arise between them for any reason and which it may not have been possible to settle through diplomatic channels

ARTÍCULO 2

Commissions of Inquiry to act in conciliation.
Vol. 44, pp. 2529, 2533.

La Comisión de Investigación que se organice conforme a lo dispuesto en el Artículo IV del Tratado suscrito en Santiago de Chile el 3 de Mayo de 1923, tendrá también el carácter de Comisión de Conciliación.

ARTICLE 2

The Commission of Inquiry to be established pursuant to the provisions of Article IV of the Treaty signed in Santiago de Chile on May 3, 1923, shall likewise have the character of Commission of Conciliation.

ARTÍCULO 3

Conciliatory functions by the Permanent Commissions.
Vol. 44, pp. 2528, 2533.

Las Comisiones Permanentes creadas en cumplimiento del Artículo III del Tratado de Santiago de Chile de 3 de Mayo de 1923, tendrán la obligación de ejercer funciones conciliatorias ya sea por iniciativa propia cuando haya probabilidad de que se perturben las relaciones pacíficas o a petición de cualquiera de las Partes en desacuerdo, mientras no se constituya la Comisión de que trata el artículo anterior.

ARTICLE 3

The Permanent Commissions which have been established by virtue of Article III of the Treaty of Santiago de Chile of May 3, 1923, shall be bound to exercise conciliatory functions, either on their own motion when it appears that there is a prospect of disturbance of peaceful relations, or at the request of a Party to the dispute, until the Commission referred to in the preceding article is organized.

ARTÍCULO 4

Functions of Commissions of Inquiry.
Vol. 44, pp. 2529, 2533.

Las funciones conciliatorias de la Comisión mencionada en el Artículo 2 se ejercerán en las oportunidades que se enuncian a continuación:

ARTICLE 4

The conciliatory functions of the Commission described in Article 2 shall be exercised on the occasions hereinafter set forth:

Examination of differences submitted.

(1) Será facultativo para la Comisión iniciar sus trabajos con una tentativa para procurar la conciliación de las diferencias sometidas a su examen, tendiente a obtener un arreglo entre las Partes.

(1) The Commission shall be at liberty to begin its work with an effort to conciliate the differences submitted to its examination with a view to arriving at a settlement between the Parties.

Conciliation of Parties at any time.

(2) Será facultativo, asimismo, para dicha Comisión intentar la conciliación de las Partes en cualquier momento que a juicio de la Comisión sea propicio durante el proceso de investigación y dentro

(2) Likewise the same Commission shall be at liberty to endeavor to conciliate the Parties at any time which in the opinion of the Commission may be

ARTIGO 1

As Altas Partes Contractantes obrigam-se a submeter aos processos de conciliação, creados pela presente convenção, todas as controversias, de qualquer natureza e causa que houverem surgido ou surgirem entre ellas e que se não tenha podido resolver por via diplomatica.

ARTICLE 1

Les Hautes Parties Contractantes conviennent de soumettre à la procédure de conciliation établie par la présente convention toutes controverses, de quelque nature que ce soit, qui ont surgi ou qui pourraient surgir entre elles pour une raison quelconque et qu'il n'aurait pas été possible de régler par la voie diplomatique.

Submission of controversies to conciliation procedure.

ARTIGO 2

A Comissão de Investigação que se organizar conforme o disposto no Artigo IV do Tratado assignado em Santiago do Chile a 3 de maio de 1923 terá tambem o caracter de Comissão de Conciliação.

ARTICLE 2

La Commission d'Enquête qui sera établie en vertu des dispositions de l'Article IV du Traité signé à Santiago de Chili, le 3 mai 1923, aura également le caractère de Commission de Conciliation.

Commissions of Inquiry to act in conciliation.
Vol. 44, pp. 2538, 2543.

ARTIGO 3

As Comissões Permanentes creadas em virtude do Artigo III do Tratado de Santiago do Chile de 3 de maio de 1923, terão a obrigação de exercer funções conciliatorias, ou por iniciativa propria, quando haja probabilidades de que se perturbem as relações pacificas, ou a pedido de qualquer das Partes em desacordo até ao momento em que se constitua a Comissão de que trata o Artigo anterior.

ARTICLE 3

Les Commissions Permanentes établies en vertu de l'Article III du Traité de Santiago de Chili du 3 mai 1923, seront tenues d'exercer des fonctions de conciliation, soit d'office lorsqu'il y a probabilité de trouble dans les relations pacifiques, soit à la demande d'une des parties en litige, jusqu'au moment où la Commission mentionnée dans l'article précédent sera constituée.

Conciliatory functions by the Permanent Commissions.
Vol. 44, pp. 2538, 2543.

ARTIGO 4

A Comissão mencionada no Artigo 2 exercerá as suas funções conciliatorias da maneira seguinte:

ARTICLE 4

Les fonctions de conciliation de la Commission prévue à l'Article 2 seront exercées dans les cas suivants:

Functions of Commissions of Inquiry.
Vol. 44, pp. 2538, 2542.

- (1) A Comissão terá a faculdade de iniciar os seus trabalhos por uma tentativa para obter a conciliação das controversias submettidas a seu exame, tendo em vista chegar a um accordo entre as Partes;
- (2) A Comissão terá tambem a faculdade de promover a conciliação das partes em qualquer momento que, a juízo da Comissão, seja proprio du-

- (1) La Commission aura la faculté de commencer sa tâche par une tentative en vue de concilier les différends soumis à son examen afin d'arriver à un règlement entre les Parties.
- (2) La dite Commission aura également la faculté de s'efforcer de concilier les Parties à tout moment qui, de l'avis de la Commission, serait jugé pro-

Examination of differences submitted.

Conciliation of Parties at any time.

del plazo fijado para la misma en el Artículo V del Tratado de Santiago de Chile de 3 de Mayo de 1923.

Vol. 44, pp. 2529, 2534.

Period established for acting.

(3) Finalmente, será obligatorio para la Comisión desarrollar su función conciliatoria dentro del plazo de seis meses a que se refiere el Artículo VII del Tratado de Santiago de Chile de 3 de Mayo de 1923.

Vol. 44, pp. 2530, 2534.

Extension allowed.

Las Partes en controversia podrán, sin embargo, prorrogar este plazo si así lo acuerdan y lo comunican oportunamente a la Comisión.

considered to be favorable in the course of the investigation and within the period of time fixed therefor in Article V of the Treaty of Santiago de Chile of May 3, 1923.

(3) Finally, the Commission shall be bound to carry out its conciliatory function within the period of six months which is referred to in Article VII of the Treaty of Santiago de Chile of May 3, 1923.

The Parties to the controversy may, however, extend this time, if they so agree and notify the Commission in due time.

ARTÍCULO 5

ARTICLE 5

Action of Parties prior to organizing of Commissions of Inquiry.

La presente Convención no constituye obstáculo a que cualquiera o cualesquiera de las Altas Partes Contratantes, conjunta o separadamente, por iniciativa propia o a requerimiento de una o más de las Partes en controversia, puedan ofrecer sus buenos oficios o su mediación; pero las Altas Partes Contratantes convienen en no hacer uso de esos medios de arreglo pacífico desde el momento en que se constituya la Comisión mencionada en el Artículo 2 hasta la firma del acta final a que se refiere el Artículo 11 de esta Convención.

The present convention does not preclude the High Contracting Parties, or one or more of them, from tendering their good offices or their mediation, jointly or severally, on their own motion or at the request of one or more of the Parties to the controversy; but the High Contracting Parties agree not to make use of those means of pacific settlement from the moment that the Commission described in Article 2 is organized until the final act referred to in Article 11 of this convention is signed.

Post, p. 2220.

ARTÍCULO 6

ARTICLE 6

Examinations by Commissions to effect a settlement.

La misión de la Comisión, como órgano de conciliación, en todos los casos especificados en el Artículo 2 de esta Convención, es la de procurar la conciliación de las diferencias sometidas a su examen, esforzándose en obtener un arreglo entre las Partes.

The function of the Commission, as an organ of conciliation, in all cases specified in Article 2 of this convention, is to procure the conciliation of the differences subject to its examination by endeavoring to effect a settlement between the Parties.

Final report and bases of proposed settlement.

Quando la Comisión se encuentre en el caso previsto en el inciso 3° del Artículo 4 de esta Convención hará un examen concienzudo e imparcial de las cuestiones que sean materia de la diferencia, consignará en un informe los resultados de sus labores y propondrá a las Partes

When the Commission finds itself to be within the case foreseen in paragraph 3 of Article 4 of this convention, it shall undertake a conscientious and impartial examination of the questions which are the subject of the controversy, shall set forth in a report the results of its proceed-

rante o processo de investigação e dentro do prazo fixado para o mesmo no Artigo V do Tratado de Santiago do Chile de 3 de maio de 1923.

- (3) A Comissão, finalmente, será obrigada a exercer as suas funções conciliatorias dentro do prazo de seis mezes a que se refere o Artigo VII do Tratado de Santiago do Chile de 3 de maio de 1923.

As Partes em controversia poderão, não obstante, prorogar este prazo, se nisso concordarem e o communicarem no devido tempo á Comissão.

ARTIGO 5

A presente Convenção não impede que qualquer ou quaesquer das Altas Partes Contractantes, conjunta ou separadamente, por iniciativa propria ou a pedido de uma ou varias Partes em controversia, possam offerecer os seus bons officios ou a sua mediação; mas as Altas Partes Contractantes concordam em não fazer uso desses meios de solução pacifica desde o momento em que se constitua a Comissão mencionada no Artigo 2 até á assignatura da acta final a que se refere o Artigo 11 desta Convenção.

ARTIGO 6

A Comissão, como órgão de conciliação em todos os casos especificados no Artigo 2 desta Convenção, procurará conseguir a conciliação das controversias submettidas ao seu exame esforçando-se por obter a sua solução entre as Partes.

Comtudo, no caso previsto no paragrapho 3 do Artigo 4 desta Convenção, a Comissão procederá a um exame consciencioso e imparcial das questões que constituirem o objecto da controversia, consignará em um relatorio os resultados dos seus trabalhos e proporá ás Partes as bases de

pice au cours de l'investigation et dans la limite de temps fixée à cet effet par l'Article V du Traité de Santiago de Chili du 3 mai 1923.

- (3) Enfin, la Commission sera tenue de remplir ses fonctions de conciliation dans la période de six mois prévue à l'Article VII du Traité de Santiago de Chili du 3 mai 1923.

Les Parties en controverse peuvent, néanmoins, prolonger cette période d'un commun accord, et en informer la Commission en temps voulu.

ARTICLE 5

La présente Convention n'empêche pas les Hautes Parties Contractantes, ou une ou plusieurs d'entre elles d'offrir leurs bons offices ou leur médiation, conjointement ou séparément, de leur propre initiative ou à la demande de l'une ou de plusieurs des Parties en controverse; mais les Hautes Parties Contractantes conviennent de ne pas faire usage de ces moyens de règlement pacifique, à partir du moment où la Commission prévue à l'Article 2 est organisée jusqu'à la signature de l'acte final mentionné dans l'Article 11 de la présente Convention.

ARTICLE 6

La fonction de la Commission, comme organe de conciliation dans tous les cas spécifiés dans l'Article 2 de la présente convention, est de procurer la conciliation des différends soumis à son examen en s'efforçant d'effectuer un règlement entre les Parties.

Lorsque la Commission se trouve dans le cas prévu au paragrapho 3 de l'Article 4 de la présente Convention, elle procédera à un examen consciencieux et impartial des questions qui font l'objet de la controverse, consignera dans un rapport, les résultats de ses délibérations et propo-

Vol. 44, pp. 2539, 2544.

Period established for acting.

Vol. 44, pp. 2539, 2544.

Extension allowed.

Action of Parties prior to organizing of Commissions of Inquiry.

Post, p. 2221.

Examinations by Commissions to effect a settlement.

Final report and bases of proposed settlement.

las bases de arreglo para la solución equitativa de la controversia.

ings, and shall propose to the Parties the bases of a settlement for the equitable solution of the controversy.

ARTÍCULO 7

ARTICLE 7

Majority vote on decisions, etc.

Salvo acuerdo en contrario de las Partes, las decisiones y recomendaciones de cualquiera de las Comisiones de Conciliación deberán adoptarse por mayoría de votos.

Except when the Parties agree otherwise, the decisions and recommendations of any Commission of Conciliation shall be made by a majority vote.

ARTÍCULO 8

ARTICLE 8

Rules of procedure.

La Comisión mencionada en el Artículo 2 de esta Convención establecerá por sí misma las reglas de su procedimiento. A falta de acuerdo en contrario, regirá el procedimiento indicado en el Artículo IV del Tratado de Santiago de Chile de 3 de Mayo de 1923.

The Commission described in Article 2 of this convention shall establish its rules of procedure. In the absence of agreement to the contrary, the procedure indicated in Article IV of the Treaty of Santiago de Chile of May 3, 1923, shall be followed.

Vol. 44, pp. 2527, 2533.

Payment of expenses.

Cada Parte sufragará sus propios gastos y una parte igual de los gastos de la Comisión.

Each party shall bear its own expenses and a proportionate share of the general expenses of the Commission.

ARTÍCULO 9

ARTICLE 9

Report and recommendations not a decision nor an arbitral award.

El informe y las recomendaciones de la Comisión, en cuanto actúe como órgano de conciliación, no tendrán carácter de sentencia ni de laudo arbitral y no serán obligatorios para las Partes ni en lo concerniente a la exposición o interpretación de los hechos ni en lo relativo a las cuestiones de derecho.

The report and the recommendations of the Commission, insofar as it may be acting as an organ of conciliation, shall not have the character of a decision nor an arbitral award, and shall not be binding on the Parties either as regards the exposition or interpretation of the facts or as regards questions of law.

ARTÍCULO 10

ARTICLE 10

Certified copy of report, etc., to Parties.

En el más breve plazo posible después de la terminación de sus labores, la Comisión transmitirá a las Partes copia auténtica del informe y de las bases de arreglo que proponga.

As soon as possible after the termination of its labors the Commission shall transmit to the Parties a certified copy of the report and of the bases of settlement which it may propose.

Time for action thereon.

La Comisión al transmitir a las Partes el informe y las recomendaciones les fijará un término, que no excederá de seis meses, dentro del cual deberán pronunciarse sobre las bases de arreglo antes mencionadas.

The Commission in transmitting the report and the recommendations to the Parties shall fix a period of time, which shall not exceed six months, within which the Parties shall pass upon the bases of settlement above referred to.

um accordo para a solução equitativa da controversia.

sera aux Parties les bases d'un règlement pour la solution équitable de la controverse.

ARTIGO 7

ARTICLE 7

Salvo accordo das Partes em contrario, as decisões e recommendações de qualquer das Comissões de Conciliação deverão ser tomadas por maioria de votos.

Sauf accord contraire entre les Parties, les décisions et les recommandations d'une Commission de Conciliation quelconque seront prises à la majorité des voix.

Majority vote on decisions, etc.

ARTIGO 8

ARTICLE 8

A Comissão a que se refere o Artigo 2 desta Convenção estabelecerá as proprias regras do seu procedimento.

La Commission prévue à l'Article 2 de la présente Convention établira ses règles de procédure. En l'absence d'un accord contraire, la procédure indiquée à l'Article IV du Traité de Santiago de Chili du 3 mai 1923, sera suivie.

Rules of procedure.

Em falta de accordo em contrario, regerà o procedimento indicado no Artigo IV do Tratado de Santiago do Chile de 3 de maio de 1923.

Cada uma das partes proverá ás suas proprias despesas e mais a uma porcentagem das despesas geraes da Comissão.

Chaque Partie supportera ses propres dépenses et une part égale des frais généraux de la Commission.

Vol. 44, pp. 2530, 2544.

Payment of expenses.

ARTIGO 9

ARTICLE 9

O relatorio e as recommendações da Comissão, sempre que esta funcione como órgão de conciliação, não terão caracter de sentença nem de laudo arbitral e não serão obrigatorias para as Partes, nem no que se refere á exposição ou interpretação dos factos nem em relação ás questões de direito.

Le rapport et les recommandations de la Commission, en tant qu'elle agit comme organe de conciliation, n'auront pas le caractère d'une décision ou d'une sentence arbitrale et n'engageront les Parties ni en ce qui concerne l'exposé ou l'interprétation des faits, ni en ce qui concerne les questions de droit.

Report and recommendations not a decision nor an arbitral award.

ARTIGO 10

ARTICLE 10

No mais breve prazo possivel, depois da terminação dos seus trabalhos, a Comissão transmittirá ás Partes copia authentica de relatorio e das bases do accordo que propuzer.

Aussitôt que possible après la conclusion de ses travaux, la Commission transmettra aux Parties une copie certifiée conforme du rapport et des bases de règlement qu'elle pourrait proposer.

Certified copy of report, etc., to Parties.

Ao transmittir o relatorio e as recommendações ás Partes, a Comissão fixará um prazo, que não excederá de seis mezes, dentro do qual deverão as Partes se pronunciarem sobre as bases do accordo acima referido.

En transmettant le rapport et les recommandations aux Parties, la Commission fixera une période de temps qui ne dépassera pas six mois, pendant laquelle les Parties devront se prononcer sur les bases de règlement mentionnées plus haut.

Time for action thereon.

ARTÍCULO 11

Notice of decision of Parties on report, etc.

Expirado el plazo fijado por la Comisión para que las Partes se pronuncien, la Comisión hará constar en un acta final la decisión de las Partes y, si se ha efectuado la conciliación, los términos del arreglo.

ARTICLE 11

Once the period of time fixed by the Commission for the Parties to make their decisions has expired, the Commission shall set forth in a final act the decision of the Parties, and if the conciliation has been effected, the terms of the settlement.

ARTÍCULO 12

Time extended for refraining from hostilities.

Vol. 44, pp. 2528, 2532.

Las obligaciones estipuladas en la segunda parte del párrafo primero del Artículo I del Tratado de Santiago de Chile de 3 de Mayo de 1923, se extenderán hasta el momento de la firma del acta final a que se refiere el artículo precedente.

ARTICLE 12

The obligations set forth in the second sentence of the first paragraph of Article I of the Treaty of Santiago de Chile of May 3, 1923, shall extend to the time when the final act referred to in the preceding article is signed.

ARTÍCULO 13

Limitation on interruption of conciliation procedure restricted.

Una vez iniciado el procedimiento de conciliación sólo se interrumpirá por el arreglo directo entre las Partes o por el acuerdo de aceptar en absoluto la decisión *ex aequo et bono* de un Jefe de Estado americano o de someter la diferencia al arbitraje o a la justicia internacional.

ARTICLE 13

Once the procedure of conciliation is under way it shall be interrupted only by a direct settlement between the Parties or by their agreement to accept absolutely the decision *ex aequo et bono* of an American Chief of State or to submit the controversy to arbitration or to an international court.

ARTÍCULO 14

Organization of Commissions of Inquiry in cases not applicable under former Treaty.

Vol. 44, pp. 2529, 2534.

Procedure.

En los casos en que por cualquier causa no pudiese aplicarse el Tratado de Santiago de Chile de 3 de Mayo de 1923, se organizará la Comisión a que se refiere el Artículo 2 de la presente Convención a fin de que ejerza las funciones conciliatorias estipuladas en ella, procediéndose para la organización de la Comisión en forma igual a la prescrita en el Artículo IV de aquel Tratado.

En tales casos, la Comisión así constituida se regirá para su funcionamiento por las estipulaciones de la presente Convención relativas a la conciliación.

ARTICLE 14

Whenever for any reason the Treaty of Santiago de Chile of May 3, 1923, does not apply, the Commission referred to in Article 2 of this convention shall be organized to the end that it may exercise the conciliatory functions stipulated in this convention; the Commission shall be organized in the same manner as that prescribed in Article IV of said treaty.

In such cases, the Commission thus organized shall be governed in its operation by the provisions, relative to conciliation, of this convention.

ARTÍCULO 15

Applicable to Permanent Commissions.

Se aplicará también lo estipulado en el artículo anterior respecto de las Comisiones Perma-

ARTICLE 15

The provisions of the preceding article shall also apply with regard to the Permanent Commis-

ARTIGO 11

Expirado o prazo fixado pela Comissão para que as Partes se pronunciem, a Comissão fará constar em uma acta final a decisão das Partes e os termos do accordo, caso se tenha effectuado a conciliação.

ARTIGO 12

As obrigações estabelecidas na segunda parte do paragraho 1 do Artigo I do Tratado de Santiago do Chile de 3 de maio de 1923 se extenderão até ao momento da assignatura da acta final a que se refere o artigo precedente.

ARTIGO 13

Uma vez iniciado o processo de conciliação, só poderá este ser interrompido se as Partes chegarem a um accordo directo, se aceitarem de fórma absoluta a decisão *ex aequo et bono* de um Chefe de Estado americano ou se concordarem em submeter a controversia á arbitramento ou á justiça internacional.

ARTIGO 14

Sempre que por qualquer causa não se applique o Tratado de Santiago do Chile de 3 de maio de 1923, a Comissão a que se refere o Artigo 2 da presente Convenção será organizada como fim de exercer as funções conciliatorias estipuladas nesta Convenção; a Comissão deverá ser organizada da mesma maneira estabelecida no Artigo IV daquelle tratado.

Em taes casos, a Comissão assim constituida funcionará de conformidade com as estipulações da presente Convenção relativas á conciliação.

ARTIGO 15

O disposto no Artigo precedente tambem se applica ás Comissões permanentes creadas pelo

ARTICLE 11

A l'expiration de la période de temps fixée par la Commission pour que les Parties se prononcent, la Commission constatera, dans un acte final, la décision des Parties ainsi que les termes de l'arrangement si la conciliation a été effectuée.

Notice of decision of Parties on report, etc.

ARTICLE 12

Les obligations prévues dans la deuxième phrase du premier paragraphe de l'Article I du Traité de Santiago de Chili du 3 mai 1923, resteront en vigueur jusqu'à la signature de l'acte final mentionné dans l'article précédent.

Time extended for retraining from hostilities.

Vol. 44, pp. 2537, 2542.

ARTICLE 13

Dès que la procédure de conciliation sera commencée, elle ne sera interrompue que par un arrangement direct entre les Parties ou par un accord en vue d'accepter sans réserve la décision *ex aequo et bono* d'un Chef d'Etat américain ou de soumettre la controverse à l'arbitrage ou à un tribunal international.

Limitation on interruption of conciliation procedure restricted.

ARTICLE 14

Si pour une raison quelconque le Traité de Santiago de Chili du 3 mai 1923 n'est pas appliqué, la Commission prévue à l'Article 2 de la présente Convention sera organisée afin qu'elle puisse exercer les fonctions de conciliation stipulées dans la présente Convention; la Commission sera organisée de la même manière que celle prévue à l'Article IV du dit traité.

Organization of Commissions of Inquiry in cases not applicable under former Treaty.

Vol. 44, pp. 2538, 2543.

Dans de tels cas, la Commission ainsi organisée sera régie, dans ses fonctions, par les dispositions de la présente convention, relatives à la conciliation.

Procedure.

ARTICLE 15

Les dispositions de l'article précédent s'appliqueront également en ce qui concerne les Commis-

Applicable to Permanent Commissions.

nentes creadas por el referido Tratado de Santiago de Chile, a fin de que dichas Comisiones desempeñen las funciones conciliatorias estipuladas en el Artículo 3 de la presente Convención.

Ante, p. 2214.

ARTÍCULO 16

Ratification.

La presente Convención será ratificada por las Altas Partes Contratantes de acuerdo con sus procedimientos constitucionales, debiendo ratificar previamente el Tratado de Santiago de Chile de 3 de Mayo de 1923 las que no lo hubiesen hecho.

Deposit of original and ratifications.

La Convención original y los instrumentos de ratificación serán depositados en el Ministerio de Relaciones Exteriores de la República de Chile, que comunicará las ratificaciones por la vía diplomática a los demás Gobiernos signatarios, entrando la Convención en vigor entre las Altas Partes Contratantes en el orden en que vayan depositando sus ratificaciones.

Duration.

Denunciation.

Esta Convención regirá indefinidamente; pero podrá ser denunciada mediante aviso dado con un año de anticipación, transcurrido el cual cesará en sus efectos para el denunciante, quedando subsistente para los demás signatarios. La denuncia será dirigida al Ministerio de Relaciones Exteriores de la República de Chile, que la transmitirá a los demás Gobiernos signatarios a los efectos consiguientes.

Adherence of non-signatory States.

Los Estados americanos que no hayan suscrito esta Convención podrán adherirse a ella, enviando el instrumento oficial en que se consigne esta adhesión al Ministerio de Relaciones Exteriores de la República de Chile que lo notificará a las otras Altas Partes Contratantes en la forma antes expresada.

Signatures.

En testimonio de lo cual los Plenipotenciarios arriba nombrados firman la presente Convención, en español, inglés, portugués y francés, y estampan sus respectivos sellos.

sions constituted by the aforementioned Treaty of Santiago de Chile, to the end that said Commissions may exercise the conciliatory functions prescribed in Article 3 of this convention.

ARTICLE 16

The present convention shall be ratified by the High Contracting Parties in conformity with their respective constitutional procedures, provided that they have previously ratified the Treaty of Santiago, Chile, of May 3, 1923.

The original convention and the instruments of ratification shall be deposited in the Ministry for Foreign Affairs of the Republic of Chile which shall give notice of the ratifications through diplomatic channels to the other signatory Governments and the convention shall enter into effect for the High Contracting Parties in the order that they deposit their ratifications.

This convention shall remain in force indefinitely, but it may be denounced by means of notice given one year in advance at the expiration of which it shall cease to be in force as regards the Party denouncing the same, but shall remain in force as regards the other signatories. Notice of the denunciation shall be addressed to the Ministry for Foreign Affairs of the Republic of Chile which will transmit it for appropriate action to the other signatory Governments.

Any American State not a signatory of this convention may adhere to the same by transmitting the official instrument setting forth such adherence, to the Ministry for Foreign Affairs of the Republic of Chile which will notify the other High Contracting Parties thereof in the manner heretofore mentioned.

In witness whereof the above mentioned Plenipotentiaries have signed this convention in English, Spanish, Portuguese and French and hereunto affix their respective seals.

Tratado de Santiago do Chile, afim de que as referidas Comissões possam exercer as funcções conciliatorias estipuladas no Artigo 3 da presente Convenção.

sions Permanentes institúées par le dit Traité de Santiago de Chili, afin que les dites Commissions puissent exercer les fonctions conciliatoires prévues à l'Article 3 de la présente convention.

Ante, p. 2215.

ARTIGO 16

ARTICLE 16

A presente Convenção será ratificada pelas Altas Partes Contractantes de conformidade com os seus respectivos preceitos constitucionaes, com a condição de ratificarem previamente o Tratado de Santiago do Chile, de 3 de maio de 1923, as Partes que o não tiverem feito.

La présente convention sera ratifiée par les Hautes Parties Contractantes conformément à leurs procédures constitutionnelles respectives, pourvu qu'elles aient précédemment ratifié le Traité de Santiago de Chili du 3 mai 1923.

Ratification.

A Convenção original e os instrumentos de ratificação serão depositados no Ministerio das Relações Exteriores da Republica do Chile, que fará as convenientes communicações por via diplomatica aos demais Governos signatarios, começando a vigorar a Convenção entre as Altas Partes Contractantes pela ordem em que forem depositadas as respectivas ratificações.

L'original de la présente convention et les instruments de ratification seront déposés au Ministère des Affaires Étrangères de la République de Chili qui notifiera les ratifications, par la voie diplomatique, aux autres Gouvernements signataires et la convention entrera en vigueur pour les Hautes Parties Contractantes dans l'ordre de dépôt de leur ratification.

Deposit of original and ratifications.

Esta Convenção vigorará indefinidamente; pode ser denunciada e os seus efeitos cessarão para o denunciante um anno depois da notificação da denuncia, passado o qual cessará nos seus efeitos para o denunciante, e continuando em vigor para os demais signatarios. A denuncia será dirigida ao Ministerio das Relações Exteriores da Republica do Chile, que a notificará aos demais Governos signatarios, para os devidos efeitos.

La présente convention restera en vigueur indéfiniment, mais elle peut être dénoncée par un avis préalable d'un an; à l'expiration de cette période, elle cessera d'être en vigueur pour ce qui concerne la Partie qui l'a dénoncée, mais restera en vigueur pour ce qui concerne les autres signataires. L'avis de dénonciation sera adressé au Ministère des Affaires Étrangères de la République de Chili qui le transmettra aux autres Gouvernements signataires pour les effets qui doivent en résulter.

Duration.

Denunciation.

Poderão adherir á presente Convenção os Estados americanos que a não tenham assignado, enviando o instrumento official de adhesão ao Ministerio das Relações Exteriores da Republica do Chile, que a notificará ás outras Altas Partes Contractantes, na forma acima indicada.

Les Etats américains qui n'auront pas signé la présente convention pourront y adhérer, en transmettant l'instrument officiel établissant leur adhésion au Ministère des Affaires Étrangères de la République du Chili, qui en informera les autres Hautes Parties Contractantes de la manière mentionnée plus haut.

Adherence of non-signatory States.

Em testemunho do que, os Plenipotenciarios acima nomeados assignam a presente Convenção em portuguez, hespanhol, inglez e francez e a ella appõem os seus sellos.

En foi de quoi, les Plénipotentiaires mentionnés ci-dessus ont signé la présente Convention en français, en espagnol, en anglais, et en portugais et ont apposé leurs sceaux respectifs.

Signatures.

INTER-AMERICAN CONCILIATION. JANUARY 5, 1929.

Hecho en la ciudad de Washington, a los cinco días del mes de enero de mil novecientos veintinueve. Done at the city of Washington, on this fifth day of January, 1929.

CARLOS F. GRISANTI
FR. ARROYO PAREJO

[SEAL]

CARLOS F. GRISANTI
FR. ARROYO PAREJO

Chile exceptua en esta Convención las cuestiones que tengan origen en situaciones o hechos anteriores a ella.

A. PLANET

[SEAL]

MANUEL FOSTER

[SEAL]

E. DIEZ DE MEDINA

[SEAL]

JOSÉ PEDRO VARELA

[SEAL]

MANUEL CASTRO QUESADA

[SEAL]

JOSÉ TIBLE-MACHADO

HERNÁN VELARDE
VICTOR M. MAÚRTUA

[SEAL]

[SEAL]

RÓMULO E. DURÓN
M. LÓPEZ PONCE

[SEAL]

[SEAL]

ADRIÁN RECINOS
JOSÉ FALLA

[SEAL]

[SEAL]

[SEAL]

A. BONAMY

[SEAL]

RAOUL LIZAIRE

[SEAL]

GONZALO ZALDUMBIDE

[SEAL]

ENRIQUE OLAYA HERRERA

[SEAL]

C. ESCALLÓN

S. GURGEL DO AMARAL

[SEAL]

A. ARAUJO-JORGE

[SEAL]

Dado na cidade de Washington, aos cinco dias do mez de janeiro de mil novecentos e vinte e nove

Fait dans la ville de Washington, le cinquième jour du mois de janvier mil neuf cent vingt-neuf.

R. J. ALFARO [SEAL]
CARLOS L. LÓPEZ [SEAL]

ELIGIO AYALA [SEAL]

[SEAL] MÁXIMO H. ZEPEDA
ADRIÁN RECINOS
J. LISANDRO MEDINA

[SEAL] FERNANDO GONZÁLEZ ROA
[SEAL] BENITO FLORES

CAYETANO OCHOA [SEAL]
DAVID ROSALES, HIJO

A. MORALES [SEAL]
G. A. DÍAZ [SEAL]

ORESTES FERRARA [SEAL]
GUSTAVO GUTIÉRREZ [SEAL]

[SEAL] FRANK B. KELLOGG
[SEAL] CHARLES EVANS HUGHES

Certified to be a true copy of the signed original.

FRANK B KELLOGG
Secretary of State
of the United States of America.

AND WHEREAS the said Convention has been ratified on the part of the United States of America and the instrument of ratification was in conformity with Article XVI of the said Convention deposited in the Ministry for Foreign Affairs of the Republic of Chile on the twenty-seventh day of March, one thousand nine hundred and twenty-nine;

Ratification.
Ante, p. 2222.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this fourth day of April in the year of our Lord one thousand nine hundred and twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:
HENRY L STIMSON
Secretary of State.

February 28, 1929.
March 30, 1929.

Parcel post convention between the United States of America and Norway. Signed at Oslo, February 28, 1929, at Washington, March 30, 1929; approved by the President, April 5, 1929.

Parcel Post Convention

between

**The United States of America and
Norway****Pakkepostoverenskomst**

mellem

Norge og Amerikas Forente Stater

Parcel post convention with Norway.

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 Norway, the undersigned, Walter F. Brown, Postmaster General of the United States of America, and the undersigned Klaus Helsing, Director General of Posts of Norway, by virtue of authority vested in them, have agreed upon the following articles:

I den hensikt & treffe avtale om utveksling av pakker mellem Norge og Amerikas Forente Stater (innbefattet Alaska, Hawaii, Portorico, Guam, Samoøyene og Jomfruøyene tilhørende Amerikas Forente Stater) er undertegnede Klaus Helsing, Postdirektør i Norge, og Walter F. Brown, Generalpostmester i De Forente Stater, i henhold til fullmakt som er gitt dem kommet overens om følgende artikler:

Limits of weight and size.

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 ten centimeters) in length, or six feet (one hundred and eighty five 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.

3. The Postal Administrations of the two Countries reserve the right to fix subsequently, by common consent, if their respective Regulations permit, the rates and conditions applicable to parcels exceeding the limits of weight and size specified in paragraph 1.

Postage and fees.

II. Postage and Fees.

1. The Administration of Origin is entitled to collect from the

I. Begrensning av vekt og mål.

1. Ingen pakke må ha en vekt av over to og tyve pund (10 kilogram) og en lengde av over tre fot og seks tommer (ett hundre og ti centimeter), eller en lengde og omkrets sammenlagt av over seks fot (ett hundre og fem og otti centimeter).

2. Når det gjelder den nøiaktige beregning av pakkens vekt og dimensjoner skal det avsendende postvesens mening godtas undtagen i tilfelle av åpenbar feiltagelse.

3. I tilfelle deres respektive reglementer tillater det skal de to poststyrever ha adgang til senere etter felles overenskomst å fastsette takster og vilkår for utveksling av pakker som overstiger den vekt og de mål som er anført i paragraf 1.

II. Porto og avgifter.

1. Det avsendende postvesen er berettiget til å oppkreve hos

Collection from sender.

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.

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.

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

avsenderen av en pakke sådan porto og sådan avgift for efterspørsel fremsatt efter pakkens innlevering, og dessuten når det gjelder verdipakker, sådan assuranceavgift og avgift for mottagelsesbevis—som til enhver tid måtte gjelde i dets posttjeneste.

2. Porto og i tilfelle de i forgående avsnitt nevnte avgifter må, undtagen når det gjelder returnerte og omeksperderte pakker, betales på forhånd.

III. Pakkenes utstyr.

1. Avsenderens og adressatens navn og adresse må være tydelig og nøiaktig skrevet på selve pakken i alle tilfelle hvor det er mulig eller på en seddel som limes på pakken.

Dersom pakken har en sådan form eller størrelse at adressen bare har kunnet påføres en vedheftet merkelapp, må avsenderens og adressatens navn og adresse også skrives på en særskilt seddel som legges inn i pakken; slike adressesedler bør for øvrig legges inn i enhver pakke.

Pakker hvis avsendere eller adressater er betegnet med initialer mottas ikke til befordring medmindre initialene er avsendernes eller adressatens registrerte forretningsnavn.

Adresser skrevet med almindelig blyant er ikke tillatt, kopiblekk eller kopiblyant på fuktet papir kan dog anvendes.

2. Avsenderen skal på en dertil bestemt blankett utferdige en tollangivelse for hver pakke som sendes fra det ene eller det annet av landene. Tollangivelsen skal gi en almindelig beskrivelse av pakken, en nøiaktig og detaljert opgave over innhold og verdi, innleveringsdatum, avsenderens og adressatens navn og adresse, og skal festes forsvarlig til pakken.

3. Postvesenene overtar intet ansvar for at tollangivelsene er riktig utfylt.

Prepayment.

Preparation of parcels.

Addressing requirements.

Customs declaration.

No official responsibility for correctness.

Packing, etc., re-
quirements.

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.

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.

Mark by sender.

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.

Value of contents not
to be stated.

5. No insured parcel need have written on it information as to the value of its contents, although this may be stated in the accompanying customs declaration.

Stamped label.

6. 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, must also be marked or labelled or stamped "Insured".

Placing stamps.

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

Containers for liq-
uids, etc.

8. 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 cardboard or strong fibreboard or receptacle of equal strength) shall be left a space which shall be filled with

4. Enhver pakke må være innpakket på en måte som svarer til transportens varighet og slik at innholdet beskyttes. Almindelige pakker kan lukkes med lakk, blyplomber eller på annen måte.

Verdipakker må lukkes og forsegles forsvarlig med lakk eller på annen måte, men adresselandet skal ha rett til å åpne såvel dem som almindelige pakker (herunder rett til å bryte segl) for å besiktige innholdet. Pakker som er blitt åpnet på denne måte skal innpakkes og tjenstlig forsegles, det er dog ikke nødvendig å forsegle almindelige pakker, dersom de ikke har vært forseglet av avsenderen fra først av.

Hvert postvesen kan som en sikkerhetsforanstaltning forlange at avsenderen anbringer et spesielt avtrykk eller merke i de segl som settes på verdipakker som innleveres ved dets poststeder.

5. Det kreves ikke at innholdets verdi angis utenpå verdipakker; verdien kan dog angis i den tollangivelse som følger med.

6. Verdipakker skal på en iøinefallende måte på adresse-siden ved skrift, merkelapp eller stempel være påført ordet "Verdi" ("Insured"); i umiddelbar Nærhet herav må anføres pakkens registernummer. Såfremt tollangivelsen ikke er limet til pakken må også den være påskrevet, stemplet eller ved hjelp av en etikett påført "Verdi" ("Insured").

7. Merkelapper eller stempler på verdipakker må være plasert slik at de ikke kan tjene til å skjule beskadigelser av omslaget. De må ikke foldes over to sider av omslaget således at kanten skjules.

8. Flytende saker eller ethvert stoff som lett går over i flytende form må pakkes i dobbelt innpakning. Mellem den første innpakning (flaske, krukke, eske etc.) og den annen innpakning (eske av metall, sterkt tre, bølgepapp, fibertre eller lignende sterk innpakning) skal være et rum, som fylles med sagmugg, klid,

sawdust, bran, or some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.

9. Powders and dyes in powder form must be packed in lead-sealed metal containers which containers must be enclosed in substantial outer cover 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

eller et annet absorberende stoff, i tilstrekkelig mengde til å absorbere det flytende innhold i tilfelle av beskadigelse.

9. Pulver og farver i pulverform må pakkes i gjenloddede metallbeholdere; disse beholdere må igjen være innpakket i en så solid ytre innpakning at denne yder den størst mulige beskyttelse for den øvrige post.

IV. *Forbud.*

1. Følgende saker kan ikke sendes i pakkeposten:

(a) Brev eller en meddelelse som har karakter av brev. Det er dog tillatt å legge inn i en pakke en åpen faktura, som ikke inneholder annet enn de for en faktura almindelige anførsler og likeledes en blott og bar avskrift av pakkens adresse med avsenderens adresse tilføjet.

(b) Innlagte ting som bærer en adresse som er forskjellig fra den som står på pakkens omslag.

(c) Levende dyr (undtatt bier, som må legges i esker som er innrettet slik at postfunksjonærene beskyttes mot fare og at det er adgang til å bringe innholdet på det rene).

(d) Saker som ikke er tillatt ifølge toll-lover eller tollreglementer eller andre gjeldende lover eller reglementer i noget av landene.

(e) Eksplosive eller lett antendelige saker og, som regel, enhver gjenstand som det er farlig å føre.

2. Når en pakke som støter an mot noget av disse forbud er overlevert fra det ene postvesen til det annet, skal det sistnevnte behandle pakken overensstemmende med sine lover og innenriks forskrifter.

3. De to poststyres skal tilstille hinannen gjensidig en liste over forbudte saker, men de vil ikke dermed ha overtatt noget ansvar, hverken overfor politiet,

Powders.

Prohibitions.

Articles specified.

Letters, etc.

With different address.

Live animals, except bees.

Admission not authorized.

Explosives.

Erroneously transmitted.

List of prohibited articles to be furnished.

towards the police, the Customs authorities, or the senders of parcels.

tollvesenet eller pakkenes avsendere.

Customs duties.

V. *Customs Duties.*

V. *Tollavgifter.*

To be collected on delivery.

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.

Pakkene skal i bestemmelseslandet være underkastet alle de tollavgifter og tollforskrifter som gjelder der i landet for å sikre dets tollinntekter; de rettmessig pålagte tollavgifter skal kreves op ved pakkens utlevering i overensstemmelse med bestemmelseslandets tollforskrifter.

Exchange of parcels.

VI. *Method of Exchange of Parcels.*

VI. *Fremgangsmåten ved utveksling av pakker.*

Sealed sacks.

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 costs and by such means as it provides.

1. Pakkene skal utveksles i tilbørlig ombundne og forseglede sekker mellom de kontorer som de to poststyrever etter avtale bestemmer; utgangslandet skal fremsende pakkene til bestemmelseslandet for sin regning og på den måte som det selv avgjør.

Insured parcels.

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.

2. Verdipakker og almindelige pakker skal pakkes i sekker hver for sig; merkelappene på sekker med verdipakker skal være merket med sådanne tydelige kjennetegn som det til enhver tid er truffet avtale om.

Billing of parcels.

VII. *Billing of Parcels.*

VII. *Kartering av pakker.*

Parcel bills.

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

1. De almindelige (uassurerte) pakker som omfattes av en kartavslutning skal føres op i pakkepostkartet med bare angivelse av det samlede antall pakker.

Separate bills for each class.

2. Ordinary and insured parcels shall each be entered in separate parcel bills and the insured parcels 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.

2. Almindelige pakker og verdipakker skal opføres i særskilte pakkepostkarter hver for sig; verdipakkene skal opføres enkeltvis. For verdipakker skal anføres verdinummer og utgangspoststedet (og land eller stat).

Returned parcels.

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

3. Til anførselene i kartet vedkommende en returnert pakke må være føiet ordet "Retur."

Numbering by dispatching office.

4. Each dispatching office of exchange shall number the parcel bills in the upper left-hand corner,

4. Det avsendende utvekslingskontor skal nummerere pakkepostkartene øverst i venstre hjørne,

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.*

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,

i det man begynner hvert år med en ny serie for hvert mottagende utvekslingskontor. Det siste nummer i året skal anføres i pakkepostkartet for den første kartavslutning i det følgende år.

5. Den nøiaktige fremgangsmåte ved kartering av pakker eller pakkepostsekker m. v. som sendes av det ene postvesen i transitt gjennom det annet, tillikemed enhver detalj ved fremgangsmåten vedkommende ekspedisjonen av sådanne pakker eller sekker m. v. for hvilke forholdsregler ikke er fastsatt ovenfor, skal ordnes ved gjensidig overenskomst gjennomkorrespondanse mellom de to poststyrer.

VIII. *Innleveringsbevis.*

På forlangende får avsenderen ved innleveringen av en almindelig (uassurert) pakke et innleveringsbevis av det poststed hvor pakken innleveres i den form som er fastsatt for øiemedet; hvert land kan fastsette en rimelig avgift herfor. Avsenderen av en verdipakke får bevidnelse for at pakken er sendt som verdipakke; annet innleveringsbevis vil ikke bli utlevert ham.

IX. *Ansvar overtas ikke for almindelige pakker.*

Hverken avsenderen av en almindelig (uassurert) pakke eller adressaten er berettiget til erstatning for tap av pakken, eller for inngrep i eller beskadigelse av dens innhold.

X. *Verdi.*

1. Avsenderen av en pakke kan få den sendt som verdipakke ved å betale i tillegg til portoen den assuranceavgift som er fastsatt i utganglandet. I tilfelle av tap, plyndring eller beskadigelse skal det betales erstatning som svarer til den skade som virkelig er forvoldt ved tapet, plyndringen eller beskadigelsen beregnet etter den virkelige verdi på innleveringstiden og innleveringsstedet inntil et

Articles in transit.

Certificates of mailing.

Furnished to sender on request.

Responsibility.

No compensation for loss, etc., of ordinary parcels.

Insurance.

Fee.

Indemnity limited.

or the equivalent thereof, kr. 373 gold, when mailed in Norway.

beløp som ikke må overstige kr. 373,00 gull når pakken er innlevert i Norge, eller \$ 100 gull når pakken er innlevert i Amerikas Forente Stater.

Indemnity restrictions.

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

Det skal ikke ydes erstatning for en verdipakke utover innholdets virkelige verdi.

Other limits by agreement.

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.

Begge poststyrene forbeholder sig rett til etter gjensidig overenskomst gjennom korrespondanse å avtale en høyere eller lavere grense for erstatning enn den som er nevnt i denne overenskomst.

Coin, jewelry, etc.

2. Every parcel containing coin, bullion, jewelry, or any other precious article must be insured.

2. Alle pakker som inneholder mynt, umyntet gull eller solv, edelstener eller andre kostbare gjenstander, må sendes som verdipakker.

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.

Hvis en pakke som inneholder mynt, umyntet gull eller sølv, edelstener eller andre kostbare gjenstander ikke er sendt som verdipakke, skal det poststed som først bemerker at pakken er sendt som almindelig pakke, behandle pakken som verdipakke overensstemmende med vedkommende lands forskrifter.

Fees for indemnity.

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

3. Det avsendende postvesen har rett til å fastsette størrelsen av de avgifter som det vil opkreve for forskjellige erstatningssetser innenfor det fastsatte maksimum.

Return receipts and inquiries.

XI. Return Receipts and Inquiries.

XI. Mottagelsesbevis og etter-spørslser.

Advice of delivery.

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.

1. Avsenderen av en verdipakke kan få et mottagelsesbevis mot å betale den tilleggsavgift som måtte være fastsatt av utgangslandet.

Request for information.

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.

2. Utgangslandet kan også kreve op en avgift for etter-spørsel etter almindelige pakker og verdipakker, dersom avsenderen ikke allerede har betalt den særskilte avgift for mottagelsesbevis.

Complaints of irregularity.

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.

Utgangslandet har også adgang til å kreve op en avgift i forbindelse med enhver klage over uregelmessighet som ikke straks kan sees å skyldes postvesenets feil.

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."

3. Når mottagelsesbevis ønskes, skal avsenderen eller utgangspoststedet på en tydelig måte skrive eller stemple på pakken ordene "Mottagelsesbevis forlangt" "Utleveringsbevis forlangt" eller kun bokstavene "A. R."

Marking of requests.

XII. *Indemnity.*

XII. *Erstatning.*

Indemnity.

1. Except in cases of complete 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 damage or loss 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 addressee or 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.

1. Undtagen i tilfelle av fullstendig tap eller beskadigelse på grunn av force majeure (uavvendelig begivenhet), således som dette begrep er definert ved de lovmessige avgjørelser eller av reglementsbestemmelser i det land i hvis posttjeneste beskadigelsen eller tapet inntreffer, har avsenderen eller mulig annen rettighetshaver, når en verdipakke er gått tapt, plyndret eller beskadiget, rett til en erstatning som svarer til tapets, plyndringens eller beskadigelsens virkelige verdi, fastsatt på grunnlag av den tapte, plyndrede eller beskadigede gjenstands virkelige verdi på den tid og på det sted hvor den blev innlevert til postbehandling, medmindre tapet, plyndringen eller beskadigelsen skyldes feil eller forsømmelse av avsenderen eller adressaten eller den som representerer en av disse, eller skyldes innholdets natur; erstatningen skal dog ikke overstige det beløp for hvilket verdiavgift er betalt i utgangslandet.

Allowance to sender.

Limitation.

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.

Medmindre det motsatte spesielt er avtalt mellom de omhandlede land (hvilken avtale kan inngås ved korrespondanse) skal der ikke betales erstatning av noget av landene for tap, plyndring eller beskadigelse av transiterende verdipakker, det vil si verdipakker som er utgått fra et av de to kontraherende land eller et tredje land og bestemt til et land som ikke er tilsluttet denne overenskomst.

Agreement of, for delivery in country not a party hereto.

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,

2. Intet av de to postvesener er forpliktet til å betale erstatning i tilfelle av tap eller beskadigelse på grunn av force majeure efter spesiell definisjon av dette begrep, medmindre det annet postvesen vil påta sig gjensidig erstatningsansvar efter

Loss by force majeure.

although either country may at its option and without recourse to the other country, pay indemnity for losses or damage occurring through force majeure under any definition of that term.

Parcels forwarded to a third country.

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 obligated 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.

Claim to be filed.

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.

No compensation for indirect loss, etc.

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

Matter not entitled to indemnity.

6. No indemnity will be paid for insured parcels which contain matter of no intrinsic value nor for perishable matter or matter prohibited transmission in the parcel-post mails exchanged between the contracting Administrations, or which did not conform to the stipulations of this Convention, or which were not

samme definisjon av begrepet; hvert land har dog adgang til uten regress hos det annet land å betale erstatning for tap eller beskadigelse som følge av force majeure efter hvilken som helst definisjon av dette begrep.

3. Når en verdipakke utgått fra et av landene og adressert til det annet land, fremsendes eller tilbakesendes fra adresselandet til et tredje land, er rettighetshaveren i tilfelle bare berettiget til sådan erstatning for tap, plyndring eller beskadigelse inntruffet efter omekspedisjonen av pakken i adresselandet som det land i hvilket tapet, plyndringen eller beskadigelsen opstår er villig eller forpliktet til å betale i henhold til gjeldende overenskomst mellem de land som direkte berøres av fremsendingen eller tilbakesendingen.

Hvis et av de kontraherende land feilaktig fremsender en verdipakke til et tredje land, er vedkommende land ansvarlig herfor sålangt avsendeslandets ansvar går overfor avsenderen, efter forskriftene i denne overenskomst.

4. Ingen søknad om erstatning vil bli tatt under overveielse, medmindre krav eller efterspørsel, muntlig eller skriftlig, er fremsatt av rettighetshaveren eller hans representant innen ett år, regnet fra dagen efter innleveringen av verdipakken.

5. Erstatning utbetales ikke for tap, verdiforringelse eller beskadigelse som middelbart d. e. indirekte følger av tap, ikke utlevering eller feilutlevering av verdipakker som utveksles i henhold til denne overenskomst.

6. Erstatning betales ikke for verdipakker som inneholder saker uten verdi i sig selv eller for pakker inneholdende lett bederfelige saker eller saker hvis befordring er forbudt i pakkeposten mellem de kontraherende postvesener. For pakker som ikke er i overensstemmelse med forskriftene i denne overenskomst

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 fees are 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 willfully 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,

eller som ikke er innlevert på foreskreven måte betales heller ikke erstatning; men det land som er ansvarlig for tapet, plyndringen eller beskadigelsen kan dog betale erstatning for sådanne pakker uten regress hos det annet postvesen.

7. Hvert postvesen har, om det vil, adgang til å tilbakebetale den rettmessige fordringshaver portoen eller spesielle avgifter vedkommende en helt tapt, fullstendig beskadiget eller fullstendig plyndret verdipakke, hvis det kreves. Assuransavgiften tilbakebetales ikke i noget tilfelle.

8. Erstatning betales ikke for verdipakker som ikke kan ettervises som følge av tilintetgjørelse av offentlige dokumenter på grunn av force majeure.

9. I tilfelle avsenderen, adressaten, eller eieren av en verdipakke, eller hans fullmektig med vidende og vilje opgir innholdet til en høiere verdi enn den riktige, eller når noget uriktig, fingert eller åpenbart svikaktig med vidende og vilje forsettlig er bragt inn, er det ansvarlige postvesen berettiget til uten tilbakebetaling av avgift eller porto å avslå erstatning eller til å betale sådan erstatning som etter dets forgodtbefinnende måtte anses billig under hensyn til det foreliggende forhold. Håndhevelsen av denne regel skal ikke kunne avskjære nogetsomhelst rettslig skritt som sådant svikaktig forhold måtte gjøre berettiget overfor den som krever erstatning.

10. Når en verdiforsendelse er gått tapt, blitt plyndret eller skadet, skal utgangspostvesenet betale erstatning til rettighets-haveren så snart som mulig og senest innen et tidsrum av ett år regnet fra dagen etter den dag kravet er fremsatt; erstatningen skal utbetales for regning av bestemmelseslandets postvesen, såfremt dette postvesen er ansvarlig for tapet,

Reimbursement of postage, etc., on loss of parcels.

No responsibility admitted if original documents destroyed.

Reservation in case of false statements, etc.

Administration of origin to pay indemnity within a year.

if that Administration is responsible for the loss, rifling, or damage and has been duly notified.

Deferring payments.

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.

Payment by country of origin if country of destination delays nine months.

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.

Country responsible.

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.

Repayment to country which pays.

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.

Reimbursement on gold basis.

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

Means to be used.

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.

plyndringen eller skaden og er blitt tilbørlig underrettet.

11. I de tilfelle som er anført i foregående paragraf kan dog utgangslanets postvesen undtagelsesvis utsette med betalingen av erstatning i et lengere tidsrum enn fastsatt, såfremt det ved utløpet av fristen ikke har vært mulig å fastslå vedkommende postforsendelses skjebne eller til å avgjøre ansvarsspørsmålet.

12. Undtagen i tilfelle hvor betaling undtagelsesvis er utsatt, således som omhandlet i foregående paragraf, er utgangslanet berettiget til å utbetale erstatning på vegne av bestemmelseslandet, hvis dette land, efter å være tilbørlig underrettet om erstatningskravet har latt hengå ni måneder uten å ordne saken.

13. Forpliktelsen til å betale erstatning påhviler det land hvorunder utgangspoststedet hører. Dette land kan fremsette krav overfor det ansvarlige land, det vil si, mot det postvesen på hvis territorium eller i hvis tjeneste tapet, plyndringen eller beskadigelsen har funnet sted.

14. Det land som er ansvarlig for tapet, plyndringen eller beskadigelsen og for hvis regning utbetalingen er foretatt, er forpliktet til å refundere det utbetalte erstatningsbeløp til det land som har foretatt utbetalingen på dets vegne, uten opphold og innen et tidsrum av ikke over ni måneder efter mottagelsen av underretning om utbetalingen.

15. Refusjon av erstatningsbeløp fra det ene land til det annet skal skje på gull-basis.

16. Betalingen skal skje utgiftsfritt for det tilgodehavende land i dets lovlige mynt enten ved postanvisning eller veksler eller på den måte som det måtte bli truffet gjensidig avtale om gjennom korrespondanse.

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 the 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 is 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.

17. Inntil det motsatte bevises påhviler ansvaret for en verdipakke det land som har mottatt pakken uten nogen bemerkning, og som efter å være blitt meddelt alle nødvendige opplysninger, ikke er i stand til å ettervise pakken.

18. Ansvaret for tap, plyndring eller beskadigelse av en verdipakke som opdages av det mottagende utvekslingskontor ved åpningen av en kartavslutning skal — når tilbørlig underretning er sendt det avsendende utvekslingskontor ved en tilbakemelding — falle på det postvesen hvorunder det avsendende utvekslingskontor hører, medmindre det bevises at tapet, plyndringen eller skaden er opstått på det mottagende postvesens område.

19. Ansvaret for riktig innhold i og for tilstrekkelig innpakning og forsegling av verdipakker påhviler avsenderen; de to postvesener overtar intet ansvar for tap, plyndring eller beskadigelse som er forårsaket ved mangler som ikke kunde opdages ved innleveringen.

XIII. *Transittpakker.*

1. Hvert postvesen garanterer rett til transitt over dets territorium av pakker som er utgått fra eller bestemt til utlevering i det annet kontraherende land og som er bestemt til eller er utgått fra land med hvilke det har pakkepostutveksling.

2. Hvert postvesen skal gi det annet postvesen meddelelse om de land hvortil pakker kan sendes ved dets mellemkomst.

3. For å kunne gå i transitt må pakker som sendes fra ett av de kontraherende postvesener gjennom det annet være i overensstemmelse med de forskrifter som fra tid til annen fastsettes av det mellemliggende postvesen.

Responsibility of receiving country unable to show disposition.

Dispatching office responsible if loss discovered by receiving office.

Sender responsible for properly packing, etc.

Transit parcels.

Right of transit guaranteed.

Notice.

Conditions to be complied with.

Check by office of exchange. XIV. *Check by Office of Exchange.*

Duty of receiving office.

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.

Record of discrepancies.

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.

Duplicate parcel bill.

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.

Notice of damage, etc.

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.

Fees.

XV. *Fees for Delivery and for Customs Formalities. Demurrage Charges.*

For customs delivery.

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 ten cents gold (forty öre 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.

Demurrage charges.

2. Each Administration may impose reasonable storage or demurrage charges in case the

XIV. *Kontroll ved utvekslingskontorene.*

1. Det mottagende utvekslingskontor skal kontrollere den ankomne pakkepost. Verdipakker må omhyggelig sammenholdes med det medfølgende pakkepostkart. Enhver uoverensstemmelse eller uregelmessighet skal øieblikkelig meddeles det avsendende utvekslingskontor ved en tilbakemelding. Hvis tilbakemelding ikke er sendt øieblikkelig, vil det bli forutsatt at kartavslutningen og de medfølgende karter har vært i orden i enhver henseende.

2. Dersom det i en kartavslutning opdages nogen uoverensstemmelse eller uregelmessighet skal der settes op protokoll, slik at det kan gis tilstrekkelig opplysninger om forholdet tilfelle av senere undersøkelser eller krav om erstatning.

3. Hvis pakkepostkart mangler skal det utferdiges et duplikat, og en kopi skal sendes til det utvekslingskontor hvorfra kartavslutningen er mottatt.

4. Verdipakker som bærer tydelig spor av inngrep eller beskadigelse skal gis påtegning om forholdet og stemples av det poststed som har gitt påtegningen, eller sendes en skrivelse sammen med pakkene, hvori gjøres oppmerksom på inngrepet eller beskadigelsen.

XV. *Avgifter for utbringning og tollbehandling. Liggeavgifter.*

1. Bestemmelseslandets postvesen kan kreve op hos adressaten for utbringning og tollbehandling en avgift som ikke må overstige firfirdi øre gull (ti cents gull) for hver pakke; en lignende avgift kan opkreves for hver gang en pakke søkes avlevert i adressatens bopel efter den første resultatløse utlevering.

2. Hvert postvesen kan opkreve en rimelig lageravgift eller liggeavgift i tilfelle av at

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.

adressaten undlater å motta pakken innenfor et rimelig tidsrum som fastsettes av bestemmelseslandets postvesen. Avgiften skal eftergis i tilfelle av at pakken sendes tilbake til utgangslandet.

XVI. Redirection.

XVI. Omekspedisjon.

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.

1. Enhver pakke som omekspederes innen bestemmelseslandet eller utleveres til en ny adressat på det oprinnelige adressepoststed skal være undergitt de tilleggsavgifter som måtte bli fastsatt av adresse-landets postvesen.

Charges, as prescribed.

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.

2. Når en pakke tilbakesendes til et av landene og forutbetaling ikke har funnet sted, skal ny porto og—når det gjelder verdipakker (som må tilbakesendes i samme slags kartavslutning som de er mottatt i)—også ny assuranceavgift opkreves ved utleveringen og beholdes av det postvesen som foretar opkrevingen. Det postvesen som leverer ut pakken fastsetter de avgifter og den porto som skal opkreves, når forutbetaling ikke har funnet sted.

Collection of new fees.

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

3. Verdipakker skal ikke eftersendes eller tilbakesendes til annet land medmindre de eftersendes eller tilbakesendes som verdipakker. Avsenderne kan skrive på verdipakker: "Eftersendes ikke til et tredje land"; pakkene skal i slike tilfelle ikke eftersendes til noget annet land. Medmindre verdipakker er gitt påtegning om at avsenderne ikke ønsker dem eftersendt til noget annet land enn utgangslandet eller innen det oprinnelige adresseland, kan de eftersendes til et tredje land: de må i tilfelle eftersendes som verdipakker. Verdipakker kan tilbakesendes til avsenderen i et tredje land efter den returadresse som måtte være påført pakken under forutsetning av at de kan sendes til vedkommende land som verdipakker. For tap, plyndring eller beskadigelse av en verdipakke som er eftersendt eller tilbake-

Restrictions, etc., on forwarding to any other country.

Art., p. 2234.

the stipulations of Article XII, section 3 of this Convention.

sendt til et tredje land, betaales erstatning bare efter forskriftene i artikkel XII, § 3 i denne overenskomst.

XVII. *Postal Charges other than those Prescribed not to be Collected.*

XVII. *Andre postale avgifter enn de som er foreskrevet opkreves ikke.*

Other charges not allowed.

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.

1. Pakker som går inn under denne overenskomst skal ikke kunne pålegges andre postale avgifter enn de som er omhandlet i de forskjellige artikler i denne overenskomst.

Retention of postage, etc., collected.

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 the Convention.

2. Hvert postvesen beholder for sin egen del det hele beløp av porto og avgifter som opkreves i henhold til forskriftene i denne overenskomst.

XVIII. *Recall and Change of Address.*

VIII. *Tilbakefordring og adresseforandring.*

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.

Så lenge en pakke ikke er blitt utlevert til adressaten, kan avsenderen forlange den sendt tilbake eller forandret. Krav om tilbakesending eller adresseforandring som må være i overensstemmelse med de gjeldende innenrikske regler i de kontraherende land, adresseres til centraladministrasjonen eller til de poststeder som det gjennom korrespondanse måtte bli truffet gjensidig avtale om.

Nondelivery.

XIX. *Nondelivery.*

XIX. *Ikke utlevering.*

Return to sender.

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.

1. Medmindre avsenderen har gitt ordre om det motsatte, skal en pakke som ikke kan bli utlevert sendes tilbake til avsenderen uten forutgående underretning. Ny porto og—når det gjelder verdipakker (som må returneres i samme slags kartavslutning som de er mottatt i)—også ny assuranceavgift, kan opkreves hos avsenderen og beholdes av det postvesen som foretar oppkrevingen.

Requests from sender allowed.

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

2. Avsenderen av en pakke kan ved innleveringen forlange at pakken i tilfelle den ikke kan utleveres efter adressen skal enten a) behandles som abandonert, eller b) stilles til disposisjon for en annen adressat i

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
-----).”

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 authori-

bestemmelseslandet. Noget annet alternativ er ikke tillatt. Hvis avsenderen benytter sig av denne adgang, må hans forlangende være påført pakken eller det følgebrev eller den tollangivelse som er bundet eller klebet til pakken, og må være i overensstemmelse med eller lik en av følgende former:

“Hvis ikke pakken kan utleveres efter adressen skal den tilintetgjøres.”

“Hvis pakken ikke kan utleveres efter adressen skal den utleveres til-----”

3. Medmindre anderledes er bestemt tilbakesendes ubesørgelige pakker til avsenderen efter utløpet av 30 dager regnet fra den dag pakken er ankommet til bestemmelsesstedet; pakker hvis mottagelse er nektet, sendes straks tilbake. Grunnen til at pakken ikke er utlevert skal i hvert tilfelle anføres på pakken.

4. Saker som er utsatt for å beskadiges eller bederves, og bare de, kan dog selges straks endog under frem- eller tilbakesendingen uten forutgående underretning eller rettslige formaliteter til fordel for rettighetshaveren. Hvis salg av en eller annen grunn er umulig skal de bedervede eller verdiløse gjenstander tilintetgjøres. Om salget eller tilintetgjørelsen skal opsettes protokoll og underretning gis til utgangslandets poststyre.

5. Ubesørgelige pakker som avsenderen har merket “Abandonneres” skal selges ved auksjon efter utløpet av 30 dager, i tilfelle dette er skjedd med verdipakker, skal fornøden protokoll opsettes og utgangslandets poststyre underrettes om hvad der er foretatt med pakken. Utgangslandets poststyre skal også underrettes, når en ikke utlevert verdipakke av en eller annen grunn ikke er sendt tilbake til utgangslandet.

XX. *Eftergivelse av tollavgifter.*

Forutsatt at de formaliteter som er foreskrevet av vedkom-

Forms.

Time for returning undelivered parcels.

Disposal of articles liable to deterioration.

Sale of articles marked “Abandon.”

Customs charges.

Cancellation of, if parcel destroyed.

ties 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 Norway and in the United States of America.

mende tollmyndigheter er etterkommet, skal de egentlige tollavgifter som hviler på pakker som er tilintetgjort, sendt tilbake til utgangslandet, eller omekspedert til et annet land, eftergis såvel i Norge som i Amerikas Forente Stater.

Retransmission.**XXI. Retransmission.****XXI. Omekspedisjon.****Provision for ordinary parcels.**

1. Missent ordinary parcels shall be forwarded to their destination by the most direct route at the disposal of the reforwarding Administration.

1. Feilsendte almindelige pakker skal fremsendes til sitt bestemmelsessted ad den mest direkte rute som står til rådighet for det eftersendende postvesen.

Insured parcels.

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

Feilsendte verdipakker skal ikke fremsendes til sitt bestemmelsessted, medmindre de kan fremsendes som verdipakker. Hvis de ikke kan bli fremsendt som verdipakker, skal de sendes tilbake til utgangslandet.

Parcels returned, etc.

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

Når denne omekspedisjon medfører tilbakesending av pakken til utgangspoststedet, skal det omekspederende utvekslingskontor kreditere utgangslandet de tilkarterte beløp etter å ha gjort oppmerksom på feilen ved en tilbakemelding.

Credits allowed.

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

2. I det motsatte tilfelle og hvis det beløp som er godskrevet av det avsendende postvesen ikke er tilstrekkelig til å dekke utgiftene ved omekspedisjonen, skal det omekspederende utvekslingskontor godskrive sig forskjellen ved å foreta fornøden beriktigelse i det avsendende utvekslingskontors pakkepostkart. Grunnen til denne endring skal meddeles vedkommende utvekslingskontor ved en tilbakemelding.

Insufficient allowance, etc.

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

Når en pakke er blitt feilaktig mottatt til postsending som følge av feil fra postvesenets side og av den grunn må sendes tilbake til utgangslandet, skal der gås frem på samme måte som om pakken hadde vært sendt tilbake til utgangspoststedet som følge av feilsending.

Customs declaration to accompany redirected parcel.

3. A re-directed parcel shall be accompanied by the Customs declaration prepared at the Office of Origin. In case the parcel, for any reason whatsoever has to

3. En omekspedert pakke skal ledsages av tollangivelsen fra utgangsstedet. Dersom pakken av en eller annen grunn må ompakkes eller dersom den origi-

be repacked or the original Customs declaration replaced by a substitute declaration it is essential that the name of the office of origin of the parcel and the original serial number appear on the parcel and that the name of the office of origin of the parcel appear on the Customs declaration.

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 intermediate Administration.

2. In the case of a parcel returned or redirected in transit through one of the two Administrations to the others 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, regardless of its weight, mailed in one country and addressed for delivery in the other, whether ordinary, or insured, a payment of 150 centimes gold shall be made.

4. On every parcel returned, or redirected unpaid, by one of the two Administrations to the other, the returning or retransmitting Administration shall be entitled to claim a payment of 150 centimes gold.

nale tollangivelse må erstattes med en nød-tollangivelse er det nødvendig at utgangspoststedets navn og det oprinnelige registernummer settes på pakken og utgangspoststedets navn på tollangivelsen.

XXII. *Pakningsmateriell.*

Hvert postvesen skal sørge for de sekker som er nødvendige til fremsendingen av dets pakker. Sekkene skal sendes tomme tilbake til utgangslandet med første post. Tomme sekker skal pakkes i bunter på ti (ni sekker innpakket i én) og det samlede antall av sådanne sekker skal angis i pakkepostkartet.

XXIII. *Avgifter.*

1. De beløp som skal godskrives for pakker som sendes fra et postvesen til et annet for videre befordring til et av landenes besiddelser eller til et tredje land skal fastsettes av det mellemliggende postvesen.

2. Dersom en pakke sendes tilbake eller omekspederes i transitt gjennom et av de to land til det annet, kan det transittydende postvesen for sin egen del godskrive sig land- eller sjøtransitt-godtgjørelse til lagt det beløp som er debitert det av et eller andre postvesener.

3. For pakker som er innlevert i et av de to land og er bestemt til utlevering i det annet land, skal det uten hensyn til vekt og uten hensyn til om det gjelder almindelige eller verdipakker, betales en godtgjørelse av 150 centimer gull pr. pakke.

4. For pakker som tilbakesendes eller omekspederes fra et av de to land til det annet, er det postvesen som tilbakesender eller omekspederer pakken berettiget til å kreve en godtgjørelse av 150 centimer gull pr. pakke.

Receptacles.

Bags to be provided, etc.

Charges.

Imposed on articles mailed to other countries.

Parcels returned or redirected in transit.

Between Administrations.

Rates.

Returned, etc., parcels.

Accounting.

XXIV. *Accounting.*XXIV. *Arregning.*

Terminal parcels.

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.

1. Terminalpakker. Ved utløpet av hvert kvartal skal det tilgodehavende land utferdige en avregning over det beløp som tilkommer det for det antall mottatte pakker som overskrider antallet av avsendte pakker.

Transit parcels.

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.

2. Transittpakker. Hvert poststyre skal også utferdige hvert kvartal en avregning over dets tilgodehavende for pakker som det har mottatt i transitt fra det annet postvesen.

Examination.

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.

3. Disse avregninger skal tilstilles det annet postvesen til revisjon i løpet av den måned som følger etter det kvartal de angår.

Prompt verification.

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.

4. Utferdigelse, oversendelse, gjennomgåelse og vedtagelse av avregningene må utføres så snart som mulig og betaling av saldoen må skje senest innen utløpet av det påfølgende kvartal.

Payment of balances.

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.

5. Betalingen av avregningenes saldo skal skje ved tratter på New York eller på den måte som det måtte bli truffet gjensidig avtale om ved korrespondanse mellom de to poststyrene; de utgifter som følger med betalingen skal bæres av det skyldige postvesen.

Matters not provided for.

XXV. *Matters Not Provided for in the Convention.*XXV. *Spørsmål som ikke er omhandlet i overenskomsten.*

Universal Postal Union provisions to govern.

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

1. Alle spørsmål angående utveksling, krav om tilbakekallelse eller tilbakesending av verdipakker, utferdigelse og behandling av mottagelsesbevis og behandling av krav om erstatning som ikke er omhandlet i nærværende overenskomst, skal ordnes overensstemmende med forskriftene i Verdenspostkonvensjonen og dens ekspedisjonsreglement i den utstrekning som de er anvendelige og ikke er uforenlig med forskriftene i denne overenskomst og dernæst, om det ikke er truffet

no other arrangement has been made, the internal legislation, regulations, and rulings of the United States of America and Norway, according to the country involved, shall govern.

2. The Postmaster General of the United States of America and the General Post Office of Norway shall have authority to make from time to time by correspondence such changes and modifications and further regulations of order and detail as may become necessary to facilitate the operation of the services contemplated by this Convention as well as to provide arrangements for the registration of parcelpost 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.

annen avtale, skal gjelde den innenrikske lovgivning, forskrifter og regler i Norge og Amerikas Forente Stater, eftersom det gjelder det ene eller det annet av landene.

2. Poststyret i Norge og Generalpostmesteren i Amerikas Forente Stater har fullmakt til i forening å vedta fra tid til annen gjennom korrespondanse de endringer og tillem্পninger og yderligere detaljforskrifter som måtte vise sig nødvendige for å lette arbeidet med pakketjenesten efter denne overenskomst samt til å treffe avtale om utveksling av rekommanderte pakker og postopkravspakker, dersom begge land ønsker innført sådan utveksling.

3. Poststyrene skal gjensidig meddele hinannen fra tid til annen de lovforskrifter og andre forskrifter som gjelder for pakkepostutvekslingen.

Internal legislation, etc., to govern.

Changes, etc., by mutual correspondence.

Mutual communication of parcel post laws, etc.

XXVI. *Duration of Convention.*

1. This Convention substitutes and abrogates that signed at Kristiania on the eleventh day of January and at Washington on the eleventh day of February, one thousand nine hundred and twenty-one, and 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

XXVI. *Overenskomstens varighet.*

1. Denne overenskomst trer istedenfor og ophever den som er undertegnet i Kristiania den ellefte januar og i Washington den ellefte februar nitten hundre en og tyve og skal tre i kraft og dens virke begynne fra det tidspunkt som fastsettes ved gjensidig avtale mellem de to land.

2. Den skal være i kraft inntil et av de to kontraherende poststyret underretter det annet seks måneder i forveien om sin hensikt om å opphøre med den.

Hvert postvesen kan midlertidig opheve verdipakkeutvekslingen helt eller delvis, når det er spesielle grunner herfor, eller innskrenke den til visse poststeder, men på den betingelse at det i forveien gis betimelig underretning om sådan forholdsregel til det annet post-

Abrogation of former Convention. Vol. 41, p. 1729.

Effective date.

Duration.

Temporary suspension of insurance service.

February 28, 1929.
March 30, 1929.

Signatures.

to be given by the most rapid means if necessary.

3. Done in duplicate and signed at Oslo, the 28th day of February, 1929, and at Washington, the 30th day of March, 1929.

WALTER F BROWN
*Postmaster General of the
United States of America.*

[SEAL]
E. R. W.

vesen; sådan underretning må, hvis det er nødvendig, meddeles på hurtigste måde.

3. Udfærdiget i to eksemplarer og undertegnet i Oslo, den 28 Februar 1929 og i Washington, den 30 Marts 1929.

KLAUS HELSING
TORP

Approval by the
President.

The foregoing Parcel Post Convention between the United States of America and Norway has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

[SEAL]

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

WASHINGTON, April 5, 1929.

Parcel post agreement between the United States of America and the Gold Coast Colony. Signed at Accra, March 6, 1929, at Washington, April 2 1929; approved by the President, April 8, 1929.

March 6, 1929.
April 2, 1929.

PARCEL POST AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA AND THE GOLD COAST COLONY

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 the Gold Coast Colony, the undersigned Walter F. Brown, Postmaster General of the United States of America, and Samuel Bucknell Gosling, Postmaster General of the Gold Coast Colony, by virtue of authority vested in them, have agreed upon the following articles:

Parcel post agreement with Gold Coast Colony.
Preamble.

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 centimeters) in length, or six feet (one hundred and eighty centimeters) in length and girth combined.

Limits of weight and size.

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

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, as may from time to time be prescribed by its regulations.

Collection from sender.

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.

Prepayment.

III. PREPARATION OF PARCELS

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.

Addressing requirements.

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

2. The sender shall prepare one customs declaration for each parcel sent from 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 mail-

Customs declaration.

ing, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

No official responsibility for correctness.

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

Packing requirements.

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, but the country of destination shall have the right to open them (including the right to break the seals) in order to inspect the contents. Parcels which have been so opened shall be closed again and sealed parcels shall be officially resealed.

Liquids, etc.

5. 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 cardboard or strong fibreboard or receptacle of equal strength) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.

Powders, etc.

6. 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.

Prohibitions.

IV. PROHIBITIONS

Articles specified.

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

Letters, etc.

(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.

With different address.

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

Live animals.

(c) Any live animal.

Admission not authorized.

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

Explosives.

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

Erroneously transmitted.

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.

List of prohibited articles to be furnished.

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.

Customs duties.

V. CUSTOMS DUTIES

To be collected on delivery.

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.

Exchange of parcels.

VI. METHOD OF EXCHANGE OF PARCELS

Sealed sacks.

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.

VII. BILLING OF PARCELS

1. The entries on the parcel bills shall show in respect to each parcel the serial number of the entry, the name of the office of origin, the name and address of the addressee, and the contents and value as shown on the customs declaration.

2. Two copies of each parcel bill shall be sent to the office of exchange of the country of destination.

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

VIII. CERTIFICATES OF MAILING

The sender may receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose, in accordance with the laws and regulations of the Administration of origin.

IX. RESPONSIBILITY NOT ACCEPTED FOR ORDINARY PARCELS.

Neither the sender nor the addressee of any parcel shall be entitled to compensation for the loss of the parcel or for the abstraction of or damage to its contents.

X. 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.

XI. CHECK BY OFFICE OF EXCHANGE.

1. On the receipt of a Parcel Mail, the receiving Office of Exchange shall check it. 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 which may be made.

Billing of parcels.

Parcel bills.

In duplicate.

Returned parcels.

Numbering by dispatching office.

Articles in transit.

Certificates of mailing.

Furnished to sender.

Responsibility.

No compensation for loss, etc., of ordinary parcels.

Transit parcels.

For other countries.

Notice.

Conditions.

Check by exchange office.

Verification.

Discrepancies.

Duplicate parcel bills.

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.

Fees.

XII. FEES FOR DELIVERY AND FOR CUSTOMS FORMALITIES. DEMURRAGE CHARGES.

Delivery and customs.

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 ten cents 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.

Demurrage.

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.

Redirection.

XIII. REDIRECTION.

Additional charges.

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.

Collection on delivery.

2. When a parcel is redirected to either country, new postage 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 postage when not prepaid.

Other postal charges.

XIV. POSTAL CHARGES OTHER THAN THOSE PRESCRIBED NOT TO BE COLLECTED.

Parcels not subject thereto.

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

Retention of collections.

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 Agreement.

Recall and change of address.

XV. RECALL AND CHANGE OF ADDRESS.

Permitted on request of sender.

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.

Nondelivery.

XVI. NONDELIVERY.

Return to sender.

1. In the absence of a request by the sender to the contrary, a parcel which can not be delivered shall be returned to the sender without previous notification. New postage may be collected from the sender and retained by the Administration making the collection.

New postage required.

2. The sender of a parcel may request, at the time of mailing, that, if the parcel can not 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

Requests from sender allowed.

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 -----’.”

Forms.

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 in the United States of America and at the expiration of twenty-one days from the date of receipt at the post office of destination in the Gold Coast Colony, while refused parcels will be returned at once, the parcels in each case to be marked to show the reason for nondelivery.

Time for returning undelivered parcels.

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.

Disposal of articles liable to deterioration.

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 in the United States of America, and at the expiration of twenty-one days in the Gold Coast Colony.

Sale, if marked “Abandon.”

XVII. CUSTOMS CHARGES TO BE CANCELLED.

Customs charges.

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

Cancellation if parcel destroyed, etc.

XVIII. RETRANSMISSION.

Retransmission.

Missent parcels shall be forwarded to their destinations by the most direct route at the disposal of the reforwarding Administration but must not be marked with the customs or other charges by the reforwarding Administration.

Provisions for.

XIX. RECEPTACLES.

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.

Bags to be provided, etc.

XX. CHARGES.

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 intermediate Administration.

Parcels forwarded.

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

Returned or redirected, in transit.

3. For every parcel mailed in one country and addressed for delivery in the other which weighs not exceeding 3 pounds a payment of 1 shilling (24 cents) shall be made by the dispatching Administration

Rates between Administrations.

to the receiving Administration, for every parcel which weighs over 3 pounds and not over 7 pounds a payment of 1 shilling 6 pence (36 cents) shall be made, for every parcel which weighs over 7 pounds and not over 11 pounds a payment of 2 shillings (48 cents) shall be made and for every parcel which weighs over 11 pounds and not over 22 pounds a payment of 3 shillings (72 cents) shall be made.

Accounting.

XXI. ACCOUNTING.

Terminal parcels.

1. Terminal parcels.

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

Transit parcels.

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.

Examination.

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.

Prompt verification.

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.

Payment of balances.

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.

Matters not provided for.

XXII. MATTERS NOT PROVIDED FOR IN THE AGREEMENT.

Changes, etc., by mutual correspondence.

1. The Postmaster General of the United States of America and the Postmaster General of the Gold Coast Colony shall have authority jointly to make from time to time by correspondence such changes and modifications and further regulations of order and detail as may become necessary to facilitate the operation of the services contemplated by this Agreement as well as to provide arrangements for the registration and insurance of parcel post packages and for the exchange of parcels subject to collect-on-delivery charges should both countries at any time desire any one or all of these services.

Mutual communication of parcel post laws, etc.

2. 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.

Duration of Agreement.

XXIII. DURATION OF AGREEMENT.

Effective date.

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

Duration.

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.

Signatures.

3. Done in duplicate and signed at Accra the 6th day of March 1929 and at Washington the 2^d day of April 1929.

[SEAL]

S. B. GOSLING.

*Postmaster General
of the Gold Coast Colony*

[SEAL]

WALTER F BROWN,
*Postmaster General
of the United States of America.*

The foregoing Parcel Post Agreement between the United States of America and the Gold Coast Colony has been negotiated and concluded with my advice and consent, and is hereby approved and ratified. Approval by the President.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

HERBERT HOOVER.

By the President:

HENRY L STIMSON
Secretary of State.

WASHINGTON, *April 8, 1929.*

August 16, 1928.

Arbitration treaty between the United States and Czechoslovakia. Signed at Washington, August 16, 1928; ratification advised by the Senate, December 18, 1928; ratified by the President, January 4, 1929; ratified by Czechoslovakia, February 28, 1929; ratifications exchanged at Prague, April 11, 1929; proclaimed, April 12, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Arbitration with
Czechoslovakia.
Preamble.

WHEREAS an Arbitration Treaty between the United States of America and the Czechoslovak Republic was concluded and signed by their respective Plenipotentiaries at Washington on the sixteenth day of August, one thousand nine hundred and twenty-eight, the original of which Treaty, being in the English and Czechoslovak languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and the President of the Czechoslovak Republic

President Spojených Států Severoamerických a President republiky Československé

Purposes declared.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

rozhodnutí, aby zabránili, pokud jest to v jejich moci, každému přerušení pokojných vztahů, jež vždy trvaly mezi oběma národy;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

přejíce si opět zdůrazniti svoji přichylnost k politice, aby všechny spory, hodící se k rozsouzení před soudem, jež by mohly vzniknouti mezi nimi, byly předloženy k nestrannému rozhodnutí;

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Ve snaze, aby svým příkladem netoliko projevili své odsouzení války jakožto prostředku státní politiky ve svých vzájemných vztazích, nýbrž i aby urychlili dobu, kdy zdokonalená mezinárodní opatření k mírumilovnému vyřizování mezinárodních sporů vyloučí navždy možnost války mezi kteroukoli ze světových mocností;

Plenipotentiaries.

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

Rozhodli se uzavřítí rozhodčí smlouvu a jmenovali k tomu cíli svými příslušnými plnomocníky.

The President of the United States of America:

President Spojených Států Severoamerických:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

pana Frank B. Kellogga, státního sekretáře Spojených Států Severoamerických;

The President of the Czechoslovak Republic:

President republiky Československé:

Mr. Zdeněk Fierlinger, Envoy Extraordinary and Minister Plenipotentiary of the Czechoslovak Republic at Washington;

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Czechoslovakia in accordance with its constitutional laws.

ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United

pana Zděnka Fierlingra, mimořádného vyslance a spln. ministra Československé republiky ve Washingtonu;

kteří, sdělivše si navzájem své plné moci, shledané v řádné a náležitě formě, shodli se na těchto člancích:

ČLÁNEK I

Všechny neshody týkající se mezinárodních záležitostí, jež se dotýkají Vysokých smluvních stran v důsledku právního nároku vzneseného jednou proti druhé na základě smlouvy nebo jinak, které nebylo možno urovnati cestou diplomatickou, které nebyly urovnány tím, že byly odevzdány vhodné komisi smířčí, a které jsou ve své podstatě rozsouditelné proto, že jest při nich možnost rozhodnutí uplatněním zásad práva a slušnosti, budou odevzdány Stálému soudu rozhodčímu zřízenému v Haagu konvencí z 18. října 1907, anebo některému jinému příslušnému tribunálu, jak bude rozhodnuto v každém případě zvláštní úmluvou, kterážto zvláštní úmluva ustanoví, bude-li nutno, organizační takového tribunálu, určí jeho pravomoc, stanoví spornou otázku nebo otázky, a vymezí obsah zkoumání.

Se strany Spojených Států Severoamerických bude zvláštní dohoda v každém případě uzavřena prezidentem Spojených Států Severoamerických dle rady a se souhlasem senátu, a se strany Československa v souhlase s jeho ústavními zákony.

ČLÁNEK II

Ustanovení této smlouvy nebude možno se dovolávat, pokud jde o jakýkoli spor, jehož předmět

a/ spadá pod domácí soudní pravomoc kterékoli z Vysokých smluvních stran,

b/ dotýká se zájmů třetích stran,

c/ jest závislým na zachování tradičního stanoviska Spojených Států v otázkách ameri-

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

Vol. 36, p. 2221.

Special agreement.

Subjects not included.

States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Czechoslovakia in accordance with the Covenant of the League of Nations.

ckých, obecně zvaného Monroeo-
vou doktrínou, anebo se ho do-
týká,

d/ závisí na dodržování záva-
zků Československa v souhlase
s úmluvou o Společnosti Národu,
anebo se ho dotýká.

ARTICLE III

ČLÁNEK III

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Czechoslovakia in accordance with its constitutional laws.

Tato smlouva bude ratifikována
Presidentem Spojených Států
Severoamerických dle rady a se
souhlasem jejich senátu a Čes-
koslovenskem v souhlase s jeho
ústavními zákony.

**Exchange of ratifica-
tions.**

The ratifications shall be exchanged at Prague as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Ratifikace budou vyměněny v
Praze co možno nejdříve a smlouva
nabude působnosti dnem výměny
ratifikací. Po té zůstane v ne-
přetržité platnosti, pokud tato
neskončí jednorocní písemnou
výpovědí, danou jednou Vysokou
smluvní stranou druhé straně.

Duration of Treaty.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Czechoslovak languages, both texts having equal force, and hereunto affixed their seals.

Tomu na svědomí podepsali
plnomocníci tuto smlouvu dvojmo
v jazycích anglickém a česko-
slovenském, při čemž oba texty
mají stejnou platnost, a k tomu
připojují své pečeti.

Done at Washington the six-
teenth day of August in the year
of our Lord one thousand nine
hundred and twenty-eight.

Dáno ve Washingtonu, dne
šestnáctého srpna roku tisícdevě-
tsetdvacetosm.

[SEAL] FRANK B KELLOGG

[SEAL] ZD. FIERLINGER

**Ratifications
exchanged.**

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Prague on the eleventh day of April, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twelfth day of April in the year of our Lord one thousand nine hundred and twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

[SEAL]

By the President:
HENRY L STIMSON
Secretary of State.

HERBERT HOOVER

Treaty of conciliation between the United States and Czechoslovakia. August 16, 1928.
Signed at Washington, August 16, 1928; ratification advised by the Senate, December 20, 1928; ratified by the President, January 4, 1929; ratified by Czechoslovakia, February 28, 1929; ratifications exchanged at Prague, April 11, 1929; proclaimed, April 12, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Conciliation between the United States of America and the Czechoslovak Republic was concluded and signed by their respective Plenipotentiaries at Washington on the sixteenth day of August, one thousand nine hundred and twenty-eight, the original of which Treaty, being in the English and Czechoslovak languages, is word for word as follows:

Conciliation with Czechoslovakia.
Preamble.

The President of the United States of America and the President of the Czechoslovak Republic, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their Plenipotentiaries:

President Spojených Států Severoamerických a President republiky Československé, přejíce si upevniti vzájemně je pojící svazky přátelství a také podporovati všeobecný mír, rozhodli se uzavřiti k tomu účelu smlouvu a jmenovali k tomu cíli svými plnomocníky:

Contracting Powers.

The President of the United States of America:

President Spojených Států Severoamerických:

Plenipotentiaries.

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

pana Frank B. Kellogga, státního sekretáře Spojených Států Severoamerických;

The President of the Czechoslovak Republic:

President republiky Československé:

Mr. Zdeněk Fierlinger, Envoy Extraordinary and Minister Plenipotentiary of the Czechoslovak Republic at Washington;

pana Zdenka Fierlingra, mimořádného vyslance a spln. ministra Československé republiky ve Washingtonu;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

Kteří, sdělivše si navzájem své plné moci, shledané v správné formě, shdli se na těchto článkách:

ARTICLE I

ČLÁNEK I

Any disputes arising between the Government of the United States of America and the Government of Czechoslovakia, of whatever nature they may be, shall, when ordinary diplomatic

Každý spor vzniklý mezi vládou Spojených Států Severoamerických a vládou republiky Československé, ať jest jakéhokoliv druhu, selže-li řádný diplomatický postup a neuchýlí-li

Disputes submitted for investigation and report to International Commission.

proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

International Commission.
Composition.

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

Appointment.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III

Immediate reference to the International Commission.

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

Facilities to be furnished.

The High Contracting Parties agree to furnish the Permanent

se Vysoké smluvní strany o rozhodnutí k příslušnému tribunálu, bude odevzdán k vyšetření a podání zprávy Stálé mezinárodní komisi, ustavené jak předepsáno v následujícím článku; a jsou za jedno, že nevyhlásí válku ani ne zahájí nepřátelství po dobu takového vyšetřování a dokud nebude podána zpráva.

ČLÁNEK II

Mezinárodní komise se bude skládati z 5 členů, kteří se ustanoví takto: jeden člen se zvolí z každého státu jeho vládou; jednoho členu zvolí každá z obou vlád z některé třetí země; pátý člen bude zvolen společnou dohodou mezi oběma vládami, při čemž se rozumí, že týž nebude příslušníkem žádného z obou států. Náklady na komisi zaplatí obě vlády stejným dílem.

Mezinárodní komise bude jmenována do 6 měsíců po výměně ratifikací této smlouvy a uprázdňená místa v ní budou obsazena stejným způsobem, jako původní jmenování.

ČLÁNEK III

Jestliže Vysokým smluvním stranám se nepodaří urovnati spor diplomatickou cestou, a když se neuchýlí o rozhodnutí k příslušnému tribunálu, odevzdají spor ihned Mezinárodní komisi k vyšetření a podání zprávy. Mezinárodní komise může však k tomu cíli o své újmě jednomyslným rozhodnutím nabídnouti své služby a v takovém případě zpraví o tom obě vlády a požádá o jejich spolupráci při vyšetřování

Vysoké smluvní strany jsou za jedno, že, poskytnou Stálé

International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Czechoslovakia in accordance with its constitutional laws.

The ratifications shall be exchanged at Prague as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Czechoslovak languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the sixteenth day of August in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B KELLOGG [SEAL]
 ZD. FIERLINGER [SEAL]

mezinárodní komisi všechny prostředky a možnosti, jichž jest třeba k jejímu šetření a podání správy.

Zpráva komise bude vyhotovena do roku od doby, kdy prohlásí, že počíná vyšetřovati, ač-li Vysoké smluvní strany tuto dobu vzájemným souhlasem neomezí nebo neprodlouží. Zpráva se připraví trojmo; po jednom opisu obdrží každá vláda a třetí si ponechá Komise pro svůj archiv.

Po předložení zprávy se strany Komise, vyhrazují si Vysoké smluvní strany právo jednati svobodně pokud se týče předmětu sporu.

ČLÁNEK IV

Tato smlouva bude ratifikována Presidentem Spojených Států Severoamerických dle rady a se souhlasem jejich senátu a Československem v soulase s jeho ústavními zákony.

Ratifikace budou vyměněny v Praze co možno nejdříve a smlouva nabude působnosti datem výměny ratifikací. Po té zůstane v nepřetržité platnosti, pokud tato neskončí jednorozční písemnou výpovědí danou jednou Vysokou smluvní stranou druhé straně.

Tomu na svědomí příslušní plnomocníci podepsali tuto smlouvu dvojmo v jazycích anglickém a československém, při čemž oba texty mají stejnou platnost, a k tomu připojují své pečeti.

Dáno ve Washingtonu, dne šestnáctého srpna roku tisícdevětset dvacetosm.

Time, etc., for report.

Independent action reserved.

Ratification.

Exchange of ratifications, and duration of Treaty.

Signatures.

Ratifications exchanged. AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Prague on the eleventh day of April, one thousand nine hundred and twenty-nine;

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twelfth day of April in the year of our Lord one thousand nine hundred and twenty-
[SEAL] nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:

HENRY L. STIMSON

Secretary of State.

Arbitration treaty between the United States and Sweden. Signed at Washington, October 27, 1928; ratification advised by the Senate, December 18, 1928; ratified by the President, January 4, 1929; ratified by Sweden, March 7, 1929; ratifications exchanged at Washington, April 15, 1929; proclaimed, April 15, 1929.

October 27, 1928.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS an Arbitration Treaty between the United States of America and Sweden was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-seventh day of October, one thousand nine hundred and twenty-eight, the original of which Treaty, being in the English and Swedish languages, is word for word as follows:

Arbitration with Sweden.
Preamble.

The President of the United States of America and His Majesty the King of Sweden

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention signed at Washington on June 24, 1924, and for that purpose they have appointed as their respective Plenipotentiaries;

The President of the United States of America,

Amerikas Förenta Staters President och Hans Majestät Konungen av Sverige,

vilka äro beslutna att, så långt det står i deras makt, förhindra varje avbrott i de fredliga förbindelser, som alltid rått mellan de båda folken;

besjälade av önskan att ytterligare bekräfta sin anslutning till principen om hänskjutande till opartiskt avgörande av alla tvister vilka äro ägnade att bliva föremål för rättsligt avgörande, som må uppkomma mellan dem; samt angelägna att genom sitt exempel icke blott visa, att de i sitt inbördes förhållande fördöma krig såsom medel i den nationella politikens tjänst utan även påskynda den tidpunkt, då de internationella överenskommelserna om avgörande på fredlig väg av internationella tvister så fullkomnats, att de för alltid avlägsnat möjligheten av krig mellan världens olika makter;

hava beslutat att avsluta en ny skiljedomstraktat, avsedd att öka räckvidden av och förpliktelserna enligt den skiljedomskonvention, som undertecknades i Washington den 24 juni 1924, och hava i sådant syfte till sina fullmäktige utsett;

Amerikas Förenta Staters President,

Contracting Powers.

Purpose declared.

Plenipotentiaries.

Plenipotentiaries—
Continued.

Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of Sweden,

W. Boström, Envoy Extraordinary and Minister Plenipotentiary at Washington;

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the Permanent International Commission constituted pursuant to the treaty signed at Washington, October 13, 1914, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

Vol. 33, p. 1872.

Vol. 36, p. 2221.

Special agreement.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Sweden in accordance with its constitutional laws.

Frank B. Kellogg, Amerikas Förenta Staters Statssekreterare; och

Hans Majestät Konungen av Sverige,

W. Boström, Dess Envoyé extraordinaire och Ministre plenipotentiaire i Washington;

vilka, efter att hava utväxlat sina fullmakter, som befunnits i god och behörig form, överenskommit om följande bestämmelser;

ARTIKEL I

Alla tvister rörande internationella frågor, som uppkommit mellan de höga fördragsslutande parterna på grund av ett av den ena parten gentemot den andra i kraft av traktat eller på annan grund framställt rättsanspråk, vilka ej kunnat biläggas på diplomatisk väg eller genom hänskjutande till den ständiga internationella nämnd, som konstituerats i enlighet med den i Washington den 13 oktober 1914 undertecknade konventionen, och vilka på grund av sin natur äro ägnade att bli föremål för rättsligt avgörande med tillämpning av rättsgrundsatser eller billighetshänsyn, skola underställas den i Haag i enlighet med konventionen av den 18 oktober 1907 upprättade permanenta skiljedomstolen eller någon annan behörig domstol, allt eftersom i varje fall bestämmes genom särskild överenskommelse, vari sättet för domstolens tillsättande om så erfordras, och dess befogenheter skola bestämmas, tvistefrågan eller tvistefrågorna angivas ävensom fastställas de ordalag i vilka hänskjutandet till domstolen skall ske.

Denna särskilda överenskommelse skall ingås för Amerikas Förenta Staters del av deras president efter hörande och med samtycke av senaten och för Sveriges del, i enlighet med dess grundlagar.

ARTICLE II

ARTIKEL II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

Bestämmelserna i denna traktat kunna icke åberopas ifråga om twist, vilkens föremål

Subjects not included.

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

a) faller under någondera partens inre jurisdiktion,

(b) involves the interests of third Parties,

b) berör tredje parts intressen,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

c) beror på eller barör upprätthållandet av Förenta Staternas traditionella ställning i amerikanska frågor, vanligen benämnd Monroedoktrinen; eller

(d) depends upon or involves the observance of the obligations of Sweden in accordance with the Covenant of the League of Nations.

d) beror på eller berör iakttagandet av de förpliktelser, som åligga Sverige i enlighet med Nationernas förbunds akt.

ARTICLE III

ARTIKEL III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by His Majesty the King of Sweden with the consent of the Swedish Riksdag.

Förevarande traktat skall ratificeras av Amerikas Förenta Staters President efter hörande och med samtycke av senaten och av Hans Majestät Konungen av Sverige under förutsättning av svenska riksdagens bifall.

Ratification.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications, from which date the arbitration convention signed June 24, 1924, shall cease to have any force or effect. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Ratifikationerna skola utväxlas i Washington, så snart ske kan, och traktaten träder i kraft å dagen för ratifikationernas utväxlande, från vilken dag skiljedomskonventionen av den 24 juni 1924 skall upphöra att gälla. Traktaten förblir därefter i kraft utan avbrott eller tidsbegränsning, såvida den icke skriftligen uppsäges av någondera av de höga fördragsslutande parterna, i vilket fall den upphör att gälla ett år efter uppsägningen.

Exchange of ratifications and duration of Treaty.

Vol. 44, p. 1968.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Swedish languages, both texts having equal force, and hereunto affixed their seals.

Till bekräftelse härav hava vederbörande fullmäktige under-tecknat denna traktat i tvenne exemplar, på engelska och svenska språken, vilka texter skola äga enahanda vitsord, och försett desamma med sina sigill.

Signatures.

Done at Washington the twenty-seventh day of October, in the year of our Lord one thousand nine hundred and twenty-eight.

Som skedde i Washington den tjugusjunde oktober, ett tusen nio hundra tjuguåttå.

FRANK B KELLOGG [SEAL]
W. BOSTRÖM [SEAL]

Ratifications
exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the fifteenth day of April, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this fifteenth day of April in the year of our Lord one thousand nine hundred and twenty-
[SEAL] nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:

HENRY L. STIMSON
Secretary of State

Arbitration treaty between the United States and Denmark. Signed at Washington, June 14, 1928; ratification advised by the Senate, December 18, 1928; ratified by the President, January 4, 1929; ratified by Denmark, March 12, 1929; ratifications exchanged at Washington, April 17, 1929; proclaimed, April 17, 1929.

June 14, 1928.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS an Arbitration Treaty between the United States of America and Denmark was concluded and signed by their respective Plenipotentiaries at Washington on the fourteenth day of June, one thousand nine hundred and twenty-eight, the original of which Treaty, being in the English and Danish languages, is word for word as follows:

Arbitration with Denmark. Preamble.

The President of the United States of America and His Majesty the King of Denmark and Iceland

De Amerikanske Forenede Staters Præsident og Hans Majestæt Kongen af Danmark og Island

Contracting Powers.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the United States and Denmark;

der er besluttet paa, saavidt det staar i deres Magt, at forebygge enhver Forstyrrelse af det fredelige Forhold, der altid har bestaaet mellem de Amerikanske Forenede Stater og Danmark;

Purpose declared.

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between the two countries; and

der paany ønsker at bekræfte deres Tilslutning til en Politik, som gaar ud paa at underkaste alle retlige Tvistigheder, som maatte opstaa mellem de to Lande, en upartisk Afgørelse; og

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

som er besjælet af Ønsket om ved deres Eksempel ikke blot at vise deres Fordømmelse af Krig som et Middel for national Politik i deres indbyrdes Forhold, men ogsaa at fremskynde det Tidspunkt, da en Forbedring af den internationale Ordning til fredelig Afgørelse af mellemfolkelige Tvistigheder for stedse har fjernet Muligheden af Krig imellem nogen af Verdens Magter;

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention signed at Washington on May 18, 1908, which expired by limitation on March 29, 1914, and for that

har besluttet at afslutte en ny Voldgiftstraktat, der udvider den i Washington den 18. Maj 1908 undertegnede og den 29. Marts 1914 udløbne Voldgiftskonventions Omfang og Forpligtelser, og har i den Hensigt som

Vol. 36, p. 2161.

Plenipotentiaries.

purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America: Mr. Frank B. Kellogg, Secretary of State of the United States;

His Majesty the King of Denmark and Iceland: Mr. Constantin Brun, His Majesty's Envoy Extraordinary and Minister Plenipotentiary at Washington; who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the Permanent International Commission constituted pursuant to the treaty signed at Washington April 17, 1914, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

Vol. 33, p. 1833.

Vol. 36, p. 2221.

Special agreement.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Denmark in accordance with its constitutional laws.

deres Befuldmægtigede henholdsvis udnævnt

de Amerikanske Forenede Staters Præsident: Hr. Frank B. Kellogg, de Forenede Staters Statssekretær;

Hans Majestæt Kongen af Danmark og Island: Hr. Constantin Brun, Hans Majestæts overordentlige Gesandt og befuldmægtigede Minister i Washington; som efter at have meddelt hinanden deres Fuldmægter, der befandtes i god og behørig Form, er blevet enige om følgende Artikler:

ARTIKEL I.

Alle Tvistigheder vedrørende internationale Spørgsmaal, der angaar de Høje Kontraherende Parter som Følge af, at et Retsskrav gøres gældende af den ene mod den anden i Henhold til en Traktat eller paa anden Maade, som det ikke har været muligt at bilægge ad diplomatisk Vej, som ikke er blevet bilagt efter at være blevet henvist til den staaende internationale Kommission, der er oprettet i Henhold til den i Washington den 17. April 1914 undertegnede Traktat, og som ifølge deres Natur er retlige, idet de kan afgøres ved Anvendelse af Grundsætningerne om Ret eller Billighed, skal forelægges den ved Konventionen af 18. Oktober 1907 oprettede permanente Voldgiftsdomstol i Haag eller en anden kompetent Domstol, hvilket i hvert enkelt Tilfælde skal afgøres ved særlig Overenskomst, der, hvis det er nødvendigt, skal indeholde Bestemmelser om Sammensætningen af en saadan Domstol, bestemme dens Kompetence, formulere Stridsspørgsmaalene eller Spørgsmaalene og fastsætte Vilkaarene for Forelæggelsen.

Den særlige Overenskomst skal i hvert enkelt Tilfælde for de Amerikanske Forenede Staters Vedkommende afsluttes af de Amerikanske Forenede Staters Præsident efter at have indhentet Senatets Betænkning og Samtykke hertil, og for Danmarks Vedkommende i Overensstemmelse med dets forfatningsmæssige Regler.

ARTICLE II.

ARTIKEL II.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Denmark in accordance with the Covenant of the League of Nations.

Denne Traktats Bestemmelser skal ikke kunne paakaldes med Hensyn til nogen Tvistighed, hvis Genstand

(a) hører under nogen af de Høje Kontreherende Parters indre Jurisdiktion,

(b) omfatter Tredjeparters Interesser,

(c) afhænger af eller berører Opretholdelsen af de Forenede Staters traditionelle Holdning med Hensyn til amerikanske Spørgsmaal, sædvanligvis betegnet Monroe-Doktrinen,

(d) afhænger af eller berører Iagttagelsen af Danmarks Forpligtelser i Henhold til Pagten for Folkenes Forbund.

Subjects not included.

ARTICLE III.

ARTIKEL III.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Denmark in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Danish languages, both texts having equal force, and hereunto affix their seals.

Done at Washington the fourteenth day of June, one thousand nine hundred and twenty-eight.

Denne Traktat skal ratificeres af de Amerikanske Forenede Staters Præsident efter at have indhentet Senatets Betænkning og Samtykke hertil, og af Danmark i Overenstemmelse med dets forfatningsmæssige Regler.

Ratifikationerne skal udveksles i Washington saa snart som muligt, og Traktaten skal træde i Kraft paa Datoen for Ratifikationernes Udveksling. Denne skal derefter vedblivende forblive i Kraft, medmindre og indtil den bringes til Ophør med at Aars skriftligt Varsel fra en af de Høje Kontraherende Parter til den anden.

Til Bekræftelse heraf har de paagældende Befuldmægtigede undertegnet denne Traktat i to Eksemplarer i det engelske og det danske Sprog, saaledes at begge Tekster har samme Gyldighed, og forsynet den med deres Segl.

Udfærdiget i Washington den fjortende Dag af Juni, Nitten hundrede og Otte og Tyve.

Ratification.

Exchange of ratifications and duration of Treaty.

Signatures.

FRANK B KELLOGG [SEAL]
C. BRUN. [SEAL]

Ratifications
exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the seventeenth day of April, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this seventeenth day of April in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

Arbitration treaty between the United States and France. Signed at Washington, February 6, 1928; ratification advised by the Senate, March 6, 1928; ratified by the President, March 15, 1928; ratified by France, April 6, 1929; ratifications exchanged at Washington, April 22, 1929; proclaimed, April 22, 1929. February 6, 1928.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Arbitration between the United States of America and the French Republic was concluded and signed by their respective Plenipotentiaries at Washington on the sixth day of February, one thousand nine hundred and twenty-eight, the original of which treaty, being in the English and French languages, is word for word as follows:

Arbitration with France.
Preamble.

The President of the United States of America and the President of the French Republic

Contracting Powers.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have happily existed between the two nations for more than a century;

Le Président des Etats-Unis d'Amérique et le Président de la République Française,

Purpose declared.

Résolus à prévenir autant qu'il est en leur pouvoir toute interruption dans les relations pacifiques qui ont heureusement existé entre les deux nations depuis plus d'un siècle;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them;

Désireux d'affirmer de nouveau leur adhésion à la politique consistant à soumettre à une décision impartiale toutes contestations susceptibles de décisions judiciaires qui viendraient à s'élever entre eux;

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Soucieux, par leur exemple, non seulement de manifester que, dans leurs relations réciproques, ils condamnent la guerre comme instrument de leur politique nationale, mais encore de hâter le moment où la conclusion d'accords internationaux pour le règlement pacifique des conflits entre les États aura écarté pour toujours les possibilités de guerre entre les nations du monde;

Having in mind the treaty signed at Washington on September 15, 1914, to facilitate the settlement of disputes between the United States of America and France;

Considérant le traité signé à Washington le 15 Septembre 1914 pour faciliter le règlement des litiges entre les Etats-Unis d'Amérique et la France;

Vol. 38, p. 1887.

Have decided to conclude a new treaty of arbitration enlarging the scope of the arbitration

Ont décidé de conclure un nouveau traité d'arbitrage élargissant la portée de la Convention

Vol. 35, p. 1925.

convention signed at Washington on February 10, 1908, which expires by limitation on February 27, 1928, and promoting the cause of arbitration and for that purpose they have appointed as their respective Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America:

Mr. Robert E. Olds, Acting Secretary of State, and

The President of the French Republic:

His Excellency Mr. Paul Claudel, Ambassador Extraordinary and Plenipotentiary of the French Republic to the United States, who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

d'arbitrage signée à Washington le 10 Février 1908, qui vient à expiration le 27 Février 1928, et contribuant à avancer la cause de l'arbitrage, et à ces fins ont désigné pour leurs plénipotentiaires respectifs, savoir:

Le Président des États-Unis d'Amérique:

M. Robert E. Olds, Secrétaire d'Etat par intérim, et

Le Président de la République Française:

Son Excellence M. Paul Claudel, Ambassadeur Extraordinaire et Plénipotentiaire de la République Française aux États-Unis, lesquels, après s'être communiqué leurs pleins pouvoirs reconnus en bonne et due forme, sont convenus des dispositions suivantes:

ARTICLE I.

International differences not adjusted by diplomacy, referred by special agreement to Permanent International Commission.

Any disputes arising between the Government of the United States of America and the Government of the French Republic of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report, as prescribed in the treaty signed at Washington, September 15, 1914, to the Permanent International Commission constituted pursuant thereto.

Vol. 38, p. 1887.

ARTICLE II.

Special agreement.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the above-mentioned Permanent International Commission, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbi-

ARTICLE I.

Tous différends qui viendraient à s'élever entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République Française, de quelque nature qu'ils soient, seront, lorsque les procédés diplomatiques ordinaires auront échoué et que les Hautes Parties contractantes n'auront pas recouru à la décision d'un tribunal compétent, soumis pour enquête et rapport, ainsi qu'il est prévu dans le traité signé à Washington le 15 Septembre 1914, à la Commission Permanente Internationale instituée par cet acte.

ARTICLE II.

Tous différends concernant des affaires internationales dans lesquelles les Hautes Parties Contractantes se trouvent engagées par suite de la prétention d'un droit allégué par l'une à l'encontre de l'autre en vertu d'un traité ou autrement, qui n'auront pu être réglés par la voie diplomatique, non plus que par l'application du recours à la Commission permanente internationale visée dans l'article premier et qui en raison de leur nature susceptible d'une décision appliquant les principes du droit et de l'équité, peuvent être jugés, seront soumis à la

tration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of France in accordance with the constitutional laws of France.

ARTICLE III.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of France in accordance with the covenant of the League of Nations.

ARTICLE IV.

The present Treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by the President of the French Republic in accordance with the constitutional laws of the French Republic.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take

Cour permanente d'arbitrage établie à La Haye par la Convention du 18 Octobre 1907 ou à un autre tribunal compétent, ce qui sera décidé dans chaque cas par accord spécial; cet accord spécial pourvoira à l'organisation dudit tribunal s'il est nécessaire, définira ses pouvoirs, exposera la ou les questions en litige et déterminera la question à résoudre.

L'accord spécial dans chaque cas sera conclu en ce qui concerne les Etats-Unis d'Amérique par le Président des Etats-Unis d'Amérique sur et avec l'avis et le consentement du Sénat des Etats-Unis et en ce qui concerne la France en conformité des lois constitutionnelles de la France.

ARTICLE III.

Les dispositions du présent traité ne pourront pas être invoquées en ce qui concerne les différends dont l'objet:

a) relève de la juridiction nationale de l'une ou de l'autre des Hautes Parties Contractantes;

b) touche aux intérêts de tierces puissances;

c) dépend du maintien ou touche au maintien de l'attitude traditionnelle des Etats-Unis d'Amérique dans les affaires américaines, communément connue sous le nom de doctrine de "Monroe";

d) dépend de l'observation ou touche à l'observation des engagements de la France en conformité du Pacte de la Société des Nations.

ARTICLE IV.

Le présent traité sera ratifié par le Président des Etats-Unis d'Amérique sur et avec l'avis et le consentement du Sénat des Etats-Unis d'Amérique et par le Président de la République Française en conformité des lois constitutionnelles de la République Française.

Les ratifications seront échangées à Washington aussitôt que faire se pourra et le traité prendra

Vol. 36, p. 2221.

Subjects not included.

Ratification.

Exchange of ratifications.

Duration.

effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

effet à la date de l'échange des ratifications. Il restera ensuite en vigueur sans limite de durée. Toutefois il pourra être dénoncé par l'une ou l'autre des Hautes Parties Contractantes et dans ce cas il cessera ses effets à l'expiration du délai d'un an à dater de la dénonciation.

Signatures.

In faith thereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affix their seals.

En foi de quoi les plénipotentiaires respectifs ont signé le présent traité dressé en deux exemplaires, l'un et l'autre en anglais et en français, les deux textes faisant également foi, et y ont apposé leurs cachets.

Done at Washington the sixth day of February in the year of our Lord one thousand nine hundred and twenty-eight.

Fait à Washington, le six du mois de Février, mil neuf cent vingt-huit.

ROBERT E. OLDS [SEAL]
 CLAUDEL [SEAL]

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-second day of April, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-second day of April in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

Exchange of Notes.

[EXCHANGE OF NOTES]

Note from Secretary of State to French Ambassador.

[The Secretary of State to the French Ambassador]

DEPARTMENT OF STATE,
 Washington, March 1, 1928.

EXCELLENCY:

New Arbitration Treaty not to affect the Treaty of 1914.

As you are aware it was not the intention or desire of the Government of the United States that the new Arbitration Treaty, which was proposed to your Government last December and signed on February 6, 1928, should be held to affect in any way the provisions of the Treaty for the Advancement of Peace signed by France and the United States on September 15, 1914, and I have understood that the Government of the French Republic was in accord with the Government of the United States on this point.

In order to prevent the possibility of any future misunderstanding, however, I desire formally to state that in the opinion of the Government of the United States the provisions of the Arbitration Treaty signed February 6, 1928, do not in the slightest degree affect or modify the provisions of the Treaty signed September 15, 1914. I should be glad to receive a note from you confirming

my understanding that your Government's interpretation of the Treaty signed February 6, 1928, is identical with that of the Government of the United States as expressed above.

Accept, Excellency, the renewed assurance of my highest consideration.

FRANK B. KELLOGG

His Excellency

Mr. PAUL CLAUDEL

Ambassador of the French Republic

[*The French Ambassador to the Secretary of State*]

AMBASSADE DE LA RÉPUBLIQUE FRANÇAISE
AUX ÉTATS-UNIS

Washington, le 5 mars, 1928

Note of concurrence
from French Ambassa-
dor to Secretary of
State.

MONSIEUR LE SECRÉTAIRE D'ÉTAT,

Par lettre en date du 1^{er} de ce mois, Votre Excellence a bien voulu me faire savoir que, dans l'esprit du Gouvernement fédéral, "les dispositions du traité d'arbitrage signé le 6 février 1928 n'affectent et ne modifient à aucun degré les dispositions du traité signé le 15 septembre 1914". Elle a ajouté qu'Elle serait heureuse de recevoir de moi une lettre confirmant que mon Gouvernement partage ce point de vue.

Mon Gouvernement, auquel je n'avais pas manqué de transmettre le texte même de la note de Votre Excellence, me prie de Lui assurer que son interprétation du Traité signé le 6 février 1928 est identique à celle du Gouvernement des États-Unis, telle qu'elle est exposée ci-dessus.

Mon Gouvernement estime que notre récent traité d'arbitrage non seulement laisse intact le traité de 1914 mais en prévoit même l'application.

Veillez agréer, Monsieur le Secrétaire d'État, les assurances de ma haute considération.

CLAUDEL

Son Excellence

L'Honorable FRANK B. KELLOGG,
Secrétaire d'État des États-Unis,
Washington, D. C.

[*The French Ambassador to the Secretary of State*]

[Translation]

EMBASSY OF THE FRENCH REPUBLIC
TO THE UNITED STATES,

Washington, March 5, 1928.

MR. SECRETARY OF STATE:

By a note dated the first of this month Your Excellency has been good enough to inform me that in the opinion of the Federal Government "the provisions of the treaty of arbitration signed February 6, 1928, do not in the slightest degree affect or modify the provisions of the treaty signed September 15, 1914". You added that you would be glad to receive from me a note confirming that my Government shares this point of view.

My Government, to which I did not fail to transmit the text of Your Excellency's note, has requested me to assure you that its interpretation of the treaty signed February 6, 1928, is identical with that of the Government of the United States as expressed above.

My Government is of the opinion that our recent arbitration treaty not only leaves the 1914 treaty unchanged but even envisages its application.

Please accept, Mr. Secretary of State, the assurances of my high consideration.

CLAUDEL

His Excellency

The Honorable FRANK B. KELLOGG,
Secretary of State of the United States,
Washington, D. C.

February 27, 1929.

Agreement between the United States and the Netherlands further extending the duration of the arbitration convention of May 2, 1908. Signed at Washington, February 27, 1929; ratification advised by the Senate, March 2, 1929; ratified by the President, March 6, 1929; ratified by The Netherlands, April 19, 1929; ratifications exchanged at The Hague, April 25, 1929; proclaimed, April 26, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Arbitration with the Netherlands. Preamble. Vol. 36, p. 2148.

WHEREAS an Agreement between the United States of America and the Netherlands extending the duration of the Arbitration Convention concluded between the two Governments on May 2, 1908, was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-seventh day of February, one thousand nine hundred and twenty-nine, the original of which Agreement, being in the English and Dutch languages, is word for word as follows:

Contracting Powers.

The Government of the United States of America and Her Majesty the Queen of the Netherlands, desiring to extend further the period during which the Arbitration Convention concluded between them on May 2, 1908, and extended by the Agreement concluded between the two Governments on May 9, 1914 and further extended by the Agreements concluded by the two Governments on March 8, 1919 and February 13, 1924, shall remain in force, have respectively authorized the undersigned to wit:

De Regeering der Vereenigde Staten van Amerika en Hare Majesteit de Koningin der Nederlanden, bezielde met den wensch het tijdvak gedurende hetwelk het op 2 Mei 1908 tusschen hen gesloten Arbitrage-verdrag van kracht zal blijven, welk verdrag bij bet tusschen beide Partijen op 9 Mei 1914 gesloten verdrag werd verlengd en nader werd verlengd bij de tusschen hen op 8 Maart 1919 en 13 Februari 1924 gesloten verdragen, opnieuw te verlengen, hebben onderscheidenlijk de ondergeteekenden, namelijk

Vol. 36, p. 2148.

Vol. 39, p. 1626; Vol. 41, p. 1667.

Vol. 43, p. 1754.

Plenipotentiaries.

Frank B. Kellogg, Secretary of State of the United States of America; and

Frank B. Kellogg, Secretaris van Staat der Vereenigde Staten; en

Dr. J. H. van Roijen, Envoy Extraordinary and Minister Plenipotentiary of Her Majesty the Queen of the Netherlands in Washington, to conclude the following agreement:

Mr. Dr. J. H. van Roijen, Buitengewoon Gezant en Gevolmachtigd Minister van Hare Majesteit de Koningin der Nederlanden te Washington, gemachtigd het volgende verdrag te sluiten.

ARTICLE I

ARTIKEL I

Convention of 1908 further extended for one year. Vol. 36, p. 2149.

The Convention of Arbitration of May 2, 1908, between the Government of the United States of America and Her Majesty the Queen of the Netherlands, the duration of which by Article III thereof was fixed at a period of five years from the date of the exchange of ratifications, which period, by the Agreement of May 9, 1914, between the two

Het arbitrageverdrag van 2 Mei 1908 tusschen de Regeering der Vereenigde Staten van Amerika en Hare Majesteit de Koningin der Nederlanden, waarvan de duur volgens artikel III van dat verdrag was bepaald op een tijdvak van 5 jaar, gerekend van den dag van de uitwisseling der akten van bekrachtiging, welk tijdvak bij

Vol. 39, p. 1626.

Governments was extended for five years from March 25, 1914, and was extended by the Agreement between them of March 8, 1919, for the further period of five years from March 25, 1919, and by the Agreement of February 13, 1924, for the further period of five years from March 25, 1924, is hereby extended and continued in force from March 25, 1929, for the further period of one year or until within that year a new arbitration convention shall be brought into force between them.

het tusschen beide Partijen op 9 Mei 1914 gesloten verdrag werd verlengd voor vijf jaren gerekend van 25 Maart 1914, bij het tusschen hen op 8 Maart 1919 gesloten verdrag werd verlengd voor een naderen termijn van vijf jaar, gerekend van 25 Maart 1919 en bij het tusschen hen op 13 Februari 1924 gesloten verdrag voor een naderen termijn van vijf jaar, gerekend van 25 Maart 1924, wordt hierbij verlengd en gehandhaafd, gerekend van 25 Maart 1929, voor het verder tijdvak van een jaar of totdat, binnen dat jaar, een nieuw arbitrageverdrag tusschen hen in kracht getreden zal zijn.

Vol. 41, p. 1754.

Vol. 43, p. 1754.

ARTICLE II

ARTIKEL II

The present Agreement shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by Her Majesty the Queen of the Netherlands, and it shall become effective upon the date of the exchange of ratifications, which shall take place at The Hague as soon as possible.

Dit verdrag zal worden bekrachtigd door den President der Vereenigde Staten van Amerika, op advies en met goedkeuring van derzelver Senaat, en Hare Majesteit de Koningin der Nederlanden en het zal in werking treden op den dag van de uitwisseling der akten van bekrachtiging, welke zoo spoedig mogelijk te 's-Gravenhage zal plaats hebben.

Exchange of ratifications.

Done in duplicate in the English and Dutch languages at Washington this 27th day of February, 1929.

Gedaan in dubbel te Washington in de Engelsche en Nederlandsche talen, den 27 Februari, 1929.

Signatures.

[SEAL] FRANK B KELLOGG

[SEAL] J. H. VAN ROIJEN.

AND WHEREAS the said Agreement has been duly ratified on both parts, and the ratifications of the two Governments were exchanged at The Hague on the twenty-fifth day of April, one thousand nine hundred and twenty-nine;

Ratifications exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Agreement to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-sixth day of April in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

January 15, 1929.

Supplementary extradition convention between the United States and France. Signed at Paris, January 15, 1929; ratification advised by the Senate, February 28, 1929; ratified by the President, March 6, 1929; ratified by France, April 27, 1929; ratifications exchanged at Paris, May 2, 1929; proclaimed, May 9, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Supplementary Extradition Convention with France.

WHEREAS a supplementary Extradition Convention between the United States of America and the Republic of France was concluded and signed by their respective Plenipotentiaries at Paris on the fifteenth day of January, one thousand nine hundred and twenty-nine, the original of which Convention, being in the English and French languages, is word for word as follows:

Contracting Powers.

The United States of America and the Republic of France being desirous of enlarging the list of crimes and offences on account of which extradition may be granted under the Convention concluded between the United States and France January 6, 1909, have resolved to conclude a supplementary Convention for this purpose and have appointed for that purpose the following plenipotentiaries:

Vol. 37, p. 1526.

Plenipotentiaries.

The President of the United States of America:

Mr. Norman Armour, Chargé d'Affaires ad interim of the United States of America at Paris, and

The President of the French Republic:

His Excellency M. Aristide Briand, Minister for Foreign Affairs;

Who have agreed to and concluded the following articles:—

ARTICLE I—

To the list of crimes and offences numbered 1 to 15 in the second article of the said Convention of January 6, 1909, the following, contained in a paragraph 16, is added:

16. Infractions of the laws concerning poisonous substances.

Addition to extraditable crimes.
Vol. 37, p. 1527.

Infractions of laws concerning poisons.

Les Etats-Unis d'Amérique et la République Française, désirant compléter la liste des crimes et délits pour lesquels l'extradition peut être accordée en vertu de la Convention conclue entre les Etats-Unis et la France le 6 Janvier 1909, ont résolu de conclure une Convention additionnelle à cet effet et ont désigné, pour ce faire, les plénipotentiaires ci-après, savoir:

Le Président des Etats-Unis d'Amérique:

M. Norman Armour, Chargé d'Affaires par intérim des Etats-Unis d'Amérique à Paris:

Le Président de la République Française:

Son Excellence M. Aristide Briand, Ministre des Affaires Etrangères,

Lesquels se sont mis d'accord sur les articles ci-après:

ARTICLE IER—

La disposition suivante constituant un paragraphe 16 est ajoutée à la liste des crimes et délits figurant sous les paragraphes I à 15 dans l'article 2 de ladite Convention du 6 Janvier 1909;

16. Infractions prévues par les lois sur les substances vénéneuses.

ARTICLE II—

ARTICLE 2—

The present Convention shall be considered as an integral part of the said extradition Convention of January 6, 1909, and the second article thereof shall be read as if the list of crimes and offences therein contained had originally comprised the additional infractions of the laws specified and numbered 16 in the first article of the present Convention.

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

It shall come into force ten days after its publication in conformity with the laws of the High Contracting Parties and it shall continue and terminate in the same manner as the said Convention of January 6, 1909.

In testimony whereof the respective plenipotentiaries have signed the present Convention in duplicate and have thereunto affixed their seals.

Done at Paris,
this 15 day of January 1929.

NORMAN ARMOUR
[SEAL]

La présente Convention doit être considérée comme partie intégrante de ladite Convention d'extradition du 6 Janvier 1909 et le nouvel article 2 de cette dernière doit être interprété comme si la liste des crimes et délits qui y sont énumérés avait compris dès l'origine les infractions aux lois sur les substances vénéneuses prévues dans un paragraphe 16 à l'article Ier de la Présente Convention.

La présente Convention sera ratifiée et les ratifications seront échangées à Paris le plus tôt possible. Elle entrera en vigueur dix jours après qu'elle aura été publiée selon les formes prescrites par les lois de chacune des Hautes Parties contractantes. Elle restera en vigueur et prendra fin dans les mêmes conditions que la Convention du 6 Janvier 1909.

En foi de quoi les plénipotentiaires respectifs ont signé la présente Convention en double exemplaire et y ont apposé leurs cachets.

Fait à Paris,
le 15 Janvier 1929.

A. BRIAND
[SEAL]

Considered part of former Convention. Vol. 37, p. 1529, amended.

Exchange of ratifications.

Effective date.

Signatures.

AND WHEREAS the said Supplementary Extradition Convention has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Paris on the second day of May, one thousand nine hundred and twenty-nine;

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Supplementary Extradition Convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this ninth day of May in the year of our Lord one thousand nine hundred and twenty-nine,
[SEAL] and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:
HENRY L STIMSON
Secretary of State.

Ratifications exchanged.

Proclamation.

February 20, 1929. *Arbitration treaty between the United States and Norway. Signed at Washington, February 20, 1929; ratification advised by the Senate, February 28, 1929; ratified by the President, March 8, 1929; ratified by Norway, April 25, 1929; ratifications exchanged at Washington, June 7, 1929; proclaimed, June 7, 1929.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION.

Arbitration with
Norway.
Preamble.

WHEREAS a Treaty of Arbitration between the United States of America and Norway was concluded and signed by their respective Plenipotentiaries at Washington on the twentieth day of February, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and Norwegian languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and His Majesty the King of Norway

Presidenten for Amerikas Forente Stater og Hans Majestet Norges Konge

Purpose declared.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Som er fast bestemt på å hindre, så vidt det står i deres makt, enhver avbrytelse av de fredelige forbindelser som alltid har bestått mellem de to folk;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Som på nytt vil gi sin tilslutning til den politikk som går ut på å henvise til upartisk avgjørelse alle rettslige tvister som måtte opstå mellem dem; og

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Som ønsker, ved sitt eksempel, ikke bare å tilkjennegi at de fordømmer krig som middel for den nasjonale politikk i deres innbyrdes samkvem, men også å arbeide for at den tid skal komme da de mellemfølkkelige avtaler om fredelig løsning av mellemfølkkelige tvister er blitt så fullkomme at de for alltid har fjernet muligheten av krig mellem noen av verdens makter;

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention signed at Washington on April 4, 1908, which expired by limitation on June 24, 1928, and for that purpose they have appointed as their respective Plenipotentiaries:

Har besluttet å inngå en ny voldgiftstraktat som utvider rekkevidden av og forpliktelsene efter den voldgiftsoverenskomst som blev underskrevet i Washington 4. april 1908 og som utløp 24. juni 1928, og har i det øiemed opnevnt som sine respektive befullmektigede

Vol. 35, p. 1994.

Plenipotentiaries.

The President of the United States of America:

Presidenten for Amerikas Forente Stater:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of Norway:

Mr. H. H. Bachke, His Envoy Extraordinary and Minister Plenipotentiary to the United States of America;

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which, if they have been referred to the Permanent International Commission constituted pursuant to the treaty signed at Washington June 24, 1914, have not been adjusted as a result of this procedure, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of the Kingdom of Norway in accordance with the constitutional laws of that Kingdom.

Herr Frank B. Kellogg, Amerikas Forente Staters Statssekretær; og
Hans Majestet Norges Konge:

Plenipotentiaries—
Continued.

Herr H. H. Bachke, Hans Overordentlige Sendemann og Befuldmægtigede Minister;

Som, efter å ha meddelt hverandre sine fullmakter som, blev funnet i god og behørig form, er blitt enige om følgende artikler:

ARTIKKEL I

Alle tvister som i mellemløse spørsmål oppstår mellom de høie kontraherende parter i anledning av at den ene part i henhold til traktat eller på annen måte gjør gjeldende et rettskrav mot den annen, og som ikke har kunnet løses på diplomatisk vei, og som, hvis de har vært forelagt for den faste mellemløse nevnd som er nedsett i henhold til traktat underskrevet i Washington 24. juni 1914, ikke er blitt bilagt ved denne behandling, og som er av rettslig art fordi de er egnet til å avgjøres efter grunnsetningene for rett og rettferdighet, skal henvises til den faste voldgiftsdomstol som er opprettet i Haag ved overenskomsten av 18. oktober 1907, eller til en annen kompetent domstol overensstemmende med det som i hvert enkelt tilfelle bestemmes ved en særlig avtale; denne særlige avtale skal fastsette domstolens sammensetning hvis det er nødvendig, bestemme dens myndighet, angi tvistespørsmålet eller tvistespørsmålene og fastsette vilkårene for foreleggelsen.

Den særlige avtale skal i hvert enkelt tilfelle avsluttes av Amerikas Forente Stater av Presidenten med Senatets råd og samtykke og av Kongeriket Norge overensstemmende med dette Kongerikes statsforfatning.

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

Vol. 38, p. 1771.

Vol. 36, p. 2221.

Special agreement.

ARTICLE II

Subjects not included.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Norway in accordance with the Covenant of the League of Nations.

ARTICLE III

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by the Kingdom of Norway in accordance with its constitutional laws.

Exchange of ratifications and duration of Treaty.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Norwegian languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the twentieth day of February in the year of our Lord one thousand nine hundred and twenty-nine.

ARTIKKEL II

Bestemmelsene i denne traktat kan ikke påberopes for så vidt angår tvister hvis gjenstand

a) hører inn under noen av de høie kontraherende parters egen jurisdiksjon,

b) berører utenforstående makters interesser,

c) avhenger av eller berører hevdelsen av De Forente Staters tradisjonelle standpunkt i amerikanske spørsmål, almindelig betegnet som Monroe-doktrinen,

d) avhenger av eller berører oppfyllelsen av Norges plikter efter Folkeforbundspakten.

ARTIKKEL III

Denne traktat skal ratifiseres av Presidenten for Amerikas Forente Stater med Senatets råd og samtykke og av Kongeriket Norge i overensstemmelse med dets statsforfatning.

Ratifikasjonene skal utveksles i Washington så snart som mulig, og traktaten trer i kraft den dag utvekslingen av ratifikasjonene finner sted. Den skal derefter vedblivende være gjeldende, medmindre og inntil den bringes til ophør med ett års skriftlig varsel fra den ene part til den annen.

Til bekreftelse herav har de respektive befullmektigede underskrevet denne traktat i to eksemplarer i engelsk og norsk tekst som begge har samme gyldighet, og har satt sine segl på den.

Utferdiget i Washington den 20de Februar 1929.

FRANK B KELLOGG [SEAL]
H. H. BACHKE [SEAL]

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the seventh day of June, one thousand nine hundred and twenty-nine;

Ratifications
exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this seventh day of June in the year of our Lord one thousand nine hundred and twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:

HENRY L STIMSON

Secretary of State.

November 22, 1927.

Extradition treaty between the United States and Poland, with an accompanying Protocol. Signed at Warsaw, November 22, 1927; ratification advised by the Senate, February 24, 1928; ratified by the President, March 14, 1928; ratified by Poland, April 29, 1929; ratifications exchanged at Warsaw, June 6, 1929; proclaimed, June 18, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Extradition with Poland.
Preamble.

WHEREAS an Extradition Treaty between the United States of America and Poland was concluded and signed by their respective Plenipotentiaries at Warsaw on the twenty-second day of November, one thousand nine hundred and twenty-seven, the original of which Treaty, being in the English and Polish languages is word for word as follows:

Contracting Powers.

The United States of America and the Republic of Poland, desiring to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice, between the United States of America and the Republic of Poland, and have appointed for that purpose the following plenipotentiaries:

Plenipotentiaries.

The United States of America:
H. E. John B. Stetson, Jr.,
Envoy Extraordinary and
Minister Plenipotentiary in
Warsaw.

The Republic of Poland: H. E.
August Zaleski, Minister
for Foreign Affairs,

Who, after having so communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles:

ARTICLE I.

It is agreed that the Government of the United States and the Government of Poland shall, upon requisition duly made as herein provided, deliver up to justice any person who may be charged with, or may have been convicted of any of the crimes specified in Article II of the present treaty committed within

Reciprocal delivery of persons charged with crimes.

Stany Zjednoczone Ameryki i Rzeczpospolita Polska, pragnąc wzajemnie udzielać wymiarowi sprawiedliwości poparcia, postanowiły zawrzeć traktat celem wzajemnego wydawania przestępców, uchylających się przed wymiarem sprawiedliwości, i miały w tym celu swymi pełnomocnikami:

Stany Zjednoczone Ameryki:
J. E. p. John B. Stetsona
Juniora, Posła Nadzwyczajnego i Ministra Pełnomocnego w Warszawie,

Rzeczpospolita Polska: J. E. p.
Augusta Zaleskiego, Ministra
Spraw Zagranicznych,

którzy, po zakomunikowaniu sobie wzajemnie swych pełnomocnictw, uznanych za dobre i należyte co do formy, zgodzili się na następujące artykuły:

ARTYKUŁ I.

Postanowieniem zostało, że Rząd Stanów Zjednoczonych Ameryki i Rząd Rzeczypospolitej Polskiej wydawać będą w ręce sprawiedliwości, na żądanie dokonane w należytej formie, według przepisów niniejszego traktatu, każdą osobę, która będzie obwiniona lub skazana za jedno z przestępstw wyszczególnionych

the jurisdiction of one of the High Contracting Parties and who shall seek an asylum or shall be found within the territory of the other, provided that such surrender shall take place only upon such evidence of criminality, as according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offence had been there committed.

ARTICLE II.

Persons shall be delivered up according to the provisions of the present Treaty, who shall have been charged with, or convicted of any of the following crimes:

1. Murder, comprehending the crimes designated by the terms parricide, assassination, manslaughter when voluntary, poisoning or infanticide;

2. The attempt to commit murder;

3. Arson;

4. Wilful and unlawful destruction or damage of track and railroad establishments, which endangers human life;

5. Crimes committed at sea:

a. Piracy;

b. Wrongfully sinking or destroying a vessel at sea or attempting to do so;

c. Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of a vessel.

w Artykule II niniejszego traktatu, popełnione w granicach jurysdykcji jednej z Wysokich Umawiających się Stron, jeżeli osoba ta schroni się lub odnaleziona zostanie na terytorjum drugiej Wysokiej Umawiającej się Strony, z tem zastrzeżeniem, że wydanie nastąpi jedynie w razie takiego udowodnienia przestępstwa, jakie wedle praw tej miejscowości, w której osoba zbiegła lub w ten sposób obwiniona odnaleziona zostanie, usprawiedliwiłoby jej zaarrestowanie i stawienie przed sąd, gdyby przestępstwo w tejże miejscowości było popełnione.

ARTYKUŁ II.

Stosownie do postanowień niniejszego traktatu wydawane będą osoby obwinione lub skazane za następujące przestępstwa:

1. morderstwo, przez które rozumie się ojco- i matkobójstwo, skrytobójstwo, zabójstwo /o ile działano rozmyślnie/, trucicielstwo, dzieciobójstwo;

2. usiłowanie popełnienia morderstwa;

3. podpalenie;

4. umyślne bezprawne zniszczenie lub uszkodzenie toru lub urządzeń kolejowych, powodujące niebezpieczeństwo dla życia ludzkiego;

5. przestępstwa popełnione na morzu:

a. piraterja /rozbójnictwo morskie/,

b. bezprawne zatopienie lub zniszczenie statku na morzu, lub usiłowanie popełnienia takich czynów,

c. bunt lub spisek dwu lub więcej członków załogi lub innych osób znajdujących się na pokładzie statku na pełnem morzu celem przeciwstawienia się władzy kapitana lub dowódcy statku celem opanowania statku podstępem lub gwałtem,

Extraditable crimes.

Murder.

Attempted murder.

Arson.

Injuries to railroads.

Crimes committed at sea.

Piracy.

Destroying vessels.

Mutiny.

Assault on shipboard.	d. Assault on board ship upon the high seas, with intent to do bodily harm.	d. napad dokonany na pokładzie statku, znajdującego się na pełnym morzu, z zamiarem wyrządzenia uszkożenia cielesnego.
Burglary.	6. Burglary, defined to be the act of breaking into and entering the house of another in the night time with intent to commit a felony therein;	6. Włamanie się lub gwałtowne wtargnięcie do cudzego mieszkania w porze nocnej z zamiarem popełnienia tam jakiegoś przestępstwa;
Robbery.	7. Robbery, defined to be the act of feloniously and forcibly taking from the person of another goods or money by violence or by putting him in fear;	7. rozbój /rabunek/ pojęty jako zabranie bezprawne drugiej osobie pieniędzy lub innych rzeczy ruchomych drogą gwałtu lub zastraszania;
Counterfeiting.	8. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by National, State, Provincial, Territorial, Local or Municipal Governments, bank notes or other instruments of public credit, counterfeit dies and the utterance, circulation or fraudulent use of the above mentioned objects;	8. podrabianie, fałszowanie lub przeistaczanie pieniędzy, bądźto monet, bądźto pieniędzy papierowych, albo papierów lub kuponów długu publicznego, wydawanych przez władze publiczne /państwowe, stanowe, prowincjonalne, terytorjalne, lokalne lub municipalne/, banknotów i innych dowodów kredytu publicznego, podrabianie mennicznych form /matryc/, tudzież wprowadzanie w obieg, lub świadomie korzystanie z przedmiotów powyższych;
Forgery.	9. Forgery or the utterance of forged papers or the fraudulent use of any of the same, providing the loss occasioned exceeds one thousand dollars or Polish equivalent;	9. podrabianie lub fałszowanie dokumentów, oraz wydawanie takich dokumentów podrobionych lub sfalszowanych i następne korzystanie z nich, jeśli z tego powstała szkoda ponad tysiąc dolarów lub ponad odpowiednią sumę w walucie polskiej;
Embezzling public funds.	10. Embezzlement or criminal malversation committed by public officers or depositaries, where the amount embezzled exceeds one thousand dollars or Polish equivalent;	10. sprzeniewierzenie /przywłaszczenie/ lub malwersacje popełnione przez publicznych urzędników lub depozytariuszy, o ile wysokość szkody przekracza tysiąc dolarów, lub odpowiednią sumę w walucie polskiej.
Embezzling by employees.	11. Embezzlement by any person or persons hired, salaried or employed, to the detriment of their employers or principals, when the crime or offense is punishable by imprisonment or other corporal punishment by the laws of both countries and where the amount embezzled exceeds one thousand dollars or Polish equivalent;	11. sprzeniewierzenie /przywłaszczenie/ popełnione przez osobę lub osoby, pobierające wynagrodzenie lub płacę albo pozostające w stosunku służbowym, na szkodę ich pracodawców lub przełożonych, o ile przestępstwo w ustawodawstwie obu państw zagrożone jest karą więzienia lub inną karą, dotyczącą osoby, a wartość przedmiotu przywłaszczonego przekracza tysiąc dolarów lub odpowiednią sumę w walucie polskiej.

12. Fraud or breach of a trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any Company or Corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds one thousand dollars or Polish equivalent;

12. oszustwo lub nadużycie zaufania przez osobę przejmującą depozyty, przez bankiera, agenta, pełnomocnika, egzekutora, administratora, opiekuna /kuratora/, dyrektora lub urzędnika spółki lub stowarzyszenia, albo przez inną osobę, która zajmuje stanowisko wymagające zaufania, o ile wysokość szkody w pieniądzach lub w wartości majątku przekracza tysiąc dolarów lub odpowiednią sumę w walucie polskiej;

Breach of trust, etc.

13. Obtaining money, valuable securities or other property by false pretences or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds one thousand dollars or Polish equivalent;

13. uzyskanie pieniędzy, walorów lub innego mienia za pomocą fałszywych przedstawień oraz przyjęcie wszelkich pieniędzy, walorów lub innego mienia z wiedzą, że zostały bezprawnie uzyskane, o ile suma pieniędzy lub wartość mienia w ten sposób uzyskanego lub przyjętego przekracza tysiąc dolarów lub odpowiednią sumę w walucie polskiej;

Obtaining money, etc., under false pretences.

14. Larceny if the damage caused exceeds one thousand dollars or Polish equivalent;

14. kradzież, jeżeli szkoda wyrządzona przekracza tysiąc dolarów lub odpowiednią sumę w walucie polskiej;

Larceny.

15. Perjury or subornation of perjury, where as a result of such a false testimony, an innocent person has been punished by imprisonment or a more severe penalty, or a person has been unjustly acquitted of a crime or an unjust sentence was pronounced in a civil case where the amount exceeds one thousand dollars or Polish equivalent and a loss of this amount actually resulted;

15. krzywoprzysięstwo oraz namawianie do krzywoprzysięstwa, jeśli na skutek złożenia takich zeznań drugą osobę skazano niewinnie na karę więzienia lub cięższą, albo uwolniono ją niesłusznie od oskarżenia o zbrodnię, albo też w sporze cywilnym orzeczono niesłusznie o roszczeniu ponad tysiąc dolarów lub odpowiednią sumę w walucie polskiej i szkoda w tej wysokości rzeczywiście wynikła;

Perjury.

16. Kidnapping of minors or adults defined to be the abduction or detention of a person or persons, in order to exact money from them, their families, or any other person or persons, or for any unlawful end;

16. porwanie osoby nieletniej lub dorosłej, przez co rozumie się uprowadzenie lub zatrzymanie takiej osoby w celu wymuszenia pieniędzy od niej, od jej rodziny lub innych osób, albo też w innym celu bezprawnym;

Kidnaping.

17. Crimes and offences against the laws for the suppression of slavery or slave trading;

17. przestępstwa przeciwko ustawom w przedmiocie zniesienia niewolnictwa i handlu niewolnikami.

Slave trading.

18. Crimes defined as the so-called traffic of women and girls, that means recruiting, abduction or seduction for immoral purposes of said persons, provided such crimes be punishable by imprisonment of at least one year, or by more severe penalty.

18. przestępstwa przedstawiające się jako t. zw. handel kobietami i dziewczętami t. j. werbowanie, uprowadzenie lub uwodzenie osób dla celów nierządu, o ile za takie przestępstwa można wymierzyć karę więzienia conajmniej jednorocznego lub karę cięższą.

Abduction, etc., of females for immoral purposes.

Accessories.

Extradition shall also take place for participation in any of the crimes before mentioned as an accessory before or after the fact, provided such participation be punishable by imprisonment of at least one year by the laws of both the High Contracting Parties.

Wydanie nastąpi również w wypadkach uczestnictwa w którymkolwiek z powyższych przestępstw, przed faktem lub po fakcie, o ile takie uczestnictwo według ustaw obu Wysokich Umawiających się Stron podlega conajmniej karze więzienia jednorocznego.

ARTICLE III.**No surrender for political offenses.**

The provisions of the present Treaty shall not import a claim of extradition for any crime or offence of a political character, nor for acts connected with such crimes or offences.

Wydanie nie nastąpi z powodu przestępstw natury politycznej, ani też za czyny będące w związku z takimi przestępstwami.

Attempts, etc., against Head of the State etc., not political crimes.*Artic, p. 2283.*

When the crime belongs to those designated in Article II sec. 1 and 2—the fact that the offence was directed against the life of the Head of the State, the President, of one of the High Contracting Parties, or against the Head of a Foreign State, or against the life of any member of his family shall not be deemed sufficient to sustain that such crime or offence was of a political character, or was an act connected with crimes or offences of a political character.

Jeżeli przestępstwo należy do wymienionych w art. II L. 1 i 2, to fakt, że ono było skierowane przeciw życiu Naczelnika Państwa /Prezydenta/ jednej ze Stron Umawiających się lub Naczelnika Państwa obcego, albo przeciw życiu członka rodziny tych osób, nie będzie uważany za wystarczający do przyjęcia, iż przestępstwo było natury politycznej lub czynem będącym w związku z przestępstwem politycznym.

ARTICLE IV.**Trial limited to offense for which surrendered.****Condition.**

The person delivered up shall be tried only for the crime or offence for which he was surrendered. This provision, however, does not apply to the case, when the said person fails to leave the territory of the Party to which he was surrendered within the period of three months after the date of inflicting upon him the penalty for the crime or offence for which he was delivered, or after the date of his being advised of his acquittal or of the fact that his case has been dismissed.

ARTYKUL IV.

Osoba wydana będzie odpowiadać tylko za przestępstwa, za jakie ją wydano. Nie będzie to miało jednak zastosowania, jeśli osoba wydana zaniedba opuścić terytorjum Strony, której ją wydano, w ciągu trzech miesięcy od dnia, kiedy albo wykonano na niej karę z powodu przestępstwa, za które ją wydano, albo zawiadomiono ją o uwolnieniu od kary, względnie o umorzeniu postępowania.

ARTICLE V.**Limitation of time.**

A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, according to the laws of the place within the jurisdiction of

ARTYKUL V.

Przestępcą nie będzie wydany, jeżeli wskutek upływu czasu lub innych powodów prawnych wedle ustaw miejsca, w którym popełnił przestępstwo, lub wedle ustaw miejsca, gdzie je odszukano, jest

which the crime was committed, or according to the laws of the place where he was found, the criminal is exempt from prosecution or punishment for the offence for which the surrender is asked.

Extradition shall also not be granted if, in a case of concurrent jurisdiction, there has been concluded or is pending in the surrendering State the prosecution of the fugitive on a charge growing out of the same set of facts as that upon which the extradition is sought.

ARTICLE VI.

If a fugitive criminal whose surrender may be claimed pursuant to the provisions hereof be actually under prosecution, out on bail or in custody, for another crime or offence, his extradition may be deferred until such proceedings be determined, or until he shall have been set at liberty in due course of law.

ARTICLE VII.

If a fugitive criminal claimed by one of the Parties hereto, shall be also claimed by one or more powers, such criminal shall be delivered to that State whose demand is first received.

Nevertheless, the surrendering State may give preference to a third State provided it is bound by a treaty concluded with that State so to do.

ARTICLE VIII.

Under the stipulations of this Treaty, the United States of America shall not be bound to deliver up its citizens, and the Republic of Poland shall not be bound to deliver up either Polish citizens or those of the Free City of Danzig.

ARTICLE IX.

Everything found in the possession of the fugitive criminal at the time of his arrest, whether

wolnym od ścigania sądowego lub od kary za przestępstwo, z powodu którego żądano jego wydania.

Wydanie nie nastąpi też, jeśli w państwie wezwanem o wydanie przeciw osobie, której wydania zażądano, z powodu tego samego przestępstwa postępowanie karne zostało już ukończone albo jest w toku.

ARTYKUL VI.

Jeśli przestępca, którego wydania zażądano, jest w państwie, od którego zażądano wydania, ścigany sądownie lub pozostaje na karze z powodu innego przestępstwa, w takim razie wydanie jego może być odłożone aż do chwili, gdy on karę za to przestępstwo wymierzoną odcierpi lub prawomocnie zostanie uwolniony.

ARTYKUL VII.

Jeżeli wydania przestępcy, którego zażądało jedno z Państw Umawiających się, domaga się nadto jeszcze inne państwo lub kilka państw, będzie on wydany temu państwu, od którego wcześniej nadeszło żądanie wydania.

Państwu, od którego wydania zażądano, wolno jednak dać pierwszeństwo innemu państwu, jeżeli do tego byłoby obowiązane na zasadzie traktatu zawartego z tem państwem.

ARTYKUL VIII.

Na mocy postanowień niniejszego Traktatu Stany Zjednoczone Ameryki nie będą obowiązane wydawać swych obywateli, a Rzeczpospolita Polska obywateli polskich ani obywateli Wolnego Miasta Gdańska.

ARTYKUL IX.

Wszystkie przedmioty znajdujące się w posiadaniu zbiegłego przestępcy w chwili jego zaarresto-

Restriction if fugitive under prosecution for similar charge in State where found.

Surrender deferred if person under prosecution for another crime in country where found.

Persons claimed by other countries.

Subject to treaty preference.

Neither country to deliver up its own citizens.

Delivery of articles seized with fugitive.

being the proceeds of the crime or offence, or which may be material as evidence of the crime, shall so far as practicable, according to the laws of either of the High Contracting Parties, be delivered up with his person at the time of surrender. Nevertheless, the rights of a third party with regard to the articles referred to, shall be duly respected.

ARTICLE X.

Requisitions.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the High Contracting Parties. In the event of the absence of such agents from the country or its seat of government, requisitions may be made by Consular officers.

Documents required.

A duly authenticated copy of the sentence of the Court, before which the conviction of the criminal took place, shall be produced with requisition of surrender.

If the person, whose extradition is requested, is merely charged with crime or offence, or convicted by default, a duly authenticated copy of the warrant of arrest of the Court, and of the depositions upon which such warrant may have been issued, shall be produced with such other evidence, as may be deemed competent in the case.

Procedure.

Extradition shall be carried out in conformity with the law governing it in the country, where the requisition of surrender is made.

ARTICLE XI.

Arrests on telegraphic advice.

The arrest of a fugitive criminal may be requested even upon telegraphic advice, stating the existence of a sentence of conviction or a warrant of arrest.

Transmittal of requisition in Poland.

In Poland the requisition for the arrest shall be directed to the Minister of Foreign Affairs, who will transmit it to the appropriate authorities.

wania, czy to pochodzą z przestępstwa, czy też mogą służyć jako materiał stwierdzający winę zbiegłego, wydane zostaną wraz z osobą przestępcy w chwili wydania tegoż, o ile to jest dopuszczalne wedle ustawodawstwa każdej z Wysokich Umawiających się Stron.

Jednakże prawa osób trzecich odnośnie do wyżej wspomnianych przedmiotów będą należycie uwzględnione.

ARTYKUL X.

Wnioski o wydanie przedstawiać będą przedstawiciele dyplomatyczni Wysokich Umawiających się Stron. W razie nieobecności takich przedstawicieli bądź w kraju, bądź w siedzibie Rządu, wnioski takie mogą być przedstawiane przez urzędników konsularnych.

Do wniosku o wydanie należy dołączyć uwierzytelniony odpis wydanego przez sąd wyroku skazującego, który ustala dowód winy.

Jeżeli osoba, której wydania zażądano, jest tylko obwiniona o przestępstwo albo skazana w zaoczności, należy dołączyć uwierzytelniony odpis nakazu /sądowego/ zaareztowania i zaprzysiężonych zeznań oraz innych dowodów, które będą uznane za potrzebne w danym wypadku.

Postępowanie ekstradycyjne będzie przeprowadzone wedle ustaw obowiązujących w tym przedmiocie w Państwie, od którego wydania zażądano.

ARTYKUL XI.

Zaareztowania przestępcy zbiegłego można żądać nawet na zasadzie telegraficznego zawiadomienia o istnieniu wyroku skazującego lub nakazu zaareztowania.

W Polsce żądanie zaareztowania należy kierować do Ministerstwa Spraw Zagranicznych, które prześle je właściwej władzy.

In the United States of America, the requisition for the arrest shall be directed to the Secretary of State, who shall confirm the regularity of the requisition and request the appropriate authorities to take action thereon in conformity with the law.

In both countries, in case of urgency, the requisition for the arrest and detention may be addressed directly to the appropriate magistrate, in conformity with the laws in force.

A person provisionally arrested shall be released unless within three months from the date of arrest the formal requisition for surrender with the documentary proofs set out in Article X have been produced by the diplomatic agent of the demanding Government or, in his absence, by a Consular officer thereof.

ARTICLE XII.

In every case of a request made by either of the High Contracting Parties for the arrest, detention or extradition of fugitive criminals, the appropriate legal officers of the country where the proceedings of extradition are had, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every legal means within their power.

No claim whatever for compensation for any of the services so rendered shall be made against the Government demanding the extradition, provided, however, that any officer or officers of the surrendering Government so giving assistance, who shall in the course of their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the Government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount as though such acts or

W Stanach Zjednoczonych Ameryki żądanie zaarrestowania należy kierować do Sekretarza Stanu, który stwierdzi prawidłowość żądania i zwróci się do władz właściwych z prośbą o nadanie temu wnioskowi dalszego biegu zgodnie z prawem.

W wypadkach nagłych żądanie zaarrestowania można w obu Państwach kierować bezpośrednio do właściwego urzędnika, zgodnie z obowiązującymi ustawami.

Osoba tymczasowo zaarrestowana będzie wypuszczona na wolność, o ile w ciągu trzech miesięcy od daty zaarrestowania, przedstawiciel dyplomatyczny, lub w jego nieobecności urzędnik konsularny państwa, które żądało zaarrestowania, nie przedstawią formalnego wniosku o wydanie z dołączeniem dokumentów dowodowych wymienionych w artykule X.

ARTYKUL XII.

W każdym wypadku żądania zaarrestowania, przytrzymania lub ekstradycji zbiegłych przestępców, przedstawionego przez jedną z Wysokich Umawiających się Stron, urzędnicy państwa, w którym prowadzi się postępowanie ekstradycyjne, obowiązani będą przy użyciu wszelkich legalnych środków będących w ich mocy udzielać pomocy urzędnikom państwa żądającego wydania.

Za taką pomoc nie wolno im żądać zapłaty od państwa żądającego wydania, chyba, że nie otrzymają oni płacy, lecz tylko wynagrodzenie za świadczone usługi; w takim razie uprawnieni będą żądać od państwa żądającego wydania zwykłego wynagrodzenia w ten sam sposób i w tej samej wysokości, jak gdyby wspomniane kroki były podjęte w postępowaniu karnem prowadzonym pod prawami państwa, którego są urzędnikami.

In United States.

Urgent cases.

Provisional arrests.

Ante, p. 2288.

Legal assistance.

Compensation.

services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

Submission of claims.

These claims for fees are to be submitted through the intermediary of the respective Government.

Żądanie wypłacenia takiego wynagrodzenia przedstawione być winno za pośrednictwem Rządu.

ARTICLE XIII.

ARTYKUL XIII.

Expenses.

The expenses of arrest, detention, examination and transportation of the accused shall be paid by the Government, which has preferred the demand for extradition.

Koszty zaarrestowania, przytrzymania, badania i przewozu przestępcy poniesie państwo, które wydania zażądało.

ARTICLE XIV.

ARTYKUL XIV.

Territory affected.

The provisions of the present Treaty shall be applicable to all territory wherever situated, belonging to either of the High Contracting Parties, or in the occupancy and under the control of either of them during such occupancy or control.

Postanowienia niniejszego traktatu rozciągać się będą na wszystkie gdziekolwiek bądź położone terytorja należące do każdej z Wysokich Umawiających się Stron lub przez nie okupowane, albo pozostające pod ich kontrolą, w czasie takiej okupacji lub kontroli.

ARTICLE XV.

ARTYKUL XV.

Exchange of ratifications.

The present Treaty shall be ratified by the High Contracting Parties and the exchange of ratifications shall take place at Warsaw, as soon as possible.

Traktat niniejszy będzie ratyfikowany przez Wysokie Umawiające się Strony, a wymiana dokumentów ratyfikacyjnych nastąpi w Warszawie w najkrótszym czasie.

Effective date.

This Treaty shall take effect on the thirtieth day after the date of the exchange of ratifications and shall be applied, although the crime or offence, for which the extradition has been claimed, have been committed before its entering into force.

Traktat niniejszy wejdzie w życie po upływie trzydziestu dni po wymianie dokumentów ratyfikacyjnych i będzie miał zastosowanie, choćby przestępstwo, z powodu którego żąda się wydania, było popełnione przed jego wejściem w życie.

Duration of Treaty.

The present Treaty may be terminated, yet it will remain in force for one year from the date on which such notice of termination shall be given by either of the High Contracting Parties.

Traktat niniejszy może być wypowiedziany, będzie jednak obowiązywać aż do upływu jednego roku od dnia, w którym jedna ze Stron Traktat ten wypowie.

Signatures.

In witness whereof, the undersigned Plenipotentiaries have signed the present Treaty and affixed thereto their respective seals.

Na dowód czego niżej podpisani Pełnomocnicy podpisali niniejszy Traktat i opatrzyli go swemi pieczęciami.

Done in duplicate at Warsaw this 22 day of November 1927.

Sporządzono w Warszawie w dwóch egzemplarzach dnia 22 listopada 1927 roku.

[SEAL] JOHN B. STETSON jr
[SEAL] AUGUST ZALESKI

[SEAL] AUGUST ZALESKI
[SEAL] JOHN B. STETSON jr.

PROTOCOL ACCOMPANYING THE TREATY OF EXTRADITION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF POLAND

PROTOKÓŁ DOŁĄCZONY DO TRAKTATU EKSTRADYCYJNEGO MIĘDZY STANAMI ZJEDNOCZONEMI AMERYKI A RZECZĄPOSPOLITĄ POLSKĄ.

Protocol.

At the moment of signing the Treaty of Extradition between the United States of America and the Republic of Poland the undersigned Plenipotentiaries, duly empowered, have agreed as follows:

W chwili podpisania Traktatu Ekstradycyjnego między Stanami Zjednoczonymi Ameryki a Rzeczpospolitą Polską, niżej podpisani Pełnomocnicy, należycie upoważnieni, zgodzili się na punkty następujące:

Agreement of plenipotentiaries.

1. The Polish Government consents to extradite, at the request of the Government of the United States of America, all fugitive criminals as they are referred to in the accompanying treaty, in cases where the charge involved exceeds \$200.00, although the minimum provided for in the accompanying treaty for the High Contracting Parties is \$1,000.00.

1. Rząd Polski zgadza się na wydawanie wszystkich zbiegłych przestępców w rozumieniu powyższego Traktatu na żądanie Rządu Stanów Zjednoczonych Ameryki w tych wypadkach, gdzie szkoda wyrządzona przewyższa 200 dol., aczkolwiek minimum przewidziane przez powyższy Traktat dla Wysokich Umawiających się Stron wynosi 1000 dol.

Consent of Poland to reduction of money minimum in charges.

The foregoing agreement applies to the provisions of Paragraphs 9, 10, 11, 12, 13, 14 and 15 of Article II of the accompanying treaty.

Powyższe zobowiązanie odnosi się do Artykułu II, par. 9, 10, 11, 12, 13, 14 i 15 powyższego Traktatu.

Paragraphs affected. Ante, pp. 2284, 2285.

2. The Polish Government, which by virtue of Article 104 of the Treaty of Peace of Versailles conducts the foreign affairs of the Free City of Danzig, undertakes to do all that is necessary to secure the adherence of the Free City of Danzig to the provisions of this protocol and the accompanying treaty as soon as possible.

2. Rząd Polski, który na zasadzie Art. 104 Traktatu Wersalskiego kieruje sprawami zagranicznymi Wolnego Miasta Gdańska, uczyni wszystko co jest potrzebne, aby zapewnić możliwie jak najprędzej przystąpienie Wolnego Miasta Gdańska do postanowień niniejszego Traktatu i dołączonego do niego Protokółu.

Adherence of Free City of Danzig to be secured.

In faith whereof, the undersigned Plenipotentiaries have signed the present protocol and affixed thereto their respective seals.

Na dowód czego niżej podpisani Pełnomocnicy podpisali niniejszy Protokół i zaopatrzyli go swemi pieczęciami.

Signatures.

Done in duplicate at Warsaw this 22 day of November 1927.

Sporządzono w dwóch egzemplarzach w Warszawie dnia 22 listopada 1927 r.

[SEAL] JOHN B. STETSON jr
[SEAL] AUGUST ZALESKI

[SEAL] AUGUST ZALESKI
[SEAL] JOHN B. STETSON jr.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Warsaw on the sixth day of June, one thousand nine hundred and twenty-nine;

Ratifications exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

EXTRADITION TREATY—POLAND. NOVEMBER 22, 1927.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this eighteenth day of June in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:

J REUBEN CLARK JR
Acting Secretary of State.

Arbitration treaty between the United States and the Kingdom of the Serbs, Croats and Slovenes. Signed at Washington, January 21, 1929; ratification advised by the Senate, January 31, 1929; ratified by the President, February 14, 1929; ratified by the Kingdom of the Serbs, Croats and Slovenes, May 18, 1929; ratifications exchanged at Washington, June 22, 1929; proclaimed, June 22, 1929.

January 21, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a Treaty of Arbitration between the United States of America and the Kingdom of the Serbs, Croats and Slovenes was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-first day of January, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and French languages, is word for word as follows:

Arbitration with the Kingdom of Serbs, Croats and Slovenes. Preamble.

The President of the United States of America and His Majesty the King of the Serbs, Croats and Slovenes,

Le Président des Etats-Unis d'Amérique et Sa Majesté le Roi des Serbes, Croates et Slovènes,

Contracting Powers.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Résolus à prévenir autant qu'il est en leur pouvoir toute interruption dans les relations pacifiques qui ont toujours existé entre les deux nations;

Purpose declared.

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Désireux d'affirmer de nouveau leur adhésion à la politique consistant à soumettre à une décision impartiale toutes contestations susceptibles de décisions judiciaires qui viendraient à s'élever entre eux;

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Soucieux, par leur exemple, non seulement de manifester que, dans leurs relations réciproques, ils condamnent la guerre comme instrument de leur politique nationale, mais encore de hâter le moment où la conclusion d'accords internationaux pour le règlement pacifique des conflits entre les Etats aura écarté pour toujours les possibilités de guerre entre les nations du monde;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries:

Ont décidé de conclure un traité d'arbitrage, et à ces fins ont désigné pour leurs plénipotentiaires respectifs, savoir:

Plenipotentiaries.

The President of the United States of America:

Le Président des Etats-Unis d'Amérique:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Serbs, Croats and Slovenes:

Mr. Bojidar Pouritch, Chargé d'Affaires ad interim of the Kingdom of the Serbs, Croats and Slovenes at Washington;

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of the Kingdom of the Serbs, Croats and Slovenes in accordance with its constitutional laws.

ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

M. Frank B. Kellogg, Secrétaire d'Etat des Etats-Unis d'Amérique; et

Sa Majesté le Roi des Serbes, Croates et Slovènes:

M. Bojidar Pouritch, Chargé d'Affaires ad interim du Royaume des Serbes, Croates et Slovènes à Washington;

Lesquels, après s'être communiqué leurs pleins pouvoirs reconnus en bonne et due forme, sont convenus des dispositions suivantes:

ARTICLE I

Tous différends concernant des affaires internationales dans lesquelles les Hautes Parties Contractantes se trouvent engagées par suite de la prétention d'un droit allégué par l'une à l'encontre de l'autre en vertu d'un traité ou autrement, qui n'auront pu être réglés par la voie diplomatique, non plus que par l'application du recours à une Commission de Conciliation convenable et qui en raison de leur nature susceptible d'une décision appliquant les principes du droit et de l'équité, peuvent être jugés, seront soumis à la Cour permanente d'arbitrage établie à La Haye par la Convention du 18 Octobre 1907 ou à un autre tribunal compétent, ce qui sera décidé dans chaque cas par accord spécial; cet accord spécial pourvoira à l'organisation dudit tribunal s'il est nécessaire, définira ses pouvoirs, exposera la ou les questions en litige et déterminera la question à résoudre.

L'accord spécial dans chaque cas sera conclu en ce qui concerne les Etats-Unis d'Amérique par le Président des Etats-Unis d'Amérique sur et avec l'avis et le consentement du Sénat des Etats-Unis et en ce qui concerne le Royaume des Serbes, Croates et Slovènes en conformité des lois constitutionnelles de ce Royaume.

ARTICLE II

Les dispositions du présent traité ne pourront pas être invoquées en ce qui concerne les différends dont l'objet:

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

Vol. 36, p. 2221.

Special agreements.

Subjects not included.

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of the Kingdom of the Serbs, Croats and Slovenes in accordance with the Covenant of the League of Nations.

a) relève de la juridiction nationale de l'une ou de l'autre des Hautes Parties Contractantes;

b) touche aux intérêts de tierces puissances;

c) dépend du maintien ou touche au maintien de l'attitude traditionnelle des Etats-Unis d'Amérique dans les affaires américaines, communément connue sous le nom de doctrine de "Monroe";

d) dépend de l'observation ou touche à l'observation des engagements du Royaume des Serbes, Croates et Slovènes en conformité du Pacte de la Société des Nations.

ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by His Majesty the King of the Serbs, Croats and Slovenes in accordance with the constitutional laws of that Kingdom.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the twenty-first day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B KELLOGG [SEAL]
DR. BOJIDAR POURITCH [SEAL]

ARTICLE III

Le présent traité sera ratifié par le Président des Etats-Unis d'Amérique sur et avec l'avis et le consentement du Sénat des Etats-Unis d'Amérique et par Sa Majesté le Roi des Serbes, Croates et Slovènes en conformité des lois constitutionnelles de ce Royaume.

Les ratifications seront échangées à Washington aussitôt que faire se pourra et le traité prendra effet à la date de l'échange des ratifications. Il restera ensuite en vigueur sans limite de durée. Toutefois il pourra être dénoncé par l'une ou l'autre des Hautes Parties Contractantes et dans ce cas il cessera ses effets à l'expiration du délai d'un an à dater de la dénonciation.

En foi de quoi les plénipotentiaires respectifs ont signé le présent traité dressé en deux exemplaires, l'un et l'autre en anglais et en français, les deux textes faisant également foi, et y ont apposé leurs cachets.

Fait à Washington, le vingt et un du mois de janvier, de l'An de Notre Seigneur mil neuf cent vingt-neuf.

Ratification.

Exchange of ratifications.

Duration of Treaty.

Signatures.

2296 ARBITRATION—SERBS, CROATS AND SLOVENES. JAN. 21, 1929.

Ratifications
exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-second day of June, one thousand nine hundred and twenty-nine;

Proclamation.

Now, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-second day of June in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State

Treaty of conciliation between the United States and the Kingdom of the Serbs, Croats and Slovenes. Signed at Washington, January 21, 1929; ratification advised by the Senate, January 31, 1929; ratified by the President, February 14, 1929; ratified by the Kingdom of the Serbs, Croats and Slovenes, May 18, 1929; ratifications exchanged at Washington, June 22, 1929; proclaimed, June 22, 1929.

January 21, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a Treaty of Conciliation between the United States of America and the Kingdom of the Serbs, Croats and Slovenes was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-first day of January, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and French languages, is word for word as follows:

Conciliation with the Kingdom of Serbs, Croats and Slovenes. Preamble.

The President of the United States of America and His Majesty the King of the Serbs, Croats and Slovenes, being desirous to strengthen the bonds of amity that bind their two countries together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

Le Président des Etats-Unis d'Amérique et Sa Majesté le Roi des Serbes, Croates et Slovènes, désirant resserrer les liens d'amitié qui unissent leurs deux pays et servir la cause de la paix générale, ont décidé de conclure un traité à ces fins et ont nommé, en conséquence, les plénipotentiaires ci-après désignés, savoir:

Contracting Powers.

The President of the United States of America:

Le Président des Etats-Unis d'Amérique:

Plenipotentiaries.

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

M. Frank B. Kellogg, Secrétaire d'Etat des Etats-Unis d'Amérique; et

His Majesty the King of the Serbs, Croats and Slovenes:

Sa Majesté le Roi des Serbes, Croates et Slovènes:

Mr. Bojidar Pouritch, Chargé d'Affaires ad interim of the Kingdom of the Serbs, Croats and Slovenes at Washington;

M. Bojidar Pouritch, Chargé d'Affaires ad interim du Royaume des Serbes, Croates et Slovènes à Washington;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

Lesquels, après s'être communiqué leurs pleins pouvoirs, trouvés en bonne et due forme, sont convenus des articles suivants:

ARTICLE I

ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of the Kingdom of the

Tous différends s'élevant entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Royaume des Serbes, Croates

Disputes submitted for investigation and report to International Commission.

Serbs, Croats and Slovenes, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and the High Contracting Parties agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

International Commission.
Composition.

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

Appointment.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III

Immediate reference of disputes to the International Commission.

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

et Slovènes, de quelque nature qu'ils soient, lorsque les procédés diplomatiques ordinaires auront échoué et que les Hautes Parties contractantes n'ont pas recours à un tribunal compétent, seront soumis, pour examen et rapport, à une Commission internationale permanente, constituée de la manière prescrite dans l'article suivant; et les Hautes Parties contractantes conviennent de ne se livrer, l'une vis-à-vis de l'autre, à aucun acte de force durant l'examen auquel procédera la Commission et avant la remise de son rapport.

ARTICLE II

La Commission internationale sera composée de cinq membres nommés comme il suit: un membre appartenant à chaque pays sera choisi par son gouvernement; un membre appartenant à un troisième pays sera choisi par chacun des gouvernements; le cinquième membre sera choisi d'un commun accord par les deux gouvernements; il est bien entendu que ce dernier ne sera pas un national de l'un ou l'autre pays. Les frais de la Commission seront supportés par moitié par les deux gouvernements.

La Commission internationale sera nommée dans les six mois de l'échange des ratifications de la présente convention; et il sera pourvu aux vacances qui se produiraient suivant le mode employé pour la nomination primitive.

ARTICLE III

Dans le cas où les Hautes Parties contractantes ne réussiraient pas à régler un différend par les voies diplomatiques, elles le soumettront immédiatement, pour examen et rapport, à la Commission internationale. Celle-ci pourra néanmoins, spontanément offrir à l'unanimité ses services à cet effet, et, dans ce cas, notifiera les deux gouvernements en leur demandant de donner leur aide à l'enquête.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by His Majesty the King of the Serbs, Croats and Slovenes in accordance with the constitutional laws of that Kingdom.

The ratification shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the twenty-first day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B KELLOGG [SEAL]
DR. BOJIDAR POURITCH [SEAL]

Les Hautes Parties contractantes conviennent de fournir à la Commission permanente internationale tous les moyens et toutes les facilités nécessaires à l'enquête et au rapport.

Le rapport de la Commission devra être achevé dans l'année suivant le jour où elle aura déclaré avoir commencé l'enquête, à moins que le délai n'ait été restreint ou étendu d'un commun accord par les Hautes Parties contractantes. Le rapport sera dressé en trois originaux; chacun des gouvernements recevra un exemplaire, et la Commission conservera le troisième parmi ses dossiers.

Les Hautes Parties contractantes se réservent le droit d'agir indépendamment sur l'objet du différend après que le rapport de la Commission leur aura été remis.

ARTICLE IV

Le présent traité sera ratifié par le Président des États-Unis sur l'avis et avec le consentement de leur Sénat, et par Sa Majesté le Roi des Serbes, Croates et Slovènes en conformité des lois constitutionnelles de ce Royaume.

Les ratifications seront échangées à Washington le plus tôt qu'il sera possible et le traité entrera en vigueur dès la date de l'échange des ratifications. Après quoi il restera en vigueur sans interruption à moins que et jusqu'à ce qu'il y soit mis fin par un avis signifié par écrit un an à l'avance par une des Parties contractantes à l'autre.

En foi de quoi les Plénipotentiaires respectifs ont signé ce traité en double original rédigé en anglais et en français, les deux textes faisant également foi, et y ont apposé leurs cachets.

Fait à Washington, le vingt et un du mois de janvier de l'An de Notre Seigneur mil neuf cent vingt-neuf.

Facilities to be furnished.

Time, etc., for report.

Independent action reserved.

Ratification.

Exchange of ratifications.

Duration of Treaty.

Signatures.

2300 CONCILIATION—SERBS, CROATS AND SLOVENES. JAN. 21, 1929.

Ratifications
exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-second day of June, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States, and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-second day of June in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-third.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State

Parcel post convention between the United States of America and Indochina. Signed at Hanoi, April 5, 1929, at Washington, July 3, 1929; approved by the President, July 12, 1929.

April 5, 1929.
July 3, 1929.

Parcel Post Convention

Convention Concernant l'Echange de Colis Postaux

between

entre

The United States of America and Indochina

L'Indochine et les Etats-Unis d'Amerique

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 Indochina (including Annam, Cambodia, Cochín China, Laos and Tonkin), the undersigned, Walter F. Brown, Postmaster General of the United States of America and Jean Walter Director of Posts and Telegraphs of Indochina, by virtue of authority vested in them, have agreed upon the following articles:

Dans le but de fixer les relations pour l'échange des colis postaux entre les Etats-Unis d'Amerique (y compris l'Alaska, les îles Hawaiï, l'île Porto-Rico, l'île Guam (Mariannes), les îles Samoa et les îles Vierges des Etats-Unis) et l'Indochine (y compris l'Annam le Cambodge, la Cochinchine, le Laos et le Tonkin), les soussignés, Walter F. Brown, Postmaster General des Etats-Unis et Jean Walter Directeur des Postes et des Télégraphes de l'Indochine, en vertu des pouvoirs qui leur sont conférés ont convenu ce qui suit:

Parcel post convention with Indochina. Preamble.

Territory affected.

I. Limits of Weight and Size

I. Limites de poids et de dimensions

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 centimeters) in length, or seven feet (two hundred and ten centimeters) in length and girth combined.

1. Aucun colis ne dépassera le poids de dix kilogrammes (twenty-two pounds) une longueur de cent cinq centimètres (three feet six inches), ou deux cent dix centimètres (seven feet) en longueur et pourtour combinés.

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.

2. En ce qui concerne l'appréciation exacte des poids et dimensions de colis, la manière de voir de l'Office expéditeur sera acceptée, sauf en cas d'erreur évidente.

Basis of computation.

II. Postage and Fees

II. Affranchissement et Droits

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.

1. L'Administration d'origine est autorisée à percevoir sur l'expéditeur de chaque colis tels affranchissement et droits pour les demandes de renseignements sur le sort d'un colis formulées postérieurement au dépôt et également dans le cas de colis assurés, tels droits d'assurance et droits pour accusés de réception qui peuvent de temps en temps être prescrits par ses règlements.

Collection from sender.

Insured parcels.

Prepayment.

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.

2. Sauf en cas de colis retournés ou réexpédiés l'affranchissement et ceux des droits mentionnés dans le précédent paragraphe qui sont applicables, doivent être payés d'avance.

Preparation of parcels.
Addressing requirements.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 must be enclosed in the parcel, but such address slip 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.

Customs declarations, etc.

2. The sender shall prepare one regular customs declaration for each parcel sent from either country, upon a 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, number of rates prepaid, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

For each parcel sent from the United States of America there shall be prepared also a special customs declaration, upon a form provided for the purpose, which customs declaration shall state, in addition to the particulars required to be shown in the regular customs declaration, the gross weight of the parcel, the net weight of the contents, and

III. *Conditionnement des Colis*

1. Le nom et l'adresse de l'expéditeur et du destinataire doivent être lisiblement et correctement écrits dans tous les cas quand cela sera possible sur le colis lui-même, ou sur une étiquette collée sur le colis, et dans le cas de colis dont l'adresse figure seulement sur une étiquette attachée en raison de leur forme ou dimension, ils doivent également être écrits sur une feuille séparée qui doit être insérée dans le colis. Une copie de l'adresse devrait également être insérée dans tous les colis. Les colis ne seront pas acceptés quand ils seront envoyés ou adressés sous des initiales à moins que les initiales ne soient le nom commercial des expéditeurs ou des destinataires.

Les adresses au crayon ordinaire ne sont pas admises, mais l'encre à copier ou le crayon à encre sur une surface préalablement mouillée peuvent être utilisés.

2. L'expéditeur doit préparer une déclaration en douane régulière pour chaque colis expédié de l'un ou l'autre pays, sur un imprimé fourni à cet effet. Cette déclaration en douane donnera une description générale du colis, un état exact détaillé de son contenu et de sa valeur, la date d'envoi, le montant des droits payés à l'avance, le nom et l'adresse de l'expéditeur, le nom et l'adresse du destinataire et sera fixée solidement au colis.

Pour chaque colis expédié des Etats-Unis d'Amérique, il y a lieu de préparer également sur un imprimé fourni à cet effet une déclaration en douane spéciale qui indiquera en plus des renseignements à porter sur la déclaration en douane régulière, le poids brut du colis, le poids net du contenu, et si le contenu est destiné ou non à un usage en

whether or not the contents are intended for use in connection with supplies or industries for the Government, and shall also 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 dispatch note 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, and shall be securely attached to the parcel.

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

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

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

5. No insured parcel shall have written on it information as to the value of its contents, although this must be stated in the accompanying customs declaration.

6. Each insured parcel must be marked or labelled or stamped "Insured" or "Valeur déclarée" in a conspicuous manner on the address side and in close proximity to such indorsement there must appear the number given the parcel. The customs declaration, if not gummed to the parcel, and

rapport avec les approvisionnements ou industries pour le Gouvernement. Cette déclaration doit être également attachée solidement au colis.

L'expéditeur doit également préparer sur un imprimé spécial fourni à cet effet un bulletin d'expédition pour chaque colis expédié de l'un ou de l'autre pays. Ce bulletin doit indiquer le bureau de dépôt, le nom et adresse de l'expéditeur, le nombre de déclarations en douane, le poids, l'affranchissement payé, le nom et l'adresse du destinataire et le bureau de destination, et, le numéro donné au colis. Le bulletin d'expédition doit être solidement attaché au colis.

3. Les Administrations n'acceptent aucune responsabilité pour l'exactitude des déclarations en douane ou des bulletins d'expédition.

4. L'emballage de chaque colis doit être conditionné de manière à répondre à la longueur du voyage et à protéger efficacement le contenu.

Les colis doivent être fermés et parfaitement scellés à la cire ou de tout autre manière, mais le pays de destination aura le droit de les ouvrir (y compris le droit de briser les cachets) afin d'en vérifier le contenu. Les colis qui auront été ainsi ouverts seront fermés de nouveau et scellés officiellement.

Chaque Administration peut exiger une empreinte ou une marque spéciale de l'expéditeur sur les colis assurés déposés dans son service, comme moyen de garantie.

5. Un colis non assuré ne devra pas porter sur son enveloppe d'indication relative à la valeur du contenu, quoique celle-ci doit être indiquée sur la déclaration en douane accompagnant le colis.

6. Chaque colis assuré doit être marqué, étiqueté ou frappé d'un timbre "Assuré" ou "Valeur déclarée" d'une manière très apparente sur le côté de l'adresse et à proximité de cette inscription doit apparaître le numéro donné au colis. La déclaration en douane, si elle n'est pas collée au

No official responsibility for correctness.

Packing, etc.

Value of contents not to be stated.

Stamped labels.

the dispatch note must also be marked or labelled or stamped "Insured" or "Valeur déclarée".

Insured value.

The indication of the amount of the insured value shall be entered in a conspicuous manner on the parcel and on the dispatch note, in the money of the country of origin and in gold francs. The amount in gold francs shall be underscored with a heavy line.

Placing of stamps.

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

Containers for liquids.

8. Any liquid or any substance which easily liquifies 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 cardboard or strong fibreboard or receptacle of equal strength) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.

Powders, etc.

9. 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.

Prohibitions.

IV. Prohibitions

Articles specified.

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

Letters, etc.

(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.

With different address.

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

colis, et le bulletin d'expédition doivent également être marqués ou étiquetés ou frappés d'un timbre "Assuré" ou "Valeur déclarée".

L'indication du montant de la valeur assurée doit être portée d'une manière très apparente sur le colis et sur le bulletin d'expédition dans la monnaie du pays d'origine et en francs-or. Le montant en francs-or doit être souligné d'un fort trait.

7. Les étiquettes ou timbres sur les colis assurés doivent être placés d'une façon telle qu'ils ne puissent pas servir à dissimuler des avaries à l'emballage. Ils ne doivent pas être pliés sur deux côtés de l'emballage de manière à cacher le bord.

8. Tout liquide ou substance facilement liquéfiable doit être emballé dans un double récipient. Entre le premier récipient (bouteille, flacon, pot, boîte, etc. . .) et le second (boîte en métal, en bois dur, en fort carton ondulé ou en forte fibre ou récipient d'égale force) sera laissé un espace qui sera rempli de sciure, de son ou de toute autre matière absorbante en quantité suffisante pour absorber tout le liquide en cas de casse.

9. Les poudres et les teintures en poudre doivent être emballées dans un récipient en métal soudé qui doit être enfermé dans une enveloppe extérieure convenable de manière à protéger le mieux possible les autres objets du même courrier.

IV. Prohibitions

1. La transmission des articles suivants est interdite par colis postal.

(a) Lettre ou communication ayant le caractère d'une lettre, toutefois, il est permis d'introduire dans un colis une facture ouverte ne comportant que les renseignements qui doivent indiquer une facture ainsi qu'une copie de l'adresse du colis, celle de l'expéditeur y étant ajoutée.

(b) Un envoi portant une adresse différente de celle placée sur l'emballage du colis.

(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.

(f) Obscene or immoral articles.

(g) In uninsured parcels, bank notes, current coins, gold and silver bullion, jewelry, and precious articles.

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.

(c) Tout animal vivant (abeilles exceptées, qui devront être enfermées dans des boîtes de façon à préserver de tout danger les agents du service postal et à permettre la vérification de leur contenu).

(d) Tout article dont l'admission n'est pas autorisée par la Douane ou autres règlements en vigueur dans l'un ou l'autre des pays.

(e) Tout explosif ou objet inflammable et en général tout article dont le transport est dangereux.

(f) Objets obscènes et immoraux.

(g) Dans les colis non assurés, les billets de banque, les pièces de monnaie ayant cours, les matières d'or et d'argent, les bijoux et objets précieux.

2. Quand un colis en contravention avec une de ces prohibitions sera remis par une Administration à l'autre, celle-ci procédera conformément aux dispositions de ses lois et règlements intérieurs.

3. Les deux Administrations postales se remettront une liste des objets prohibés, mais elles ne prendront pas de ce fait une responsabilité quelle qu'elle soit vis-à-vis de la police, des autorités douanières ou des expéditeurs des colis.

V. *Droits de Douane*

Les colis seront sujets dans le pays de destination à tous les droits de douane et à toutes les règles douanières en vigueur pour la protection des revenus des douanes, et les droits de douane auxquels ils seront soumis seront perçus lors de la remise en conformité des règlements douaniers du pays de destination.

VI. *Mode d'Echange des Colis*

1. Les colis seront échangés en sacs dûment fermés et scellés par les bureaux désignés d'un commun accord entre les deux Administrations et seront acheminés sur le pays de destination par le pays d'origine à ses frais et par tels moyens qu'il l'entendra.

Live animals.

Admission not authorized.

Explosives.

Obscene, etc., articles.

Currency, jewelry, etc., uninsured. Post, p. 2307.

Action to be taken.

List of prohibited articles to be furnished.

Customs duties.

Parcels subject to.

Collected on delivery.

Exchange of parcels.

Sealed sacks.

Insured parcels.

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.

2. Les colis assurés seront enfermés dans des sacs distincts de ceux contenant les colis postaux ordinaires, et les étiquettes des sacs contenant des colis assurés seront marqués de signes distinctifs sur lesquels de temps en temps il sera fait accord.

Billing of parcels

VII. *Billing of Parcels*VII. *Letter d'Envoi des Colis*

Separate entries.

1. The parcels contained in each dispatch shall be entered individually in a parcel bill with the following indications: numbers of the parcels, offices of origin, and offices of destination.

1. Les colis contenus dans chaque dépêche doivent être inscrits individuellement sur une feuille de route avec les indications ci-après: numéro des colis, bureau d'origine et bureau de destination.

Insured parcels.

In the case of insured parcels, it is also necessary to indicate the weight and the amount of the insured value in gold francs.

Dans le cas de colis assurés, il y a lieu d'indiquer en outre le poids et le montant de la somme assurée en francs-or.

The ordinary and insured parcels shall be entered in separate parcel bills.

Les colis ordinaires et les colis assurés doivent être inscrits sur des feuilles de route distinctes.

Returned parcels.

2. The entry on the bill of any returned parcel must be followed by the word "Returned". There must also be entered opposite each such parcel the amount of the return postage and insurance fee if not prepaid.

2. L'inscription sur la feuille de route d'un colis retourné sera suivi du mot "Retourné". Il doit aussi être inscrit, en regard de chaque colis, le montant de l'affranchissement et du droit d'assurance pour le retour sinon payés à l'avance.

Numbering by dispatching office.

3. 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.

3. Chaque bureau d'échange expéditeur numérottera les feuilles de route dans le coin gauche, commençant chaque année une série nouvelle pour chaque bureau d'échange destinataire. Le dernier numéro de l'année figurera sur la feuille de route du premier envoi de l'année suivante.

In transit.

4. 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.

4. Le mode exact d'annoncer les colis ou les récipients les contenant, envoyés par une Administration en transit par l'autre, ainsi que les détails de procédure relatifs à l'annonce de ces colis ou collecteurs pour lesquels il n'est pas de stipulation dans cette convention, seront établis après mutuel accord par lettre entre les deux Administrations.

Certificates of mailing.

VIII. *Certificates of Mailing*VIII. *Certificats d'Envoi*

Furnished to sender.

The sender may receive, officially, or upon his request at the time of mailing an ordinary or insured parcel, a certificate of mailing. This certificate is delivered free of charge, or upon

L'expéditeur peut recevoir d'office ou sur sa demande au moment du dépôt d'un colis ordinaire ou assuré un certificat d'envoi. Ce certificat est remis gratuitement ou contre percep-

payment of a reasonable fee fixed by the country of origin.

tion d'une somme raisonnable fixée par le pays d'origine.

IX. Responsibility not Accepted for Ordinary Parcels

IX. Non-Responsabilité pour les Colis Ordinaires

Responsibility.

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.

Ni l'expéditeur ni le destinataire d'un colis ordinaire ne sera en droit d'être dédommagé pour la perte d'un colis, pour spoliation ou avarie de son contenu.

No indemnity for loss of ordinary parcel.

X. Insurance

X. Assurance

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, when mailed in Indochina.

1. L'expéditeur d'un colis peut l'assurer moyennant paiement en sus de l'affranchissement d'un droit d'assurance tel qu'il est fixé par le pays d'origine, et en cas de perte, de spoliation ou d'avarie, une indemnité sera payée pour le montant réel, basée sur la valeur réelle au moment du dépôt, de la perte, de la spoliation ou de l'avarie jusqu'à une somme n'excédant pas 100 dollars or, quand le dépôt a eu lieu aux Etats-Unis d'Amérique, ou la somme équivalente quand il a été fait en Indochine.

Fee required.

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

Aucun colis assuré ne donnera lieu à une indemnité d'un montant supérieur au montant de la valeur réelle de son contenu.

Indemnity limited.

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.

Les deux Administrations se réservent le droit de s'entendre par lettre en vue d'élever ou d'abaisser la limite de l'indemnité mentionnée dans la présente convention.

Other limits by agreement.

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

2. L'assurance de tous les colis contenant des monnaies, de l'or ou de l'argent en lingot, de la bijouterie ou tout autre article précieux échangé entre les deux Administrations est obligatoire.

Coin, jewelry, etc. *Ante*, p. 2305.

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.

Si un colis contenant des monnaies, de l'or ou de l'argent en lingot, de la bijouterie ou tout autre objet précieux est expédié comme colis ordinaire, il sera assuré d'office par le bureau qui le premier s'apercevra qu'il a été expédié non assuré et traité conformément aux règlements du pays concernant les colis assurés.

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

3. L'Administration d'origine est autorisée à fixer ses propres droits pour les différentes valeurs assurées dans les limites du maximum stipulé.

Return receipts and
inquiries.XI. *Return Receipts and
Inquiries.*

Advice of delivery.

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.

Request for informa-
tion.

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.

Complaint of irregu-
larity.

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.

To be indicated on
parcel.

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."

Indemnity.

XII. *Indemnity*

Allowance to sender.

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.

XI. *Accusés de Réception et
Enquêtes.*

1. L'expéditeur d'un colis assuré peut obtenir un avis de réception en payant une taxe additionnelle, s'il y a lieu, selon les stipulations prévues par le pays d'origine du colis.

2. Un droit peut être perçu si le pays d'origine le juge utile sur toute demande de renseignements concernant le sort d'un colis ordinaire et également d'un colis assuré faite postérieurement au dépôt si l'expéditeur n'a pas déjà payé la taxe spéciale pour obtenir un avis de réception.

Un droit peut aussi être perçu à la convenance du pays d'origine sur toute requête concernant une irrégularité qui de toute évidence (à première vue) n'est pas du fait du service postal.

3. Quand un avis de réception sera demandé l'expéditeur ou le bureau d'origine portera sur le colis d'une manière apparente à la plume ou à l'aide d'un timbre les mots "Accusé de réception demandé" ou en gros caractères les lettres "A. R."

XII. *Indemnités*

1. Sauf dans les cas de perte ou d'avarie résultant de "force majeure" (causes indépendantes de la volonté) ce terme étant défini par les décisions légales ou les règles du pays dans le service duquel la perte ou l'avarie est survenue, quand un colis assuré a été perdu, spolié ou avarié, l'expéditeur ou tout autre réclama-nt légitime a droit à une indemnité correspondante au montant réel de la perte, de la spoliation ou de l'avarie, basée sur la valeur réelle au moment et au lieu de dépôt de l'article perdu, spolié ou avarié, à moins que la perte, la spoliation ou l'avarie ne provienne de la faute ou de la négligence de l'expéditeur ou du destinataire ou d'un de leurs représentants ou de la nature de l'objet, pourvu que l'indemnité n'exécède pas la somme pour laquelle le droit d'assurance exigé a été payé dans le pays d'origine.

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 both Administrations 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 obligated 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

En l'absence de convention spéciale contraire conclue entre les pays engagés (laquelle convention peut être établie par lettre) aucune indemnité ne sera payée par l'un ou l'autre pays pour la perte, la spoliation ou l'avarie des colis assurés de transit, c'est-à-dire, de colis assurés originaires d'un des deux pays contractants ou d'un troisième pays et adressés pour être délivré dans un autre pays n'étant pas partie dans la présente convention.

2. Aucune des deux Administrations n'est tenue de payer une indemnité dans le cas de perte ou d'avarie due au cas de "force majeure" quelles que soient les définitions particulières de ce terme à moins que les deux Administrations n'assument une responsabilité réciproque sous les mêmes définitions du terme, quoique chaque pays peut à son choix et sans recours contre l'autre pays, payer une indemnité pour perte ou avaries résultant de force majeure quelle que soit la définition de ce terme.

3. En cas où un colis assuré provenant d'un pays et adressé pour être délivré dans l'autre pays est réexpédié ou retourné du pays où il était adressé primitivement à un troisième pays, le réclamant légitime n'aura droit à indemnité, le cas échéant, pour perte, spoliation ou avarie survenant après la réexpédition du colis, que si le pays dans lequel la perte, le vol ou le dommage est survenu est consentant ou obligé à payer conformément à une convention en vigueur entre les pays directement engagés dans la réexpédition ou le retour.

L'un ou l'autre pays adhérant à la présente convention qui réexpédiera à tort un colis assuré sur un troisième pays sera en conséquence responsable dans la mesure de la responsabilité du pays d'origine envers l'expéditeur dans les limites de l'indemnité fixée par cette convention.

4. Aucune demande d'indemnité ne sera accueillie à moins qu'une réclamation ou une de-

Delivery in country not party hereto.

Loss by force majeure.

Parcels forwarded to a third country. Post, p. 2315.

Responsibility.

Claim to be filed.

written, shall be filed by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

No compensation for indirect loss, etc.

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

Matter not entitled to indemnity.

6. No indemnity will be paid for insured parcels which contain matter of no intrinsic value nor for perishable matter or matter prohibited transmission in the parcel-post mails exchanged between the contracting Administrations, or which did not conform to the stipulations of this 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.

Postage reimbursed on loss of parcels.

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.

Insurance fees excluded.

The insurance fees are not in any case returned.

No responsibility admitted if official documents destroyed.

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

Reservation in case of false statements, etc.

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 re-

mande de renseignements orale ou écrite ne soit faite par le demandeur ou son représentant dans les limites d'une année commençant le lendemain du jour de dépôt du colis assuré.

5. Aucune compensation ne sera accordée pour la perte, préjudice ou dommage provenant indirectement de la perte, non-remise, avarie, erreur de distribution ou retard d'un colis avec valeur déclarée transmis conformément à cette Convention.

6. Aucune indemnité ne sera payée pour des colis valeur déclarée qui contiennent des marchandises sans valeur intrinsèque ou des matières périssables ou des matières dont la transmission est prohibée dans les dépêches de colis postaux échangées entre les Administrations contractantes ou qui ne seraient pas conformes aux stipulations de cette convention ou qui n'auraient pas été expédiés de la manière prescrite mais le pays responsable de la perte, spoliation ou avarie peut payer une indemnité pour de tels colis sans recours contre l'autre Administration.

7. L'une ou l'autre des Administrations peut à son choix rembourser au réclamant légitime dans le cas de perte complète, avarie irréparable ou spoliation de la totalité du contenu le montant des frais de port ou frais accessoires supportés par un colis valeur déclarée si la demande lui en est faite.

Les droits d'assurance ne sont remboursés en aucun cas.

8. Aucune responsabilité ne sera admise pour les colis valeur déclarée dont il ne pourra être rendu compte par suite de la destruction des documents officiels due à un cas de force majeure.

9. Dans le cas où l'envoyeur, le destinataire ou le propriétaire d'un colis valeur déclarée ou son représentant déclarera sciemment à quelque moment que ce soit que le contenu est supérieur à sa valeur réelle ou toutes les fois que quelque déposition fausse, fictive ou frauduleuse sera sciemment, et volontairement présentée, l'Administration responsable pour l'in-

fund 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 section, exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

12. Except in cases where payment is exceptionally deferred as provided in the foregoing section, the country of origin is authorized to pay indemnity on behalf of the country of destination if that country has, after being duly informed of the application for indemnity, let nine months pass without settling the matter.

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

dennité se réserve le droit, sans remboursement quelconque de taxe ou d'affranchissement, de ne pas accepter le paiement de l'indemnité ou de payer telle indemnité qu'elle juge équitable à la lumière de la déposition produite.

L'application de cette règle ne fait pas obstacle aux poursuites légales dont peut être passible le réclamant pour sa déclaration frauduleuse.

10. Quand un article assuré a été perdu, spolié ou avarié l'Administration d'origine doit payer l'indemnité au réclamant légitime aussitôt que possible et au plus tard dans une période d'un an à partir du lendemain du jour où la demande est faite lequel paiement doit être fait pour le compte de l'Administration de destination si cette dernière est responsable de la perte, spoliation ou avarie et a été dûment avisée.

11. Toutefois, dans le cas indiqué au paragraphe précédent l'Administration d'origine peut différer exceptionnellement le paiement de l'indemnité pendant une période plus longue que celle stipulée si, à l'expiration de cette période, elle n'a pu déterminer le sort réservé à l'article en question ou la responsabilité encourue.

12. Sauf le cas où le paiement est différé exceptionnellement comme il est stipulé dans le paragraphe précédent, le pays d'origine est autorisé à payer l'indemnité pour le compte du pays de destination si ce pays a, après avoir été dûment informé de la demande d'indemnité, laissé s'écouler 9 mois sans donner de solution à l'affaire.

13. L'obligation de payer l'indemnité incombe au pays auquel appartient le bureau expéditeur. Ce pays peut réclamer contre le pays responsable, c'est à dire contre l'Administration sur le territoire ou dans le service duquel a eu lieu la perte, la spoliation ou l'avarie.

14. Le pays responsable de la perte, spoliation ou avarie et pour le compte duquel le pay-

Country of origin to pay indemnity within year.

Deferred payment.

Payment by country of origin if country of destination delays nine months.

Country responsible.

Repayment obligatory.

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.

On gold basis.

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

Methods employed.

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.

Responsibility of receiving country unable to show disposition.

17. Until the country responsible has been determined, 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.

Dispatching office responsible if loss discovered by receiving office.

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.

Sender responsible for properly packing, etc.

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.

Transit parcels.

XIII. *Transit Parcels.*

Right of transit guaranteed.

1. Each Administration guarantees the right of transit over its territory, to or from any country with which it has parcel-

ment est effectué est tenu de rembourser le montant de l'indemnité payée au pays ayant effectué le paiement pour son compte sans retard et dans un délai maximum de neuf mois après notification du payment.

15. Les remboursements d'indemnité entre les deux pays seront faits sur la base de l'or.

16. Les remboursements doivent être faits sans frais pour le pays créancier soit au moyen d'un mandat-poste ou d'une traite dans le monnaie ayant cours dans le pays créancier soit par tels autres moyens dont il sera mutuellement convenu par correspondance.

17. Jusqu'à ce que le pays responsable soit déterminé, la responsabilité pour un colis assuré incombe au pays qui, ayant reçu le colis sans formuler d'observation et étant mis en possession de tous les renseignements nécessaires à l'enquête ne peut établir la manière dont il a disposé du colis.

18. La responsabilité de la perte, spoliation ou avarie d'un colis assuré découverte par le bureau d'échange de destination au moment de l'ouverture du récipient le contenant, et dûment notifiée au bureau d'échange expéditeur par bulletin de vérification, incombe à l'Administration dont dépend le bureau expéditeur à moins qu'il ne soit prouvé que la perte, spoliation ou avarie soit survenue dans le service de l'Administration de destination.

19. La responsabilité pour des colis assurés convenablement enveloppés, emballés et scellés incombe à l'envoyeur et le service postal de l'un ni de l'autre pays n'assumera de responsabilité pour perte, la spoliation ou l'avarie provenant de défauts qui n'ont pu être observés au moment du dépôt.

XIII. *Colis en Transit.*

1. Chaque Administration garantit sur son territoire le droit de transit des colis originaires ou à destination du territoire de

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.

l'autre Administration contractante et destinés ou en provenance de pays avec lesquels elle entretient des échanges de colis postaux.

2. Chaque Administration fera connaître à l'autre les pays auxquels des colis peuvent être adressés par son intermédiaire.

3. Pour qu'il puisse être donné suite à leur acheminement les colis expédiés par l'une des Administrations contractantes à travers les services de l'autre Administration doivent remplir les conditions prescrites de temps en temps par l'Administration intermédiaire.

XIV. *Contrôle des Bureaux d'Exchange.*

1. A la réception d'une dépêche de colis postaux, le bureau d'échange destinataire doit la vérifier. Les colis assurés doivent être comparés avec soin avec les documents qui les accompagnent. Toute différence ou irrégularité constatée doit être immédiatement signalée au bureau d'échange expéditeur au moyen d'un bulletin de vérification.

Si rien n'est signalé rapidement, il sera supposé que l'envoi et les documents qui l'accompagnaient ont été reçus régulièrement sous tous les rapports.

2. Dans le cas où une différence ou irrégularité est constatée dans un envoi, le fait est constaté par un procès-verbal qui est conservé pour permettre l'instruction de l'information, concernant ce fait, ouverte à la suite d'une enquête ou d'une demande d'indemnité qui pourrait être faite.

3. Si une feuille de route manque, un duplicata doit être établi et une copie adressée au bureau d'échange expéditeur de quel la dépêche a été reçue.

4. Les colis valeur déclarée portant des traces évidentes de violation ou d'avarie doivent être revêtus d'une mention signalant le fait et du timbre du bureau qui fait la constatation ou bien un document attirant l'attention sur la violation ou l'avarie doit être transmis avec les colis.

Notice.

Conditions to be complied with.

Check by Office of Exchange.

Duty of receiving office.

Record of discrepancies.

Duplicate parcel bill.

Notice of damage, etc.

Fees.

XV. *Fees for Delivery and for Customs Formalities. (Demurrage Charges)*

Customs formalities.

1. The Administration of the country of destination may collect from the addressee, for delivery and for the fulfilment of customs formalities, a charge not exceeding 10 cents (50 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.

Demurrage, etc., charges.

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.

Redirection.

XVI. *Redirection.*

Extra charges, as prescribed.

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.

Collection of new fees.

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.

Restrictions on forwarding to any other country.

3. Insured parcels shall not be forwarded or returned to another country unless they are forwarded or returned as insured mail.

XV. *Taxes Afférentes à la Distribution et aux Formalités en Douane.*

1. L'Administration du pays de destination peut percevoir sur le destinataire, pour la distribution et l'accomplissement des formalités en douane, un droit qui ne peut excéder 10 cents (50 centimes-or) pour chaque colis et un droit additionnel de distribution du même montant chaque fois qu'un colis est présenté au domicile du destinataire après une présentation infructueuse.

2. Chaque Administration peut imposer des droits raisonnables de magasinage dans le cas où le destinataire néglige de prendre livraison d'un colis dans un intervalle de temps raisonnable comme il est prescrit par l'Administration du pays de destination.

Ces droits doivent être annulés dans le cas de retour du colis au pays d'origine.

XVI. *Réexpédition.*

1. Tout colis réexpédié dans le pays de destination ou délivré à un autre destinataire au bureau primitif de destination est passible des droits supplémentaires qui peuvent être prescrits par l'Administration de ce pays.

2. Quand un colis est réexpédié sur l'un ou l'autre pays, une nouvelle taxe de transport ainsi que de nouveaux droits d'assurance s'il s'agit de colis assurés (ces derniers, quand ils sont réexpédiés doivent être envoyés dans des dépêches conditionnées de la même manière que celles reçues) peuvent, s'ils ne sont pas payés à l'avance, être perçus au moment de la livraison et retenus par l'Administration qui fait la perception.

L'Administration qui assure la remise du colis doit fixer le montant de ces droits et taxe quand ils n'ont pas été acquittés à l'avance.

3. Les colis postaux assurés ne doivent pas être expédiés ou renvoyés dans un autre pays à moins qu'ils ne le soient dans un envoi assuré.

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 subject 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 Administration at Washington when they relate to parcels addressed for delivery in the United

Les expéditeurs doivent inscrire sur les colis assurés la mention "A ne pas réexpédier sur un troisième pays" dans le cas où ces colis ne doivent pas être réacheminés sur un autre pays.

Sauf le cas où ces colis portent l'indication que l'expéditeur ne désire pas qu'ils soient réexpédiés sur un pays autre que celui d'origine ou à l'intérieur du pays de première destination, ils peuvent être acheminés sur un troisième pays s'ils sont expédiés dans des dépêches assurées.

Les colis assurés peuvent être renvoyés à l'expéditeur dans un troisième pays conformément à l'adresse de retour indiquée sur les colis, s'ils peuvent être renvoyés dans des dépêches assurées.

Dans le cas de perte, spoliation ou avarie d'un colis assuré réexpédié ou retourné sur un troisième pays le paiement de l'indemnité aura lieu seulement conformément aux stipulations de l'Article XII, Section 3 de cette Convention.

XVII. Non-Perception de Taxes Postales Autres que Celles Prescrites.

1. Les colis auxquels s'applique cette Convention ne seront pas soumis à des taxes postales autres que celles prévues dans les différents articles ci-dessus.

2. Chaque Administration conservera pour son propre usage la totalité des affranchissements, taxes et autres frais qu'elle perçoit en vertu des dispositions de cette Convention.

XVIII. Retrait et Changement d'Adresse.

Aussi longtemps qu'un colis n'a pas été distribué au destinataire, l'expéditeur peut en demander le retrait ou faire modifier l'adresse.

Les demandes de renvoi ou de changement d'adresse auxquelles s'appliquent les règles imposées par les règlements intérieurs des Administrations contractantes doivent être adressées à l'Administration centrale à Washington quand elles concernent des colis adressés aux Etats-Unis d'Amé-

Indemnity for loss, etc.

Art. p. 2308.

Other charges.

Not allowed.

Retention of fees, etc.

Recall and change of address.

Request by sender.

States of America and to the office of destination when they relate to parcels addressed for delivery in Indochina.

rique et au bureau de destination quand elles concernent des colis à destination de l'Indochine.

Nondelivery.

XIX. *Nondelivery*

Return to sender.

1. In the absence of a request by the sender to the contrary, a parcel which can not 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.

New postage, etc., required.

Requests from sender allowed.

2. The sender of a parcel may request, at the time of mailing, that, if the parcel can not be delivered as addressed, it shall be either (a) treated as abandoned, or (b) tendered for delivery at a second address in the country of destination.

No other alternative is admissible.

If the sender avails himself of this facility, his request must appear on the parcel and on the dispatch note attached to or stuck on the parcel and must be in conformity with or analogous to one of the following forms:

Forms.

"If not deliverable as addressed-----'Abandon'."

"If not deliverable as addressed-----
'Deliver to-----'."

Time for returning undelivered parcels.

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.

Disposal of articles liable to deterioration.

4. Articles liable to deterioration or corruption, and these only, may, however, be sold immediately even on the outward or return journey, without previous

XIX. *Non-Remise*

1. En l'absence d'une demande contraire de l'expéditeur un colis qui ne peut pas être distribué doit être retourné à l'expéditeur sans notification préalable. Une taxe nouvelle de transport de même que de nouveaux droits d'assurance dans le cas de colis assurés (qui doivent être retournés dans une dépêche assurée comme celle reçue) peuvent être perçus sur l'expéditeur et conservés par l'Administration faisant la perception.

2. L'expéditeur d'un colis peut demander au moment du dépôt que, si le colis ne peut être distribué au destinataire, il soit traité comme abandonné ou présenté pour être distribué à une seconde adresse dans le pays de destination.

Aucune autre disposition n'est admise.

Si l'expéditeur utilise cette faculté, sa demande doit apparaître sur le colis et sur le bulletin d'expédition ou déclaration en douane attachée ou collée sur le colis et doit être conforme ou analogue à l'une des formules suivantes:

"Si la distribution au destinataire est impossible-----
'Abandon'."

"Si la distribution au destinataire est impossible-----
'Remettre à-----'."

3. Sauf le cas où il en est disposé autrement, les colis non distribuables doivent être renvoyés à l'expéditeur à l'expiration d'un délai de 30 jours à partir de la date de réception au bureau de poste de destination tandis que les colis refusés sont renvoyés immédiatement. Les colis devant dans chaque cas porter une mention indiquant le motif de la non-remise.

4. Les articles sujets à détérioration ou corruption et ceux-là seulement peuvent toutefois être vendus immédiatement même pendant le trajet à l'extérieur ou

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 Indochina 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 the customs or other charges by the reforwarding Administration.

Missent insured parcels shall not be forwarded to their destination unless they can be forwarded as insured mail.

If they can not be forwarded as insured mail, they shall be returned to the country of origin.

le voyage de retour sans avis préalable ou formalité judiciaire, au profit de l'ayant-droit.

Si pour une raison quelconque que la vente est impossible, les articles gâtés ou sans valeur doivent être détruits. La vente ou la destruction doit faire l'objet d'un procès-verbal et il en est rendu compte à l'Administration d'origine.

5. Les colis qui ne peuvent être distribués et sur lesquels l'expéditeur a porté la mention "Abandon" peuvent être vendus aux enchères à l'expiration de trente jours mais dans le cas où il est disposé ainsi de colis assurés un procès-verbal approprié sera établi et l'Administration d'origine sera informée du sort réservé aux colis.

L'Administration d'origine doit également être informée quand un colis assuré qui n'est pas distribué n'est pas renvoyé pour quelque raison que ce soit au pays d'origine.

XX. Annulation des Droits de Douane

Pourvu que les formalités prescrites à ce sujet par les autorités de douane soient remplies, les droits de douane proprement dits grevant les colis détruits, renvoyés au pays d'origine ou réexpédiés sur un autre pays doivent être annulés en Indochine et aux Etats-Unis d'Amérique.

XXI. Retransmission

Les colis ordinaires parvenus en fausse direction doivent être réexpédiés sur leur destination par la route la plus directe à la disposition de l'Administration réexpéditrice mais ils ne doivent pas être grevés de droits de douane ou autres par cette Administration.

Les colis assurés reçus par erreur ne doivent être réexpédiés sur leur destination que s'ils peuvent l'être dans une dépêche assurée.

S'ils ne peuvent pas être réexpédiés dans une dépêche assurée ils doivent être renvoyés au pays d'origine.

Sale of articles marked "Abandon."

Notice of nondelivery.

Customs charges.

Cancellation of, if parcels destroyed.

Retransmission.

Ordinary parcels.

Insured mail.

Return of insured mail.

Receptacles.

XXII. *Receptacles*Bags to be provided,
etc.

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.

Charges.

XXIII. *Charges*Parcels destined for
other countries.

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.

Returned, etc., in
transit.

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.

Accounting.

XXIV. *Accounting*Quarterly statements
to be made.

1. Each Administration shall prepare quarterly an account showing the sums due for parcels sent by the other Administration for onward transmission.

Examination.

2. These accounts shall be submitted to the examination of the corresponding Administration in the course of the quarter which follows the one to which they relate.

Prompt verification,
etc.

3. 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 six months.

Payment of balances.

4. 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

XXII. *Récipients*

Chaque Administration doit fournir les sacs nécessaires pour l'envoi de ses colis. Les sacs doivent être retournés vides au pays d'origine par le plus prochain courrier. Les sacs vides doivent être réunis en paquets de dix (neuf sacs insérés dans un) et le nombre total de ces sacs doit être indiqué sur la feuille de route.

XXIII. *Bonifications*

1. Le montant des frais à allouer pour des colis envoyés par une Administration à l'autre pour retransmission sur une possession de l'un ou de l'autre pays ou sur un troisième pays doit être fixée par l'Administration intermédiaire.

2. Dans le cas où colis renvoyé ou réexpédié sur l'une des deux Administrations transite à travers l'autre l'Administration intermédiaire peut réclamer également la somme qui lui est due pour fourniture d'une service terrestre ou maritime additionnel en même temps que les frais dus à quelque autre Administration ou quelques autres Administrations intéressées.

XXIV. *Règlement de Compte*

1. Chaque Administration doit préparer trimestriellement un compte indiquant les sommes dues pour les colis envoyés par l'autre Administration en vue de leur retransmission.

2. Ces comptes doivent être soumis à l'examen de l'Administration correspondante dans le courant du trimestre qui suit celui auquel ils se rapportent.

3. L'établissement, la transmission, la vérification, et l'acceptation des comptes doivent être effectués aussitôt que possible et le paiement du solde doit être fait au plus tard avant l'expiration du semestre suivant.

4. Le paiement du solde de la balance des comptes entre les deux Administrations doit être effectué au moyen de traites sur New York ou de toute autre

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.

manière dont il sera convenu mutuellement par correspondance entre les deux Administrations les frais du règlement étant à la charge de l'Administration, débitrice.

XXV. *Matters not Provided for in the Convention*

XXV. *Cas Non Prévus dans la Convention*

Matters not provided for.

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 Indochina, according to the country involved, shall govern.

1. Toutes les questions concernant l'échange, demandes de retrait ou de renvoi de colis assurés, l'obtention et le traitement des accusés de réception et le règlement des demandes d'indemnité se rapportant à ces colis non comprise dans cette Convention sont régies par les dispositions de la Convention de l'Union Postale Universelle et de son Règlement d'Exécution et tant qu'elles sont applicables et non incompatibles avec les dispositions de cette Convention et si aucun autre Arrangement n'a été fait, la législation, les règles et règlements intérieurs des Etats-Unis d'Amérique et de l'Indochine suivant le pays intéressé seront applicables.

Universal Postal Union Convention to govern.

Internal legislation, etc., to govern.

2. The Postmaster General of the United States of America and the Director of Posts, Telegraphs and Telephones of Indochina 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.

2. Le Postmaster General des Etats-Unis d'Amérique et le Directeur des Postes, des Télégraphes et des Téléphones de l'Indochine auront autorité pour effectuer de concert de temps en temps par correspondance tels changements, modifications et réglementations ultérieures d'ordre et de détail qui deviendraient nécessaires pour faciliter l'exécution des services énumérés dans cette Convention de même que pour prévoir des arrangements pour la recommandation des colis postaux et pour l'échange des colis soumis à des droits à percevoir à destination, dans le cas où les deux pays désireraient à quelque moment que ce soit de tels services.

Changes, etc., by mutual correspondence.

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.

3. Les Administrations se communiqueront l'une à l'autre de temps en temps les dispositions de leurs lois ou règlements applicables au transport des colis postaux.

Mutual communication of parcel post laws, etc.

Duration of Convention.
Prior Convention abrogated.

Vol. 42, p. 2114, superseded.

Effective date.

Duration.

Temporary suspension of insurance service.

Signatures.

Approval by the President.

XXVI. *Duration of Convention*

1. This Convention substitutes and abrogates that signed at Washington on February 24, 1922, and at Hanoi on November 8, 1922, and 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 duplicate and signed at Hanoi the fifth day of April 1929, and at Washington the third day of July, 1929.

[SEAL]

WALTER F. BROWN,
*The Postmaster General of the
United States of America*

[SEAL]

By the President
HENRY L. STIMSON,
Secretary of State.
WASHINGTON, July 12, 1929.

XXVI. *Durée de la Convention*

1. La présente Convention se substitue et abroge celle signée à Washington le 24 Février 1922 et à Hanoi le 8 Novembre 1922. Elle entrera en vigueur et ses dispositions seront applicables à une date qui sera fixée mutuellement entre les Administrations des deux pays.

2. Elle restera en vigueur jusqu'à ce que l'une des deux Administrations contractantes ait informé l'autre, six mois à l'avance, de son intention d'y mettre fin.

L'une des deux Administrations peut suspendre temporairement le service des colis postaux assurés en totalité ou en partie si elle a des raisons spéciales pour agir ainsi ou le restreindre à certains Offices, mais à la condition qu'une information préalable et opportune de cette mesure ait été donnée à l'autre Administration au besoin par les moyens les plus rapides.

3. Fait en double et signé à Hanoi le 5 Avril 1929 et à Washington le 3 Juillet 1929.

[SEAL]

WALTER,
*le Directeur des Postes,
des Télégraphes et des
Téléphones de l'Indochine*

HERBERT HOOVER

The foregoing Parcel Post Convention between the United States of America and Indochina has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

Parcel post agreement between the United States of America and the Leeward Islands. Signed at Antigua, May 27, 1929, at Washington, July 11, 1929; approved by the President, July 18, 1929. May 27, 1929.
July 11, 1929.

AGREEMENT BETWEEN THE POST OFFICE DEPARTMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE LEEWARD ISLANDS FOR THE DIRECT EXCHANGE OF PARCELS BY PARCEL POST.

For the purpose of concluding arrangements for the exchange of parcels by parcel post between the United States of America (including Alaska, Hawaii, Porto Rico, Guam Samoa, and the Virgin Islands of the United States) and the Leeward Islands, the undersigned, Walter F. Brown, Postmaster General of the United States of America, and the Honourable Sir Eustace Edward Twisleton-Wykeham-Fiennes, Baronet, Governor and Commander-in-Chief of the Leeward Islands, by virtue of authority vested in them, have agreed upon the following articles:

Parcel post agreement with Leeward Islands. Preamble.

I. *Limits of Weight and Size.*

Limits of weight and size.

1. No parcel shall exceed twenty-two pounds in weight, three feet six inches (one hundred and five centimeters) 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 despatching office shall be accepted, save in cases of obvious error.

II. *Postage and Fees.*

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.

Collection from sender.

Prepayment.

III. *Preparation of Parcels.*

Preparation of parcels.

Addressing requirements.

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 it is recommended that such address slips be enclosed in all parcels. Parcels will not be accepted when sent by or addressed to initials, unless the initials are the adopted trade name of the senders or addressees.
- Addresses in ordinary pencil are not allowed, but copying ink or indelible pencil on a surface previously dampened may be used.

- Customs declaration.** 2. The sender shall prepare one customs declaration for each parcel sent from either country, upon a 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, number of rates prepaid, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.
- No official responsibility for correctness.** 3. The Administrations accept no responsibility for the correctness of the customs declarations.
- Packing, etc., requirements.** 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.** 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.
- Mark by sender.** 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.
- Insured value to be stated.** 5. Each insured parcel must bear on the outside a statement of the amount of the insured value expressed in the currency of the country of origin.
- Stamped label.** 6. 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, must also be marked or labelled or stamped "Insured".
- Placing of stamps.** 7. The labels or stamps on insured parcels must be so placed that they can not serve to conceal injuries to the covers. They must not be folded over two sides of the cover so as to hide the edge.
- Containers for liquids, etc.** 8. 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 or of strong wood) shall be left a space which shall be filled with sawdust, bran or some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.
- Powders.** 9. 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.

Prohibitions.*IV. Prohibitions.*

- Articles specified.** 1. The following articles are prohibited transmission by parcel post:
- Letters, etc.** (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.
- With different address.** (b) An enclosure which bears an address different from that placed on the cover of the parcel.
- Live animals.** (c) Any live animal.
- Admission not authorized.** (d) Any article of which the admission is not authorised 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. Explosives.

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. Erroneous transmissions.

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. List of prohibited articles to be furnished.

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. Customs duties. To be collected on delivery.

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 despatched to the country of destination by the country of origin at its cost and by such means as it provides. Exchange of parcels. Sealed sacks.

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 distinct symbols as may from time to time be agreed upon. Insured parcels.

VII. *Billing of Parcels.*

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

2. Ordinary and insured parcels shall each be entered on separate parcel bills and the insured parcels 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. Separate bills for each class.

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

4. Each despatching 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 despatch of the following year. Numbering by despatching office.

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 above, shall be settled by mutual agreement through correspondence between the two Administrations. Articles in transit.

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. Certificates of mailing. Furnished to sender on request.

Responsibility.

IX. *Responsibility not Accepted for Ordinary Parcels.*

No compensation for loss, etc., of 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.

Insurance.

X. *Insurance.*

Fee.

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 £20 when mailed in the Leeward Islands.

Indemnity limited.

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

Other limits by agreement.

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 Agreement.

Coin, jewelry, etc.

2. Every parcel containing coin, bullion, jewellery or any other precious article must be insured. If a parcel containing coin, bullion, jewellery or any other precious article is posted uninsured, the Administration which delivers it shall treat it in accordance with its own regulations. Every parcel containing jewellery or any other precious article exceeding £100 (\$500), in value must be packed in a box measuring not less than 2 feet 6 inches in length and girth combined.

Fees for indemnity.

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

Return receipts and inquiries.

XI. *Return Receipts and Inquiries.*

Advice of delivery.

1. The send 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.

Request for information.

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.

Complaints of irregularity.

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.

Marking of requests.

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"

Indemnity.

XII. *Indemnity.*

Allowance to sender.

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 repre-

sentative 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.

Limitation.

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

Agreement of, for delivery in country not a party hereto.

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.

Loss by force majeure.

3. In case an insured parcel originating in the United States or the Leeward Islands addressed to the other country, is forwarded or returned from the United States or the Leeward Islands 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 redespatch of the parcel in the country of original address, as the country in which the loss, rifling or damage occurred is willing or obligated to pay under any agreement in force between the countries directly involved in the forwarding or return. Either country adhering to this Agreement which improperly forwards an insured parcel to a third country, shall be responsible therefor to the extent of the liability of the country of origin to the sender within the limit of indemnity fixed by this Agreement.

Parcels forwarded to a third country.

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.

Claim for, to be filed.

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

No compensation for indirect loss, etc.

6. No indemnity will be paid for insured parcels which contain matter of no intrinsic value nor for perishable matter or matter prohibited transmission in the parcel-post mails exchanged between the contracting Administrations, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed, but the country responsible for the loss, rifling or damage, may pay indemnity in respect of such parcels without recourse to the other Administration.

Matter not entitled to indemnity.

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 fees are not in any case returned.

Reimbursement of postage, etc., on loss of parcels.

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.

No responsibility admitted if original documents destroyed.

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

Reservation in case of false statements, etc.

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.

Administration of origin to pay indemnity within a year.

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.

Deferring payments.

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.

Payment by country of origin if country of destination delays nine months.

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

Country responsible.

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.

Repayment to country paying.

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.

Reimbursement on gold basis.

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

Means to be used.

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.

Responsibility of receiving country unable to show disposition.

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.

Despatching office responsible if loss discovered by receiving office.

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 despatching office of exchange by bulletin of verification, shall fall upon the Administration to which the despatching office of exchange is subordinate unless it is proved that the loss, rifling or damage occurred in the service of the receiving Administration.

Loss, etc., in unknown territory.

If the loss, rifling or damage occurred in the course of conveyance and it should not be possible to ascertain on the territory or in the service of which Country the loss, rifling or damage took place, the indemnity shall be shared equally.

Sender responsible for properly packing, etc.

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.

Transit parcels.
Right of transit guaranteed.

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

Notice.

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.

Conditions to be complied with.

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 Bill. Any discrepancies or irregularities noted shall be immediately reported to the despatching 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.

Check by office of exchange.

Duty of receiving office.

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.

Record of discrepancies.

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

Duplicate parcel bill.

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 parcel

Notice of damage, etc.

XV. *Fees for Delivery and for Customs Formalities.—Demurrage Charges.*

Fees.

1. The Administration of the country of destination may collect from the addressee, for delivery and for the fulfillment of customs formalities, a charge not exceeding 10 cents 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.

For customs delivery.

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.

Demurrage, etc., charges.

XVI. *Re-direction.*

Re-direction.

1. Any parcel re-directed 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.

Charges, as prescribed.

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 despatched in the same kind of mails as received, that is, insured) may, if not prepaid, be collected upon delivery and retained by the Administration making the collection. The Adminis-

Collection of new fees.

tration making delivery shall fix the amount of such fees and postage when not prepaid.

Restrictions, etc. on forwarding to any other country.

3. Insured parcels shall not be forwarded or returned to another country unless they may be forwarded or returned as insured mail. Senders may indorse insured parcels "Do not forward to a third country", in which event the parcel 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 can be 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 Agreement.

Ante, p. 2325.

XVII. *Postal Charges Other Than Those Prescribed, not to be Collected.*

Other charges not allowed.

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

Nondelivery.

XVIII. *Non-delivery.*

Return to sender.

1. In the absence of a request by the sender to the contrary a parcel which can not 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.

New postage, etc. required.

Requests from sender allowed.

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 Customs Declaration attached to or stuck on the parcel and must be in conformity with or analogous to one of the following forms:

Forms.

"If not deliverable as addressed.....'Abandon'"
"If not deliverable as addressed 'Deliver to'"

Time for returning undelivered parcels.

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.

Disposal of articles liable to deterioration.

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 spoil or worthless articles shall be destroyed. The sale or destruction shall be recorded and report made to the Administration of origin.

Sale of articles marked "Abandon."

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.

XIX. Customs Charges to be Cancelled.

Customs charges.

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 re-directed to another country shall be cancelled both in the Leeward Islands and in the United States of America.

Cancellation of, if parcel destroyed.

XX. Re-transmission

Retransmission.

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

Provision for ordinary parcels.

Insured parcels.

XXI. Receptacles.

Receptacles.

Each Administration shall provide the bags necessary for the despatch 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.

Bags to be provided, etc.

XXII. Charges.

Charges.

1. For every parcel mailed in one country and addressed for delivery in the other, whether ordinary or insured, a payment of one franc gold shall be made by the despatching Administration to the receiving Administration.

Rates between Administrations.

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

Amounts for forwarding.

3. On every parcel returned, or redirected unpaid, by one of the two Administrations to the other, the returning or re-transmitting Administration shall be entitled to claim a payment of one franc gold together with any sum due in respect of the sea service. In the case of a parcel returned, or redirected unpaid, in transit through one of the two Administrations to the other the intermediary Office may claim also the sum due to it for any additional sea service provided, together with any amounts due to any other Administration or Administrations concerned.

Parcels returned or redirected in transit.

4. Except as provided in this Article each Administration shall keep the whole of the sums which it collects by virtue of the various articles of this Agreement.

Between Administrations.

Retention of sums collected.

XXIII. Accounting.

Accounting.

1. Terminal parcels.

At the end of each quarter the creditor Administration shall prepare an account of the amount due to it in respect of the parcels received in excess of those despatched.

Terminal parcels.

2330 PARCEL POST AGREEMENT—LEEWARD ISLANDS.

May 27, 1929.
July 11, 1929.

Transit parcels.

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.

Examination.

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.

Prompt verification.

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.

Payment of balances.

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.

Matters not provided for.

XXIV. *Matters not provided for in the agreement.*

Provisions of Universal Postal Union Convention to govern.

1. All matters concerning the exchange of insured parcels the obtaining and disposition of return receipts therefor, and the adjustment of indemnity claims in connection therewith not covered by this Agreement shall be governed by the provisions of the Universal Postal Union Convention and the Detailed Regulations for its execution, 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, regulations, and rulings of the United States of America and the Leeward Islands, according to the country involved, shall govern.

Changes, etc., by mutual correspondence.

2. The Postmaster General of the United States of America and the Governor of the Leeward Islands shall have authority jointly to make from time to time by correspondence such changes and modifications and further regulations of order and detail as may become necessary to facilitate the operation of the services contemplated by this Agreement as well as to provide arrangements for the exchange of registered parcels and parcels subject to collect-on-deliver charges should both countries at any time desire such service.

Mutual communication of parcel post laws, etc.

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.

XXV. *Duration of agreement.*

Substituted for former agreement. Vol. 27, p. 860.

1. This Agreement substitutes and abrogates that signed at Washington on April 3rd, 1889, and shall take effect and operations thereunder shall begin on a date to be mutually settled between the Administrations of the two countries.

Duration.

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.

Temporary suspension of insurance service.

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 duplicate and signed at Antigua the 27th day of May 1929, and at Washington, the 11th day of July 1929. Signatures.

[SEAL]

EUSTACE FIENNES, *Bart.*,
Governor Leeward Islands.

[SEAL]

WALTER F BROWN
Postmaster General of the United States of America

The foregoing Parcel Post Convention between the United States of America and the Government of the Leeward Islands has been negotiated and concluded with my advice and consent, and is hereby approved and ratified. Approval by the
President.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

[SEAL]

HERBERT HOOVER.

By the President:

H L STIMSON,
Secretary of State.

WASHINGTON, *July 18, 1929.*

January 21, 1929.

Arbitration treaty between the United States and Bulgaria. Signed at Washington, January 21, 1929; ratification advised by the Senate, January 31, 1929; ratified by the President, February 14, 1929; ratified by Bulgaria, July 2, 1929; ratifications exchanged at Washington, July 22, 1929; proclaimed, July 22, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Arbitration with
Bulgaria.
Preamble.

WHEREAS a Treaty of Arbitration between the United States of America and Bulgaria was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-first day of January, one thousand nine hundred and twenty-nine, the original of which Treaty is word for word as follows:

Contracting Powers.

The President of the United States of America and His Majesty the King of the Bulgarians

Purpose declared.

Determined to prevent so far as in their power lies any interruption in the peaceful relations now happily existing between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

Plenipotentiaries.

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Bulgarians:

Mr. Simeon Radeff, His Envoy Extraordinary and Minister Plenipotentiary near the Government of the United States;

Who, having communicated to each other their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established

at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

Vol. 36, p. 2221.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Bulgaria in accordance with its constitutional laws.

Special agreement.

ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

Subjects not included.

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Bulgaria in accordance with the Covenant of the League of Nations.

ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Bulgaria in accordance with its constitutional laws.

Ratification.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Exchange of ratifications.

Duration of Treaty.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate and hereunto affixed their seals.

Signatures.

Done at Washington the twenty-first day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B KELLOGG [SEAL]
S. RADEFF [SEAL]

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-second day of July, one thousand nine hundred and twenty-nine;

Ratifications exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-second day of July in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

January 21, 1929.

Treaty of conciliation between the United States and Bulgaria. Signed at Washington, January 21, 1929; ratification advised by the Senate January 31, 1929; ratified by the President, February 14, 1929; ratified by Bulgaria, July 2, 1929; ratifications exchanged at Washington, July 22, 1929; proclaimed, July 22, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Conciliation with Bulgaria.
Preamble.

WHEREAS a Treaty of Conciliation between the United States of America and Bulgaria was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-first day of January, one thousand nine hundred and twenty-nine, the original of which Treaty is word for word as follows:

Contracting Powers.

The President of the United States of America and His Majesty the King of the Bulgarians, being desirous to strengthen the bonds of amity that bind their two countries together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Bulgarians:

Mr. Simeon Radeff, His Envoy Extraordinary and Minister Plenipotentiary near the Government of the United States;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

Disputes submitted for investigation and report to International Commission.

Any disputes arising between the Government of the United States of America and the Government of Bulgaria, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

International Commission.
Composition.

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

Appointment.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

Immediate reference of disputes to the International Commission.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

Facilities to be furnished.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

Time, etc., for report.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

Independent action reserved.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Bulgaria in accordance with its constitutional laws.

Ratification.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Exchange of ratifications, and duration of Treaty.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate, and hereunto affixed their seals.

Signatures.

Done at Washington the twenty-first day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B KELLOGG [SEAL]
S. RADEFF [SEAL]

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-second day of July, one thousand nine hundred and twenty-nine;

Ratifications exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-second day of July in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President :

HENRY L STIMSON
Secretary of State.

March 21, 1929.

Arbitration treaty between the United States and Rumania. Signed at Washington, March 21, 1929; ratification advised by the Senate, May 22, 1929; ratified by the President, June 4, 1929; ratified by Rumania, June 20, 1929; ratifications exchanged at Washington, July 22, 1929; proclaimed, July 22, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Arbitration with
Rumania.
Preamble.

WHEREAS a Treaty of Arbitration between the United States of America and Rumania was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-first day of March, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and French languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and His Majesty the King of Rumania

Le Président des Etats-Unis d'Amérique et S. M. le Roi de Roumanie

Purpose declared.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Résolu à prévenir autant qu'il est en leur pouvoir toute interruption dans les relations pacifiques qui ont toujours existé entre les deux nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Désireux d'affirmer de nouveau leur adhésion à la politique consistant à soumettre à une décision impartiale toutes contestations susceptibles de décisions judiciaires qui viendraient à s'élever entre eux;

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Soucieux, par leur exemple, non seulement de manifester que, dans leurs relations réciproques, ils condamnent la guerre comme instrument de leur politique nationale, mais encore de hâter le moment où la conclusion d'accords internationaux pour le règlement pacifique des conflits entre les Etats aura écarté pour toujours les possibilités de guerre entre les nations du monde;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

Ont décidé de conclure un traité d'arbitrage, et à ces fins ont désigné pour leurs plénipotentiaires respectifs, savoir:

Plenipotentiaries.

The President of the United States of America:

Le Président des Etats-Unis d'Amérique:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

M. Frank B. Kellogg, Secrétaire d'Etat des Etats-Unis d'Amérique; et

His Majesty the King of Rumania:

Mr. Georges Cretziano, His Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States of America; who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Rumania in accordance with its constitutional laws.

ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the tradi-

S. M. le Roi de Roumanie:

M. Georges Cretziano, Envoyé Extraordinaire et Ministre Plénipotentiaire de Sa Majesté aux Etats-Unis d'Amérique; lesquels, après s'être communiqué leurs pleins pouvoirs reconnus en bonne et due forme, sont convenus des dispositions suivantes:

ARTICLE I

Tous différends concernant des affaires internationales dans lesquelles les Hautes Parties Contractantes se trouvent engagées par suite de la prétention d'un droit allégué par l'une à l'encontre de l'autre en vertu d'un traité ou autrement, qui n'auront pu être réglés par la voie diplomatique, ou par l'application du recours à une Commission appropriée de conciliation et qui en raison de leur nature susceptible d'une décision appliquant les principes du droit et de l'équité, peuvent être jugés, seront soumis à la Cour permanente d'arbitrage établie à La Haye par la Convention du 18 Octobre 1907 ou à un autre tribunal compétent, ce qui sera décidé dans chaque cas par accord spécial; cet accord spécial pourvoira à l'organisation dudit tribunal s'il est nécessaire, définira ses pouvoirs, exposera la ou les questions en litige et déterminera la question à résoudre.

L'accord spécial dans chaque cas sera conclu en ce qui concerne les Etats-Unis d'Amérique par le Président des Etats-Unis d'Amérique sur et avec l'avis et le consentement du Sénat des Etats-Unis et en ce qui concerne la Roumanie en conformité des lois constitutionnelles de la Roumanie

ARTICLE II

Les dispositions du présent traité ne pourront pas être invoquées en ce qui concerne les différends dont l'objet:

a) relève de la juridiction nationale de l'une ou de l'autre des Hautes Parties Contractantes;

b) touche aux intérêts de tierces puissances;

c) dépend du maintien ou touche au maintien de l'attitude

Plenipotentiaries.—
Continued.

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration.

Vol. 36, p. 2221.

Special agreement.

Subjects not included.

tional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Rumania in accordance with the Covenant of the League of Nations.

ARTICLE III

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by His Majesty the King of Rumania in accordance with the Constitutional laws of that Kingdom.

Exchange of ratifications, and duration of Treaty.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the twenty-first day of March one thousand nine hundred and twenty-nine.

FRANK B KELLOGG [SEAL]
G CRETZIANO [SEAL]

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-second day of July, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-second day of July in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

By the President:
HENRY L STIMSON
Secretary of State.

traditionelle des Etats-Unis d'Amérique dans les affaires américaines, communément connue sous le nom de doctrine de "Monroe";

d) dépend de l'observation ou touche à l'observation des engagements de la Roumanie en conformité du Pacte de la Société des Nations.

ARTICLE III

Le présent traité sera ratifié par le Président des Etats-Unis d'Amérique sur et avec l'avis et le consentement du Sénat des Etats-Unis d'Amérique, et S. M. le Roi de Roumanie en conformité des lois constitutionnelles du Royaume de Roumanie.

Les ratifications seront échangées à Washington aussitôt que faire se pourra et le traité prendra effet à la date de l'échange des ratifications. Il restera ensuite en vigueur sans limite de durée sauf dénonciation par l'une ou par l'autre des deux parties contractantes, remise par écrit et avec préavis d'un an.

En foi de quoi les plénipotentiaires respectifs ont signé le présent traité dressé en deux exemplaires, en anglais et en français, les deux textes faisant également foi, et y ont apposé leurs cachets.

Fait à Washington, le vingt-un mars, mil neuf cent vingt neuf.

HERBERT HOOVER

Treaty of conciliation between the United States and Rumania. Signed at Washington, March 21, 1929; ratification advised by the Senate, May 22, 1929; ratified by the President, June 4, 1929; ratified by Rumania, June 20, 1929; ratifications exchanged at Washington, July 22, 1929; proclaimed, July 22, 1929.

March 21, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a Treaty of Conciliation between the United States of America and Rumania was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-first day of March, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and French languages, is word for word as follows:

Conciliation with Rumania. Preamble.

The President of the United States of America and His Majesty the King of Rumania

Being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of Rumania:

Mr. Georges Cretziano, His Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States of America;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Rumania, of what-

Le Président des Etats-Unis d'Amérique et Sa Majesté le Roi de Roumanie

Désireux de raffermir les liens d'amitié qui les relient, et aussi de favoriser la cause de la paix générale, ont résolu de conclure un traité à ces fins, et ont en conséquence désigné pour leurs plénipotentiaires:

Le Président des Etats-Unis d'Amérique:

M. Frank B. Kellogg, Secrétaire d'Etat des Etats-Unis d'Amérique; et

Sa Majesté le Roi de Roumanie:

M. Georges Cretziano, Envoy Extraordinaire et Ministre Plénipotentiaire de Sa Majesté aux Etats-Unis d'Amérique;

lesquels, après s'être communiqué leurs pleins pouvoirs reconus en bonne et due forme, sont convenus des dispositions suivantes:

ARTICLE I

Tous différends qui viendraient à s'élever entre le gouvernement des Etats-Unis d'Amérique et le gouvernement roumain de quelque

Contracting Powers.

Plenipotentiaries.

Disputes submitted for investigation and report to International Commission.

ever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

nature qu'ils soient, lorsque les procédés diplomatiques ordinaires auront échoué et que les Hautes Parties Contractantes n'auront pas recouru à la décision d'un tribunal compétent seront soumis pour enquête et rapport à une Commission permanente internationale constituée selon la procédure prescrite par l'article suivant; et les Hautes Parties Contractantes conviennent de ne point se déclarer la guerre ou commencer les hostilités pendant l'enquête et avant la remise du rapport en question.

ARTICLE II

ARTICLE II

International Commission.
Composition.

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

Cette Commission internationale sera composée de cinq membres désignés de la façon suivante:

Un membre sera choisi dans chaque pays par le gouvernement respectif; un membre sera choisi par chaque gouvernement parmi les sujets d'un tiers pays; le cinquième membre sera choisi de commun accord par les deux gouvernements; il est entendu que celui-ci ne sera citoyen d'aucun des deux pays. Les dépenses de cette Commission seront payées par les deux gouvernements en proportion égale.

Appointment.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

La Commission internationale sera constituée dans les six mois suivant l'échange des ratifications du présent traité; et il sera pourvu aux vacances suivant le mode employé pour la nomination primitive.

ARTICLE III

ARTICLE III

Immediate reference of disputes to the International Commission.

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request

Dans le cas où les Hautes Parties Contractantes auraient échoué dans leurs efforts pour trancher un différend par les méthodes diplomatiques, et où elles n'auraient pas recours à la décision d'un tribunal compétent, elles le référeront immédiatement à la Commission internationale pour enquête et rapport. La Commission internationale pourra pourtant spontanément et par accord unanime offrir ses services aux mêmes fins; et dans ce cas

their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by His Majesty the King of Rumania in accordance with the provisions of the Rumanian Constitution.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

elle en avisera les deux gouvernements et demandera leur coopération à l'enquête.

Les Hautes Parties Contractantes conviennent de fournir à la Commission internationale permanente tous les moyens et toutes les facilités nécessaires à son enquête et à son rapport.

Le rapport de la Commission sera complété dans le délai d'un an compté du jour où elle aura déclaré que son enquête a commencé, à moins que les Hautes Parties Contractantes ne réduisent ou prolongent ce délai par accord mutuel. Le rapport sera rédigé en trois exemplaires dont un sera présenté à chaque gouvernement et le troisième retenu par la Commission pour ses dossiers.

Les Hautes Parties Contractantes se réservent le droit d'agir indépendamment dans la question ayant fait la matière du différend, une fois que le rapport de la Commission leur aura été soumis.

ARTICLE IV

Le présent traité sera ratifié par le Président des Etats-Unis d'Amérique par et avec l'avis et le consentement du Sénat américain, et par Sa Majesté le Roi de Roumanie d'accord avec les prescriptions de la constitution roumanie.

Les ratifications seront échangées à Washington aussitôt que possible et le traité entrera en vigueur à la date de l'échange des ratifications. Il restera en vigueur sans limite de durée; toutefois il pourra être dénoncé par l'une ou l'autre des Hautes Parties Contractantes, et dans ce cas il cessera ses effets à l'expiration du délai d'un an à dater de la dénonciation.

En foi de quoi les plénipotentiaires respectifs ont signé le présent traité en deux exemplaires, en anglais et en français, les deux textes faisant également foi, et y ont apposé leurs cachets.

Facilities to be furnished.

Time, etc., for report.

Independent action reserved.

Ratification.

Exchange of ratifications, and duration of Treaty.

Signatures.

CONCILIATION TREATY—RUMANIA. MARCH 21, 1929.

Done at Washington the Fait à Washington, le vingt-un
 twenty-first day of March, one mars mil neuf cent vingt-neuf.
 thousand nine hundred and
 twenty-nine.

FRANK B KELLOGG [SEAL]
 G CRETZIANO [SEAL]

Ratifications
 exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-second day of July, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-second day of July in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

Treaty between the United States and other Powers providing for the renunciation of war as an instrument of national policy. Signed at Paris, August 27, 1928; ratification advised by the Senate, January 15, 1929; ratified by the President, January 17, 1929; instruments of ratification deposited at Washington by the United States of America, Australia, Dominion of Canada, Czechoslovakia, Germany, Great Britain, India, Irish Free State, Italy, New Zealand, and Union of South Africa, March 2, 1929: By Poland, March 25, 1929; by Belgium, March 27, 1929; by France, April 22, 1929; by Japan, July 24, 1929; proclaimed, July 24, 1929.

August 27, 1928.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty between the President of the United States of America, the President of the German Reich, His Majesty the King of the Belgians, the President of the French Republic, His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, His Majesty the King of Italy, His Majesty the Emperor of Japan, the President of the Republic of Poland, and the President of the Czechoslovak Republic, providing for the renunciation of war as an instrument of national policy, was concluded and signed by their respective Plenipotentiaries at Paris on the twenty-seventh day of August, one thousand nine hundred and twenty-eight, the original of which Treaty, being in the English and French languages, is word for word as follows:

International renunciation of war.
Preamble.

LE PRÉSIDENT DU REICH ALLEMAND, LE PRÉSIDENT DES ÉTATS-UNIS D'AMÉRIQUE, SA MAJESTÉ LE ROI DES BELGES, LE PRÉSIDENT DE LA RÉPUBLIQUE FRANÇAISE, SA MAJESTÉ LE ROI DE GRANDE-BRETAGNE, D'IRLANDE ET DES TERRITOIRES BRITANNIQUES AU DELÀ DES MERS, EMPEREUR DES INDES, SA MAJESTÉ LE ROI D'ITALIE, SA MAJESTÉ L'EMPEREUR DU JAPON, LE PRÉSIDENT DE LA RÉPUBLIQUE DE POLOGNE, LE PRÉSIDENT DE LA RÉPUBLIQUE TCHÉCOSLOVAQUE,

THE PRESIDENT OF THE GERMAN REICH, THE PRESIDENT OF THE UNITED STATES OF AMERICA, HIS MAJESTY THE KING OF THE BELGIANS, THE PRESIDENT OF THE FRENCH REPUBLIC, HIS MAJESTY THE KING OF GREAT BRITAIN, IRELAND AND THE BRITISH DOMINIONS BEYOND THE SEAS, EMPEROR OF INDIA, HIS MAJESTY THE KING OF ITALY, HIS MAJESTY THE EMPEROR OF JAPAN, THE PRESIDENT OF THE REPUBLIC OF POLAND, THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC,

Contracting Powers.

Ayant le sentiment profond du devoir solennel qui leur incombe de développer le bien-être de l'humanité;

Persuadés que le moment est venu de procéder à une franche renonciation à la guerre comme instrument de politique nationale afin que les relations pacifiques et amicales existant actuellement entre leurs peuples puissent être perpétuées;

Deeply sensible of their solemn duty to promote the welfare of mankind;

Persuaded that the time has come when a frank renunciation of war as an instrument of national policy should be made to the end that the peaceful and friendly relations now existing between their peoples may be perpetuated;

Duty declared.

Renunciation of war as a national policy.

Adoption of pacific means.

Convaincus que tous changements dans leurs relations mutuelles ne doivent être recherchés que par des procédés pacifiques et être réalisés dans l'ordre et dans la paix, et que toute Puissance signataire qui chercherait désormais à développer ses intérêts nationaux en recourant à la guerre devra être privée du bénéfice du présent Traité;

Invitation to all other nations.

Espérant que, encouragées par leur exemple, toutes les autres nations du monde se joindront à ces efforts humanitaires et, en adhérant au présent Traité dès qu'il entrera en vigueur, mettront leurs peuples à même de profiter de ses bienfaitantes stipulations, unissant ainsi les nations civilisées du monde dans une renonciation commune à la guerre comme instrument de leur politique nationale;

Plenipotentiaries.

Ont décidé de conclure un Traité et à cette fin ont désigné comme leurs Plénipotentiaires respectifs, savoir:

LE PRÉSIDENT DU REICH ALLEMAND:

M. le Docteur Gustav STRESEMANN, Ministre des Affaires Étrangères;

LE PRÉSIDENT DES ÉTATS-UNIS D'AMÉRIQUE:

L'Honorable Frank B. KELLOGG, Secrétaire d'État;

SA MAJESTÉ LE ROI DES BELGES:

M. Paul HYMANS, Ministre des Affaires Étrangères, Ministre d'État;

LE PRÉSIDENT DE LA RÉPUBLIQUE FRANÇAISE:

M. Aristide BRIAND, Ministre des Affaires Étrangères;

SA MAJESTÉ LE ROI DE GRANDE-BRETAGNE, D'IRLANDE ET DES TERRITOIRES BRITANNIQUES AU DELÀ DES MERS, EMPEREUR DES INDES:

Pour la GRANDE-BRETAGNE et l'IRLANDE DU NORD et toutes les Parties de l'Empire Britannique qui ne sont pas individuellement Membres de la Société des Nations:

Le Très Honorable Lord CUSHENDUN, Chancelier du Duché de Lancastre, Secrétaire d'État pour les Affaires Étrangères *par intérim*;

Convinced that all changes in their relations with one another should be sought only by pacific means and be the result of a peaceful and orderly process, and that any signatory Power which shall hereafter seek to promote its national interests by resort to war should be denied the benefits furnished by this Treaty;

Hopeful that, encouraged by their example, all the other nations of the world will join in this humane endeavor and by adhering to the present Treaty as soon as it comes into force bring their peoples within the scope of its beneficent provisions, thus uniting the civilized nations of the world in a common renunciation of war as an instrument of their national policy;

Have decided to conclude a Treaty and for that purpose have appointed as their respective Plenipotentiaries:

THE PRESIDENT OF THE GERMAN REICH:

D^r Gustav STRESEMANN, Minister for Foreign Affairs;

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

The Honorable Frank B. KELLOGG, Secretary of State;

HIS MAJESTY THE KING OF THE BELGIANS:

Mr. Paul HYMANS, Minister for Foreign Affairs, Minister of State;

THE PRESIDENT OF THE FRENCH REPUBLIC:

Mr. Aristide BRIAND, Minister for Foreign Affairs;

HIS MAJESTY THE KING OF GREAT BRITAIN, IRELAND AND THE BRITISH DOMINIONS BEYOND THE SEAS, EMPEROR OF INDIA:

For GREAT BRITAIN and NORTHERN IRELAND and all parts of the British Empire which are not separate Members of the League of Nations:

The Right Honourable Lord CUSHENDUN, Chancellor of the Duchy of Lancaster, Acting Secretary of State for Foreign Affairs;

Plenipotentiaries—
Continued.

Pour le DOMINION DU CANADA:

Le Très Honorable William Lyon MACKENZIE KING, Premier Ministre et Ministre des Affaires Extérieures;

Pour le COMMONWEALTH D'AUS-
TRALIE:

L'Honorable Alexander John McLACHLAN, Membre du Conseil Exécutif Fédéral;

Pour le DOMINION DE NOUVELLE-
ZÉLANDE:

L'Honorable Sir Christopher James PARR, Haut-Commissaire de la Nouvelle-Zélande en Grande-Bretagne;

Pour l'UNION DE L'AFRIQUE DU
SUD:

L'Honorable Jacobus Stephanus SMIT, Haut Commissaire de l'Union de l'Afrique du Sud en Grande-Bretagne;

Pour l'ÉTAT LIBRE D'IRLANDE:

M. William Thomas COSGRAVE, Président du Conseil Exécutif;

Pour l'INDE:

Le Très Honorable Lord CUSHENDUN, Chancelier du Duché de Lancastre, Secrétaire d'État pour les Affaires Étrangères *par interim*;

SA MAJESTÉ LE ROI D'ITALIE:

Le Comte Gaetano MANZONI, Son Ambassadeur Extraordinaire et Plénipotentiaire à Paris;

SA MAJESTÉ L'EMPEREUR DU
JAPON:

Le Comte UCHIDA, Conseiller Privé;

LE PRÉSIDENT DE LA RÉPU-
BLIQUE DE POLOGNE:

M. A. ZALESKI, Ministre des Affaires Étrangères;

LE PRÉSIDENT DE LA RÉPU-
BLIQUE TCHÉCOSLOVAQUE:

M. le Docteur Eduard BENÈS, Ministre des Affaires Étrangères;

qui, après s'être communiqué leurs pleins pouvoirs, reconnus en bonne et due forme, sont tombés d'accord sur les articles suivants:

ARTICLE I

Les Hautes Parties Contractantes déclarent solennellement au nom de leurs peuples respectifs qu'elles condamnent le recours à la guerre pour le règlement des différends internationaux, et y

For the DOMINION OF CANADA:

The Right Honourable William Lyon MACKENZIE KING, Prime Minister and Minister for External Affairs;

For the COMMONWEALTH OF
AUSTRALIA:

The Honourable Alexander John McLACHLAN, Member of the Executive Federal Council;

For the DOMINION OF NEW
ZEALAND:

The Honourable Sir Christopher James PARR, High Commissioner for New Zealand in Great Britain;

For the UNION OF SOUTH
AFRICA:

The Honourable Jacobus Stephanus SMIT, High Commissioner for the Union of South Africa in Great Britain;

For the IRISH FREE STATE:

Mr. William Thomas COSGRAVE, President of the Executive Council;

For INDIA:

The Right Honourable Lord CUSHENDUN, Chancellor of the Duchy of Lancaster, Acting Secretary of State for Foreign Affairs;

HIS MAJESTY THE KING OF
ITALY:

Count Gaetano MANZONI, his Ambassador Extraordinary and Plenipotentiary at Paris.

HIS MAJESTY THE EMPEROR OF
JAPAN:

Count UCHIDA, Privy Councillor;

THE PRESIDENT OF THE RE-
PUBLIC OF POLAND:

Mr. A. ZALESKI, Minister for Foreign Affairs;

THE PRESIDENT OF THE
CZECHOSLOVAK REPUBLIC:

D^r Eduard BENÈS, Minister for Foreign Affairs;

who, having communicated to one another their full powers found in good and due form have agreed upon the following articles:

ARTICLE I

The High Contracting Parties solemnly declare in the names of their respective peoples that they condemn recourse to war for the solution of international contro-

Declaration con-
demning war for solu-
tion of international
controversies.

renoncent en tant qu'instrument de politique nationale dans leurs relations mutuelles.

instrument of national policy in their relations with one another.

ARTICLE II

ARTICLE II

Solution of all disputes by pacific means.

Les Hautes Parties Contractantes reconnaissent que le règlement ou la solution de tous les différends ou conflits, de quelque nature ou de quelque origine qu'ils puissent être, qui pourront surgir entre elles, ne devra jamais être recherché que par des moyens pacifiques.

The High Contracting Parties agree that the settlement or solution of all disputes or conflicts of whatever nature or of whatever origin they may be, which may arise among them, shall never be sought except by pacific means.

ARTICLE III

ARTICLE III

Ratification.

Le présent Traité sera ratifié par les Hautes Parties Contractantes désignées dans le préambule, conformément aux exigences de leurs constitutions respectives, et il prendra effet entre elles dès que tous les instruments de ratification auront été déposés à Washington.

The present Treaty shall be ratified by the High Contracting Parties named in the Preamble in accordance with their respective constitutional requirements, and shall take effect as between them as soon as all their several instruments of ratification shall have been deposited at Washington.

Effective on deposit of ratification by all Contracting Powers.

Adherence by all other Powers.

Le présent Traité, lorsqu'il aura été mis en vigueur ainsi qu'il est prévu au paragraphe précédent, restera ouvert aussi longtemps qu'il sera nécessaire pour l'adhésion de toutes les autres Puissances du monde. Chaque instrument établissant l'adhésion d'une Puissance sera déposé à Washington et le Traité, immédiatement après ce dépôt, entrera en vigueur entre la Puissance donnant ainsi son adhésion et les autres Puissances contractantes.

This Treaty shall, when it has come into effect as prescribed in the preceding paragraph, remain open as long as may be necessary for adherence by all the other Powers of the world. Every instrument evidencing the adherence of a Power shall be deposited at Washington and the Treaty shall immediately upon such deposit become effective as between the Power thus adhering and the other Powers parties hereto.

Notice to adhering Governments.

Il appartiendra au Gouvernement des États-Unis de fournir à chaque Gouvernement désigné dans le préambule et à tout Gouvernement qui adhérera ultérieurement au présent Traité une copie certifiée conforme dudit Traité et de chacun des instruments de ratification ou d'adhésion. Il appartiendra également au Gouvernement des États-Unis de notifier télégraphiquement auxdits Gouvernements chaque instrument de ratification ou d'adhésion immédiatement après dépôt.

It shall be the duty of the Government of the United States to furnish each Government named in the Preamble and every Government subsequently adhering to this Treaty with a certified copy of the Treaty and of every instrument of ratification or adherence. It shall also be the duty of the Government of the United States telegraphically to notify such Governments immediately upon the deposit with it of each instrument of ratification or adherence.

Signatures.

EN FOI DE QUOI, les Plénipotentiaires respectifs ont signé le présent Traité établi en langue

IN FAITH WHEREOF the respective Plenipotentiaries have signed this Treaty in the French

française et en langue anglaise,
les deux textes ayant force égale,
et y ont apposé leurs cachets.

and English languages both texts
having equal force, and hereunto
affix their seals.

FAIT à Paris, le vingt-sept
Août mil neuf cent vingt-huit.

DONE at Paris, the twenty-
seventh day of August in the year
one thousand nine hundred and
twenty-eight.

[SEAL] GUSTAV STRESEMANN
[SEAL] FRANK B KELLOGG
[SEAL] PAUL HYMANS
[SEAL] ARI BRIAND
[SEAL] CUSHENDUN
[SEAL] W. L. MACKENZIE KING
[SEAL] A J McLACHLAN
[SEAL] C. J. PARR
[SEAL] J S. SMIT
[SEAL] LIAM T. MACCOSGAIR
[SEAL] CUSHENDUN
[SEAL] G. MANZONI
[SEAL] UCHIDA
[SEAL] AUGUST ZALESKI
[SEAL] D^R EDUARD BENES

Certified to be a true copy of the signed original deposited with
the Government of the United States of America.

FRANK B. KELLOGG

Secretary of State of the United States of America

AND WHEREAS it is stipulated in the said Treaty that it shall
take effect as between the High Contracting Parties as soon as all the
several instruments of ratification shall have been deposited at
Washington;

Effective when rati-
fied.

AND WHEREAS the said Treaty has been duly ratified on the
parts of all the High Contracting Parties and their several instru-
ments of ratification have been deposited with the Government of
the United States of America, the last on July 24, 1929;

Ratifications de-
posited.

NOW, THEREFORE, be it known that I, Herbert Hoover,
President of the United States of America, have caused the said
Treaty to be made public, to the end that the same and every article
and clause thereof may be observed and fulfilled with good faith by
the United States and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-fourth day of July in
the year of our Lord one thousand nine hundred and
[SEAL] twenty-nine, and of the Independence of the United States
of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

HENRY L STIMSON

Secretary of State

NOTE BY THE DEPARTMENT OF STATE

ADHERING COUNTRIES

When this Treaty became effective on July 24, 1929, the instruments of ratification of all of the signatory powers having been deposited at Washington, the following countries, having deposited instruments of definitive adherence, became parties to it:

Afghanistan	Finland	Peru
Albania	Guatemala	Portugal
Austria	Hungary	Rumania
Bulgaria	Iceland	Russia
China	Latvia	Kingdom of the Serbs, Croats and Slovenes
Cuba	Liberia	Siam
Denmark	Lithuania	Spain
Dominican Republic	Netherlands	Sweden
Egypt	Nicaragua	Turkey
Estonia	Norway	
Ethiopia	Panama	

Additional adhesions deposited subsequent to July 24, 1929.
 Persia, July 2, 1929; Greece, August 3, 1929; Honduras, August 5, 1929;
 Chile, August 12, 1929; Luxemburg, August 14, 1929; Danzig, September 11,
 1929; Costa Rica, October 1, 1929; Venezuela, October 24, 1929.

Arbitration treaty between the United States and Hungary. Signed at Washington, January 26, 1929; ratification advised by the Senate, February 18, 1929; ratified by the President, February 28, 1929; ratified by Hungary, July 6, 1929; ratifications exchanged at Washington, July 24, 1929; proclaimed, July 24, 1929.

January 26, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a Treaty of Arbitration between the United States of America and the Kingdom of Hungary was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-sixth day of January, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and Hungarian languages, is word for word as follows:

Arbitration with Hungary.
Preamble.

The President of the United States of America and His Serene Highness the Regent of the Kingdom of Hungary

Az Amerikai Egyesült Államok Elnöke és ö Főméltósága Magyarország kormányzója

Contracting Powers.

Determined to prevent so far as in their power lies any interruption in the peaceful relations now happily existing between the two nations;

azon elhatározás folytán, hogy, amennyiben ez csak hatalmukban áll, a két nemzet között jelenleg örvendetesen fennálló békés viszony bármely megbontását megakadályozzák,

Purpose declared.

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

újból megerősíteni óhajtva továbbá ahhoz a politikához való ragaszkodásukat, amely szerint a közöttük esetleg felmerülő, bírósági uton való elintézésre alkalmas vitás kérdések pártatlan döntés alá bocsátásának, és

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

attól az óhajtól vezetve, hogy példájuk által ne csak annak adjanak kifejezést, hogy a háborút, mint a nemzeti politika eszközét egymáshoz való kölcsönös viszonyukban elítélik, hanem siettentni is kívánják annak az időnek bekövetkezését, amidőn a nemzetközi viszályok békés elintézésére irányuló nemzetközi megállapodások tökéletesebbé tétele a világ összes hatalmai között mindenkorra ki fogja zárni a háború lehetőségét,

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention

elhatározták új választott bírósági szerződés megkötését, amely kibővíti az 1909. évi január hó 15-én Washingtonban

which was signed at Washington, January 15, 1909, but is not now in force, and for that purpose they have appointed as their respective Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America: Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Serene Highness the Regent of the Kingdom of Hungary: Count László Széchényi, Envoy Extraordinary and Minister Plenipotentiary of Hungary to the United States of America;

Who, having communicated to each other their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I.

International differences not adjusted by diplomacy, referred to Permanent Court of Arbitration, etc.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

Vol. 36, p. 2221.

Special agreement.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Hungary in

aláírt, de jelenleg érvényben nem levő választott bírósági szerződés hatáskörét és kötelezettségeit, és evégből meghatalmazottaikui kijelölték

az Amerikai Egyesült Államok Elnöke: Frank B. Kellogg, az Egyesült Államok Secretary of State-jét,

Ő Főméltósága Magyarország kormányzója: gróf Széchényi László, Magyarország rendkívüli követét és meghatalmazott minisztert az Amerikai Egyesült Államoknál,

akik közölvén egymással jó és kellő alakban talált meghatalmazásaikat, a következő cikkekben állapodtak meg:

I. CIKK.

Mindazok a nemzetközi vonatkozású olyan vitás esetek, amelyekben, valamely szerződés értelmében, vagy egyéb alapon, az egyik Szerződő Fél által a másikkal szemben támasztott jogigény következtében a Magas Szerződő Felek érdekelve vannak, és amelyek nem voltak diplomáciai uton elintézendők, avagy nem intéztettek el valamely illetékes békéltető bizottság elé való terjesztés útján, és emellett olyan természetűek, hogy a jog vagy méltányosság elvének alkalmazásával hozott döntés alá vonható, az 1907. évi október hó 18-án kötött egyezmény által Hégában felállított Állandó választott Bíróság vagy valamely más illetékes bíróság elé terjesztendők, úgy amint ez minden egyes esetben külön egység által elhatározandó lesz; ez a külön egység fog rendelkezni, amennyiben azükséges, a bíróság szervezetéről, meghatározza hatáskörét, megállapítja a vitás kérdés vagy kérdések tárgyat és a bírói eljárás alá bocsátás feltételeit.

Minden egyes esetben ez a külön egység az Amerikai Egyesült Államok részéről a szenátus véleményezésével és hozzájárulásával az Amerikai Egyesült Államok Elnöke által, Magyarország részéről pedig az ország alkot-

accordance with its constitutional laws.

mányának megfelelő módon fog megkötetni.

ARTICLE II.

II. CIKK.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Hungary in accordance with the Covenant of the League of Nations.

A jelen szerződés rendelkezései nem alkalmazhatók olyan vitás esetekre, melyeknek tárgya

Subjects not included.

a./a Magas Szerződő Felek egyikének hazai bíraskodása alá tartozik,

b./harmadik Fél érdekeit érinti,

c./az Egyesült Államoknak az amerikai kérdésekre vonatkozó és általánosan Monroe doktrinaként megjelölt hagyományos magatartásának megőrzésével kapcsolatos vagy azt érinti,

d./Magyarországra a Nemzetek Szövetségének Egyességokmánya következtében háramló kötelezettségek tiszteletben tartásával kapcsolatos vagy azokat érinti.

ARTICLE III.

III. CIKK.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Hungary in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Hungarian languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 26th day of January in the year of our Lord one thousand nine hundred and twenty-nine.

A jelen szerződés az Amerikai Egyesült Államok Elnöke által az Egyesült Államok Szenátusának véleményezésével és hozzájárulásával, Magyarország részéről az ország alkotmányának megfelelő módon fog megerősíteni.

Ratification.

A megerősítő okiratok, mihelyt lehetséges, Washingtonban fognak kicseréltetni és a szerződés a megerősítő okiratok kicserélésének időpontjában fog életbe lépni. A szerződés ezután megszakítás nélkül érvényben marad az egyik Magas Szerződő Fél részéről a másikhoz intézendő írásbeli felmondást követő egy év elteltéig.

Exchange of ratifications, and duration of Treaty.

Minek hiteléül a meghatalmazottak ezt a két példányban angol és magyar nyelven kiállított szerződést, amelynek mindkét szövege egyenlő erővel bír, aláírták és pecsétjeikkel ellátták.

Signatures.

Kelt Washingtonban, a mi Urunk Ezerkilencszázhuszonkilencedik évének január hó napja 26-ik napján.

FRANK B KELLOGG [SEAL]
SZÉCHÉNYI [SEAL]

Ratifications
exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-fourth day of July, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-fourth day of July in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER.

By the President:

HENRY L STIMSON
Secretary of State.

Treaty of conciliation between the United States and Hungary. January 26, 1929.
Signed at Washington, January 26, 1929; ratification advised by the Senate, February 18, 1929; ratified by the President, February 28, 1929; ratified by Hungary, July 6, 1929; ratifications exchanged at Washington, July 24, 1929; proclaimed, July 24, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Conciliation between the United States of America and the Kingdom of Hungary was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-sixth day of January, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and Hungarian languages, is word for word as follows:

Conciliation with Hungary.
Preamble.

The President of the United States of America and His Serene Highness the Regent of the Kingdom of Hungary, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

Contracting Powers.

The President of the United States of America: Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

Az Amerikai Egyesült Államok Elnöke és Ő Főméltósága Magyarország kormányzója attól az óhajtól vezetve, hogy az őket összekötő barátságot megszilárdítsák és egyben az általános béke ügyének haladását szolgálják, elhatározták, hogy ebből a célból szerződést kötnek és evégből meghatalmazottaikul kijelölték:

Plenipotentiaries.

His Serene Highness the Regent of the Kingdom of Hungary: Count László Széchényi, Envoy Extraordinary and Minister Plenipotentiary to the United States of America:

az Amerikai Egyesült Államok Elnöke: Frank B. Kellogg, az Egyesült Államok Secretary of State-jét,

Ő Főméltósága Magyarország kormányzója: gróf Széchényi László, Magyarország rendkívüli követét és meghatalmazott minisztert az Amerikai Egyesült Államoknál,

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon the following articles:

akik közölvén egymással megfelelő alakban talált meghatalmazásaikat, a következő cikkekben állapodtak meg:

ARTICLE I.

I. CIKK.

Any disputes arising between the Government of the United States of America and the Government of Hungary, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Con-

Az Amerikai Egyesült Államok Kormánya és Magyarország Kormánya között felmerülő vitás kérdések, bármilyen természetűek is legyenek azok, amennyiben a szokásos diplomáciai eljárás sikerre nem vezetett és amennyi-

Disputes submitted for investigation and report to International Commission.

tracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II.

International Commission.
Composition.

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

Appointment.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III.

Immediate reference of disputes to the International Commission.

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

ben a Magas Szerződő Felek valamely illetékes Biróság döntéséhez nem folyamodnak, vizsgálat és jelentéstétel végett az alább következő cikkben megálapított módon megalakított Állandó Nemzetközi Bizottság elé terjesztendők és a Magas Szerződő Felek kötelezik magukat, hogy ezen vizsgálat tartama alatt és a jelentés előterjesztése előtt háborút nem üzennek, vagy az ellenségeskedéseket meg nem kezdik.

II. CIKK.

A Nemzetközi Bizottság a következő módon kijelölendő öt tagból áll: Mindegyik kormány saját országnak állampolgárai közül egy tagot és egy harmadik állam polgárai közül szintén egy tagot jelöl ki; az ötödik tagot, aki magától értetődőleg egyik Szerződő Állam polgára sem lehet, a két kormány közös megegyezéssel jelöli ki. A Bizottság költségeit a két kormány egyenlő arányban viseli.

A Nemzetközi Bizottságot a jelen szerződés megerősítő okiratainak kicserélésétől számított hat hónapon belül kell megalakítani; a megüresedő helyeket az eredeti kijelölés módjának megfelelően kell betölteni.

III. CIKK.

Abban az esetben, ha a Magas Szerződő Feleknek nem sikerül valamelyes vitás esetet diplomáciai eszközökkel elintézniök és döntés végett nem folyamodnak valamely illetékes bírósághoz, úgy azt vizsgálat és jelentéstétel végett haladék nélkül a Nemzetközi Bizottság elé kell terjeszteniök. A Nemzetközi Bizottság azonban egyhangú határozattal önként felajánlhatja szolgáltatásait erre a célra; ily esetekben a Nemzetközi Bizottságnak ezt a szándékát a két kormány tudomására kell hoznia és kérnie kell a vizsgálatban való közreműködésüket.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Hungary in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Hungarian languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 26th day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B KELLOGG
SZÉCHÉNYI

[SEAL]
[SEAL]

A Magas Szerződő Felek megegyeznek abban, hogy az Állandó Nemzetközi Bizottságnak mindazokat az eszközöket és könnyítéseket, amelyek a vizsgálathoz és jelentéshez szükségesek, rendelkezésére bocsátják.

Facilities to be furnished.

A Bizottság jelentését attól az időponttól számított egy éven belül köteles elkészíteni, amidőn a vizsgálatot megkezdettnek kijelentette, kivéve, ha a Magas Szerződő Felek közös megegyezéssel ezt az időtartamot korlátozzák vagy kiterjesztik. A jelentést három példányban kell elkészíteni; a Bizottság mindegyik Kormánynak egy-egy példányt nyújt át, harmadikat megőrzés végett viszatartja.

Time, etc., for report.

A Magas Szerződő Felek fenntartják maguknak azt a jogot, hogy a bizottság jelentésének előterjesztése után, a vitás eset tekintetében szabadon cselekedjenek.

Independent action reserved.

IV. CIKK.

A jelen szerződés az Amerikai Egyesült Államok Elnöke által az Egyesült Államok Szenátusának véleményezésével és hozzájárulásával, Magyarország részéről az ország alkotmányának megfelelő módon fog megerősítettetni.

Ratification.

A megerősítő okiratok, mielőlt lehetséges, Washingtonban fognak kicseréltetni és a szerződés megerősítő okiratok kicserélésének időpontjában fog életbelépni. A szerződés ezután megszakítás nélkül érvényben marad az egyik Magas Szerződő Fél részéről a másikhoz intézendő írásbeli felmondást követő egy év elteltéig.

Exchange of ratifications, and duration of Treaty.

Minek hiteléül a meghatalmazottak ezt a két példányban, angol és magyar nyelven kiállított szerződést, amelynek mindkét szövege egyenlő erővel bír, aláírták és pecsétjeikkel ellátták.

Signatures.

Kelt Washingtonban, a mi Urunk 1929, éve január hónapjának 26-ik napján.

Ratifications
exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-fourth day of July, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-fourth day of July in the year of our Lord one thousand nine hundred and twenty-
[SEAL] nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

Arbitration treaty between the United States and Ethiopia. Signed at Addis Ababa, January 26, 1929; ratification advised by the Senate, May 22, 1929; ratified by the President, May 28, 1929; ratifications exchanged at Addis Ababa, August 5, 1929; proclaimed August 7, 1929. January 26, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Arbitration between the United States of America and Ethiopia was concluded and signed by their respective Plenipotentiaries at Addis Ababa on the twenty-sixth day of January, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and Amharic languages, is word for word as follows:

Arbitration with
Ethiopia.
Preamble.

Treaty of Arbitration.

- Contracting Powers.** The President of the United States of America and His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself,
- Purpose declared.** Determined to prevent so far as in their power lies any interruption in the peaceful relations now happily existing between the two nations; Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and
- Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;



የሽምግልና፡ ባንክነት፡ ውል፡፡

Amharic text.

ይህ ልዩ፡ የገንዘብ፡ አስተዳደር፡ ፕራዚዳንትና፡
ገርማዊ፡ ንጉሥ፡ ተፈሪ፡ የኢትዮጵያ፡ መንግሥት፡ አልጋ፡
ወራሽና፡ ብሔራዊ፡ ሥልጣን፡ አንደራሰብ፡ በገርማዊነት፡
ንግሥተ፡ ነገሥታት፡ ዘኢትዮጵያ፡ ዘውዲቱና፡ በራሳ
ቸው፡ ስም፡ ሆነው፡፡

Contracting Powers.

እሁን፡ በሁለቱ፡ ሕዝቦች፡ መካከል፡ በዓህጻንነት፡ ይ
ከሉን፡ የሰነድ፡ ሁነታ፡ የሚያስናክል፡ ማናቸውንም፡
ነገር፡ የሚቻላቸውን፡ ይህል፡ አመክሮት፡ ከሌሎች፡፡

Purpose declared.

በመካከላቸው፡ የሚነሱትን፡ አመዳኛነት፡ የሚ
ቻሉትን፡ ገርማዊ፡ ሁሉ፡ ወደጣዳኝነት፡ ፍርድ፡ የሚደ
ረከ፡ ኦህዴድ፡ መጠጋታቸውን፡ ማስረጃ፡
ከሌሎች፡፡

ይገባ፡ ስራቸውን፡ ምሳሌ፡ ስራ፡ ርገው፡ በመ
ካከላቸው፡ ላለው፡ ሁነታ፡ ዘመቻ፡ ይገር፡ መንግሥቱን
አካሄድ፡ መሠረድ፡ አንደኛውን፡ መፍረዳቸውን፡ አማሳይት፡
ከሌሎች፡ ተግጣራ፡ ብቻ፡ ሳይሆን፡ ላለው፡ መንግሥታት፡ መካከል፡
የሚነሱትን፡ ገርማዊነት፡ በሰነድ፡ አመክሮት፡ ይሁኑ፡ የመ

Have decided to conclude a treaty of arbitration and for that purpose they have designated as their respective Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America; Mr. Addison E. Southard, Minister Resident and Consul General of the United States of America in Ethiopia;

His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself;

Who, having communicated to one another their full powers found to be in good and due form, have agreed upon and concluded the following articles:

ARTICLE I

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other

Vol. 36, p. 2221.

ንግሥታት፡ አዲራረግ፡ በሚሻሻል፡ ፍጻሜ፡ በሚኖረውም፡
ባሉም፡ ለሚንግሥታት፡ ለሚካበል፡ ምናልባት፡ የዘመቻ፡ ነገር፡
ዘላለም፡ አንዲቀር፡ ጊዜውን፡ አላስቸኩል፡ ስለ፡ ነፈቁ፡፡

የሽምግል፡ ዳኝነት፡ ሁል፡ አመራር፡ ተርፍ፡ አ
ድርገታል፡፡ አዚህም፡ በየራሳቸው፡ ባሉሙሉ፡ ሥልጣን፡ የሆኑ፡
አንዲራረግ፡ ቆሙዋል፡፡

ሚስተር፡ አዲስ፡ ኢ፡ ሳውተር፡ ድ፡ ያላይ፡ ለ፡ ይ፡
ይተድ፡ አስቴት፡ ስ፡ ዋና፡ ቆንቶል፡ ሚኒስትር፡ በኢትዮጵያ፡
ባላይ፡ የ፡ ይ፡ አስቴት፡ ፕሊዚዳንት፡ በኩል፡ ሆነው፡

የኢትዮጵያ፡ ለሚንግሥት፡ አልፎ፡ ወራሽ፡ ባሉ
ሙሉ፡ ሥልጣን፡ አንዲራረግ፡ ገርማዊ፡ ገጥሙ፡ ተፈሪ፡
በኢትዮጵያ፡ ለሚንግሥት፡ ገርማዊት፡ ንግሥት፡ ነገሥታ
ት፡ በራሳቸው፡ ስም፡ ሆነው፡

እርስበርሳቸው፡ ሙሉ፡ ሥልጣናቸውን፡ አስታውቀው፡ እን
ደሚገባ፡ ትክክል፡ አንዲሆን፡ አገኝተው፡ ተኘሱ፡ ባሉት፡ ክፍሎቻ፡
ሳይ፡ ተስማምተው፡ አመራረምና፡ አላገኙት፡ ፈቅደዋል፡፡

ነፍሱ፡ ፩፡

አንድ፡ ወገን፡ ገንደ፡ ሳይ፡ በሙሉም፡ በሌላም፡
አንድ፡ የሚገባውን፡ ሥርዓት፡ በመሠረት፡ ምክንያት፡ ታ
ሳሳቶቹ፡ ተዋዋሉቹ፡ ወገኖቹን፡ የሚነኩ፡ ለሚንግሥታት፡
ነገር፡ የተነሱትን፡ ክርክሮቹ፡ ሁሉ፡ በደንቡ፡ ማሰብ፡ አላስ
ተካበል፡ ይልቅ፡ አንዲሆን፡ ደግሞ፡ አላሚ
ላቸው፡ አሳር፡ ገሚ፡ ሲሆን፡ ለሚቆረሽ፡ ይል

Plenipotentiaries.

International differ-
ences not adjusted by
diplomacy, referred by
special agreement to
Permanent Court of
Arbitration.

competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide, if necessary, for the organization of such tribunal, shall define its powers, shall state the question or questions at issue, and shall settle the terms of reference.

Special agreement.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Ethiopia in accordance with its constitutional law.

ARTICLE II

Subjects not included.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Ethiopia in accordance with the Covenant of the League of Nations.

ተካክለ፡ አንዲሁ፡ ደምህና፡ ሥርዓቶች፡ መሠረት፡
አባ፡ ርገው፡ ስሜን፡ አላቀበል፡ በሀላፊነት፡ ወይ፡
ፍርድ፡ የሚደረግ፡ ሳይኖር፡ የሆኑ፡ ጽንጻላት፡ በፈረ
ዲያች፡ ላይ፡ ሳይኖሩ፡ ስሜን፡ ቀን፡ በሀገር፡ ከተማ፡
በምድብነት፡ በቆመው፡ በነዋሪ፡ የሽምግልና፡ ደንብነት፡
ከገንባታ፡ ፊት፡ ወይም፡ ወይ፡ ሌላ፡ አዋቂ፡ ችሎታ፡ ይቀርባሉ፡፡
ይከተሉም፡ በማናቸውም፡ ሌላ፡ ሊሆን፡ በልዩ፡ ክምግብነት፡
ይወሰናል፡፡ ይህ፡ ልዩ፡ ክምግብነት፡ ጽንጻላት፡ ከፊት፡
አዚህ፡ ችሎታ፡ ሥራ፡ መዘጋጀት፡ ይከፋል፡፡
ሥልጣናቸው፡ ይወሰናል፡ የነገሩም፡
ወይም፡ የነገሩቹን፡ ጨላሽ፡ ነገር፡ ደገም፡
የተቃራኒነት፡ ጠራሎች፡ ይ
ሰጣል፡፡

Special agreement.

ይህ፡ ልዩ፡ ክምግብነት፡ በማናቸውም፡
ሌላ፡ ሊሆን፡ ሳይችል፡ ይኖራል፡ ጽንጻላት፡ ከፊት
ወገን፡ በጽሑፍ፡ በሌላ፡ በዚያው፡ ላይ፡
ሰነድነት፡ ምክርና፡ ፈቃድ፡ ይሁሉም፡ ይገባሉ፡፡
በአገሪቱ፡ በሌላ፡ ጽንጻላት፡ መንግሥት፡ አካ
ላይ፡ ሥርዓቶች፡ ይሁሉም፡፡

ክፍል፡ ፪፡

Subjects not included.

በዚህ፡ ጠራት፡ የተወሰኑት፡ ክፍሎች፡ ቀጥሎ፡
ይከተሉ፡ ነገሮች፡ በሚካተቱት፡ በማናቸውም፡ ክፍ
ክፍሉ፡ አይካተቱም፡፡

ARTICLE III

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself, in accordance with Ethiopian constitutional law.

Exchange of ratifications and duration of Treaty.

The ratifications shall be exchanged at Addis Ababa as soon as possible, and the treaty shall take effect on the date of the exchange of ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

(ሀ) በ ነዚህ፡ በ ቃላት ሆኖ ፡ ተዋዋሎች ፡ ወገኖች ፡ በ ገዛ፡ አገራቸው ፡ ሥርዓት ፡ ወገኖች ፡ በ ሚገገው ፡ ነገር ፡

(ከ) የላዕባብ ፡ ወገኖች ፡ አገራት ፡ ያለበትን ፡ በሚነካ ፡ ነገር ፡

(ሐ) ገ ሚሪ ካ ፡ ነገሮች ፡ ሳይ ፡ የተለመዱ ፡ ለጉዳይ ትዕዛድ ፡ እስከተከ ፡ ሰርዓት ፡ የሚኖር ፡ ያካሄዱ ፡ ተላሉ ፡ ለ ሚገገ ሙሉ ፡ አቋቋም ፡ በመጠበቅ ፡ ለሚነካው ጊዜ ፡ ለ ሚገገ ሙሉ ፡ ነገር ፡ ።

(መ) በ መንግሥት ፡ ማህበር ፡ ሲደገቡ ፡ የተነሳ ፡ የኢትዮጵያ ፡ ግዴታዎች ፡ መጠበቅ ፡ ለሚነካው ፡ ጊዜ ፡ ለ ሚገገ ፡ ነገሮች ፡ ።

ገ ላይ ፡ ፤

የሚሪ ካ ፡ ለጉዳይ ፡ እስከተከ ፡ ግዴታዎች ፡ በዚህ ሙሉ ፡ ገገር ፡ ሲኖሩ ፡ ማህበር ፡ ሲደገቡ ፡ ግዴታዎች ፡ ለ ሚገገ ሙሉ ፡ አገራት ፡ ያለበትን ፡ በሚነካው ፡ ጊዜ ፡ ለ ሚገገ ሙሉ ፡ ነገር ፡ ።

Ratification.

እነዚህ ሙሉ ፡ ለ ሚገገ ፡ ግዴታዎች ፡ እስከተከ ፡ ግዴታዎች ፡ ።

Exchange of ratifications and duration of Treaty.

ከ ሙሉ ፡ ገገር ፡ ሲኖሩ ፡ እስከተከ ፡ ግዴታዎች ፡ ለ ሚገገ ሙሉ ፡ ነገር ፡ ።

Signature of Plenipotentiary of the United States of America.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Amharic languages, and hereunto affix their seals.

Done in duplicate at Addis Ababa on the twenty-sixth day of January, in the year of our Lord nineteen hundred and twenty-nine.

[SEAL] ADDISON E SOUTHARD

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged at Addis Ababa on the fifth day of August, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this seventh day of August in the year of our Lord one thousand nine hundred and twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

ሥራወጥ፡ ለ ሙሉ ሥራወጥ፡ ዲፍፍል፡ ምድር፡ ስታላቅሎቹ፡
ተቀጥቶቹ፡ ለገሥቶቹ፡ አንዱ፡ ላንደን፡ ከሰባቱም፡
ላንደን፡ አሙኑ፡ በግራም፡ በደቡብ፡ ከሰባቱቶቹ፡ ምድር ለገሥቶቹ፡
በተቀር፡ ርሃ፡ ውል፡ ለ ሙሉ ምድር፡ ጸንቶ፡ ይኖራል።

Signature of Plenipotentiary of Ethiopia.

ዲ. ህንጻው ስምንት፡ ለ ሁለቱም ለገንገል ለሙሉ ሥልጣን፡
አንድ ለ ሙሉ ምድር፡ ለ ህንጻው ሙሉ፡ በአንገረዝና ገጠና ምድር ላይ፡ ቋንቋ፡
በሁለቱ ምድሮች ላይ ሲሰጠው ለህዝባቸው ምድር ላይ ለሁሉ፡
በሁለቱ ምድሮች ላይ ሲሰጠው ለህዝባቸው ምድር ላይ ለሁሉ፡
ቀን፡ አስራ፡ ዘጠኝ፡ መቶ፡ ህያ፡ አንድ ምድር፡ አሙኑ፡
ምድር ላይ። ገንጠላ ምድር ላይ ምድር ላይ።

[SEAL]

January 26, 1929.

Treaty of conciliation between the United States and Ethiopia. Signed at Addis Ababa, January 26, 1929; ratification advised by the Senate, May 22, 1929; ratified by the President, May 28, 1929; ratifications exchanged at Addis Ababa, August 5, 1929; proclaimed, August 7, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Conciliation with
Ethiopia.
Preamble.

WHEREAS a Treaty of Conciliation between the United States of America and Ethiopia was concluded and signed by their respective Plenipotentiaries at Addis Ababa on the twenty-sixth day of January, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and Amharic languages, is word for word as follows:

TREATY OF CONCILIATION.

Contracting Powers.

The President of the United States of America and His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose.

Plenipotentiaries.

The President of the United States of America has appointed as his plenipotentiary Mr. Addison E. Southard, Minister Resident and Consul General of the United States of America in Ethiopia.

His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, has been designated plenipotentiary to sign and ratify on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself.



Amharic text.

Contracting Powers.

ደ ማ ሪ ካ፡ ይ ና ይ ቅ ድ፡ እ ስ ቴ ቶ ስ፡ ፍ ሬ ዚ ዲ ጂ ኔ ቶ ና
 ይ ኢ ቶ ይ ት ደ፡ መ ን ገ ሥ ሳ ቶ፡ ኦ ል ጋ፡ ወ ራ ሽ ና፡ ባ ለ ጡ ሱ
 ሥ ል ጣ ጌ፡ እ ኔ ዲ ራ ሴ፡ ገ ር ማ ዊ፡ ኔ ጉ ሥ፡ ተ ፈ ሪ፡
 ለ ገ ር ማ ዊ ቶ፡ ን ገ ሥ ሳ ቶ፡ ነ ገ ሥ ሳ ቶ፡ ዘ ኢ ቶ ይ
 ጳ ደ፡ ዘ ጡ ዲ ቱ ና፡ ለ ራ ሳ ፍ ው፡ ስ ሙ፡ ሆ ነ ው፡ ለ
 መ ካ ነ ሳ ፍ ው፡ ይ ለ ው ጌ፡ ይ ፍ ቅ ር ና፡ ይ ወ ደ ጅ ነ ፋ፡
 ማ ሠ ሪ ይ ለ ማ ሰ ር ሳ ቶ፡ ይ ገ ሞ ም፡ ይ ዓ ለ ም ጌ፡ ስ ሳ ሙ፡
 ሠ ሳ ስ፡ ወ ዲ ሬ ቶ፡ ለ ማ ስ ሰ ባ ም፡ ራ ሃ ዳ ፍ ው፡ ስ ለ ሆ ነ፡
 ለ ዚ ሆ ም፡ ው ሱ ለ፡ ለ ሞ ገ ሳ ቶ፡ ቱ ር ና፡ እ ድ ር ገ ዊ ል፡፡

Plenipotentiaries.

ካ ማ ሪ ካ፡ ይ ና ይ ቅ ድ፡ እ ስ ቴ ቶ ስ፡ ፍ ሬ ዚ ዲ ጂ ኔ ቶ ፡ ሚ
 ከ ቶ ር፡ እ ዲ ስ ኔ፡ ኢ፡ ሳ ው ቶ ር ድ፡ ይ ማ ሪ ካ፡ ይ ና ይ ቅ ድ፡
 እ ስ ቴ ቶ ስ፡ ዋ ና፡ ያ ን ሱ ል ና፡ ም ኒ ከ ቶ ር፡ ለ ኢ ቶ ይ ጳ ደ፡
 ባ ለ ሙ ሱ ለ፡ ሥ ል ጣ ጌ፡ ሆ ነ ው፡ ተ ሾ ሞ ሙ፡፡

ገ ር ማ ዊ፡ ን ጉ ሥ ሳ ቶ፡ ተ ፈ ሪ፡ ይ ኢ ቶ ይ ጳ ደ፡ መ ን ገ ሥ ሳ ቶ
 ኦ ል ጋ፡ ወ ራ ሽ ና፡ ባ ለ ጡ ሱ ለ፡ ሥ ል ጣ ጌ፡ እ ኔ ዲ ራ ሴ፡ ለ ገ ር
 ማ ዊ ቶ፡ ን ገ ሥ ሳ ቶ፡ ነ ገ ሥ ሳ ቶ፡ ዘ ኢ

They, having communicated to one another their full powers, found to be in good and due form, have agreed upon and concluded the following articles:

ARTICLE I

Disputes submitted for investigation and report to International Commission.

Any disputes arising between the Government of the United States of America and the Government of Ethiopia of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a Permanent International Commission constituted in the manner prescribed in the next succeeding Article; the High Contracting Parties agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

International Commission. Composition, etc.

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country.

ቶ ዮ ጵ ይ : ዘ ው ዲ ቱ ና : በ ራ ሳ ቸ ው : ስ ም
ሆ ና ወ . ::

እ ር ከ በ ር ሳ ቸ ው : ሙ ኩ : ሥ ል ጣ ና ቸ ው ን : አ ከ ታ ው
ቀ ው : እንደ ሚ ገ ገ ና : ቶ ክ ክ ል : እንደ ሆ ና : እንደ ተ ው : ተ ን ኩ : ግ ኩ ቶ :
እኛ ኩ ች : ሳ ይ : ተ ከ ማ ም ተ ው : አ ሙ ሊ ረ ም ና : አ ማ ጽ ና ቶ : ሊ ቶ ደ ሞ ል ::

እ ና ል : ፩ :

ገ ማ ረ ገ : ዮ ና ይ ቶ ድ : እ ስ ቴ ቶ ስ : ሙ ን ገ ሥ ቶ ና : በ ኢ
ቶ ዮ ጵ ይ : ሙ ን ገ ሥ ቶ : ሙ ነ ከ ል : ማ ና ቸ ው ም : እ ር ክ ር :
ቢ ነ ሠ : ማ ና ቸ ው ም : ሳ ይ ነ ቶ : ሊ ሆ ን : በ ተ አ ሙ ደ ው : ደ ን
ኩ ማ ቴ ክ : ሙ ን ገ ጽ : ሊ ሳ ና ቸ ው : ደ ገ ሞ : ታ ነ ሳ ቸ ች : ተ ሞ ሞ
ዮ ች : ወ ገ ና ች : ነ ገ ረ ን : ወ ደ : አ ሞ ቲ : ች ኩ ቶ : ሰ ፍ ር ጽ : ሃ ሳ ደ
ረ ሱ : እንደ ሆ ን : አ ም ር ሙ ራ ና : አ ማ ሙ ል ክ ች : ቀ ን ኩ :
በ ሚ ሙ ጣ ው : እኛ ል : ሙ ከ ጥ : እንደ ተ ወ ስ ነ ው : ሆ ነ ታ :
ወ ደ : ች ሙ ው : ወ ደ : ነ ሞ ሪ : ኢ ን ተ ር ኔ ሽ ና ል : ስ ሚ ሽ ን :
ሬ ቶ : ይ ተ ር ገ ሱ : ታ ነ ሳ ቸ ች : ተ ሞ ሞ ዮ ች : ወ ገ ና ች : በ ዜ ሆ :
በ ም ር ሙ ራ : ገ ዜ ና : ገ ና : ማ ሙ ል ክ ች ው : ሳ ይ ተ ር ገ :
ዘ ሙ ቻ : እንደ ደ ደ ው : ሺ ና : ሆ ር ነ ቶ : እንደ ደ ደ ሺ ም ራ :
ተ ከ ማ ም ተ ሞ ል ::

እ ና ል : ፪ :

ደ ህ : ኢ ን ተ ር ኔ ሽ ና ል : ስ ሚ ሽ ን : ስ ም ከ ቶ : ማ ህ በ ሊ
ተ ች ች : ይ ሆ ና ል : እ ነ ዚ ህ ም : ቀ ን ኩ : እንደ ተ ዳ ሊ ው :
ደ ሹ ማ ኩ : እንደ ደ ደ ደ : ሙ ን ገ ሥ ቶ : ከ ዚ ይ ው : ከ ገ ገ :
አ ገ ራ : እንደ ደ ደ ደ : ማ ህ በ ሊ ተ ች : ይ ሙ ር ጣ ል : እንደ ደ ደ ደ :

Disputes submitted for investigation and report to International Commission.

International Commission. Composition, etc.

The expenses of the Commission shall be paid by the two Governments in equal proportions.

Appointment.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III

Immediate reference of disputes to the International Commission.

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

Facilities to be furnished.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

መንግሥት፡ገንደ፡ሌሳ፡መንግሥት፡አንድ፡ጠላብነት፡
ይመርጥል። አምስተኛው፡ጠላብነት፡በሁለቱ፡መ
ንግሥቶች፡መካከል፡በስምምነት፡ይመረጥል። ያረገን
ይኸው፡ሰው፡የደንዳንዳቸው፡ዜጋ፡አንዳይሆን፡ይታ
ወቀ፡ነው። የዚህኑ፡የጎረቤቶቹ፡ከሳራ፡ሁለቱ፡መንግ
ሥቶች፡የጋራ፡ይከፍሳሉ።

የዚህን፡ውል-ማጽኛዎች፡ከተቀጣበሉ፡በኋላ፡በስድስት
ሰዓት፡ውስጥ፡ኢንተርኒሽናል፡ፕሚሽኑ፡ይሾጠል።
ገለብቷል፡ሹመቶችም፡አንዳ፡ጥንቱ፡ሹመቶች፡አንድ
ኋላ፡ይሾሙባቸዋል።

ክፍል ፲።

ታካላቶች፡ተዋዋሎች፡ወገኖች፡በደግሞ፡ሉሳሳ፡
መንግሥት፡ገንደ፡ክርክር፡ሳይ፡አመክመኑ፡ሊሳና
ቸው፡ሳይን፡አመቀበል፡ወደ፡አዋቂ፡ችሎታ፡ያሳደ
ሉሳ፡አንዳይሆን፡አመመርመርና፡አመመልክት፡ወደ፡አን
ተርኒሽናል፡ፕሚሽኑ፡በቶሎ፡ይደርሳሉ፡ኢንተ
ርኒሽናል፡ፕሚሽኑ፡ገን፡በሳህራታ፡ተከማምቶ፡ኢ
ንደረው፡በገዛጂ፡አዚያ፡ሥራ፡አገልግሎቶች፡ማኅረዝ፡
ይቻሉዋል። በንደህ፡ያሉ፡ጊዜም፡አሁሉ፡መንግሥ
ቶች፡አስታውቆ፡በምርመራው፡ገንደነት፡
ማገዛቸውን፡ይለምናል።

ታካላቶች፡ተዋዋሎች፡ወገኖች፡አንጻራው፡ኢን
ተርኒሽናል፡ፕሚሽኑ፡አምርመራውና፡አመመልክ

Appointment, etc.

Immediate reference of disputes to the International Commission.

Facilities to be furnished.

Time, etc., for report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall shorten or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

Independent action reserved.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by His Majesty, King Tafari, Heir Apparent to the Throne and Regent Plenipotentiary of the Empire of Ethiopia, on behalf of Her Imperial Majesty, Zeoditu, Empress of Ethiopia, and of himself, in accordance with Ethiopian constitutional law.

ከቻው፡ ለሚህ ከፈልጉትን፡ መሠሪያዎችና፡ ማቆላላ፡
ደዎች፡ ሁሉ፡ ከሚቀረጥ፡ ተከማምተዋል።

Time, etc., for report.

ታናናቶች፡ ተዋዋሎች፡ ወገኖች፡ እርከበርሳቸው፡
በከምምናት፡ ገዢውን፡ ካሳሰጠ ረቀቅና፡ ካሳከለዘሙት፡
በተቀር፡ ምርመራው፡ መጀመሩን፡ ነሚኸኑ፡ በግልጽ፡
በተናገረበት፡ ቀን፡ ሳሙቱ፡ ለነሚኸኑ፡ ማመልከቻ፡ ይጨ
ረሳል። ማመልከቻው፡ በሶስት፡ ግልግጭ፡ ይሰናዳል።
አይጓዳጓድ፡ መንግሥት፡ አንድ፡ ግልግጭ፡ ይሰጣል።
ሶስተኛውን፡ ነሚኸኑ፡ አገዛ፡ መዝገብ፡ ማናሪያ፡
ይከቀራል።

ታናናቶች፡ ተዋዋሎች፡ ወገኖች፡ ለነሚኸኑ፡
ማመልከቻ፡ ተቀረበሳቸው፡ በኋላ፡ በጥሉ፡ በዋ
ናው፡ ነገር፡ አንድ ፈቃዳቸው፡ ለመሥራት፡
ሥልጣን፡ ለራሳቸው፡ ይይዛሉ።

Independent action reserved.

ክፍል፡ ፬፡

ይህ ህግ፡ ለጥያቄው፡ እስከተከተለ፡ ፕረዚዳንት፡
በዚያው፡ ሳገረ፡ ስነ ጥናት፡ ምክርና ፈቃድ፡ ዲግሞ፡ ግር
ወደ፡ ጥገና፡ ተፈሪ፡ ለኢትዮጵያ፡ መንግሥት፡ አልፎ፡ ወ
ራሽን፡ ሳሙኩ፡ ሥልጣን፡ አንድ ሌላው፡ በግርግር፡
ጥገናው፡ ነገሥታት፡ ዘኢትዮጵያ፡ ዘውዲቱና፡ በራ
ሳቸው፡ ከም፡ ሆነው፡ ሸግዷ፡ ኢትዮጵያ፡ መንግሥት፡
አገላለጽ፡ ሥርዓት፡ ይህ፡ ውል፡ ጸንቶ፡ እንዲረጋገጥ፡
ይደርግ፡ ይህ።

Ratification.

Exchange of ratifications, and duration of Treaty.

The ratifications shall be exchanged at Addis Ababa as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Signature of Plenipotentiary of United States of America.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Amharic languages, and hereunto affix their seals.

Done in duplicate at Addis Ababa on the twenty-sixth day of January, in the year of our Lord nineteen hundred and twenty-nine.

[SEAL]

ADDISON E SOUTHARD

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged at Addis Ababa on the fifth day of August, one thousand nine hundred and twenty-nine;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this seventh day of August in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

Exchange of ratifications and duration of Treaty.

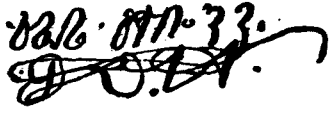
እኔ ከህግ፡ ለሀገራችን፡ መሠረዳዎች፡ እንዲሁቻ
ለው፡ በፍጥነት፡ እዲከ፡ አባባ፡ ሳይ፡ ይቀጥባሉ፡፡ ለማ
ጸና፡ መሠረዳዎች፡ በተቀጥበሉበት፡ ቀን፡ ይህ፡ ውል፡
ሠራውን፡ ለሰሠራት፡ ሄይል፡ ይገኛል፡፡ ከተሳሳቶች
ተዋዋሪዎች፡ ወሃኖች፡ እንዲሁ፡ ሳንደኛው፡ አከቀጥ፡ ካ
ንዲ፡ ሚጠኑ፡ በፊት፡ በጽራት፡ አስታውቆ፡ ካልጮረከ፡
በተቀር፡ ይህ፡ ውል፡ ለመቻሉም፡ ጸንቶ፡ ይኖራል፡፡

Signature of Plenipotentiary of Ethiopia.

ይህንን፡ አምነው፡ ለሁሉም፡ ወገን፡ ባህሙሉ፡ ሠል
ጣን፡ እንዲሁሆኑ፡ ይህን፡ ውል፡ በእንገረዝና፡ ባሚርኛ፡ ቋንቋ
ለሁሉት፡ ግልገጭ፡ ሳይ፡ ፈርመው፡ ጠላተላቸውን፡ ይታወቃሉ፡፡

ለሁሉት፡ ግልገጭ፡ አዲስ፡ አባባተ፡ ፕሮ፡ አሠራር፡ ከምንት፡
ቀን፡ አሠራር፡ ዘጠኝ፡ መቶ፡ ህግ፡ አንድ፡
ዓመተ፡ ምሕረት፡፡ 37. 11. 22. 33.

[SEAL]



July 11, 1929.
August 6, 1929.

Agreement for the exchange of registered and insured parcel post packages between the Republic of Ecuador and the United States of America. Signed at Quito, July 11, 1929, at Washington, August 6, 1929; approved by the President, August 14, 1929.

AGREEMENT FOR THE EXCHANGE
OF REGISTERED AND INSURED
PARCEL-POST PACKAGES BE-
TWEEN THE REPUBLIC OF ECUA-
DOR AND THE UNITED STATES
OF AMERICA.

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

Postmaster General of the United States of America, and

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

I. REGISTRATION AND
INSURANCE

1. The sender of a parcel post package mailed under the provisions of the Pan-American Parcel Post Convention of Mexico may have the same registered or insured by paying in addition to the postage, such registration or insurance fee, as the case may be, 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 exceed-

CONVENIO PARA EL INTERCAMBIO
DE PAQUETES POSTALES REGIS-
TRADOS Y PAQUETES POSTALES
ASEGURADOS, ENTRE LA REPÚ-
BLICA DEL ECUADOR Y LOS ESTA-
DOS UNIDOS DE NORTE AMÉRICA.

Con el propósito de llegar a un convenio para la extensión del servicio de paquetes postales entre los Estados Unidos de América (incluyéndose Alaska, Hawaii, Puerto Rico, Guam, Samoa y las Islas Virgenes de los Estados Unidos) y la República del Ecuador, en virtud del cual deben quedar comprendidos el registro y aseguramiento; el suscrito,

Director General de Correos de los Estados Unidos de Norte América, y Luis Fernando Ruiz, Director General de Correos de la República del Ecuador, debidamente investidos con la autoridad necesaria, acuerdan aprobar los siguientes artículos:

I. REGISTRO Y ASEGURA-
MIENTO

1. El remitente de un paquete postal depositado bajo las providencias de la Convención de Paquetes Postales Pan-Americana de México, puede obtener que éste sea registrado (bajo número) o asegurado (valor declarado), previo el pago de los derechos respectivos de registro o los de aseguramiento vigentes en el país de origen, para los eventos de pérdidas, expoliaciones o averías que experimentaren los paquetes, en los que las indemnizaciones han de pagarse por el monto actual, basado en el valor actual

Parcel post agree-
ment with Ecuador.
Preamble.

Registration and in-
surance.

Fee required.

Indemnity for loss,
etc.

ing \$50 gold, when mailed in the United States of America, or the equivalent thereof, when mailed in the Republic of Ecuador.

del lugar y en el momento de haberse depositado los paquetes, de la pérdida, expoliación o avería experimentada por el paquete, hasta una suma que no exceda de \$50 oro, si fuere consignado en los Estados Unidos, o su equivalente, si fuere originario del Ecuador.

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

2. Ningún paquete postal registrado o asegurado podrá ser indemnizado por cantidad mayor que su valor efectivo.

3. 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 agreement.

3. Las dos Administraciones se reservan el derecho de arreglar por correspondencia el aumento o disminución del límite de las indemnizaciones fijadas en este Convenio.

4. The Administration of origin is entitled to fix its own fees for different limits of indemnity within the maximum provided and to collect from the sender of each registered or insured parcel, in addition to the postage, such registration or insurance fee, as the case may be, and fees for return receipts and requests for information as to the disposal of a parcel made after it has been posted as may from time to time be prescribed by its regulations.

4. La Administración de origen fijará las indemnizaciones dentro del máximo señalado y cobrará a las remitentes de los paquetes registrados o asegurados, además del franqueo, los derechos de registro o de aseguramiento, según sea el caso. Los derechos correspondientes a los avisos de recepción o a las hojas de reclamación en que se solicitan informaciones relativas a paquetes enviados por el correo, han de pagarse de conformidad con las tarifas respectivas que cambian con el tiempo.

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

5. Con excepción de los paquetes devueltos o de dirección modificada, los derechos que se mencionan como aplicables en la sección anterior, han de cubrirse por anticipado, lo propio que el franqueo.

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

6. Cada Administración retendrá para su beneficio y uso, el producto íntegro de los derechos que colectare, lo mismo que otros cargos, con sujeción a las disposiciones de este Convenio.

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

7. El registro bajo número de todos los paquetes que contuvieren monedas, metales preciosos, joyas u otros artículos de valor, a cambiarse entre las dos Administraciones, es obligatorio.

If a parcel containing coin, bullion, jewelry, or any other precious article is mailed unregistered, it shall be placed under registration by the post office which first observes the fact of its

Si por acaso un paquete que contenga monedas, metales preciosos, joyas u otros objetos preciosos, hubiere sido depositado sin registrarse, éste deberá ser puesto inmediatamente bajo re-

Indemnity limited.

Other arrangements.

Fees for indemnity, etc.

Registration, etc.

Return receipts and inquiries.

Prepayment.

Retention of postage, etc.

Coin, jewelry, etc.

having been mailed unregistered, and treated in accordance with the regulations of the country placing the matter under registration.

gistro, en la primera Oficina que observare esa irregularidad de haberse depositado sin registrarlo, tratándose luego en conformidad con las regulaciones del país que lo hubiere puesto bajo registro de numeración.

Preparation of parcels.

II. PREPARATION OF PARCELS

II. PREPARACIÓN DE LOS PAQUETES

Addressing requirements.

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

1. Como sucede con los paquetes ordinarios, el nombre y dirección del remitente y del destinatario, serán escritos en caracteres claros y correctos, bien sea en la envoltura del mismo paquete o sobre alguna etiqueta adherible. En los casos de los paquetes que llevan la dirección inscrita tan sólo en la etiqueta, por razones de su forma o tamaño, el nombre y la dirección del remitente y destinatario deberán inscribirse, además, por separado, en una faja de papel que se la colocará dentro del paquete, aunque sería conveniente que esas fajas se colocaran también en toda clase de paquetes.

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.

No se recibirán los paquetes que estuvieren dirigidos con iniciales, a menos de que esas iniciales correspondan o estén adoptadas como equivalentes de los nombres de los remitentes y destinatarios.

Parcels for delivery to second address.

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

Los remitentes de paquetes dirigidos a Bancos u otras organizaciones similares, para ser luego entregados a segundos destinatarios, declararán en las envolturas de sus envíos los nombres exactos y las direcciones completas de las personas destinatarias.

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

No se recibirán paquetes cuyas direcciones estuvieren anotadas con lápiz, aunque sí se permitirán aquéllos en que se hubiere usado tinta de copia o lápices indelebles, sobre una superficie previamente humedecida.

Packing, etc., requirements.

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

2. Como sucede con los paquetes ordinarios, los registrados y asegurados se empacarán en forma adecuada que consulte la extensión del viaje y su seguridad.

Insured parcels.

3. Registered and insured parcels must be closed and securely

3. Los paquetes registrados y los asegurados serán sellados con

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

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

4. Each registered and insured parcel must be marked or labeled or stamped "Registered" or "Insured", as the case may be, in a conspicuous manner on the address side and in close proximity to such indorsement there must appear the registration or insurance number given the parcel. The customs declaration, if not gummed to the parcel, must also be marked or labeled or stamped "Registered" or "Insured" as the case may be.

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

III. RETURN RECEIPTS AND INQUIRIES

1. The sender of a registered or 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 a registered or insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

lacre o de otra manera análoga, mas estos podrán ser abiertos (aún rompiéndose los sellos), a fin de inspeccionar el contenido. Los paquetes abiertos con ese motivo han de cerrarse luego, imprimiéndose el sello de la Oficina que hubiere efectuado esa diligencia.

Cualquiera de las Administraciones podrá exigir que los remitentes utilicen una marca o impresión especial para sellar sus paquetes registrados y con valor declarado, como medida de seguridad.

4. Los paquetes registrados y los asegurados llevarán una marca que diga: "Registrado" o "Asegurado", según sea el caso, en forma distinguible y clara, sobre la cara de la dirección. El número correspondiente al registro o el de aseguramiento, se lo pondrá luego a continuación, sobre cada uno de los paquetes. La declaración de aduana, si no estuviere pegada al paquete, podrá igualmente marcarse, estamparse o etiquetarse con la inscripción "Registrado" o "Asegurado", según sea el caso.

5. Las etiquetas o estampillas correspondientes a los paquetes registrados o asegurados, no se colocarán como para cubrir imperfecciones de la envoltura. Tampoco podrán voltearse sobre los lados con el fin de resguardar los filos.

III. AVISOS DE RECIBO Y RECLAMACIONES

1. El remitente de un paquete registrado o asegurado, puede obtener un aviso de entrega, previo el pago de los derechos respectivos, si hubiere alguno, de acuerdo con lo estipulado en el país de origen del paquete.

2. Se cobrará un derecho, a juicio de la Administración del país de origen, por cada fórmula de información relacionada a la disposición ulterior que se hubiere dado al paquete registrado o asegurado, después de habérselo depositado, a menos que el remitente hubiere ya pagado el derecho para obtener el aviso de entrega.

Special mark by sender.

Labeling, etc.

Placing stamps.

Return receipts and inquiries.

Advice of delivery.

Request for information.

Complaints of irregularity.

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.

Marking of requests.

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".

Exchange of parcels.

IV. METHOD OF EXCHANGE OF PARCELS

Registered, etc., parcels.

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

Billing of parcels.

V. BILLING OF PARCELS

Separate bills for each class.

1. Registered and insured parcels shall each be entered on separate parcel bills and shall be listed individually. The entries shall show in respect to each registered and insured parcel the registration or insurance number, as the case may be, and the office (and state or country) of origin.

Returned parcels.

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

Numbering by dispatching office.

3. 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

También se cobrará un derecho, a juicio del país de origen, por concepto de quejas o irregularidades que se presentaren y que a primera vista no implicaren falta u omisión del Servicio Postal encargado de encaminarlo.

3. Cada vez que se desee obtener un aviso de recepción, el remitente o la oficina de origen, escribirá o estampará sobre el paquete, en forma clara, las palabras "Se solicita aviso de recepción", o se requiere "Aviso de entrega" o simplemente las letras "A. R".

IV. SISTEMA DE INTER-CAMBIO DE PAQUETES

1. Los paquetes registrados como los asegurados deberán encerrarse en sacos separados de aquellos en que se ponen los ordinarios, y en sacos distintos, según su clase. Las etiquetas correspondientes a sacos que contienen paquetes postales registrados deberán marcarse con símbolos distintivos y en conformidad con lo que se resolviera oportunamente.

V. INSCRIPCIÓN EN LAS HOJAS DE RUTA

1. Tanto los paquetes registrados como los asegurados deberán anotarse individualmente en hojas de ruta distintas que correspondan a cada clase. Los siguientes datos relativos a cada paquete registrado o con valor declarado o asegurado, han de anotarse en la hoja de ruta; el número de serie del registro o del paquete asegurado, según se trate de uno u otro, y la oficina (Estado o país) de origen.

2. En la entrada de la hoja de ruta correspondiente a un paquete devuelto, se expresará esa circunstancia.

3. Cada Oficina de cambio numerará las hojas de ruta poniendo el número correspondiente en la esquina izquierda superior, comenzándose cada año una nueva serie, para cada Oficina de cambio destinataria. El últi-

parcel bill of the first dispatch of the following year.

mo número de la serie anual será indicado en la hoja de ruta del primer despacho que se hiciera en el año subsiguiente.

VI. CHECK BY OFFICE OF EXCHANGE

VI. VERIFICACIÓN EN LA OFICINA RECEPTORA

Check by office of exchange.

1. On the receipt of a dispatch of registered or insured parcels, the receiving office of exchange shall check it. The 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.

1. Tan luego como se recibiere un despacho de paquetes registrados o asegurados, la Oficina de cambio receptora, procederá a verificarlo. Los paquetes serán escrupulosamente comparados con las anotaciones de las hojas de ruta que se acompañan con cada despacho. Cualquiera discrepancia o irregularidad que se notare, deberá comunicarse inmediatamente a la Oficina expedidora en un boletín de verificación. Si no se cumpliera con este detalle, se estimará como si el correo hubiere estado conforme con las hojas de ruta recibidas.

Duty of receiving office.

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.

2. En el caso de discrepancias e irregularidades en un correo, las observaciones serán conservadas on tal forma, que permitan se proporcione, en caso necesario, con informaciones que se relacionen con las investigaciones que se hicieren con posterioridad, reclamándose el pago de indemnizaciones.

Record of discrepancies.

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.

3. Si por acaso faltare alguna hoja de ruta se procederá a hacer una supletoria, por duplicado; una de las copias se enviará a la Oficina de cambio expedidora del despacho recibido.

Duplicate parcel bill.

4. Registered and 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.

4. Los paquetes registrados y los con valor declarado que demostraren señales inequívocas de violación o de avería, darán margen para establecerse el estado en que éstos efectivamente se hallaren autorizándose esas afirmaciones con el sello de la Oficina que las hubiere observado o acompañándose algún documento comprobatorio de las violaciones o averías.

Noting of damage, etc., to registered, etc., parcels.

VII. REDIRECTION

VII. REDIRECCIÓN

Redirection.

1. Any registered or insured parcel redirected within the country of destination or delivered to an alternate addressee at the original office of address shall be

1. Cualquier paquete registrado o asegurado que experimentare cambio en su dirección dentro del país de destino, o que fuere entregado a algún destinatario su-

Charges as prescribed.

liable, the same as ordinary parcels, to such additional charges as may be prescribed by the Administration of that country.

Collection of new fees.

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

Restriction as to another country.

3. Registered or insured parcels shall not be forwarded or returned to another country unless they are forwarded or returned as registered or insured mail, as the case may be.

Unless senders indorse registered or insured parcels to indicate that they do not wish them forwarded to any country other than that of mailing or within the country of original address, they may be forwarded to a third country if they are forwarded as registered or insured mail, as the case may be.

Registered and 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 registered or insured mail, as the case may be. In case of loss, rifling, or damage of a registered or insured parcel forwarded or returned to a third country, indemnity will be paid only in accordance with the stipulations of Article X, section 3 of this agreement.

Indemnity for loss, etc.

Post, p. 2386.

Nondelivery.

Return to sender.

VIII. NONDELIVERY

1. A registered or insured parcel which can not be delivered

plente en la Oficina original de destino quedará sometido, como los paquetes ordinarios, al pago de derechos adicionales, según lo prescrito por cada Administración.

2. Cada vez que un paquete registrado o asegurado fuere cambiado de dirección destinándolo a un nuevo país, éste deberá despacharse en la misma clase de correo en que fué recibido, esto es, como registrado o como asegurado, según el caso, y causará nuevos derechos de registro o aseguramiento, si éstos no hubieran sido previamente cubiertos, que se harán efectivos en el momento de entrega, lo mismo que los postales adicionales en beneficio de la Administración que los recaudare y fijare la cuantía.

3. Los paquetes registrados y los asegurados no serán reexpedidos ni devueltos a otro país, a menos de que se los devuelva como registrados o como asegurados, según sea el caso.

A menos que los remitentes expresen por escrito su deseo de que los paquetes registrados o asegurados no sean reexpedidos a un país que no sea el país de destinación original, los paquetes podrán enviarse a un tercer país, siempre que para ello se observen las formalidades necesarias, relativas a despachos de paquetes registrados, etc.

Los paquetes registrados y los con valor declarado podrán ser reexpedidos al remitente en un tercer país, siempre que se exprese ese deseo por escrito, anotándolo sobre los mismos paquetes, y siempre que se reexpidan como registrados o asegurados. En los casos de pérdida, expoliación o avería de un paquete registrado o asegurado, que ha sido reexpedido o devuelto a un tercer país, las indemnizaciones a percibirse se han de sujetar a las estipulaciones del Art. X, sección 3, de este Convenio.

VIII. FALTA DE ENTREGA

1. Los paquetes postales registrados u otros con aseguramiento,

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

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

que no hubieren sido entregados al destinatario, serán devueltos al remitente (en la misma forma en que fueron recibidos) o sea, como registrados o asegurados, como los paquetes ordinarios que no hayan sido retirados. Se percibirán nuevos derechos de registro o de aseguramiento, según sea el caso, así como también nuevo franqueo que los cubrirá el remitente en beneficio de la Oficina que efectuare el cobro.

2. La Administración de origen será notificada cada vez que un paquete registrado o asegurado, que no ha sido entregado o devuelto, caiga en el caso de ser puesto a disposición o en el de venta por remate.

New postage, fees, etc., required.

Notice of, to country of origin.

IX. RETRANSMISSION

Missent registered or insured parcels shall not be forwarded to their destination unless they are forwarded as registered or insured mail, as the case may be. If they can not be forwarded as registered or insured mail, as the case may be, they shall be returned to the country of origin.

IX. REEXPEDICIONES

Los paquetes registrados o los asegurados recibidos por error, no podrán ser reexpedidos a sus destinaciones respectivas a menos de que se los trate como a tales, es decir, enviándolos como registrados o asegurados. Si no se pudiere cumplir con ese requisito, según sea que se trate de paquetes registrados o asegurados, serán reexpedidos a su origen.

Retransmission.

Provisions for.

X. 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 a registered or 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 re-

X. INDEMNIZACIONES

1. Excepto los casos de pérdida o daño por fuerza mayor (causas independientes de la voluntad), como ese término está definido por las decisiones legales o reglamentos del país en cuyo servicio ocurriere la pérdida o daño, cuando un paquete registrado o asegurado hubiere sido perdido, expoliado o averiado, el remitente o persona autorizada que hiciera el reclamo, tiene derecho a una indemnización que corresponda a la cantidad actual de la pérdida, expoliación o avería de los artículos, basándose en el valor actual y en la época y lugar de depósito del artículo perdido, expoliado o averiado, a menos que la pérdida, expoliación o perjuicio proviniera de la falta de precaución o negligencia del remitente e del destinatario o del representante de

Indemnity.

Allowance to sender.

Limitation.

quired registration or insurance fee was paid in the country of origin.

Agreement of, for delivery in a country not a party hereto.

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 registered or insured parcels, that is, registered or 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 agreement.

Loss by force majeure.

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.

Parcels forwarded to a third country.

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

cualquiera de ellos o de la naturaleza del artículo, siempre que la indemnización no exceda de la suma indicada en el certificado de registro o de aseguramiento y en conformidad con la tasa pagada en el país de origen.

A falta de un arreglo especial en contrario entre los países interesados (acuerdo que puede hacerse por correspondencia), no se pagará indemnizaciones por ninguno de los dos países en concepto de pérdida, expoliación o avería de tránsito de los paquetes registrados o asegurados, esto es, los paquetes registrados o asegurados que originaren en uno de los dos países contratantes o de un tercer país, dirigidos para ser entregados en algún otro país que no formare parte de este Convenio.

2. Ninguna Administración está obligada a pagar indemnizaciones en casos de pérdida o avería provenientes de fuerza mayor, bajo ninguna definición particular de ese término, a menos que la otra administración asumiera recíprocamente responsabilidad bajo las mismas definiciones del término; sin embargo, cualquier país puede, a su juicio, y sin recurrir al otro país, pagar indemnizaciones por pérdidas o perjuicios que pudieren ocurrir, motivados por fuerza mayor, bajo cualquier acepción de este término.

3. En caso de que un paquete registrado o asegurado originario de un país y que estuviere dirigido para ser entregado en el otro país, sea enviado o devuelto desde el país de dirección primitiva a un tercer país el reclamante autorizado, tendrá opción solamente a tal indemnización, si hubiere lugar a ella, por cualquiera pérdida, expoliación o avería que ocurra después de la reexpedición del paquete, en el país de su primitiva destinación y porque el país en el que ocurriere la pérdida, expoliación o avería, deseara o estuviere obligado a cubrir la indemnización de conformidad con algún convenio existente entre los países directamente comprometidos en el envío o retorno. Cualquier país adherido a este Convenio que

responsible therefor to the extent of the liability of the country of origin to the sender within the limit of indemnity fixed by this agreement.

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 registered or insured parcel.

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

6. No indemnity will be paid for registered or insured parcels which contain matter of no intrinsic value nor for registered or 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 agreement, or which were not posted in the manner prescribed, but the country responsible for the loss, rifling, or damage, may pay indemnity in respect of such parcels without recourse to the other Administration.

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 a registered or insured parcel, if claimed. The registration or insurance fees are not in any case returned.

8. No responsibility will be admitted for registered or insured parcels which can not be ac-

impropiamente envía un paquete registrado o asegurado a un tercer país, será responsable por esa causa en proporción a la responsabilidad del país de origen para con el remitente, dentro de los límites de indemnización fijados por el presente Convenio.

4. Ninguna solicitud de indemnización será atendida, a menos de existir un reclamo inicial, oral o escrito, que será hecho por el interesado o por su representante, dentro del año a contarse desde el día siguiente al depósito del paquete registrado o asegurado.

5. No se cubrirá ninguna compensación por la pérdida, avería o perjuicio que proviniere indirectamente de la pérdida, falta de entrega, avería, equivocación en la entrega o demora de algún paquete registrado o asegurado movilizado en el período de vigencia de este Convenio.

6. No se pagará indemnización por los paquetes registrados o asegurados que contuvieren artículos de ningún valor intrínseco, tampoco por los paquetes registrados que contuvieren artículos sujetos a descomposición o de prohibida introducción que se incluyan en los correos de encomiendas a cambiarse entre las Administraciones contratantes, o que no se conformaren a las estipulaciones de este Convenio, o que no hubieren sido depositados en la forma prescrita, pero el país responsable de la pérdida, expoliación o avería, puede, sin embargo, pagar indemnización por dichos paquetes, sin necesidad de recurrir a la otra Administración.

7. Cualquiera de las Administraciones puede, a su juicio reembolsar al verdadero reclamante, en los casos de pérdida completa, avería irremediable de todo el contenido, por la cantidad de los gastos de franqueo o gastos especiales motivados por algún paquete registrado o asegurado que se reclamare. Los derechos de registro o de aseguramiento no serán devueltos en ningún caso.

8. No se admitirá ninguna responsabilidad por los paquetes registrados o asegurados que no

Claims to be filed.

No compensation for indirect loss, etc.

Matter not entitled to indemnity.

Reimbursement of postage, etc., on loss of parcels.

No responsibility admitted if official documents destroyed.

counted for in consequence of the destruction of official documents through causes beyond control.

Reservation in case of false statements, etc.

9. In case the sender, addressee, or owner of a registered or 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.

Administration of origin to pay indemnity within a year.

10. When a registered or 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.

Deferring payments.

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

Payment by country of origin if country of destination delays nine months.

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

puvieran ser tomados en cuenta por motivo de la destrucción de los documentos oficiales, ocasionada por motivos independientes de la voluntad.

9. En caso de que el remitente, destinatario o dueño de un paquete registrado o asegurado, o su representante, en alguna ocasión alegare a sabiendas que el contenido era mayor que su valor real, o cuando se presentaren comprobantes falsos, ficticios o fraudulentos, la Administración responsable del pago de la indemnización, se reservará el derecho, sin necesidad de refundir los derechos de franqueo, para declinar el pago de la indemnización en conformidad con su discreción y juicio y con vista de la evidencia de los hechos. La vigencia de este artículo no podrá obstaculizar cualquier procedimiento judicial que pudiese ocasionar la presentación de documentos fraudulentos a que se hiciera merecedor el falso reclamante.

10. Cuando se perdiere algún artículo asegurado o registrado, o llegare expoliado, la Administración de origen pagará la indemnización al propio reclamante tan pronto como sea posible, a más tardar dentro del período de un año, contado desde la fecha en la que se hubiere presentado la solicitud de reclamación; dicho pago ha de hacerse por cuenta de la Administración destinataria, si ella fuera responsable de la pérdida, expoliación o avería y hubiere sido notificada en tal sentido.

11. Sin embargo, la Administración de origen puede en los casos indicados en la sección anterior, diferir excepcionalmente el pago de la indemnización por un período más largo que el estipulado, si, a la expiración de ese período, no le ha sido todavía posible determinar la disposición que se hubiere dado al artículo que se reclama o la responsabilidad incurrida.

12. Exceptuándose los casos en que se ha diferido el pago, según se declara en la sección precedente, el país de origen está autorizado a pagar las indemniza-

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 the 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 a registered or 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 a registered or 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

ciones por cuenta del país de destinación, si dicho país hubiere dejado pasar nueve meses después de haber sido debidamente informado acerca de la demanda de indemnización, sin arreglar el asunto.

13. La obligación de pagar la indemnización recaerá sobre el país al cual está subordinada la Oficina de depósito. Ese país puede hacer un reclamo al país responsable, o sea a aquel en cuyo territorio o en cuyo servicio la pérdida, expoliación o avería, ha ocurrido.

14. El país responsable por la pérdida, expoliación o avería y por cuya cuenta se hubiere verificado el pago, está obligado a reintegrar al país que ha efectuado el pago por su cuenta, sin demora y dentro de un plazo que no exceda de nueve meses después de recibida la noticia del pago efectuado por ese concepto.

15. Los reembolsos correspondientes a indemnizaciones entre los países han de verificarse a base de oro.

16. Los reembolsos se harán sin costo alguno al país acreedor, bien sea por remesas en giros postales o por letras de cambio, por un valor en dinero que tuviere validez en el país acreedor, o por otros medios que se acordaren mutuamente por correspondencia.

17. Hasta que no se pruebe lo contrario, la responsabilidad por un paquete registrado o asegurado recae sobre el país que habiéndolo recibido sin que merezca la menor observación y que después de habérsele proporcionado los datos necesarios para las investigaciones, no pueda indicar su propia disposición.

18. La responsabilidad por pérdida, expoliación o avería de un paquete registrado o asegurado, comprobada por la Oficina receptora de cambio, en el momento de abrir los receptáculos y que se hubiere notificado debidamente a la Oficina despachadora de cambio, por medio de un boletín de verificación, recaerá sobre la Ad-

Country responsible.

Repayment to country which pays.

Reimbursement on gold basis.

Means to be used.

Responsibility of receiving office.

Dispatching office responsible if loss discovered by receiving office.

is subordinate unless it be proved that the loss, rifling, or damage occurred in the service of the receiving administration.

Sender responsible for properly packing, etc.

19. The responsibility of properly enclosing, packing, and sealing registered and 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.

Matters not provided for.

XI. MATTERS NOT PROVIDED FOR IN THE AGREEMENT

Pan American and Universal Postal Conventions to govern.

1. All matters concerning the exchange, and requests for recall or return of registered or insured parcels, and obtaining and disposition of return receipts therefor, and the adjustment of indemnity claims in connection therewith, not covered by this Agreement shall be governed by the provisions of the Pan-American Parcel Post Convention of Mexico and the Universal Postal Union Convention and the Detailed Regulations for its Execution, respectively, 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, regulations, and rulings of the United States of America and the Republic of Ecuador, according to the country involved, shall govern.

Internal legislation, etc., to govern.

Changes, etc., by mutual correspondence.

2. The Postmaster General of the United States of America and the Director General of Posts of the Republic of Ecuador shall have authority to make from time to time by correspondence such changes and modifications and further regulations of order and detail as may become necessary to facilitate the operation

ministración a la cual la Oficina despachadora se halle subordinada, a menos de que se compruebe que la pérdida, expoliación o avería ha ocurrido en el servicio de la Administración receptora.

19. La responsabilidad de empaquetar con propiedad e incluir totalmente todos los artículos, así como sellar los paquetes registrados y asegurados, depende exclusivamente del remitente, y el servicio postal de ninguno de los países no asumirá responsabilidad por pérdida, expoliación o avería provenientes de defectos que pudieran no ser observados en el momento del depósito.

XI. ASUNTOS NO PREVISTOS EN EL CONVENIO

1. Todos los asuntos relativos al intercambio, solicitudes de nuevo aviso o devolución de paquetes registrados o asegurados, la obtención y disposición de avisos de recepción de los mismos y el arreglo de indemnizaciones que se solicitaren por dichos paquetes, que no se hallaren consultados en este convenio, serán resueltos por las estipulaciones de la Convención Panamericana de Paquetes Postales, firmada en México y de la Convención Postal Universal de Estocolmo y de su Reglamento de Detalle, hasta donde puedan ser éstas aplicables y que no sean incompatibles con las estipulaciones de este Convenio, y luego también para el caso de que no exista otro arreglo regirá la legislación interna, reglamentos y disposiciones dictados por los Estados Unidos y la República del Ecuador, en conformidad con el país interesado.

2. El Director General de Correos de los Estados Unidos de América y el Director General de Correos de la República del Ecuador, quedan autorizados para hacer de acuerdo, cada vez que les pareciere oportuno, y por correspondencia, cambios, modificaciones y más regulaciones de orden y detalle que estimaren

of the services contemplated by this Agreement as well as to provide arrangements for the exchange of parcels subject to collect-on-delivery charges should both countries at any time desire such service.

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 registered and insured mail.

XII. DURATION OF AGREEMENT

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

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

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

3. Done in duplicate and signed at Quito the 11th day of July, 1929, and at Washington the 6th day of August, 1929.

WALTER F. BROWN,
POSTMASTER GENERAL
OF THE UNITED STATES
OF AMERICA.

[SEAL]

necesarias para facilitar la operación del servicio que motiva el presente Convenio, como también para dictar las medidas conducentes a un Convenio de intercambio de paquetes sujetos a las condiciones de contrareembolso, si, por acaso, ambos países desearan establecer ese servicio.

3. Las Administraciones se comunicarán entre ellas, cada vez que juzgaren oportuno, las nuevas disposiciones de sus leyes y reglamentos aplicables a la conducción de paquetes por los correos registrados y asegurados.

XII. DURACIÓN DEL CONVENIO

1. Este Convenio estará en vigencia, y las diversas operaciones de que se ocupa comenzarán a surtir efecto desde la fecha fijada mutuamente entre las dos Administraciones.

2. Permanecerá en vigencia hasta que una de las Administraciones contratantes hubiere notificado a la otra, con seis meses de anticipación, acerca de su intención de terminarlo.

Cualquiera de las dos Administraciones puede suspender temporalmente los servicios de registro y aseguramiento, en su totalidad o en parte, siempre que mediaren razones para ello, o restringirlo tan solo a ciertas Oficinas; para lo cual se han de enviar las notificaciones previas y oportunas de haberse adoptado esa medida a la otra Administración, noticia que se debe enviar por la vía más expedita, si ello fuere necesario.

3. Hecho por duplicado y firmado en Quito, el día jueves 11 de julio de 1929, y en Washington, el día 6 de agosto de 1929.

LUIS FERNANDO RUIZ,
DIRECTOR GENERAL DE
CORREOS DEL ECUADOR.

[SEAL]

Mutual communication of parcel post laws, etc.

Duration of Convention.

Effective date.

Duration.

Temporary suspension of insurance service.

Signatures.

Approval by the
President.

The foregoing Parcel Post Convention between the United States of America and the Republic of Ecuador has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

[SEAL]

HERBERT HOOVER.

By the President:

HENRY L STIMSON,
Secretary of State.

WASHINGTON, August 14, 1929.

Convention between the United States and Mexico further extending duration of the General Claims Commission provided for in the Convention of September 8, 1923. Signed at Mexico City, September 2, 1929; ratified by the President, September 25, 1929, in pursuance of Senate resolution of May 25, 1929; ratified by Mexico, October 4, 1929; ratifications exchanged at Mexico City, October 10, 1929; proclaimed, October 16, 1929.

September 2 1929.

Post, p. 2396.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS, a Convention between the United States of America and the United Mexican States further extending the duration of the Commission constituted pursuant to the Convention concluded between the two Governments on September 8, 1923, for the settlement and amicable adjustment of certain claims therein defined, was concluded and signed by their plenipotentiaries in the city of Mexico on the second day of September, one thousand nine hundred and twenty-nine, the original of which Convention being in the English and Spanish languages is word for word as follows:

Claims convention with Mexico, extending term of the Commission. Preamble.

WHEREAS a convention was signed on September 8, 1923, between the United States of America and the United Mexican States for the settlement and amicable adjustment of certain claims therein defined; and

CONSIDERANDO que el 8 de septiembre de 1923 se firmó una convención entre los Estados Unidos de Norte América y los Estados Unidos Mexicanos para el arreglo y ajuste amistoso de las reclamaciones que en ella se definen; y

Vol. 43, p. 1730.

WHEREAS under Article VI of said Convention the Commission constituted pursuant thereto is bound to hear, examine and decide within three years from the date of its first meeting all the claims filed with it, except as provided in Article VII; and

CONSIDERANDO que según el Artículo VI de dicha convención la Comisión que según aquella se constituyó está obligada a oír, examinar y decidir dentro de los tres años después de la fecha de su primera junta todas las reclamaciones presentadas ante ella, excepto lo que previene el Artículo VII; y

Vol. 43, p. 1734.

WHEREAS by a convention concluded between the two Governments on August 16, 1927, the time for hearing, examining and deciding the said claims was extended for a period of two years; and

CONSIDERANDO que el día 16 de agosto de 1927 se concluyó una convención entre ambos Gobiernos extendiendo por un período de dos años el plazo para oír, examinar y decidir dichas reclamaciones; y

Vol. 43, p. 1735.

Vol. 45, p. 2453.

WHEREAS it now appears that the said Commission can not hear, examine and decide such claims within the time limit thus fixed;

CONSIDERANDO que ahora resulta que dicha Comisión no puede oír, examinar y decidir tales reclamaciones dentro de ese plazo;

The President of the United States of America and the Presi-

El Presidente de los Estados Unidos de Norte América y el

Contracting Powers.

dent of the United Mexican States are desirous that the time thus fixed for the duration of the said Commission should be further extended, and to this end have named as their respective plenipotentiaries, that is to say:

Plenipotentiaries.

The President of the United States of America, Herschel V. Johnson, Chargé d'Affaires ad interim of the United States of America in Mexico; and

The President of the United Mexican States, Señor Genaro Estrada, Under Secretary of State in charge of Foreign Affairs;

Who, after having communicated to each other their respective full powers found in good and due form, have agreed upon the following Articles:

ARTICLE I.

The High Contracting Parties agree that the term assigned by Article VI of the convention of September 8, 1923, as extended by Article I of the convention concluded between the two Governments on August 16, 1927, for the hearing, examination and decision of claims for loss or damage accruing prior to September 8, 1923, shall be and the same hereby is further extended for a time not exceeding two years from August 30, 1929, the day when, pursuant to the provisions of the said Article I of the convention concluded between the two Governments on August 16, 1927, the functions of the said Commission would terminate in respect of such claims; and that during such extended term the Commission shall also be bound to hear, examine and decide all claims for loss or damage accruing between September 8, 1923, and August 30, 1927, inclusive, and filed with the Commission not later than August 30, 1927.

Presidente de los Estados Unidos Mexicanos, deseando que se prorogue nuevamente el plazo así fijado para la duración de dicha Comisión, han nombrado como a sus Plenipotenciarios respectivos:

El Presidente de los Estados Unidos de Norte América al Señor Herschel V. Johnson, Chargé d'Affaires ad-interim de los Estados Unidos de Norte América en México; y

El Presidente de los Estados Unidos Mexicanos al Señor Genaro Estrada, Sub-secretario de Relaciones Exteriores, Encargado el Despacho;

Quienes, después de haberse comunicado mutuamente sus Plenos Poderes respectivos, hallándolos en buena y debida forma, han convenido en los siguientes Artículos;

ARTICULO I.

Las Altas Partes Contratantes convienen en que el plazo designado por el Artículo VI de la convención del 8 de septiembre de 1923, según quedó extendido por el Artículo I de la convención concluída entre los dos Gobiernos el 16 de agosto de 1927, para la audiencia, examen y decisión de reclamaciones por pérdida o daños acaecidos antes del 8 de septiembre de 1923, se prorogue, y por la presente nuevamente se proroga, durante un plazo que no exceda de dos años, contados desde el 30 de agosto de 1929, día en que, según las disposiciones de dicho Artículo I de la convención concluída entre los dos Gobiernos el 16 de agosto de 1927, terminarían las funciones de tal Comisión, por lo que toca a esas reclamaciones; y que durante el término de esta prórroga, la Comisión continuará obligada a oír, examinar y decidir cualesquiera reclamaciones por pérdida o daños acaecidos entre el 8 de septiembre de 1923 y el 30 de agosto de 1927, inclusive, siempre que hayan sido presentadas a la Comisión en fecha no posterior al 30 de agosto de 1927.

Time further extended for consideration of claims.

Vol. 43, p. 1730.

Vol. 45, p. 2453.

It is agreed that nothing contained in this Article shall in any wise alter or extend the time originally fixed in the said convention of September 8, 1923, for the presentation of claims to the Commission, or confer upon the Commission any jurisdiction over any claim for loss or damage accruing subsequent to August 30, 1927.

Se conviene, además, en que nada de lo contenido en este Artículo altera o prorroga en modo alguno, el plazo fijado originariamente en dicha Convención del 8 de septiembre de 1923 para la presentación de reclamaciones a la Comisión, ni confiere a ésta jurisdicción alguna sobre reclamaciones por pérdida o daños ocurridos con posterioridad al 30 de agosto de 1927.

Limitation.

ARTICLE II.

The Present Convention shall be ratified and the ratifications shall be exchanged in the City of Mexico as soon as possible.

In witness whereof the above mentioned Plenipotentiaries have signed the same and affixed their respective seals.

Done in duplicate in the City of Mexico in the English and Spanish languages, this second day of September in the year one thousand nine hundred and twenty nine.

ARTICULO II.

Esta Convención se ratificará en cuanto sea posible, canjeándose las ratificaciones en la ciudad de México.

En testimonio de lo cual, los supradichos Plenipotenciarios la han firmado, fijando en ella sus sellos respectivos.

Hecha por duplicado, en inglés y en castellano, en la ciudad de México el día dos de septiembre del año de mil novecientos veintinueve.

Exchange of ratifications.

Signatures.

HERSCHEL V JOHNSON [SEAL]
G ESTRADA [SEAL]

AND WHEREAS, the said Convention has been duly ratified on both parts and the ratifications of the two Governments were exchanged in the city of Mexico on the tenth day of October, one thousand nine hundred and twenty-nine;

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this sixteenth day of October in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

Ratifications exchanged.

Proclamation.

HERBERT HOOVER

By the President:
HENRY L STIMSON
Secretary of State.

S. Res. 73.

IN THE SENATE OF THE UNITED STATES.
May 16 (calendar day, May 25), 1929.

Resolution of the Senate authorizing negotiation of the Convention.

Whereas it is provided by Article I of the convention concluded between the United States and Mexico on August 16, 1927, extending the duration of the General Claims Commission provided for in the convention of September 8, 1923, that "the term assigned by Article VI of the convention of September 8, 1923, for the hearing, examination, and decision of claims for loss or damage accruing prior to September 8, 1923, shall be, and the same hereby is, extended for a time not exceeding two years from August 30, 1927, the day when, pursuant to the provisions of the said Article VI, the functions of the said commission would terminate in respect of such claims"; and

Whereas it is further provided by Article I of the convention of August 16, 1927, that "during such extended term the commission shall also be bound to hear, examine, and decide all claims for loss or damage accruing between September 8, 1923, and August 30, 1927, inclusive, and filed with the commission not later than August 30, 1927"; and

Whereas it is provided by Article VII of the special claims convention concluded between the United States and Mexico on September 10, 1923, that the commission created pursuant thereto to pass on claims to which the convention relates "shall be bound to hear, examine, and decide, within five years from the date of its first meeting, all the claims filed"; and

Whereas by the terms of the said Article VII of the convention of September 10, 1923, the functions of the said commission would terminate in respect to such claims on August 17, 1929; and

Whereas it has been brought to the knowledge of the Senate that it will not be possible for the said commissions to hear, examine, and decide in the manner contemplated by the said conventions within the times specified therein all the claims which have been filed with said commissions in accordance with the terms of the conventions; and

Whereas it is in the interest of both Governments fully to hear, judicially determine, and settle all such claims: Therefore be it

Resolved, That the President is requested, in his discretion, to negotiate and conclude with the Mexican Government such agreement or agreements as may be necessary and appropriate for the further extension of the duration of the General Claims Commission provided for by the convention of September 8, 1923, and of the Special Claims Commission provided for by the convention of September 10, 1923, between the United States and Mexico in order to permit of the hearing, examination, and decision of all claims within the jurisdiction of said commissions under the terms of said conventions, and to make such further arrangement as in his judgment may be deemed appropriate for the expeditious adjudication of said claims.

Passed the Senate May 25, 1929.

Attest:

EDWIN P. THAYER, *Secretary*.

Parcel Post convention between the United States of America and Italy. Signed at Washington, October 11, 1929; approved by the President, October 18, 1929.

October 11, 1929.

**PARCEL POST CONVENTION
BETWEEN ITALY AND
THE UNITED STATES OF
AMERICA**

**ACCORDO PER IL SERVIZIO
DEI PACCHI POSTALI TRA
L'ITALIA E GLI STATI
UNITI D'AMERICA.**

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 Italy, the undersigned, Walter F. Brown, Postmaster General of the United States of America, and Sen. Nobile Giacomo de Martino, Royal Italian Ambassador in Washington, by virtue of authority vested in them, have agreed upon the following articles:

Allo scopo di concludere accordi per il cambio dei pacchi postali, tra gli Stati Uniti d'America (compresi: Alaska, Hawaii, Porto Rico, Guam, Samoa, e le isole Vergini degli Stati Uniti) e l'Italia, — i sottoscritti, Walter F. Brown, Direttore Generale delle Poste degli Stati Uniti di America, e Sen. Nobile Giacomo de Martino, Ambasciatore di S. M. il Re d'Italia a Washington, in virtù dei poteri loro conferiti hanno approvato i seguenti articoli:

Parcel post convention with Italy. Preamble.

1. Limits of Weight and Size.

1. Limiti del peso e delle dimensioni.

Limits of weight and size.

1. No parcel shall exceed 22 pounds (10 kilograms) in weight, three feet six inches (105 centimeters in length, or six feet (180 centimeters) in length and girth combined.

1. Nessun pacco potrà eccedere il peso di 22 libbre o 10 chilogrammi, nè la dimensione di tre piedi e sei pollici o 105 centimetri; oppure complessivamente sei piedi o 180 centimetri sommando insieme la lunghezza e il giro preso in senso diverso dalla lunghezza.

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

2. Per quanto riguarda il calcolo del peso e delle dimensioni dei pacchi è accettato quello seguito dalla Amministrazione del paese di origine, salvo errore evidente.

2. Preparation of Parcels

2. Formazione dei Pacchi

Preparation of parcels.

1. The name and address of the sender and of the addressee must be legibly and correctly

1. Il nome e l'indirizzo del mittente e del destinatario debbono essere scritti in modo chiaro e

Addressing requirements.

written in every case when possible on the parcel itself, or on a label gummed thereto, and must also be written on a separate slip, which slip must be enclosed in the package.

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.

Customs declaration.

2. The sender shall prepare one customs declaration for each parcel, upon a special form provided for the purpose, giving a general description of the parcel and detailed information as to its contents, gross weight and value, and indicating the names and addresses of the sender and addressee and date of mailing.

The declaration accompanies the parcel, or is securely attached thereto.

The sender shall also prepare one dispatch note for each parcel, upon a special form provided for the purpose, indicating the office of mailing, the name and address of the sender, the number of customs declarations, the weight of the parcel, the postage paid, the name and address of the addressee, and the office of destination; and in the case of insured parcels, the office of mailing indicates thereon the number given the parcel.

The dispatch note accompanies the parcel or is securely attached thereto.

No official responsibility for correctness.

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

Packing requirements.

4. Every parcel shall be packed in a manner adequate for the length of the journey and for the protection of the contents.

The parcels must be closed and securely sealed with wax, or otherwise, but the country of

correttamente, sul pacco stesso quando è possibile oppure su di un'etichetta attaccata al pacco. Debbono essere anche scritti su di un foglietto separato da includersi nel pacco.

I pacchi non sono accettati se spediti con le sole iniziali del mittente o del destinatario, a meno che tali iniziali non siano il nome commerciale del mittente o del destinatario.

Gl' indirizzi con matita ordinaria non sono ammessi; ma la matita copiativa o indelebile può essere usata per scrivere gl' indirizzi sopra una superficie precedentemente inumidita.

2. Il mittente deve preparare una dichiarazione doganale per ogni pacco su di un apposito modulo, descrivendovi sommariamente il pacco e, in modo particolareggiato, il suo contenuto, il peso lordo e valore, e indicandovi il nome e l'indirizzo tanto del mittente che del destinatario, e la data d'impostazione.

La dichiarazione accompagna il pacco od è fortemente attaccata su di esso.

Il mittente deve preparare anche un bollettino di spedizione per ogni pacco sopra un apposito modulo, indicandovi l'ufficio di spedizione, il nome e l'indirizzo del mittente, il numero delle dichiarazioni doganali, il peso del pacco, la tassa pagata, il nome e l'indirizzo del destinatario e l'ufficio di destinazione e, nel caso di pacchi assicurati, l'ufficio di impostazione vi indica il numero dato al pacco.

Il bollettino accompagna il pacco od è accuratamente attaccato su di esso.

3. Le Amministrazioni non accettano alcuna responsabilità per la irregolare compilazione delle dichiarazioni doganali e dei bollettini di spedizione.

4. Ogni pacco deve essere confezionato in modo adeguato alla lunghezza del viaggio e alla protezione del suo contenuto.

I pacchi debbono essere chiusi e accuratamente suggellati con ceralacca, o in altro modo, ma il

destination shall have the right to open them (including the right to break the seals) in order to inspect the contents. Parcels which have been so opened shall be closed again and officially sealed.

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

5. The value of the articles contained in an insured parcel shall not be written on the parcel, but only on the customs declaration. However, parcels of Italian origin may bear the indication of the insured value.

6. 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".

7. The labels or stamps on insured parcels must be so placed that they can not serve to conceal injuries to the covers.

They must not be folded over two sides of the cover so as to hide the edge.

8. 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 cardboard or strong fibreboard or receptacle of equal strength) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.

9. Powders and dyes in powder form must be packed in lead-sealed metal containers, which

Paese di destinazione ha il diritto di aprirli (compreso il diritto di rompere i suggelli) allo scopo di verificarne il contenuto. I pacchi che sono stati aperti sono chiusi di nuovo e suggellati d'ufficio.

Ciascuna Amministrazione può richiedere, come mezzo di salvaguardia, una speciale impronta o contrassegno del mittente nei suggelli dei pacchi assicurati impostati nel suo servizio.

5. Il valore degli oggetti contenuti in un pacco assicurato non sarà scritto su di esso ma soltanto annunciato sulla dichiarazione doganale. Però i pacchi di origine italiana potranno portare la indicazione del valore assicurato.

6. Ciascun pacco assicurato deve avere l'etichetta o il bollo "Assicurato" in modo ben visibile dal lato dell'indirizzo e vicino al numero del pacco.

La dichiarazione doganale, se non è ingommata sul pacco, e il bollettino di spedizione, devono anche avere, mediante bollo, cartellino o stampa, l'indicazione "Assicurato".

7. I cartellini o i francobolli applicati ai pacchi assicurati debbono essere posti in modo da non poter nascondere alterazioni degli involucri.

Essi non devono essere applicati su due lati in modo da coprire lo spigolo dell'imballaggio.

8. I liquidi, o qualsiasi sostanza facile a liquefarsi, debbono essere posti in doppio recipiente. Tra il primo recipiente (bottiglia, fiasco, vaso, scatola, ecc.) e il secondo, (forte scatola di metallo o di legno, forte cartone ondulato, o forte cartone di fibra, o recipiente di eguale robustezza) deve essere lasciato uno spazio che sarà riempito di segatura, crusca o di qualunque altra sostanza atta e sufficiente ad assorbire tutto il liquido, in caso di rottura.

9. Le polveri e i colori in polvere debbono essere posti in recipienti di metallo saldati e

Value of contents not to be stated.

Stamped label.

Placing of stamps.

Containers for liquids, etc.

Powders, etc.

containers, must be inclosed in substantial outer covers, so as to afford the utmost protection to the accompanying mail matter.

questi messi in solide cassette per ottenere la massima protezione degli altri invii postali.

Postage and fees.	3. Postage and Fees.	3. Francatura e tasse.
Collection from sender.	1. The Administration of origin is authorized to collect from the senders, at the time of mailing of a parcel, the postage and fees indicated below, which shall be fixed from time to time in accordance with their own regulations:	1. L'Amministrazione d'origine è autorizzata a percepire dai mittenti, all'atto della impostazione di un pacco le tasse e i diritti appresso indicati da stabilirsi, di volta in volta, secondo i propri regolamenti;
Weight.	(a) a postage charge for each parcel in accordance with its weight;	(a) una tassa di spedizione per ogni pacco a seconda del peso;
Insurance fee.	(b) a fee proportional to the amount of the insurance;	(b) un diritto proporzionale all'importo della assicurazione;
Return receipt.	(c) a fixed charge for a return receipt, if requested.	(c) un diritto fisso, se richiesta la ricevuta di ritorno.
Requests for information.	2. A special charge is collected for requests for information concerning the disposal of a parcel made after it has been posted.	2. È percepita una tassa speciale per le domande d'informazioni circa l'esito di un pacco, presentate dopo la sua impostazione.
Prohibitions.	4. Prohibitions.	4. Divieti.
Articles specified.	1. The following articles are prohibited transmission by parcel post:	1. È vietata la spedizione dei seguenti oggetti a mezzo di pacco postale:
Letters, etc.	(a) A letter or a communication having the nature of a letter.	(a) Lettere, o comunicazioni aventi carattere di corrispondenza.
	Nevertheless it is permitted to enclose in a parcel an open invoice, confined to the particulars which constitute an invoice.	È permesso però d'includere in un pacco una fattura aperta e nei limiti delle sue caratteristiche.
With different address.	b) an enclosure which bears an address different from that placed on the cover of the parcel.	b) oggetti che portino un indirizzo diverso da quello del pacco.
Live animals.	c) any live animal.	c) qualsiasi animale vivo.
Admission not authorized.	d) any article of which the admission is not authorized by the Customs or other laws or regulations in force in either country.	d) qualsiasi articolo del quale l'importazione non sia autorizzata dalla dogana o da altre leggi o regolamenti in vigore in ciascuno dei due Paesi.
Explosives.	e) any explosive or inflammable article, and, in general, any article of which the conveyance is dangerous.	e) tutti gli esplosivi o materie infiammabili, e in generale, qualsiasi oggetto il cui trasporto sia pericoloso.
Erroneous transmissions.	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.	2. Quando un pacco che contravenga ad alcuna di queste proibizioni è spedito da una Amministrazione all'altra questa ultima procede secondo le sue leggi e i suoi regolamenti interni.

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.

3. Le due Amministrazioni postali si scambieranno un elenco degli oggetti proibiti, ma esse non assumono in conseguenza alcuna responsabilità, verso la polizia, le Autorità doganali, o i mittenti.

List of prohibited articles to be furnished.

5. Certificates of Mailing.

To the sender of an insured parcel, the office of mailing gives a certificate of mailing or an insurance receipt.

To the sender of an ordinary parcel, it may give a certificate of mailing.

For such receipts or certificates, the Administration of origin may collect a reasonable charge.

5. Ricevute di impostazione

Al mittente di un pacco assicurato l'ufficio d'impostazione dà una ricevuta di spedizione o un certificato di assicurazione.

Al mittente di un pacco ordinario può dare una ricevuta d'impostazione.

Per tali ricevute o certificati l'Amministrazione di origine può percepire una ragionevole tassa.

Certificates of mailing.

Furnished to sender.

Charge therefor.

6. 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 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, 2000 lire, when mailed in Italy.

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, 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

6. Assicurazione.

1. Il mittente di un pacco può assicurarlo pagando, oltre la franchitura ordinaria, una tassa speciale di assicurazione stabilita dal paese di origine. Nel caso di perdita, manomissione o avaria, gli sarà pagata per l'ammontare attuale (in base al reale valore all'epoca dell'impostazione) della perdita, manomissione o avaria una indennità per una somma non eccedente i 100 dollari oro, se il pacco è impostato negli Stati Uniti d'America o per una somma di Lire it. 2000 se il pacco è impostato in Italia.

In nessun caso l'indennità può superare il reale valore del contenuto del pacco.

Entrambe le Amministrazioni si riservano il diritto di stabilire con accordi a mezzo corrispondenza, un maggiore o minore limite d'indennità, di quello stabilito in questa convenzione.

2. È obbligatoria l'assicurazione di tutti i pacchi che contengono monete, oro e argento in verghe, gioie o qualsiasi altro oggetto prezioso.

Se un pacco contenente gli oggetti di cui sopra è spedito non assicurato, esso viene assicurato dal primo ufficio che si accorge del fatto, ed è trattato in con-

Insurance.

Fee required.

Indemnity limited.

Other limits by agreement.

Coin, Jewelry, etc.

- 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.
- Fees for indemnity.** 3. The Administration of origin is entitled to fix its own fees for different limits of indemnity within the maximum provided.
- Return receipts and inquiries.** 7. Return Receipts and Inquiries.
- Issued on insured parcels only. 1. A return receipt may be requested only for an insured parcel.
- Marking of requests.** On the parcels and on the dispatch notes shall be placed the conspicuous notation "Return Receipt", or simply "A. R."
- Requests for information.** 2. Requests for information as to the disposal made of a parcel for which a return receipt was requested are exempted from the fixed charge mentioned in Article 3.
- Ante*, p. 2400.
- Exchange of parcels.** 8. Method of Exchange of Parcels.
- Sealed sacks.** 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.
- Insured parcels.** 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.
- Billing of parcels.** 9. Billing of Parcels.
- Uninsured parcels.** 1. The ordinary (uninsured) parcels included in each dispatch shall be advised on a parcel bill either individually or by the simple entry of their total number, as agreed between the two Administrations.
- Separate bills for each class.** 2. Ordinary and insured parcels shall each be entered on separate parcel bills. Insured
- formità delle norme vigenti nel paese che opera l'assicurazione.
3. L'Amministrazione di origine è autorizzata a stabilire le sue proprie tasse per i differenti limiti di indennità entro il massimo stabilito.
7. Ricevute di ritorno e reclami.
1. La ricevuta di ritorno può essere chiesta solo per i pacchi assicurati.
- Sui pacchi e sui bollettini deve essere apposta l'indicazione appariscente: "Ricevuta di Ritorno" oppure "R. R."
2. Le domande per conoscere la sorte di un pacco spedito con ricevuta di ritorno sono esenti dal diritto fisso di cui all' articolo 3.
8. Cambio dei pacchi.
1. I pacchi sono scambiati in sacchi regolarmente legati e suggellati dagli uffici designati d'accordo tra le due Amministrazioni, e sono spediti al paese di destinazione a spese di quello di origine con i mezzi di cui esso dispone.
2. I pacchi assicurati sono inclusi in sacchi separati da quelli nei quali sono inclusi i pacchi ordinari, e le etichette dei sacchi che contengono pacchi assicurati debbono essere munite di distintivo speciale giusta accordi da prendersi di tempo in tempo.
9. Inscrizione dei pacchi.
1. I pacchi ordinari (non assicurati) inclusi in ogni dispaccio, sono annunciati sul foglio di via o singolarmente o con la semplice annotazione del loro numero totale, secondo accordi fra le due Amministrazioni.
2. I pacchi ordinari e quelli assicurati sono registrati in separati fogli di via. I pacchi assi-

parcels 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 and that of destination.

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 for which provision is not made above, shall be settled by mutual agreement through correspondence between the two Administrations.

10. Charges.

1. For every parcel, whether ordinary or insured, dispatched from one Administration to the other, that of origin pays the corresponding Administration a terminal charge fixed by mutual agreement between the two Administrations. The terminal charge will be fixed in proportion to the weights of 1 kg (2 pounds), 1 to 5 kg. (11 pounds), and 5 to 10 kg. (22 pounds).

Moreover, for every insured parcel, without regard to the weight or insured value, the Administration of origin pays the corresponding Administration an additional charge.

2. The sums to be paid for parcels sent from one Administration to the other for retransmission to a possession of one of the two Administrations, or to a third country, are fixed by the intermediary Administration.

curati sono sempre descritti singolarmente. La descrizione indica, rispetto a ciascun pacco assicurato, il numero di assicurazione, e l'ufficio (e lo Stato o Paese) d'origine e quello di destinazione.

3. La descrizione sul foglio di via di ciascun pacco rinviato è seguita dalla parola "Rinviato."

4. Ciascun ufficio di cambio speditore, numera i fogli di via all'angolo sinistro superiore, cominciando ogni anno una nuova serie rispetto a ciascun ufficio di cambio di destinazione.

L'ultimo numero della serie di un anno è annotato nel foglio di via della prima spedizione dell'anno seguente.

5. Con accordi reciproci, a mezzo di corrispondenza, le due Amministrazioni fissano l'esatto metodo di annunciare i pacchi o i recipienti che li contengono, spediti da una Amministrazione in transito ad un'altra, come pure qualsiasi dettaglio di procedura non previsto negli articoli precedenti, per l'annuncio di tali pacchi o recipienti.

10. Bonificazioni.

1. Per ogni pacco sia ordinario che assicurato spedito dall'una all'altra Amministrazione, quella di origine bonifica a quella corrispondente un diritto terminale stabilito di comune accordo fra le due Amministrazioni. Il diritto terminale sarà fissato in rapporto al peso fino ad 1 kg (due libbre), oltre 1 fino a 5 kg. (11 libbre) oltre 5 fino a 10 kg. (22 libbre).

Inoltre per ogni pacco assicurato, senza riguardo al peso o alla somma assicurata, l'Amministrazione di origine bonifica a quella corrispondente un diritto addizionale.

2. Le somme da essere bonificate per i pacchi spediti da una Amministrazione all'altra per l'inoltro ad un possedimento di una delle due Amministrazioni, o a un terzo paese, sono fissate dall'Amministrazione intermedia-
ria.

Returned parcels.

Numbering by dispatching office.

Articles in transit.

Charges.

Rates between Administrations.

Terminal charges.

Insured parcels.

Transmitted to other countries.

Parcels returned or redirected in transit.

3. In the case of a parcel returned or redirected in transit from one of the two Administrations to the other, the intermediary Administration may also claim the sums due to it, for all other transportation effected by land or sea, as well as those due to any other Administration or Administrations concerned.

3. Nel caso di un pacco rinviato o rispedito in transito da una delle due Amministrazioni all'altra, l'Amministrazione intermediaia può richiedere anche le somme dovutele per ogni altro trasporto eseguito per terra o per mare come pure quelle dovute a qualsiasi altra Amministrazione o Amministrazioni interessate.

Retention of sums collected.

4. For each parcel returned or redirected unprepaid from one Administration to the other, the Administration returning or redirecting the parcel is authorized to claim the payment of a charge which may in no case exceed that for the dispatch of the parcel.

4. Per ogni pacco che sia ritornato o rispedito non francato, da una delle due Amministrazioni all'altra, l'Amministrazione che rinvia o rispedisce il pacco, è autorizzata a richiedere il pagamento di una tassa che non può, in alcun caso, superare quella di spedizione del pacco.

Check by office of exchange.

11. Check by Office of Exchange.

11. Verificazione da parte degli uffici di cambio.

Duty of receiving office.

1. On the receipt of a parcel mail, the receiving office of exchange shall check it.

1. Nel ricevere una spedizione di pacchi l'ufficio di cambio destinatario ne riscontra il contenuto.

The insured parcels must be carefully compared with the accompanying bills.

I pacchi assicurati debbono essere attentamente riscontrati con le indicazioni del foglio di via.

Report of discrepancies.

Any discrepancies or irregularities noted shall be immediately reported to the dispatching office of exchange by means of a bulletin of verification.

Qualsiasi differenza o irregolarità deve essere immediatamente notificata all'ufficio di cambio speditore, a mezzo di un bollettino di verificazione.

In case of loss, rifling, or damage of an insured parcel, the bulletin of verification shall be accompanied by the relative sack and by the fastening (strap, string, lead seal, label), if useful and if available.

Nel caso di mancanza, manomissione od avaria di un pacco assicurato, il bollettino di verificazione deve essere accompagnato dal sacco relativo e dal materiale di chiusura (collare, spago, piombo, etichetta), se utili e se disponibili.

If report is not made promptly, it will be assumed that the mail and the accompanying bills were in every respect in proper order.

Se il rilievo non è fatto subito, si presumono regolari sotto ogni rapporto la spedizione ed i fogli di accompagnamento.

Record to be kept.

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.

2. Quando sono riscontrate differenze o irregolarità nella spedizione, i documenti debbono essere conservati per fornire informazioni a qualsiasi futura indagine che possa essere fatta in seguito a reclami per indennità.

Duplicate parcel bill.

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

3. Qualora manchi un foglio se ne compila subito uno d'ufficio, spedendone copia all'ufficio di cambio, dal quale pervenne il dispaccio.

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.

4. Sui pacchi assicurati portanti tracce evidenti di manomissione, od avarie, deve essere fatta opportuna annotazione munita del bollo dell'ufficio che rilevò il fatto, oppure a corredo del pacco deve essere messo un documento che richiami l'attenzione sulla violazione o sulla avaria.

Notice, etc., of damage, etc.

12. Transit parcels.

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

2. Each Administration shall inform the other to which countries 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.

12. Transito dei pacchi.

1. Ciascuna Amministrazione contraente garantisce all'altra il diritto di transito sul proprio territorio dei pacchi da e per i Paesi con i quali abbia cambio di pacchi postali.

2. Ciascuna Amministrazione notifica all'altra quali siano i Paesi ai quali i pacchi possono essere spediti in transito per il suo territorio.

3. Per essere ammessi all'ulteriore trasmissione i pacchi spediti da una delle Amministrazioni contraenti, in transito per il territorio dell'altra Amministrazione, debbono soddisfare alle condizioni stabilite di volta in volta dall'Amministrazione intermediaria.

Transit parcels.

Right of transit guaranteed.

Notice.

Conditions to be complied with.

13. Fees for Delivery and for Customs Formalities. Demurrage Charges.

1. Either Administration, in accordance with its own regulations, may collect from the addressees equitable fees for customs formalities, for delivery at the addressee's residence, and for the storage of uncalled-for parcels.

2. Such fees are likewise chargeable against the parcels in case of forwarding or return.

13. Tasse per la Consegna e per le Formalità Doganali. Diritti di Custodia.

1. Ciascuna Amministrazione secondo i propri regolamenti può percepire dai destinatari equi diritti per le formalità doganali, per il recapito a domicilio e per la custodia dei pacchi non ritirati.

2. Tali diritti anche in caso di rispedizione o di rinvio restano a carico dei pacchi.

Fees.

For customs delivery.

For redirection.

14. 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

14. Diritti Doganali.

I pacchi sono soggetti, nel paese di destinazione, a tutti i diritti e a tutti i regolamenti doganali in vigore in quel paese per la protezione dei suoi proventi doganali, e i diritti doganali regolarmente applicati sono riscossi alla consegna in confor-

Customs duties.

Collection on delivery.

accordance with the customs regulations of the country of destination.

mità dei regolamenti del paese di destinazione.

Other charges.

15. Postal Charges other than those Prescribed not to be Collected.

15. Divieto di riscuotere tasse oltre quelle stabilite.

Not allowed.

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

I pacchi ai quali questa Convenzione si applica non sono soggetti a nessun'altra tassa oltre quelle indicate nei diversi articoli.

Redirection.

16. Redirection.

16. Rispedizioni.

Charges, as prescribed.

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.

1. Ogni pacco rispedito nell'ambito del Paese di destinazione o consegnato ad un destinatario diverso da quello primitivo, è passibile di una tassa supplementare che è stabilita dall'Amministrazione del paese destinatario.

Collection of new fees.

2. When a parcel is redirected from one country to the other, 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. Besides such charges, the amounts due to the redispaching Administration are collected.

2. Quando un pacco è rispedito dall'uno all'altro Paese, all'atto della consegna si riscuote, se non pagata in anticipo, una nuova tassa di francatura come anche un nuovo diritto di assicurazione in caso di pacchi assicurati (i quali, se rispediti, devono essere inoltrati con le stesse formalità con le quali furono ricevuti). Oltre tali tasse sono riscosse le spese e diritti addebitati dalla Amministrazione rispeditrice.

Restrictions, etc., on forwarding to any other country.

3. Insured parcels may not be forwarded or returned to another country, unless they are forwarded or returned as insured mail. The senders may indicate, on insured parcels: "Not to be forwarded to a third country"; in which event the parcels may not be redispached to any other country. Except in cases where such parcels bear the note that the senders do not desire them redispached to a country other than that of origin or the country of first destination, they may be forwarded to a third country as insured parcels. Insured parcels may be returned to the sender in a third country in accordance with a similar indication on the parcels, provided that they can be returned as insured. In case of loss, rifling or damage of in-

3. I pacchi assicurati non possono essere rispediti ad altro paese, a meno che essi non siano rispediti o rinviati come assicurati. Gli speditori possono indicare sui pacchi assicurati: "Da non ripedito ad un terzo Paese" nel qual caso i pacchi non potranno essere rispediti ad alcun altro Paese. Eccettuato il caso che tali pacchi portino l'indicazione che gli speditori non desiderano che essi siano rispediti ad un Paese diverso da quello di origine o al Paese di destinazione primitiva, essi possono essere rispediti a un terzo Paese con le formalità dei pacchi assicurati. I pacchi assicurati possono essere rinviati allo speditore in un terzo Paese in conformità di analoga indicazione sui pacchi, purchè possano essere rinviati come assicurati.

sured parcels dispatched or returned to a third country, equitable indemnity will be paid in accordance with the provisions of Article 21, Section 3, of this Convention.

In caso di perdita, manomissione od avaria di pacchi assicurati spediti o rinviati ad un terzo Paese sarà corrisposta un'indennità giusta le disposizioni dell'Articolo 21, par. 3, di questo Accordo.

Post, p. 2410.

17. Retransmission of Missent Parcels.

17. Rispedizioni provocate da errori.

Retransmission.

1. Missent ordinary parcels shall be forwarded to their destination by the most direct route at the disposal of the reforwarding Administration but must not be marked with customs or other charges by the reforwarding Administration.

1. I pacchi ordinari disguidati sono spediti alla loro destinazione per la più breve via a disposizione della Amministrazione rispeditrice, ma non sono gravati di diritti doganali o di altre tasse dall'Amministrazione rispeditrice.

Provisions for Ordinary parcels.

Missent insured parcels shall not be reforwarded to any foreign country, in the absence of special agreement to the contrary, but shall be returned to the country of origin in the same kind of mail as received.

I pacchi assicurati disguidati non sono rispediti ad alcun Paese estero, quando mancano accordi speciali in contrario, sono però rinviati all'Amministrazione di origine con le stesse formalità con le quali furono ricevuti.

Insured parcels.

In the event of return to origin, the payments received (see Article 10) are returned; in other cases, if the amount of the payments received is not sufficient to cover the cost of the redirection, the reforwarding Administration pays to the Administration to which it delivers the parcel the charges which are due to it, and at the same time takes credit for the amount which it has paid out against the exchange office from which it received the parcel.

Nei casi di rinvio all'origine si restituiscono le bonificazioni ricevute (V. Articolo 10); negli altri casi e se l'importo delle bonificazioni ricevute è insufficiente per coprire le spese della rispedizione, l'Amministrazione rispeditrice bonifica a quella cui rimette il pacco, i diritti che le spettano e, in pari tempo, si accredita della somma di cui rimane allo scoperto conteggiandola a carico dell'ufficio di cambio da cui ebbe il pacco.

Payments.

Art. p. 2403.

2. When a parcel must be returned to origin as a result of an error chargeable to the postal service, the reforwarding Administration returns the payments which it has received to the corresponding Administration.

2. Quando un pacco si deve rinviare all'origine in conseguenza di un errore imputabile al servizio postale, l'Amministrazione rispeditrice restituisce a quella corrispondente le bonificazioni ricevute.

Error by postal service.

If, however, the return was caused by an error on the part of the sender or by one of the prohibitions set forth in Article 4, the transportation charges are charged against the sender.

Se invece il rinvio è causato da un errore del mittente o da uno dei divieti previsti all'Articolo 4 del presente Accordo, le spese di trasporto sono a carico del mittente.

By sender, etc.

Art. p. 2400.

18. Recall and change of Address.

18. Rinvio e cambio di indirizzo.

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 re-

Finchè un pacco non è stato consegnato al destinatario, il mittente può richiamarlo o può farne cambiare l'indirizzo. Le

Request of sender.

quests 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.

domande di rinvio o di cambiamento dell'indirizzo, che debbono essere conformi alle norme dei regolamenti interni delle Amministrazioni contraenti, debbono essere indirizzate alla Amministrazione centrale o a quegli altri uffici che saranno designati di comune accordo a mezzo di corrispondenza.

Non-delivery.

19. Non-delivery.

Return to sender.

1. In the absence of a request by the sender to the contrary, a parcel which can not be delivered shall be returned to the sender without previous notification.

1. In mancanza di contraria disposizione del mittente un pacco che non possa essere consegnato è rinvio al mittente senza precedente avviso.

Request from sender allowed.

2. The sender of a parcel may request, at the time of mailing, that, if the parcel can not 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.

2. Al momento della impostazione il mittente può chiedere che il pacco, se non può essere consegnato all'indirizzo dato, sia: o (a) trattato come abbandonato o (b) presentato per la consegna ad un secondo indirizzo nel paese di destinazione.

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 analagous to one of the following forms:

Nessun'altra richiesta è ammessa. Se il mittente profitta di questa agevolazione, la sua richiesta deve apparire sul pacco, o sul bollettino di spedizione o su di una dichiarazione doganale attaccata al pacco, e deve essere conforme od analoga ad una delle seguenti forme: "se non consegnabile: abbandonarlo," "se non consegnabile come all'indirizzo -----, 'consegnarlo a -----'".

Forms.

"If not deliverable as addressed, abandon", "If not deliverable as addressed-----, 'Deliver to -----'".

Le istruzioni dello spediteo debbono essere scritte in italiano o francese per i pacchi indirizzati in Italia, e in italiano o francese, ma con la traduzione interlineare inglese per i pacchi indirizzati negli Stati Uniti di America.

Time for returning undelivered parcels.

3. Except as otherwise provided, undeliverable parcels will be returned to the senders at the expiration of 30 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.

3. Qualora non sia diversamente disposto i pacchi non consegnati sono rinvii ai mittenti allo scadere del 30° giorno dalla data di arrivo all'ufficio di destinazione; mentre quelli rifiutati sono rinvii subito. I pacchi in ogni caso, debbono portare una annotazione che giustifichi la mancata consegna.

Disposal of articles liable to deterioration, etc.

4. Articles liable to deterioration or corruption, and these only, may, however, be sold immediately, even on the outward or

4. Gli oggetti suscettibili di deterioramento o putrefazione, e questi solamente, possono tuttavia essere venduti immediata-

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 30 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.

20. 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 canceled both in Italy and in the United States of America.

21. 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,

mente, nel viaggio tanto di andata che di rinvio, senza alcun avviso o formalità giudiziaria, a beneficio dell'avente diritto.

Se per qualsiasi ragione la vendita è impossibile, gli oggetti deteriorati o senza valore sono distrutti.

Sia la vendita che la distruzione debbono formare oggetto di processo verbale, informandone l'Amministrazione di origine.

5. I pacchi non potuti consegnare, per i quali il mittente ha dichiarato "abbandono" possono essere venduti all'asta al termine di 30 giorni ma se tale provvedimento riguarda pacchi assicurati, se ne prende regolare nota ed è avvisata l'Amministrazione di origine circa il trattamento dato ai pacchi.

L'Amministrazione di origine è anche avvisata quando per qualsiasi ragione un pacco assicurato, non potuto consegnare, non è rinviato all'origine.

20. Annullamento di diritti doganali.

Purchè le formalità stabilite dalle Autorità doganali competenti siano adempiute, i diritti doganali propriamente detti gravanti i pacchi distrutti o rinviati all'origine o rispediti ad altro Paese sono annullati sia in Italia che negli Stati Uniti d'America.

21. Indennità.

1. Eccetto il caso di perdita o avaria per causa di forza maggiore (caso fortuito), termine la cui interpretazione è regolata dalle decisioni legali del Paese dove la perdita o l'avaria sono avvenute, quando un pacco assicurato è stato perduto, manomesso o avariato, al mittente o ad altri aventi diritto, spetta una indennità corrispondente all'effettivo valore del danno, basata sul reale valore al tempo e luogo di impostazione del pacco perduto, manomesso o avariato, a meno che la perdita,

Sale of articles marked "abandon."

Customs charges.

Cancellation of, if parcels destroyed.

Indemnity.

Allowance to sender.

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.

Limitation.

The indemnity shall not exceed the sum for which the required insurance fee was paid in the country of origin.

Agreement of, for delivery in country not a party thereto.

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 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.

Loss by force majeure.

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.

Parcels forwarded to a third country.

3. If an insured parcel originating in one country and addressed to the other country is reforwarded or returned from the country of original address to a third country, the rightful claimant may claim only such indemnity, if any, for the loss, rifling, or damage which occurred subsequent to the redispatch of the parcel from the country of original address, as the country in which the loss, rifling or damage occurred is willing or obligated to pay under any agreement in force between the countries directly involved in the forwarding or return.

Improper handling.

Either country adhering to this Convention which improperly forwards an insured parcel to a third country shall be responsible to the extent of the liability of the coun-

manomissione o avaria, siano avvenute per errore o negligenza del mittente o del destinatario o dei loro incaricati, o a causa della natura del contenuto.

L'indennità non può eccedere la somma per la quale i diritti di assicurazione furono pagati all'ufficio di origine.

In mancanza di speciali contrari accordi tra i paesi interessati (accordi che possono stabilirsi a mezzo corrispondenza) nessuna indennità è pagata dall'uno o dall'altro Paese per la perdita di pacchi assicurati in transito, cioè pacchi assicurati originari da uno dei due Paesi contraenti o da un terzo Paese, e diretti per la consegna in un altro Paese che non sia una delle parti stipulanti questa convenzione.

2. Nessuna delle due Amministrazioni è tenuta a pagare indennità nei casi di perdita o avaria dovute a "forza maggiore", sotto qualsiasi interpretazione di questo termine, a meno che l'altra Amministrazione voglia in tali casi assumere responsabilità reciproca sebbene ognuna delle due Amministrazioni possa, senza ricorrere all'altra, pagare indennità per perdite, o danni avvenuti in casi di forza maggiore, sotto qualunque interpretazione di detto termine.

3. Se un pacco assicurato originario da un Paese e diretto ad altro Paese è rispedito o rinviato dal Paese di primitiva destinazione ad un terzo Paese, l'avente diritto può pretendere solo l'indennità, se dovuta, per la perdita, manomissione od avaria occorsa posteriormente alla spedizione del pacco dal Paese di primitiva destinazione, in quanto il Paese nel quale la perdita, la manomissione o l'avaria si sia verificata, accetta ed è obbligato a pagare in forza di accordi fra i Paesi direttamente interessati alla spedizione o al rinvio.

L'uno o l'altro dei Paesi aderenti a quest'accordo che irregolarmente rispedisce un pacco assicurato ad un terzo Paese, dovrà rispondere della maggiore respon-

try of origin to the sender within the limit of indemnity fixed by the present 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, damage, misdelivery 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 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 loss, irreparable damage of entire contents or rifling of entire contents for the amount of postage or special charges borne by an insured parcel, if claimed.

The insurance fees are not in any case returned.

8. No responsibility will be admitted for insured parcels which can not 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

sabilità del Paese d'origine verso il mittente nei limiti della indennità fissati dal presente accordo.

4. Nessuna domanda d'indennità è accettata senza che vi sia stato reclamo, orale o scritto da parte del reclamante o del suo rappresentante entro un anno dal giorno successivo a quello della impostazione del pacco assicurato.

5. Nessun compenso è dato per risarcire perdite o danni derivati direttamente o indirettamente dallo smarrimento, dalla avaria, da mancata o errata consegna, oppure da ritardo, di qualsiasi pacco assicurato trasmesso sotto il regime di questa convenzione.

6. Nessuna indennità è pagata per pacchi assicurati che contengano merce di nessun valore, o deperibile o della quale sia vietata l'introduzione a mezzo di pacchi postali scambiati fra le Amministrazioni contraenti, o che non siano conformi agli accordi di questa convenzione, o che non siano impostati nei modi prescritti; però l'Amministrazione responsabile della perdita, manomissione o danno, può pagare l'indennità per tali pacchi senza ricorrere all'altra Amministrazione.

7. Ogni Amministrazione può a suo giudizio rimborsare al legittimo reclamante, in caso di perdita, danno irreparabile dell'intero contenuto, o manomissione completa, le tasse di francatura e le tasse speciali riscosse per un pacco assicurato, se reclamate.

In nessun caso sono rimborsati i diritti di assicurazione.

8. Nessuna responsabilità è ammessa per i pacchi assicurati dei quali non può essere provata l'esistenza, in conseguenza della distruzione dei documenti di ufficio per forza maggiore.

9. Nel caso che il mittente, il destinatario o il proprietario di un pacco assicurato, o il suo rappresentante dichiarino scientemente un valore del contenuto superiore a quello reale o nel caso di evidente dolo, falsità o frode, l'Amministrazione responsabile dell'indennità si riserva il diritto,

Claim to be filed.

No compensation for indirect loss, etc.

Matter not entitled to indemnity.

Reimbursement of postage, etc., on loss of parcels.

No responsibility admitted if official documents destroyed.

Reservation in case of false statements, etc.

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.

Administration of origin to pay if country of destination delays one year.

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.

Deferring payments.

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.

Payment by country of origin if country of destination delays nine months.

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.

Country responsible.

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.

di non rimborsare le tasse o diritti riscossi e di rifiutare il pagamento dell'indennità, o di pagare quella indennità che secondo il suo giudizio discrezionale può essere ritenuta equa in base ai risultati delle indagini.

La sanzione di questa disposizione non pregiudica il procedimento legale di cui la fraudolenta dichiarazione avesse reso passibile il reclamante.

10. Quando un pacco assicurato risulta perduto, manomesso o danneggiato, l'Amministrazione di origine paga l'indennità al legittimo reclamante al più presto possibile e al più tardi entro il periodo di un anno dal giorno seguente a quello in cui è stato presentato il reclamo. Tale pagamento è fatto per conto della Amministrazione di destinazione, se questa sia responsabile della perdita, manomissione o avaria e se sia stata regolarmente avvisata del reclamo.

11. In ogni modo l'Amministrazione di origine può, nei casi indicati nel precedente paragrafo, eccezionalmente differire il pagamento dell'indennità per un periodo più lungo di quello stabilito se, allo scadere di tale periodo essa non sia ancora in grado di stabilire l'esito dell'oggetto reclamato o le responsabilità relative.

12. Eccetto i casi nei quali il pagamento è differito come è disposto nel precedente paragrafo, il Paese di origine è autorizzato a pagare l'indennità per conto del Paese di destinazione, se questo paese, sebbene avvisato regolarmente dell'esistenza del reclamo, abbia lasciato trascorrere un periodo di 9 mesi senza sistemare la vertenza.

13. L'obbligo di pagare l'indennità spetta alla Amministrazione dalla quale dipende l'ufficio di impostazione.

Questa Amministrazione può ricorrere a quella responsabile ossia a quella Amministrazione nel cui territorio o nel cui servizio la perdita, la manomissione o l'avaria ebbero luogo.

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.

14. L'Amministrazione responsabile della perdita, manomissione o avaria, e per conto della quale è stato fatto il pagamento è tenuta a rimborsare l'Amministrazione che effettuò il pagamento, senza ritardo, non oltre nove mesi dopo aver ricevuto notizie dell'avvenuto pagamento da parte dell'altra Amministrazione, e dello ammontare della indennità.

15. Il rimborso della indennità dell'una all'altra Amministrazione deve essere fatto sulla base oro.

16. I rimborsi sono fatti senza spese per il paese creditore, a mezzo o di vaglia o di tratta, in moneta corrente nel paese creditore, o con altri mezzi che potranno scambievolmente stabilirsi mediante accordi per corrispondenza.

17. Fino a prova contraria la responsabilità per un pacco assicurato fa carico a quell'Amministrazione che, avendo ricevuto il pacco senza fare alcuna osservazione ed essendo stata fornita di tutte le notizie necessarie per le indagini, non sia in grado di stabilirne la sorte.

18. La responsabilità per la mancanza, manomissione od avaria di un pacco assicurato, riscontrata dall'ufficio di cambio ricevente al momento della apertura dei recipienti, e regolarmente partecipata all'ufficio di cambio speditore con bollettino di verificaione, fa carico all'Amministrazione, dalla quale dipende l'ufficio di cambio speditore, a meno che non sia provato che la perdita, manomissione o avaria, sia avvenuta nel servizio dell'Amministrazione destinataria.

19. La responsabilità circa la regolare inclusione del contenuto, l'imballaggio e la chiusura dei pacchi assicurati fa carico al mittente, e le due Amministrazioni non assumono responsabilità per la perdita, manomissione o avaria che possa derivare da difetti non potuti riscontrare all'atto della spedizione.

Repayment to country which pays.

Payments on gold basis.

Means to be used.

Responsibility of receiving office.

Dispatching office responsible if loss discovered by receiving office.

Sender responsible for properly packing, etc.

Responsibility.	22. Responsibility not Accepted for Ordinary Parcels.	22. Esclusione della Responsabilità per i Pacchi Ordinari.
No compensation for loss of ordinary parcel.	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.	
Receptacles.	23. Receptacles.	23. Recipienti.
Bags to be provided, etc.	<p>Each Administration shall provide the bags necessary for the dispatch of its parcels.</p> <p>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. An Administration which does not return sacks must repay their price to the Administration to which they belong.</p>	
Accounting.	24. Accounting.	24. Contabilità.
Quarterly statements to be made.	<p>1. Each Administration shall prepare quarterly an account showing the sums due for parcels sent by the other Administration for onward transmission, for parcels returned, and for parcels received in excess of those dispatched.</p>	
Examination.	<p>2. 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.</p>	
Prompt verification, etc.	<p>3. 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.</p>	
Payment of balances.	<p>4. Payment of the balances due on these accounts between the two Administrations shall be effected by means of drafts on New York or Rome 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.</p>	
		<p>Nè il mittente nè il destinatario di un pacco ordinario (non assicurato) possono richiedere compensi per la perdita di esso, la deficienza o il deterioramento del suo contenuto.</p> <p>Ciascuna Amministrazione deve provvedere i sacchi necessari per la spedizione dei suoi pacchi. Questi sacchi sono rinviati vuoti alla Amministrazione di origine con la prossima spedizione. I sacchi vuoti debbono essere spediti in gruppi di dieci (9 sacchi inclusi in uno) ed il numero totale di tali sacchi è annunziato sul foglio di via. L'Amministrazione che non restituisce qualche sacco deve rimborsarne il prezzo alla Amministrazione proprietaria.</p> <p>1. Ciascuna Amministrazione prepara trimestralmente un conto delle somme dovute per i pacchi spediti dall' altra Amministrazione per l'ulteriore trasmissione, per i pacchi rinviati, e per i pacchi ricevuti in eccesso su quelli spediti.</p> <p>2. Questi conti sono presentati all'esame della Amministrazione corrispondente entro il mese che segue il trimestre al quale si riferiscono.</p> <p>3. La compilazione, la trasmissione, la verifica e l'accettazione dei conti, debbono essere effettuate al più presto possibile e il pagamento risultante del bilancio deve essere fatto non più tardi della fine del trimestre seguente.</p> <p>4. Il pagamento delle differenze dovute per questi conti tra le due Amministrazioni è effettuato a mezzo di assegni su New York o su Roma o in qualsiasi altro modo, circa il quale le due Amministrazioni possono accordarsi scambievolmente per corrispondenza. Le spese concernenti il pagamento sono a carico della Amministrazione debitrice.</p>

25. Matters not Provided for in the Convention. 25. Disposizioni non inserite nella Convenzione. Matters not provided for.

1. All matters concerning the exchange, and requests for recall 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, insofar 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 Italy, according to the country involved, shall govern.

2. The Postmaster General of the United States of America and the Director General of Posts and Telegraphs of Italy 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 service contemplated by this Convention as well as to provide arrangements for the registration of parcels 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.

26. Duration of convention.

1. This Convention substitutes and abrogates that signed at Washington on the sixteenth day of June, one thousand nine hundred and eight, and shall take effect and operations thereunder shall begin on a date to be mutually settled between the Administrations of the two countries.

1. Tutto ciò che concerne lo scambio, le richieste, per richiamo o ritorno di pacchi assicurati, o le relative ricevute di ritorno, e la sistemazione delle indennità reclamate per detti pacchi, che non sia considerato dalla presente Convenzione, è regolato dalle disposizioni della Convenzione Universale Postale e dal Regolamento per la sua esecuzione, in quanto esse siano applicabili e non incompatibili con le disposizioni di questa Convenzione purché altre disposizioni non siano state introdotte nella rispettiva legislazione interna e nei regolamenti degli Stati Uniti d'America e dell'Italia.

2. Il Direttore Generale delle Poste degli Stati Uniti d'America e il Direttore Generale delle Poste e dei Telegrafi d'Italia hanno entrambi facoltà di fare di volta in volta per corrispondenza i cambiamenti, o modificazioni e ulteriori regolamenti generali e particolari che possano ritenersi necessari per agevolare le operazioni dei servizi di cui tratta questa Convenzione, come anche di concludere accordi per la registrazione dei pacchi e per il cambio dei pacchi soggetti a riscossioni alla consegna, in qualunque tempo le due Amministrazioni credano opportuno di stabilire tali servizi.

3. Le Amministrazioni si comunicheranno scambievolmente di volta in volta le disposizioni delle loro leggi e regolamenti applicabili al trasporto dei pacchi a mezzo del servizio postale.

26. Durata della Convenzione.

1. Questa Convenzione sostituisce ed abroga quella firmata a Washington il 16. 6. 1908 ed avrà effetto coll'inizio delle operazioni, ad una data da stabilirsi di comune accordo tra le Amministrazioni dei due Paesi.

Universal Postal Union Convention to govern. Post, p. 2523.

Internal legislation, etc., to govern.

Changes, etc., by mutual correspondence.

Mutual communication of parcel post laws, etc.

Duration of convention.

Prior convention abrogated. Vol. 35, p. 1985. Effective date.

Duration.

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.

2. Essa rimarrà in vigore fino a che una delle due Amministrazioni contraenti non avrà notificato all'altra, sei mesi prima, le sue intenzioni di rescinderla.

Temporary suspension of insurance service.

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.

Ciascuna Amministrazione può temporaneamente sospendere il servizio dei pacchi assicurati in tutto o in parte quando vi siano ragioni speciali per far ciò o limitarlo ad alcuni uffici; ma a patto che un preventivo e opportuno avviso di tale misura sia dato all'altra Amministrazione e se necessario, col mezzo più rapido possibile.

Signatures.

3. Done in duplicate and signed at Washington, the eleventh day of October, 1929.

3. Fatto in duplice copia e firmato a Washington, il 11 ottobre del 1929.

WALTER F BROWN
*Postmaster General of the
United States of America.*

GIACOMO DE MARTINO
*Ambasciatore di S. M. il
Re d'Italia a Washington.*

[SEAL]

Approval by the President.

The foregoing Parcel Post Convention between the United States of America and Italy has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

HERBERT HOOVER

By the President
HENRY L STIMSON
Secretary of State.

WASHINGTON, October 18, 1929.

Convention between the United States and Mexico extending duration of the Special Claims Commission provided for in the Convention of September 10, 1923. Signed at Washington, August 17, 1929; ratified by the President, September 25, 1929, in pursuance of Senate resolution of May 25, 1929; ratified by Mexico, October 4, 1929; ratifications exchanged at Washington, October 29, 1929; proclaimed, October 31, 1929.

August 17, 1929.

Post, p. 2419.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS, a Convention between the United States of America and the United Mexican States further extending the duration of the Special Claims Commission constituted pursuant to the Convention concluded between the two Governments on September 10, 1923, for the settlement and amicable adjustment of certain claims therein defined, was concluded and signed by their plenipotentiaries in the city of Washington on the seventeenth day of August, one thousand nine hundred and twenty-nine, the original of which Convention being in the English and Spanish languages is word for word as follows:

Special claims convention with Mexico, extending term of the Commission. Preamble.

CONVENTION BETWEEN THE UNITED STATES AND MEXICO CONVENCION ENTRE LOS ESTADOS UNIDOS Y MEXICO

EXTENDING DURATION OF THE SPECIAL CLAIMS COMMISSION PROVIDED FOR IN THE CONVENTION OF SEPTEMBER 10, 1923.

PRORROGA DEL PLAZO FIJADO PARA LA COMISION ESPECIAL DE RECLAMACIONES EN LA CONVENCION DEL 10 DE SEPTIEMBRE DE 1923

WHEREAS a convention was signed on September 10, 1923, between the United States of America and the United Mexican States for the settlement and amicable adjustment of certain claims therein defined; and

CONSIDERANDO que los Estados Unidos de Norte América y los Estados Unidos Mexicanos firmaron, el 10 de septiembre de 1923, una Convención para el arreglo y ajuste amistoso de ciertas reclamaciones que allí se definen; y

Vol. 43, p. 1722.

WHEREAS Article VII of said convention provided that the Commission constituted pursuant thereto should hear, examine and decide within five years from the date of its first meeting all the claims filed with it; and

CONSIDERANDO que el Artículo VII de dicha Convención dispone que la Comisión constituida de acuerdo con ella debería, oír examinar y decidir, dentro de los cinco años subsiguientes a la fecha de su primera junta, todas las reclamaciones que se le hubieren presentado; y

Vol. 43, p. 1727.

WHEREAS it now appears that the said Commission can not hear, examine and decide such claims within the time limit thus fixed;

CONSIDERANDO que ahora resulta que dicha Comisión no puede oír, examinar y decidir tales reclamaciones dentro de ese plazo;

The President of the United States of America and the Presi-

El Presidente de los Estados Unidos de Norte América y el

Contracting Powers.

dent of the United Mexican States are desirous that the time originally fixed for the duration of the said Commission should be extended, and to this end have named as their respective plenipotentiaries, that is to say:

Plenipotentiaries.

The President of the United States of America, Honorable William R. Castle, junior, Acting Secretary of State of the United States; and

The President of the United Mexican States, His Excellency Señor Don Manuel C. Téllez, Ambassador Extraordinary and Plenipotentiary of the United Mexican States at Washington;

Who, after having communicated to each other their respective full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

The High Contracting Parties agree that the term assigned by Article VII of the Convention of September 10, 1923, for the hearing, examination and decision of claims for loss or damage accruing during the period from November 20, 1910 to May 31, 1920, inclusive, shall be and the same hereby is extended for a time not exceeding two years from August 17, 1929, the day when pursuant to the provisions of the said Article VII, the functions of the said Commission would terminate in respect of such claims.

Time further extended for consideration of claims.
Vol. 43, p. 1727.
Vol. 45, p. 2453.

Limitation.

It is agreed that nothing contained in this Article shall in any wise alter or extend the time originally fixed in the said Convention of September 10, 1923, for the presentation of claims to the Commission, or confer upon the Commission any jurisdiction over any claim for loss or damage accruing prior to November 20, 1910, or subsequent to May 31, 1920.

Presidente de los Estados Unidos Mexicanos están deseosos de que el plazo fijado originalmente para la duración de dicha Comisión se prorrogue, y con este fin han nombrado como plenipotenciarios respectivos:

El Presidente de los Estados Unidos de Norte América al Honorable William R. Castle, junior, Secretario de Estado en funciones de los Estados Unidos; y

El Presidente de los Estados Unidos Mexicanos, a Su Excelencia Señor Don Manuel C. Téllez, Embajador Extraordinario y Plenipotenciario de los Estados Unidos Mexicanos en Washington;

QUIENES, después de haberse comunicado mutuamente sus plenos poderes respectivos, hallándolos en buena y debida forma, han convenido en los siguientes Artículos:

ARTICULO I

Las Altas Partes Contratantes convienen en que el plazo fijado por el Artículo VII de la Convención del 10 de septiembre de 1923, para la audiencia, examen y decisión de reclamaciones por pérdida o daños acaecidos durante el período del 20 de noviembre de 1910 al 31 de mayo de 1920, inclusive, se prorrogue, y por la presente se prorroga, durante un plazo que no exceda de dos años contados desde el 17 de agosto de 1929, día en que, según las disposiciones de dicho Artículo VII, terminarían las funciones de tal Comisión por lo que toca a esas reclamaciones.

Se conviene en que nada de lo contenido en este Artículo altera o prorroga en modo alguno el plazo fijado originariamente en dicha Convención de 10 de septiembre de 1923 para la presentación de reclamaciones a la Comisión, ni confiere a ésta jurisdicción alguna sobre reclamaciones por pérdida o daños acaecidos con anterioridad al 20 de noviembre de 1910 o posterioridad al 31 de mayo de 1920.

ARTICLE II

ARTICULO II

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

Esta Convención se ratificará en cuanto sea posible canjeándose las ratificaciones en Washington.

Exchange of ratifications.

In witness whereof the above mentioned Plenipotentiaries have signed the same and affixed their respective seals.

En testimonio de lo cual, los supradichos Plenipotenciarios la han firmado fijando en ella sus sellos respectivos.

Signatures.

Done in duplicate at the city of Washington, in the English and Spanish languages, this seventeenth day of August in the year one thousand nine hundred and twenty-nine.

Hecha por duplicado, en inglés y en castellano, en la ciudad de Washington, el día diez y siete de agosto del año de mil novecientos veintinueve.

W. R. CASTLE, JR [SEAL]
MANUEL C. TÉLLEZ [SEAL]

AND WHEREAS, the said Convention has been duly ratified on both parts and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-ninth day of October, one thousand nine hundred and twenty-nine;

Ratifications exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this thirty-first day of October in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

S. Res. 73.

IN THE SENATE OF THE UNITED STATES.
May 16 (calendar day, May 25), 1929.

Whereas it is provided by Article I of the convention concluded between the United States and Mexico on August 16, 1927, extending the duration of the General Claims Commission provided for in the convention of September 8, 1923, that "the term assigned by Article VI of the convention of September 8, 1923, for the hearing, examination, and decision of claims for loss or damage accruing prior to September 8, 1923, shall be, and the same hereby is, extended for a time not exceeding two years from August 30, 1927, the day when, pursuant to the provisions of the said Article VI, the functions of the said commission would terminate in respect of such claims"; and

Resolution of the Senate authorizing negotiation of the Convention.

Whereas it is further provided by Article I of the convention of August 16, 1927, that "during such extended term the commission shall also be bound to hear, examine, and decide all claims for loss or damage accruing between September 8, 1923, and August 30, 1927, inclusive, and filed with the commission not later than August 30, 1927"; and

Whereas it is provided by Article VII of the special claims convention concluded between the United States and Mexico on September 10, 1923, that the commission created pursuant thereto to pass on claims to which the convention relates "shall be bound to hear, examine, and decide, within five years from the date of its first meeting, all the claims filed"; and

Senate Resolution—
Continued.

Whereas by the terms of the said Article VII of the convention of September 10, 1923, the functions of the said commission would terminate in respect to such claims on August 17, 1929; and

Whereas it has been brought to the knowledge of the Senate that it will not be possible for the said commissions to hear, examine, and decide in the manner contemplated by the said conventions within the times specified therein all the claims which have been filed with said commissions in accordance with the terms of the conventions; and

Whereas it is in the interest of both Governments fully to hear, judicially determine, and settle all such claims: Therefore be it

Resolved, That the President is requested, in his discretion, to negotiate and conclude with the Mexican Government such agreement or agreements as may be necessary and appropriate for the further extension of the duration of the General Claims Commission provided for by the convention of September 8, 1923, and of the Special Claims Commission provided for by the convention of September 10, 1923, between the United States and Mexico in order to permit of the hearing, examination, and decision of all claims within the jurisdiction of said commissions under the terms of said conventions, and to make such further arrangement as in his judgment may be deemed appropriate for the expeditious adjudication of said claims.

Passed the Senate May 25, 1929.

Attest:

EDWIN P. THAYER, *Secretary*.

Arbitration Treaty between the United States and Portugal. Signed at Washington, March 1, 1929; ratification advised by the Senate, May 22, 1929; ratified by the President, June 4, 1929; ratified by Portugal, August 5, 1929; ratifications exchanged at Washington, October 31, 1929; proclaimed October 31, 1929.

March 1, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a Treaty of Arbitration between the United States of America and the Republic of Portugal was concluded and signed by their respective Plenipotentiaries at Washington on the first day of March, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and Portuguese languages, is word for word as follows:

Arbitration with Portugal.
Preamble.

The Government of the United States of America and the Government of the Republic of Portugal

O Governo dos Estados Unidos da America e o Governo da Republica Portuguesa

Contracting Powers.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Resolvidos a evitar quanto d'elles dependa qualquer quebra nas relações pacificas que sempre tem subsistido entre os dois paises;

Purpose declared.

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Desejosos de afirmar mais uma vez a sua adheção á politica de submeter a julgamento imparcial todas as questões susceptiveis de decisões judiciais, que entre elles possam surgir;

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Empenhados não só em testemunhar, pelo seu exemplo, a sua condemnação da guerra como instrumento de sua politica nacional nas suas mutuas relações, mas tambem de apressar o momento em que o aperfeiçoamento dos accordos internacionaes para a solução pacifica de litigios internacionaes tenha para todo o sempre eliminado a possibilidade de guerra entre as nações do mundo;

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention signed at Washington on April 6, 1908, which expired by limitation on November 14, 1928, and for that purpose they have authorized the undersigned to conclude the following Articles:

Decidiram concluir um novo tratado de arbitragem ampliando o alcance e as obrigações da convenção de arbitragem assignada em Washington em 6 de Abril de 1908, que, segundo foi convencionado, expirou em 14 de Novembro de 1928, e autorisaram os abaixo assignados a firmar as seguintes disposições:

Former treaty.
Vol. 35, p. 2085.

ARTICLE I

ARTIGO I

International differences, not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the Permanent International Commission constituted pursuant to the treaty signed at Lisbon, February 4, 1914, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

Vol. 38, p. 1847.

Vol. 36, p. 2221.

Special agreement.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Portugal by the President of the Republic of Portugal after its enactment by law or by Decree with force of law.

ARTICLE II

ARTIGO II

Subjects not included.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American ques-

Todos os litígios de natureza internacional em que forem interessadas as Altas Partes Contratantes por motivo da vindicação de um direito baseado em tratado ou em outro fundamento, feita por uma d'ellas contra a outra, que não tenham podido resolver-se por via diplomatica, que se não tenham solucionado por recurso á Commissão Internacional Permanente instituida em execução do tratado assignado em Lisboa em 4 de Fevereiro de 1914, e que pela sua natureza possam submeter-se a julgamento por serem susceptíveis de solução pela applicação de principios de direito ou de equidade, serão submettidos ao Tribunal Permanente de Arbitragem estabelecido na Haya pela Convenção de 18 de Outubro de 1907, ou a outro tribunal competente, conforme para cada caso particular fôr resolvido em accordo especial o qual proverá á organização do referido tribunal, se necessario fôr, definirá os seus poderes, especificará a questão ou as questões em litigio, e estatuirá os termos da sua submissão ao tribunal.

O accordo especial será para cada caso particular feito por parte dos Estados Unidos da America pelo Presidente dos Estados Unidos da America por conselho e com o consentimento do Senado da Republica e por parte de Portugal pelo Presidente da Republica Portuguesa depois de aprovado por lei ou por Decreto com força de lei.

As estipulações d'este tratado não serão invocadas em relação a litigio cuja materia:

a) pertença á jurisdicção interna de uma das Altas Partes Contratantes;

b) envolva interesses de terceiras potencias;

c) dependa da manutenção ou se prenda com a manutenção da attitude tradicional dos Estados Unidos da America com relação

tions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Portugal in accordance with the Covenant of the League of Nations.

ás questões americanas, geralmente conhecida por Doutrina de Monroe;

d) dependa do cumprimento ou se prenda com o cumprimento das obrigações de Portugal em harmonia com o Pacto da Sociedade das Nações.

ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by the President of the Republic of Portugal after its enactment by law or by Decree with the force of law.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the undersigned have signed this treaty in duplicate in the English and Portuguese languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the first day of March in the year one thousand nine hundred and twenty-nine.

[SEAL] FRANK B KELLOGG

[SEAL] ALTE

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the thirty-first day of October, one thousand nine hundred and twenty-nine.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this thirty-first day of October in the year of our Lord one thousand nine hundred and twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

By the President:
HENRY L STIMSON
Secretary of State.

ARTIGO III

O presente tratado será ratificado pelo Presidente dos Estados Unidos da America por conselho e com o consentimento do Senado da Republica e pelo Presidente da Republica Portuguesa depois de aprovado por lei ou por Decreto com força de lei.

A troca das ratificações effectuar se ha em Washington, no mais breve praso possivel, e o tratado entrará em vigor na data em que essa troca se realisar. O presente tratado continuará a vigorar por um anno depois de uma das Altas Partes Contratantes ter notificado á outra por escrito a sua intenção de lhe pôr termo.

Em fé do que os abaixo assignados firmaram este tratado em duplicado, nas linguas inglesa e portuguesa, tendo autoridade igual os dois textos, e lhe apuseram os seus selos.

Feito em Washington ao primeiro dia de Março do anno de mil novecentos e vinte nove.

Ratification.

Exchange of ratifications.

Duration of Treaty.

Signatures.

Ratifications exchanged.

Proclamation.

HERBERT HOOVER

July 16, 1928.

Naturalization treaty between the United States and Czechoslovakia. Signed at Prague, July 16, 1928; ratification advised by the Senate, January 26, 1929; ratified by the President, February 14, 1929; ratified by Czechoslovakia, September 14, 1929; ratifications exchanged at Washington, September 14, 1929; proclaimed, November 14, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Naturalization with Czechoslovakia.

WHEREAS a Naturalization Treaty between the United States of America and Czechoslovakia was concluded and signed by their respective Plenipotentiaries at Prague, on the sixteenth day of July, one thousand nine hundred and twenty-eight, the original of which Treaty, being in the English and Czechoslovak languages is word for word as follows:

Preamble.

Contracting Powers.

The United States of America and the Czechoslovak Republic, being desirous of reaching an agreement concerning the status of former nationals of either country who have acquired, or may acquire, the nationality of the other by reasonable processes of naturalization within its territories, have resolved to conclude a treaty on this subject and for that purpose have appointed their plenipotentiaries, that is to say:

Plenipotentiaries.

The President of the United States of America:
Lewis EINSTEIN, Envoy Extraordinary and Minister Plenipotentiary of the United States to Czechoslovakia

and

The President of the Czechoslovak Republic:
Kamil KROFTA, Envoy Extraordinary and Minister Plenipotentiary,

Who, having communicated to each other their full powers, found to be in good and due form, have agreed upon the following Articles:

Article I.

Nationals of the United States who have been or shall be naturalized in Czechoslovak territories shall be held by the United States to have lost their former

Mutual recognition of loss of former nationality by naturalization.

Spojené Státy Severoamerické a Republika Československá, přejíce si docílití dohody o statutu bývalých příslušníků svých zemí, kteří nabyli anebo mohou nabýti státní příslušnosti jedné z obou zemí vhodnými naturalizačními procesy na jejich územích, rozhodly se uzavřítí o této věci úmluvu a jmenovali za tím účelem svými plnomocníky:

President Spojených Států Severoamerických:
pana Lewise EINSTEIN-a, mimořádného vyslance a zplnomocněného ministra Spojených Států Severoamerických v Československu

President Československé republiky:
pana Kamila KROFTU, mimořádného vyslance a zplnomocněného ministra,

kteří, vyměnivše si své plné moci, jež shledány v dobré a náležité formě, dohodli se o těchto člancích:

Článek I.

O příslušnicích Spojených Států, kteří byli anebo budou naturalisováni na území československém bude se míti ve Spojených Státech za to, že ztratili

nationality and to be nationals of Czechoslovakia.

Reciprocally, nationals of Czechoslovakia who have been or shall be naturalized in the territories of the United States shall be held by Czechoslovakia to have lost their former nationality and to be nationals of the United States.

The foregoing provisions of this Article shall not be applicable to a national of either country who obtains naturalization in the other while his country is at war.

The word "national", as used in this convention, means a person having the nationality of the United States or Czechoslovakia, respectively, under the laws thereof.

The word "naturalized" refers to the naturalization of a person over twenty-one years of age, granted upon his own application, while he is permanently residing within the country of naturalization, and to the naturalization of a person under twenty-one years of age through the naturalization of a parent, provided such person has acquired a permanent residence within the country of naturalization.

Article II.

Nationals of either of the Contracting States naturalized as provided in Article I, shall not, upon their return to the territory of the country of which they were formerly nationals, be prosecuted or punished for expatriation or for having failed, prior to their naturalization, to answer summonses to military service which had been served upon them within a period of five years preceding their naturalization.

Article III.

If a national of either country, who comes within the purview of Article I, shall renew his residence in his original country without the intent to return to that in which he was naturalized, he shall be

svou dřívější příslušnost a stali se příslušníky Československa.

Navzájem o příslušnicích Československa, kteří byli anebo budou naturalisováni na území Spojených Států, bude se míti v Československu za to, že ztratili svou dřívější příslušnost a stali se příslušníky Spojených Států.

Předcházející ustanovení tohoto článku nebudou platiti pro příslušníka jedné z obou zemí, který dosáhne naturalisace v druhé zemi v době, kdy jeho země vede válku.

Slovem "příslušník" ve smyslu, v jakém je ho použito v této úmluvě, označuje se osoba, která jest příslušníkem Spojených Států nebo Československa podle zákonů tam platných.

Slovo "naturalisovaný" vztahuje se k naturalisaci osoby starší jedenadvaceti let, která jí byla udělena k její vlastní žádosti za jejího trvalého pobytu v zemi naturalisační, a k naturalisaci osoby mladší jedenadvaceti let nabyté naturalisací jednoho z rodičů v předpokladu, že tato osoba nabyla trvalého bydliště v zemi naturalisační.

Článek II.

Příslušníci jednoho z obou smluvních států, naturalisovaní podle ustanovení článku I., nebudou při návratu svém na území země, jejímiž byli dříve příslušníky, stíháni ani trestáni pro expatriaci nebo proto, že před svou naturalisací neuposlechli povolání k vojenské službě, které jim bylo doručeno do pěti let která předcházejí jejich naturalisaci.

Článek III.

Obnoví-li příslušník jedné z obou zemí, na kterého se vztahuje článek I., své bydliště ve své původní zemi bez úmyslu vrátiti se do země, kde byl naturalisován, bude se o něm míti za to, že

Restriction in time of war.

Application of terms.

Status of naturalized person returning to former country.

Renunciation of naturalization by residence in country of origin.

held to have lost the nationality acquired by naturalization.

The intent not to return may be held to exist when a person naturalized in the one country shall have resided more than two years in the other.

Article IV.

The present Convention, drawn up in English and Czechoslovak, both texts being authoritative, shall be subject to ratification by the High Contracting Parties in conformity with their respective constitutions, and shall become operative immediately upon the exchange of ratifications, which shall take place at Washington as soon as possible.

The present Convention shall remain in force for ten years. If neither of the High Contracting Parties states its intention of denouncing it at least one year before the end of the above-mentioned period, it will remain in force and will not terminate until a year after one or the other of the High Contracting Parties shall have denounced it.

In WITNESS WHEREOF, the respective plenipotentiaries have signed this Treaty and have hereunto affixed their seals.

Done in duplicate at Prague, this 16th day of July 1928.

ztratil příslušnost nabytou naturalisací.

Úmysl nevrátiti se možno předpokládati, když osoba naturalisovaná v jedné zemi, bydlila po více než dva roky v druhé zemi.

Článek IV.

Tato Úmluva, sepsaná anglicky a československy, jejíž obě znění jsou stejně autentická, bude ratifikována Vysokými Smluvními Stranami podle jejich příslušných ústav a nabude působnosti bezprostředně po výměně ratifikací, která bude provedena co nejdříve ve Washingtonu.

Tato Úmluva zůstane v platnosti deset let. Neprojevili žádná z Vysokých Smluvních Stran úmyslu vypověděti ji alespoň rok před uplynutím výše uvedeného období, zůstane úmluva v platnosti a pozbude ji až za rok po tom, kdy ji vypoví jedna nebo druhá z Vysokých Smluvních Stran.

TOMU NA SVĚDOMÍ, zmocněnci podepsali tuto Úmluvu a opatřili ji svými pečeti.

Dáno dvojmo v Praze, dne 16 července 1928.

[SEAL]
[SEAL]

LEWIS EINSTEIN
DR K KROFTA

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the fourteenth day of November, one thousand nine hundred and twenty-nine;

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this fourteenth day of November in the year of our Lord one thousand nine hundred and [SEAL] twenty-nine, and of the Independence of the United States of America the one hundred and fifty-fourth.

By the President:
J P COTTON

Acting Secretary of State.

HERBERT HOOVER

Duration.

Signatures.

Proclamation.

Agreement between the United States of America and Austria for collect-on-delivery postal service. Signed at Vienna November 8, 1929, at Washington December 11, 1929; approved by the President, December 18, 1929.

November 8, 1929.
December 11, 1929.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND AUSTRIA FOR COLLECT-ON-DELIVERY SERVICE.

VEREINBARUNG ZWISCHEN OESTERREICH UND DEN VEREINIGTEN STAATEN VON AMERIKA BETREFFEND DEN NACHNAHMEDIENST.

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 Austria of parcels marked for the collection of trade charges, the undersigned, Walter F. Brown, Postmaster General of the United States of America, and Konrad Hoheisel, Director General of Posts and Telegraphs of Austria, by virtue of authority vested in them, have agreed upon the following articles:

Zum Behufe des Abschlusses von Vereinbarungen über den Austausch von Nachnahmepaketen zwischen den Vereinigten Staaten von Amerika (einschliesslich Alaska, Hawaii, Porto Rico, Guam, Samoa, und den Jungferninseln der Vereinigten Staaten) und Oesterreich haben sich die unterzeichneten Walter F. Brown, Generalpostmeister der Vereinigten Staaten von Amerika und Konrad Hoheisel, Generaldirektor für die österreichische Post- und Telegraphenverwaltung auf Grund ihrer Vollmachten über folgende Artikel geeinigt:

Collect-on-delivery agreement with Austria.

Article I.

Artikel I.

1. Parcel post packages admissible for mailing and insurance under the Parcel Post Convention signed at Vienna the 16th day of February 1928, and at Washington, the 1st day of March, 1928, and having charges to be collected on delivery, shall be accepted for mailing from Austria to any money order post office in the United States of America or from the United States of America to any locality in Austria served by a money order post office.

1. Postpakete, die nach dem in Wien am 16. Februar und in Washington am 1. März 1928 unterzeichneten Postpaketübereinkommen zur Beförderung und Versicherung zugelassen sind und mit Nachnahme belastet werden, können in Oesterreich nach allen mit dem Postanweisungsdienst betrauten Aemtern der Vereinigten Staaten von Amerika und in den Vereinigten Staaten von Amerika nach allen Orten Oesterreichs angenommen werden, in denen ein zum Postanweisungsverkehr ermächtigtes Postamt besteht.

Admission of collect-on-delivery parcel post articles.
Vol. 45, p. 2468.

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

2. Es dürfen nur versicherte Pakete mit Nachnahme belastet werden. Die benachnahnten Pakete und die nach Bezahlung der Nachnahmebeträge ausgestellten Postanweisungen sollen getrennt von den gewöhnlichen

Acceptance only when insured.
Separation from ordinary mail.

Extension to un-
insured matter.

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.

Paketen und Postanweisungen behandelt werden. Auf Grund gegenseitiger Vereinbarung im Wege des Schriftenwechsels kann der Nachnahmediendienst aufgewöhnliche (nicht versicherte) Pakete, die zwischen den beiden Ländern ausgetauscht werden, mit der Massgabe ausgedehnt werden, dass jedes Land die an das andere Land abgefertigten oder die von anderen Lande empfangenen gewöhnlichen (nicht versicherten) Pakete bei der Beförderung und in sonstiger Beziehung nach seinen inneren Vorschriften behandelt.

Article II.

Artikel II.

Insurance, etc., for-
malities.

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 February 16–March 1, 1928, when not inconsistent with the provisions of this Agreement.

1. Die Nachnahmepakete unterliegen den Beförderungs- und Versicherungsgebühren, sowie den Beförderungs- und übrigen Bedingungen, die nach den Bestimmungen des oberwähnten Uebereinkommens vom 16. Februar/1. März 1928 auf versicherte, nicht benachnante Pakete anzuwenden sind, soweit diese Bestimmungen nicht mit jenen des gegenwärtigen Uebereinkommen unvereinbar sind.

Vol. 45, p. 2473.

Additional fee from
sender.

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 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 February 16–March 1, 1928.

2. Die Aufgabeverwaltung ist berechtigt, vom Absender jedes Nachnahmepaketes ausser den Beförderungs- und anderen Gebühren auch die nach ihren Bestimmungen vorgesehene Nachnahmegebühr einzuheben; diese Gebühren verbleiben zur Gänze der einhebenden Verwaltung und es wird ausser der im Artikel XXIII des vorerwähnten Uebereinkommens vom 16. Februar/1. März 1928 vorgesehenen Abrechnung keinerlei Abrechnung aufgestellt.

Accounting.

Vol. 45, p. 2485.

Article III.

Artikel III.

Maximum amount
to be collected.

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.

1. Der Höchstbetrag der Nachnahme wird bis auf weiteres mit 100 Dollars festgesetzt. Dieser Betrag kann jederzeit auf Grund gegenseitiger Vereinbarung im Wege des Schriftenwechsels zwischen den beiden Verwaltungen erhöht oder herabgesetzt werden. Der Nachnahmebetrag ist in beiden Richtungen in Dollars und Cents anzugeben.

2. When the sender makes a request early enough for any reduction or cancelation of the amount to be collected on delivery, the request shall be handled between the exchange offices which have handled the parcel, unless otherwise agreed to through correspondence.

2. Wenn der Absender rechtzeitig genug das Ansuchen um Herabminderung oder Auflassung des Nachnahmebetrages stellt, so wird das Ansuchen zwischen den Auswechslungspostämtern, welche die Pakete austauschen, behandelt, vorbehaltlich einer anderen Vereinbarung im Wege des Schriftenwechsels.

Changes permitted.

Article IV.

Artikel 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.

Die Verantwortung für den richtigen Verschluss, die richtige Verpackung und Versiegelung der Nachnahmepakete obliegt den Absendern und keine der beiden Postverwaltungen übernimmt die Verantwortung für Verluste, die sich aus den zum Zeitpunkte der Aufgabe nicht ersichtlichen Mängeln ergeben.

Packing, etc., responsibility.

Article V.

Artikel 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.

1. Der volle Nachnahmebetrag wird dem Absender ohne Abzug einer Postanweisungs- oder "Einziehungsgebühr" mittels einer internationalen Postanweisung übermittelt. Das das Nachnahmepaket zustellende Postamt hebt vom Empfänger den vollen Nachnahmebetrag und ausserdem jene Postanweisungsgebühr oder jene Gebühren ein, die für die Ueber-sendung des Nachnahmebetrages an den Absender im Aufgabelande festgesetzt sind.

Entire amount remitted to sender.

2. The country effecting delivery of a C. O. D. parcel may at its option collect a reasonable amount, not in excess of five cents (40 groschen), from the addressee as a collection charge, but this amount is not to be deducted from the collection charges which are remitted to the sender.

2. Die ein Nachnahmepaket zustellende Verwaltung ist ermächtigt, vom Empfänger eine Einziehungsgebühr einzuheben, die 5 cents (40 g) nicht übersteigen darf; dieser Betrag darf aber von dem dem Absender übermittelten Nachnahmebetrage nicht abgezogen werden.

Charges to be collected from addressee.

Collection charge for delivery.

3. Examination of the contents of a C. O. D. parcel by the addressee is prohibited until the C. O. D. charges and any other charges that may be due thereon have been collected, even though the sender or addressee may make request that such action be permitted.

3. Eine Prüfung des Inhaltes von Nachnahmepaketen durch den Empfänger ist insolange verboten, als nicht der Nachnahmebetrag und die etwa auf der Sendung lastenden Gebühren eingehoben worden sind; dies gilt auch für den Fall, dass der Absender oder Empfänger darum ansuchen sollte, dass ein solcher Vorgang gestattet werde.

No examination by addressee until charges paid.

Article VI.

Entry on advice of money order.

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

Information to accompany advice.

2. 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.

Exchange offices.

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.

Direct dispatches of collect on delivery articles.

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.

Separate listing bills required.

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

Report of receipt, etc.

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 February 16-March 1, 1928.

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Artikel VI.

1. Jeder Benachrichtigungszettel über eine in einem der beiden Länder ausgestellte Nachnahmepostanweisung bezüglich eines versicherten Paketes muss deutlich die Nachnahme-(Versicherungs-)nummer des Paketes und die Buchstaben "C. O. D." oder das Wort "Remboursement" an auffälliger Stelle tragen.

2. Die Nachnahmepostanweisungslisten haben ausser den sonst üblichen Angaben die Nachnahme-(Versicherungs-)nummern der Pakete anzuführen. In der Liste muss bei jeder Nachnahmepostanweisung auch der Name des Absenders und der Name und die genaue Adresse des Empfängers angegeben werden.

Artikel VII.

1. Nachnahmepaketesind durch dieselben Auswechslungsämter auszutauschen, die für den Austausch der versicherten, nicht mit Nachnahme belasteten Pakete bestimmt sind.

Der Austausch der Nachnahmepaketes zwischen diesen Aemtern hat in unmittelbaren Kartenschlüssen in besonderen Beuteln, die nur Nachnahmepaketes enthalten, zu erfolgen; die Buchstaben "C. O. D." oder das Wort "Remboursement" sind in sehr auffälliger Weise in den betreffenden Dokumenten und auf den Beutelfahnen anzubringen.

2. Solche Paketes sind in besonderen Karten auszuweisen, und zwar jedes Paket einzeln, unter Anführung der Nachnahme-(Versicherungs-)nummer, des Aufgabepostamtes und des Ursprungslandes.

3. Nach Erhalt eines Kartenschlusses von Nachnahmepaketes ist der Kartenschluss beim Auswechslungsamte des Bestimmungslandes sorgfältig zu prüfen und in sonstigen Belangen nach Artikel XIV des Uebereinkommens vom 16. Februar/1. März 1928 zu behandeln.

Article VIII.

The offices of New York and Vienna 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".

Artikel VIII.

Die Auswechslungsämter von New York und Wien allein sind ermächtigt, Listen über Nachnahmepostanweisungen zu senden und sind diese Nachnahmeanweisungen getrennt von den gewöhnlichen Postanweisungen einzutragen; die Liste ist mit dem Vermerk "Collect on Delivery" oder "Remboursement" zu versehen.

Designated offices.

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.

Artikel IX.

1. Die Nachnahmepostanweisungen, die dem Empfänger aus irgendeinem Grunde nicht ausbezahlt worden sind, werden der Verwaltung des Ursprungslandes der Nachnahmesendung zur Verfügung gestellt. Wenn festgestellt wird, dass der Nachnahmediensdienst zu betrügerischen Zwecken benutzt worden ist, so wird mit der Auszahlung der fraglichen Postanweisungen, wenn tunlich, innegehalten werden und, je nach dem Falle, die nach den Gesetzen und Vorschriften des Ursprungslandes der Nachnahmesendung vorgesehenen Anordnungen getroffen.

2. Bezüglich der anderen Förmlichkeiten unterliegen die Nachnahmepostanweisungen den Bestimmungen für den Postanweisungsverkehr zwischen den beiden Ländern.

Disposition of unpaid orders.

Provisions for other formalities.

Article X.

1. The insurance of a C. O. D. article does not entitle the owner to any additional indemnity in case of loss, the indemnity being limited to that prescribed for the C. O. D. fee paid.

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

Artikel X.

1. Die Versicherung eines Nachnahmepaketes berechtigt den Eigentümer nicht zu einer Sonderentschädigung im Falle des Verlustes, sondern die Entschädigung bleibt auf den Betrag, für den die Nachnahmegebühr bezahlt wurde, beschränkt.

2. Das Begehren nach Ausstellung von Rückscheinen für Nachnahmepakete ist zulässig.

No additional indemnity for loss.

Return receipts.

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

1. Mit Ausnahme des Verlustes oder der Beschädigung durch höhere Gewalt (was unter höherer Gewalt zu verstehen ist, ist nach den gesetzlichen Bestimmungen

Indemnity to sender if article lost or collection charges not remitted.

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 February 16–March 1, 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.

Exception if sender or addressee in fault.

Limitation of indemnity.

Restriction if article has no intrinsic value, or is prohibited transmission in the mails, etc.

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

und Vorschriften des Landes zu beurteilen, in dessen Bereich der Verlust oder die Beschädigung erfolgt ist), hat der Absender oder ein anderer berechtigter Ersatzwerber, wenn ein Nachnahmepaket verloren, beraubt oder beschädigt oder ohne Einhebung des Nachnahmebetrages ausgefolgt wurde, Anspruch auf eine entsprechende Entschädigung und zwar, wenn die Nachnahmesendung verloren, beraubt oder beschädigt worden ist, auf eine Entschädigung, die dem wirklichen Betrag des Verlustes, der Beraubung oder Beschädigung entspricht; der Bemessung der Entschädigung wird der wirkliche Wert zur Zeit und am Orte der Aufgabe zu Grunde gelegt, wie es im Uebereinkommen vom 16. Februar/1. März 1928 für versicherte, nicht benachahmte Pakete festgesetzt ist. Wenn die Nachnahmesendung ohne Einhebung des Nachnahmebetrages ausgefolgt wurde, hat der Absender oder ein anderer Berechtigter Anspruch auf Ersatz des Nachnahmebetrages. In allen Fällen wird der Ersatz nur geleistet, wenn der Verlust, die Beraubung oder Beschädigung nicht durch Verschulden, Fahrlässigkeit des Absenders oder Empfängers oder deren Vertreter oder durch die natürliche Beschaffenheit der Sendung erfolgt ist. Auf keinen Fall kann der Ersatzbetrag höher sein, als jener Betrag, für den im Aufgabelande die Nachnahmegebühr bezahlt worden ist.

2. Eine Entschädigung wird nicht gezahlt für Nachnahmepakete, die Gegenstände ohne wirklichen Wert enthalten, ausser diese Gegenstände wurden gegen Einhebung der Nachnahmebeträge zugestellt, ebensowenig wird eine Entschädigung geleistet für verderbliche Gegenstände oder für solche, deren Versendung mit der Paketpost zwischen den Vertragsverwaltungen verboten ist, oder für Pakete, die den Bedingungen dieses Uebereinkommens nicht entsprechen, oder die nicht

respect to such parcels without recourse to the other Administration.

in der vorgeschriebenen Weise aufgegeben wurden, doch kann die für den Verlust, die Beraubung oder Beschädigung verantwortliche Verwaltung für solche Pakete eine Entschädigung leisten, ohne dass sie jedoch ein Rückgriffsrecht gegen die andere Verwaltung hat.

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.

3. Jede der beiden Verwaltungen kann nach ihrer Entscheidung dem berechtigten Ersatzwerber im Falle des vollen Verlustes, einer nicht wieder gutzumachenden Beschädigung des ganzen Inhaltes oder der Beraubung des ganzen Inhaltes eines Nachnahmepaketes über Verlangen ausser der Beförderungsgebühr auch die Nachnahmegebühr rückerstatten. Die Versicherungsgebühren werden in keinem Falle rückerstattet.

Reimbursement for losses, etc.

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.

4. Wenn aus Verschulden der Postverwaltung eines der beiden Länder vom Empfänger eines Nachnahmepaketes weniger als der angegebene Nachnahmebetrag eingehoben wurde, so hat der Absender nur Anspruch auf eine Entschädigung, die gleich ist dem Unterschiede zwischen dem irrtümlich eingehobenen Betrage und dem vom Absender bei der Aufgabe angegebenen Betrage.

Indemnity limited if erroneous amount collected from addressee.

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.

5. Bis zum Beweise des Gegenteiles bleibt für ein Nachnahmepaket die Verwaltung verantwortlich, die das Paket unbeanstandet übernommen hat und, obwohl sie in den Besitz aller notwendigen Mittel zur Nachforschung gesetzt worden war, nicht ihre eigene Verfügung über das Paket, oder, wenn es zugestellt wurde, nicht die Uebermittlung des Nachnahmebetrages an den Absender des Nachnahmepaketes nachweisen kann, ausser der Fehler bei der Einhebung und Uebermittlung des richtigen Nachnahmebetrages fällt dem Absender oder der Aufgabeverwaltung zur Last.

Responsibility of country receiving a parcel.

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

6. Im Falle des Verlustes, der Beraubung oder Beschädigung eines Nachnahmepaketes, oder wenn ein Paket zugestellt, aber nicht der volle Nachnahmebetrag übermittelt wurde, hat die Aufgabeverwaltung dem berechtigten

Payment to claimant by Administration responsible for loss, etc.

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.

Action, if parcel recovered, etc., on which indemnity was paid.

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.

Other indemnity provisions.

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 February 16–March 1, 1928.

Transit parcels not included.

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

Administration paying indemnity subrogated to rights of sender.

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.

Ersatzwerber sobald als möglich, spätestens innerhalb von 9 Monaten, gerechnet vom Tage, der dem Tage des Einschreitens folgt, den Ersatz zu leisten; diese Zahlung geht zu Lasten der Bestimmungsverwaltung, wenn diese Verwaltung für den Verlust oder die unrichtige Uebermittlung des Nachnahmebetrages verantwortlich ist und vorschriftsmässig unterrichtet wurde.

7. Wenn ein Nachnahmepaket, für das Ersatz gezahlt worden ist, wieder aufgefunden wird, so hat das Bestimmungspostamt das Paket zuzustellen, den Nachnahmebetrag einzuheben, diesen Betrag aufzubewahren, und Weisungen von der übergeordneten Verwaltung einzuholen. Wenn aber der Adressat sich weigert, das wieder aufgefundene Paket zu übernehmen und den Nachnahmebetrag zu erlegen, so soll das Bestimmungspostamt das Paket aufbewahren und gleichfalls Weisungen über seine weitere Behandlung einholen. In letzterem Falle wird die für dem Ersatz verantwortliche Verwaltung bezüglich des Paketes die weitere Verfügung treffen.

8. Die anderen Bestimmungen bezüglich der Zahlung der Entschädigung für Nachnahmepakete sind die gleichen, wie für die Bezahlung der Entschädigung für versicherte, nicht benachahmte Pakete, wie sie festgesetzt sind in den Paragraphen 2, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18 und 19 des Artikels XII des Uebereinkommens vom 16. Februar/1. März 1928.

9. Die Bestimmungen des gegenwärtigen Uebereinkommens gelten nicht für Nachnahmepakete des Durchganges.

10. Durch die Zahlung des Ersatzbetrages tritt die verantwortliche Verwaltung bezüglich aller etwaigen Ansprüche gegen den Empfänger oder den Dritten in die Rechte des Absenders.

Article XII.

Artikel XII.

Sender guaranteed amount collected.

The amount regularly collected from the addressee is guaranteed

Für den vom Empfänger ordnungsmässig eingehobenen Nach-

to the sender on the conditions laid down by the money order convention already mentioned.

nahmebetrag wird dem Absender nach den Bestimmungen des Postanweisungsübereinkommens gehaftet.

Article XIII.

Artikel 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.

1. Jedes Nachnahmepaket und die bezügliche Begleitadresse muss auf der Anschriftseite den deutlichen Aufdruck eines amtlichen Kautschukstempels oder einen Zettel mit dem Vermerk tragen, "Collect on Delivery" oder "C. O. D." oder "Remboursement" und unmittelbar neben diesen Worten muss die Nummer des Paketes, die die Versicherungsnummer (nur eine Originalnummer) sein soll, angegeben sein und darnach in lateinischen Buchstaben und in arabischen Ziffern der genaue Nachnamebetrag, in den aber nicht einzubeziehen ist die Postanweisungsgebühr oder -Gebühren, die im Bestimmungslande des Paketes für die Uebermittlung des Nachnamebetrages an dem Absender (im Aufgabelande) eingehoben werden.

Official stamping, etc., of articles mailed.

2. In addition to being marked or labeled 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.

2. Ausser der im obigen Paragraph 1 genannten Bezeichnung und Bezettelung muss jedes Nachnahmepaket noch einen C. O. D. Zettel tragen, dessen Anbringungsart zwischen den beiden Verwaltungen vereinbart wird.

Additional tag authorized.

Article XIV.

Artikel XIV.

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

1. Wenn nichts anderes vereinbart wird, dürfen Nachnamepakete nach keinem dritten Lande nachgesendet werden.

Reforwarding articles to other countries.

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.

2. Der Absender eines Nachnahmepaketes kann es zurückfordern, wenn er sich den diesbezüglichen im Aufgabelande geltenden Vorschriften unterwirft.

Recall of parcel by sender.

Article XV.

Artikel 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

Der Absender kann für den Fall, als sein Paket nicht an die ursprüngliche Adresse gestellt werden könnte, dieselben Verfügungen treffen, die für Pakete ohne Nachnahme im Artikel XIX des Uebereinkommens

Disposition of undeliverable parcels.

Article XIX of the Convention vom 16. Februar/1. März 1928
of February 16—March 1, 1928. festgesetzt sind.

Article XVI.

Artikel XVI.

Further provisions
authorized.

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.

Die näheren Bestimmungen über die Art der Behandlung der Ersatzansprüche bezüglich der Nachnahmepakete und die anderen näheren Bestimmungen bezüglich der Ausführung dieses Uebereinkommens werden im Wege des Schriftenwechsels zwischen den beiden Verwaltungen festgesetzt.

Article XVII.

Artikel XVII.

Application of other
postal conventions to
matters not covered
hereby.

Post, p. 2523.

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 Austria, 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.

Soweit die Artikel des gegenwärtigen Uebereinkommens keine Bestimmungen treffen, haben bezüglich aller Fragen des Austausches der Nachnahmepakete die Bestimmungen des Postanweisungs- und des Paketübereinkommens zwischen den beiden Verwaltungen, oder die Bestimmungen des Weltpostvertrages und seiner Ausführungsvorschrift zu gelten, insoweit sie anwendbar und mit den Bestimmungen dieses Uebereinkommens nicht unvereinbar sind; des weiteren gelten dann je nach dem Falle die inländischen Gesetze und Vorschriften der Vereinigten Staaten von Amerika oder jene Oesterreichs oder die Frage soll im Wege des Schriftenwechsels zwischen den beiden Verwaltungen vereinigt werden.

Article XVIII.

Artikel XVIII.

Temporary suspension
of service.

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.

Jede der beiden Verwaltungen kann, wenn besondere Gründe hiefür vorliegen, den Nachnahmedienst für eine Zeit ganz oder teilweise einstellen oder ihn auf bestimmte Aemter beschränken, eine solche Massnahme muss jedoch der anderen Verwaltung vorher auf die schnellstmögliche Art bekanntgegeben werden.

Article XIX.

Artikel XIX.

Effect and duration.

This agreement shall take effect and operations thereunder shall begin on a date to be mutually

Dieses Uebereinkommen soll zu einem zwischen den beiden Verwaltungen zu vereinbarenden

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 Vienna, the 8th day of November 1929 and at Washington, the 11th day of December, 1929.

[SEAL] **WALTER F BROWN**
*Postmaster General of the
United States of America.*

Zeitpunkte in Kraft treten und auf unbestimmte Zeit in Geltung bleiben; es kann aber über Wunsch einer der beiden Verwaltungen auf Grund einer vorherigen sechsmonatigen Kündigung ausser Kraft gesetzt werden.

Gegeben in doppelter Ausfertigung und unterzeichnet in Wien, am 8. November 1929 und in Washington, am 11. Dezember 1929.

[SEAL] **HOHEISEL,**
*Generaldirektor für die Öster-
reichische Post- und Telegraphen-
verwaltung.*

Signatures.

The foregoing Agreement for Collect-on-Delivery Service between the United States of America and Austria has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

Approved by the
President.

In testimony whereof, I have caused the seal of the United States of America to be hereunto affixed.

HERBERT HOOVER

[SEAL]

By the President:

J P COTTON

Acting Secretary of State.

WASHINGTON, December 18, 1929.

August 16, 1928.

Arbitration treaty between the United States and Poland. Signed at Washington, August 16, 1928; ratification advised by the Senate, December 18, 1928; ratified by the President, January 4, 1929; ratified by Poland, December 23, 1929; ratifications exchanged at Warsaw, January 4, 1930; proclaimed, January 6, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Arbitration with Poland.
Preamble.

WHEREAS a Treaty of Arbitration between the United States of America and the Republic of Poland was concluded and signed by their respective Plenipotentiaries at Washington on the sixteenth day of August, one thousand nine hundred and twenty-eight, the original of which Treaty of Arbitration, being in the English and Polish languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and the President of the Republic of Poland

Prezydent Stanów Zjednoczonych Ameryki i Prezydent Rzeczypospolitej Polskiej

Purpose declared.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

zdecydowani nie dopuścić, o ile to leży w ich mocy, do zerwania stosunków pokojowych, które zawsze istniały między obu narodami;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

pragnąc potwierdzić ich trwanie przy polityce poddawania do bezstronnej decyzji wszelkich sporów prawnych, które mogłyby między nimi powstać, oraz

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

dzając gorąco do tego, aby nie tylko dowieść na własnym przykładzie, że potępiają one wojnę jako jeden ze środków polityki narodowej w ich wzajemnych stosunkach, ale również przyspieszyć chwilę, gdy udoskonalenie urządzeń międzynarodowych do pokojowego rozstrzygnięcia sporów międzynarodowych usunie na zawsze możliwość wojny pomiędzy mocarstwami świata,

Plenipotentiaries.

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

postanowili zawrzeć traktat arbitrażowy i w tym celu mianowali swymi Pełnomocnikami

The President of the United States of America
Mr. Frank B. Kellogg, Secretary of State of the United States of America;

Prezydent Stanów Zjednoczonych Ameryki
p. Frank B Kellogg, Sekretarza Stanu Stanów Zjednoczonych;

The President of the Republic of Poland
Mr. Jan Ciechanowski, Envoy Extraordinary and Minister Plenipotentiary of Poland to the United States;

Prezydent Rzeczypospolitej Polskiej
p. Jana Ciechanowskiego, Posła Nadzwyczajnego i Ministra Pełnomocnego Rzeczypospolitej Polskiej w Stanach Zjednoczonych;

who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

k którzy, po okazaniu sobie wzajemnie swych pełnomocnictw, uznanych za dobre i w należytej formie wystawione, zgodzili się na następujące artykuły:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special treaty, which special treaty shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special treaty in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Poland by the President of the Republic of Poland in accordance with Polish constitutional law.

ARTYKUL I

Wszelkie spory w zakresie spraw międzynarodowych, dotyczących Wysokich Stron Umawiających się na skutek roszczenia prawnego, wysuniętego przez jedną z nich przeciwko drugiej, opartego na traktacie lub w jaki bądź inny sposób, a których nie można było załatwić na drodze dyplomatycznej, bądź które nie zostały załatwione jako wynik poddania ich odpowiedniej Komisji Koncyliacyjnej, które przystem z istoty swej podlegają rozstrzygnięciu sądowemu jako nadające się do wydania orzeczenia na podstawie prawa lub sprawiedliwości, będą oddane do Stałego Sądu Rozjemczego, utworzonego w Hadze na mocy Konwencji z 18 października 1907 roku, albo do innego Trybunału właściwego stosownie do tego, jak w każdym wypadku będzie postanowione w specjalnym traktacie, który powinien zawierać przepisy co do organizacji takiego trybunału w razie potrzeby, ustalić zakres jego władzy, określać sprawę lub sprawy sporne, oraz podawać warunki zwracania się do trybunału.

Ten traktat specjalny winien być w każdym wypadku zawarty ze strony Stanów Zjednoczonych Ameryki przez Prezydenta Stanów Zjednoczonych Ameryki za radą i zgodą ich Senatu, a ze strony Polski przez Prezydenta Rzeczypospolitej Polskiej zgodnie z polskim prawem Konstytucyjnym.

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

Vol. 36, p. 2221.

Special agreement.

ARTICLE II

ARTYKUL II

Subjects not included.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties.

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Poland in accordance with the Covenant of the League of Nations.

Nie można powoływać się na postanowienie niniejszego Traktatu względem jakichkolwiek sporów, których istota

(a) wchodziłaby w zakres wewnętrznej jurysdykcji jednej z Wysokich Stron Umawiających się,

(b) dotyczyłaby interesów państw trzecich,

(c) zależałaby od lub związana była z utrzymaniem tradycyjnego stanowiska Stanów Zjednoczonych w stosunku do spraw amerykańskich, pospolicie określanego jako doktryna Monroego,

(d) zależałaby od lub związana była z zachowaniem przez Polskę zobowiązań zgodnie z przepisami Paktu Ligi Narodów.

ARTICLE III

ARTYKUL III

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by the President of the Republic of Poland in accordance with Polish constitutional law.

Exchange of ratifications.

The ratifications shall be exchanged at Warsaw as soon as possible, and the treaty shall take effect on the thirtieth day after the date of the exchange of ratifications.

Duration.

It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate, each in the English and Polish languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 16th day of August in the year of our Lord one thousand nine hundred and twenty-eight.

Traktat niniejszy będzie ratyfikowany przez Prezydenta Stanów Zjednoczonych Ameryki za radą i zgodą ich Senatu i przez Prezydenta Rzeczypospolitej Polskiej zgodnie z polskim prawem Konstytucyjnym.

Ratyfikacje będą wymienione w Warszawie możliwie jaknajprędzej, a Traktat wejdzie w życie trzydziestego dnia po dacie wymiany ratyfikacyj.

Będzie on później pozostawał bez przerwy w mocy, chyba że i dopóki jedna z Wysokich Stron Umawiających się nie spowoduje jego wygaśnięcia za rocznem pisemnem wypowiedzeniem, skierowanym do drugiej.

Na dowód czego odnośni Pełnomocnicy podpisali Traktat niniejszy w dwóch jednobrzmiących egzemplarzach, każdy w tekstach angielskim i polskim, które oba mają jednakową moc prawną i wycisnęły na nich swe pieczęcie.

Sporządzono w Waszyngtonie dnia 16 go Sierpnia, roku Pańskiego tysiąc dziewięćset dwadzieścia osiem.

FRANK B KELLOGG [SEAL]

JAN CIECHANOWSKI [SEAL]

AND WHEREAS the said Treaty of Arbitration has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Warsaw on the fourth day of January, one thousand nine hundred and thirty; Ratifications exchanged.

NOW THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty of Arbitration to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof. Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this sixth day of January in the year of our Lord one thousand nine hundred and thirty, [SEAL] and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

August 16, 1928.

Conciliation treaty between the United States and Poland. Signed at Washington, August 16, 1928; ratification advised by the Senate, December 20, 1928; ratified by the President, January 4, 1929; ratified by Poland, December 23, 1929; ratifications exchanged at Warsaw, January 4, 1930; proclaimed, January 6, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Conciliation with Poland.
Preamble.

WHEREAS a Treaty of Conciliation between the United States of America and the Republic of Poland was concluded and signed by their respective Plenipotentiaries at Washington on the sixteenth day of August, one thousand nine hundred and twenty-eight, the original of which Treaty of Conciliation, being in the English and Polish languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and the President of the Republic of Poland, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their Plenipotentiaries:

The President of the United States of America

Mr. Frank B. Kellogg, Secretary of State of the United States;

The President of the Republic of Poland

Mr. Jan Ciechanowski, Envoy Extraordinary and Minister Plenipotentiary of Poland to the United States;

Who, after having communicated to each other their respective full powers, found to be in good and due form, have agreed upon the following articles:

ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Poland, of whatever

Prezydent stanów Zjednoczonych Ameryki i Prezydent Rzeczypospolitej Polskiej, ożywnieni pragnieniem wzmocnienia węzłów przyjaźni, która ich wzajem łączy, jak również posunięcia naprzód sprawy pokoju powszechnego, postanowili zawrzeć w tym celu Traktat i mianowali do tego swymi Pełnomocnikami:

Prezydent Stanów Zjednoczonych Ameryki

p. Frank B. Kellogg, Sekretarza Stanu Stanów Zjednoczonych;

Prezydent Rzeczypospolitej Polskiej

p. Jana Ciechanowskiego, Posła Nadzwyczajnego i Ministra Pełnomocnego Rzeczypospolitej Polskiej w Stanach Zjednoczonych;

Którzy, po okazaniu sobie wzajemnie swych odnośnych pełnomocnictw, uznanych za dobre i w należytej formie wystawione, zgodzili się na następujące artykuły:

ARTYKUŁ I

Wszelkie spory jakiegokolwiek rodzaju, wynikłe między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskim, gdy zwykle

Disputes submitted for investigation and report to International Commission.

nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

środki dyplomatyczne zawiodą a Wysokie Strony Umawiające się nie zwrócą się o osądzenie do kompetentnego trybunału, będą poddane, w celu zbadania ich i złożenia sprawozdania, stałej Komisji Międzynarodowej, utworzonej w sposób przepisany w następującym artykule; przytem zobowiązują się one nie wypowiedzieć wojny ani rozpocząć kroków nieprzyjacielskich przez czas trwania takich badań i dopóki sprawozdanie nie zostanie złożone.

ARTICLE II

ARTYKUŁ II

The International Commission shall be composed of five members, to be appointed as follows: one member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country.

Komisja Międzynarodowa będzie się składała z pięciu członków, mianowanych w sposób następujący: każdy Rząd wybierze jednego członka, pochodzącego z jego kraju i jednego pochodzącego z państwa trzeciego, członek piąty będzie wybrany za obojętną zgodą obu Rządów z tem zastrzeżeniem, że nie będzie on obywatelem żadnego z tych państw.

International Commission.
Composition.

The expenses of the Commission shall be paid by the two Governments in equal proportions.

Wydatki Komisji będą pokrywane przez oba Rządy po połowie.

Expenses.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

Komisja Międzynarodowa będzie ustanowiona w ciągu sześciu miesięcy, licząc od daty wymiany ratyfikacji, a miejsca opróżnione będą zapelniane w taki sam sposób jak pierwiastkowa nominacja.

Appointment.

ARTICLE III

ARTYKUŁ III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both

W razie gdyby Wysokim Stronom Umawiającym się nie udało się załatwić sporu zwykłymi sposobami dyplomatycznymi i gdyby nie zwróciły się one o osądzenie do trybunału kompetentnego, winny one natychmiast odnieść się do Komisji Międzynarodowej o przeprowadzenie badań i złożenie sprawozdania. Komisja Międzynarodowa może jednak samorzutnie, na podstawie jednomyślnej zgody zaofiaro-

Immediate reference of disputes to the International Commission.

Governments and request their cooperation in the investigation.

Facilities to be furnished.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

Time, etc., for report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement.

The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

Independent action reserved.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

wać swe usługi w tym celu, i w takim wypadku powiadomi oba Rządy i poprosi o ich współdziałanie w przeprowadzeniu badań.

Wysokie Strony Umawiające się zobowiązują się dostarczyć Stałej Komisji Międzynarodowej wszystkich środków i ułatwień, koniecznych do przeprowadzenia badań i złożenia sprawozdania.

Sprawozdanie Komisji winno być ukończony w ciągu jednego roku, licząc od daty kiedy ona oświadczy, że rozpoczęła badania, chyba że Wysokie Strony Umawiające się za wspólną zgodą nie skrócą lub przedłużą tego czasu.

Sprawozdanie winno być sporządzone w trzech egzemplarzach; po jednym będzie wręczone każdemu Rządowi, a trzeci zatrzyma Komisja w swych aktach.

Wysokie Umawiające się Strony zastrzegają sobie prawo niezależnego działania w sprawach stanowiących przedmiot sporu, z chwilą gdy sprawozdanie Komisji zostało złożone.

ARTICLE IV

ARTYKUL IV

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by the President of the Republic of Poland in accordance with Polish constitutional law.

Traktat niniejszy będzie ratyfikowany przez Prezydenta Stanów Zjednoczonych Ameryki za radą i zgodą ich Senatu i przez Prezydenta Rzeczypospolitej Polskiej zgodnie z polskiem prawem konstytucyjnym.

Exchange of ratifications.

The ratifications shall be exchanged at Warsaw as soon as possible, and the treaty shall take effect on the thirtieth day after the date of the exchange of ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Ratyfikacje będą wymienione w Warszawie możliwie najprędzej i Traktat wejdzie w życie trzydziestego dnia po wymianie ratyfikacji. Będzie on później pozostawał bez przerwy w mocy, chyba że i dopóki jedna z Wysokich Stron Umawiających się nie spowoduje jego wygaśnięcia za rocznem pisemnem wypowiedzeniem skierowanem do drugiej.

Duration of Treaty.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate, each in the English and Polish languages, both texts having equal force, and hereunto affixed their seals.

Na dowód czego odośni Pełnomocnicy podpisali niniejszy Traktat w dwóch jednobrzmiących egzemplarzach, każdy w tekstach angielskim i polskim, które oba mają jednakową moc prawną i wycisnęły na nich swe pieczęci.

Done at Washington the 16th day of August in the year of our Lord one thousand nine hundred and twenty-eight. Sporządzono w Waszyngtonie dnia 16 go Sierpnia, roku Pańskiego tysiąc dziewięćset dwadzieścia osiem.

FRANK B KELLOGG [SEAL]
 JAN CIECHANOWSKI. [SEAL]

AND WHEREAS the said Treaty of Conciliation has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Warsaw on the fourth day of January, one thousand nine hundred and thirty; Ratifications exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty of Conciliation to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof. Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this sixth day of January in the year of our Lord one thousand nine hundred and thirty, and of the Independence of the United States of America the one hundred and fifty-fourth.

[SEAL]

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

May 31, 1928.

Convention between the United States and Japan for Prevention of Smuggling of Intoxicating Liquors. Signed at Washington, May 31, 1928; ratification advised by the Senate, January 26, 1929; ratified by the President, January 30, 1929; ratified by Japan, November 22, 1929; ratifications exchanged at Washington, January 16, 1930; proclaimed, January 16, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Convention with Japan to prevent smuggling of intoxicating liquors into the United States.

Preamble.

WHEREAS a Convention between the United States of America and Japan for the prevention of the smuggling of intoxicating liquors into the United States was concluded and signed by their respective plenipotentiaries at Washington on the thirty-first day of May, one thousand nine hundred and twenty-eight, the original of which Convention is word for word as follows:

Contracting Powers.

The President of the United States of America and His Majesty the Emperor of Japan, being desirous of avoiding any difficulties which might arise between them in connection with the laws in force in the United States on the subject of alcoholic beverages, have decided to conclude a Convention for that purpose, and have appointed as their Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America, Frank B. Kellogg, Secretary of State of the United States;

His Majesty the Emperor of Japan, Tsuneo Matsudaira, Jusammi, the First Class of the Imperial Order of the Sacred Treasure, His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States of America;

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

ARTICLE I.

Territorial jurisdiction retained.

The High Contracting Parties declare that it is their firm intention to uphold the principle that three marine miles extending from the coastline outwards and measured from low-water mark constitute the proper limits of territorial waters.

ARTICLE II.

Boarding of Japanese private vessels outside limits, for inquiry, etc., not objected to.

(1) The Japanese Government agree that they will raise no objection to the boarding of private vessels under the Japanese flag outside the limits of territorial waters by the authorities of the United States, its territories or possessions, in order that enquiries may be addressed to those on board and an examination be made of the ship's papers for the purpose of ascertaining whether the vessel or those on board are endeavoring to import or have imported alcoholic beverages into the United States, its territories or possessions, in violation of the laws there in force. When such enquiries and examination show a reasonable ground for suspicion, a search of the vessel may be initiated.

Search of vessel on reasonable ground for suspicion.

Seizure of vessel believed to be violating American prohibition laws.

(2) If there is reasonable cause for belief that the vessel has committed or is committing or attempting to commit an offense against the laws of the United States, its territories or possessions, prohibiting the importation of alcoholic beverages, the vessel may be seized

and taken into a port of the United States, its territories or possessions, for adjudication in accordance with such laws.

(3) The rights conferred by this article shall not be exercised at a greater distance from the coast of the United States, its territories or possessions, than can be traversed in one hour by the vessel suspected of endeavoring to commit the offense. In cases, however, in which the liquor is intended to be conveyed to the United States, its territories or possessions, by a vessel other than the one boarded and searched, it shall be the speed of such other vessel, and not the speed of the vessel boarded, which shall determine the distance from the coast at which the right under this article can be exercised.

Distance from coast limited for boarding, etc., vessels.

Extension if liquor conveyed by other vessel.

ARTICLE III.

No penalty or forfeiture under the laws of the United States shall be applicable or attach to alcoholic liquors or to vessels or persons by reason of the carriage of such liquors, when such liquors are listed as sea stores or cargo destined for a port foreign to the United States, its territories or possessions, on board Japanese vessels voyaging to or from ports of the United States, or its territories or possessions, or passing through the territorial waters thereof, provided that such liquors shall be kept under seal continuously while the vessel on which they are carried remains within said territorial waters and that no part of such liquors shall at any time or place be unladen within the United States, its territories or possessions.

Liquors listed as sea stores or cargo for a foreign port, not subject to penalties, etc.

To be kept under seal while in American waters.

ARTICLE IV.

Any claim by a Japanese vessel for compensation on the ground that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this Convention or on the ground that it has not been given the benefit of Article III shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties.

Action on claims for loss, etc.

Ante, p. 2446.

Effect shall be given to the recommendations contained in any such joint report. If no joint report can be agreed upon, the claim shall be referred to the Permanent Court of Arbitration at The Hague described in the Convention for the pacific settlement of international disputes, concluded at The Hague, October 18, 1907. The arbitral tribunal shall be constituted in accordance with Article 87 (Chapter IV) and with Article 59 (Chapter III) of the said Convention. The proceedings shall be regulated by so much of Chapter IV of the said Convention and of Chapter III thereof (special regard being had for Articles 70 and 74, but excepting Articles 53 and 54) as the tribunal may consider to be applicable and to be consistent with the provisions of this agreement. All sums of money which may be awarded by the tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified. Each Government shall bear its own expenses. The expenses of the tribunal shall be defrayed by a ratable deduction from the amount of the sums awarded by it, at a rate of five per cent on such sums, or at such lower rate as may be agreed upon between the two Governments; the deficiency, if any, shall be defrayed in equal moieties by the two Governments.

Reference to Permanent Court of Arbitration.

Vol. 36, p. 2221.

Vol. 36, pp. 2233, 2228.

Payment of awards.

Expenses.

ARTICLE V.

This Convention shall be subject to ratification and shall remain in force for a period of one year from the date of the exchange of ratifications.

Exchange of ratifications and duration.

Notice of proposed modifications.

Three months before the expiration of the said period of one year, either of the High Contracting Parties may give notice of its desire to propose modifications in the terms of the Convention.

Convention to lapse if modifications not agreed upon.

If such modifications have not been agreed upon before the expiration of the term of one year mentioned above, the Convention shall lapse.

Continued from year to year, if no modifications proposed.

If no notice is given on either side of the desire to propose modifications, the Convention shall remain in force for another year, and so on automatically, but subject always in respect of each such period of a year to the right on either side to propose as provided above three months before its expiration modifications in the Convention, and to the provision that if such modifications are not agreed upon before the close of the period of one year, the Convention shall lapse.

ARTICLE VI.

Convention to lapse if effect thereof prevented by judicial decision or legislative action.

In the event that either of the High Contracting Parties shall be prevented either by judicial decision or legislative action from giving full effect to the provisions of the present Convention the said Convention shall automatically lapse, and, on such lapse or whenever this Convention shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this Convention not been concluded.

Exchange of ratifications.

The present Convention shall be duly ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof and by His Majesty the Emperor of Japan; and the ratifications shall be exchanged at Washington as soon as possible.

Signatures.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate and have thereunto affixed their seals.

Done at the city of Washington this 31st day of May, in the nineteen hundred and twenty-eighth year of the Christian era, corresponding to the 31st day of the 5th month of the 3rd year of Shōwa.

[SEAL] FRANK B KELLOGG
[SEAL] T. MATSUDAIRA

Ratifications exchanged.

AND WHEREAS the said Convention has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the sixteenth day of January, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this sixteenth day of January in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:
J P COTTON

Acting Secretary of State.

EXCHANGE OF NOTES

Exchange of notes.

The Japanese Ambassador to the Secretary of State

From Japanese Ambassador.

JAPANESE EMBASSY,
Washington, 31st May, 3 Shōwa (1928).

SIR: In proceeding today to the signature of the Convention between Japan and the United States for the purpose of avoiding difficulties which might arise in connection with the laws in force in the United States on the subject of alcoholic beverages, I am happy to attach hereto, for the purpose of future reference, a memorandum of the understanding that has been reached between us in regard to the interpretation of the Convention. I beg leave, therefore, to request that you kindly acknowledge and confirm this statement.

Accept, Sir, the renewed assurances of my highest consideration.

T. MATSUDAIRA

Enclosure: Memorandum

The Honorable FRANK B. KELLOGG
Secretary of State, Washington

[Enclosure]

MEMORANDUM

It is understood

1. That the term "private vessels" as used in the Convention signifies all classes of vessels other than those owned or controlled by the Japanese Government and used for Governmental purposes, for the conduct of which the Japanese Government assumes full responsibility.

2. That the rights conferred on the authorities of the United States under Article II of the Convention do not relate to territorial waters of Japan or to waters of any territory over which Japan exercises a mandate under the authority of the League of Nations.

3. That there will be no advance requirement that Japanese vessels shall stop regularly at designated places to await such enquiries or examination as are authorized in Article II of the Convention.

4. That the Convention does not relate to alcoholic liquors for non-beverage, including medicinal, purposes, which are regulated by the domestic laws of the United States.

5. That the expression "three months before the expiration of the said period of one year" as used in the second paragraph of Article V is used in the sense of not later than three months before the expiration of the said period.

6. That questions involving the application of the Convention arising while it is in force will be adjudicated in accordance with the provisions of the Convention as in force at the time the circumstances occurred, even if the Convention should lapse or be terminated before the decision is rendered.

The Secretary of State to the Japanese Ambassador

From Secretary of State.

DEPARTMENT OF STATE,
May 31, 1928.

EXCELLENCY: I have the honor to acknowledge the receipt of Your Excellency's note dated May 31, 1928, and the memorandum attached thereto of the understanding that has been reached between us in regard to the interpretation of the Convention between the United States and Japan for the purpose of avoiding difficulties which might arise in connection with the laws in force in the United States on the subject of alcoholic beverages.

I beg to state that I am happy to confirm that the said memorandum, a duplicate of which is attached hereto, is a correct statement of the understanding reached by us in regard to the interpretation of the Convention.

Accept, Excellency, the renewed assurances of my highest consideration.

FRANK B. KELLOGG

Enclosure: Memorandum

His Excellency Mr. TSUNEO MATSUDAIRA,
The Japanese Ambassador

[Enclosure]

MEMORANDUM

It is understood

1. That the term "private vessels" as used in the Convention signifies all classes of vessels other than those owned or controlled by the Japanese Government and used for Governmental purposes, for the conduct of which the Japanese Government assumes full responsibility.

2. That the rights conferred on the authorities of the United States under Article II of the Convention do not relate to territorial waters of Japan or to waters of any territory over which Japan exercises a mandate under the authority of the League of Nations.

3. That there will be no advance requirement that Japanese vessels shall stop regularly at designated places to await such enquiries or examination as are authorized in Article II of the Convention.

4. That the Convention does not relate to alcoholic liquors for non-beverage, including medicinal, purposes, which are regulated by the domestic laws of the United States.

5. That the expression "three months before the expiration of the said period of one year" as used in the second paragraph of Article V, is used in the sense of not later than three months before the expiration of the said period.

6. That questions involving the application of the Convention arising while it is in force will be adjudicated in accordance with the provisions of the Convention as in force at the time the circumstances occurred, even if the Convention should lapse or be terminated before the decision is rendered.

Convention between the United States and Mexico to safeguard livestock interests by prevention of infectious and contagious diseases. Signed at Washington, March 16, 1928; ratification advised by the Senate, March 28, 1928; ratified by the President, April 7, 1928; ratified by Mexico, December 13, 1929; ratifications exchanged at Washington, January 17, 1930; proclaimed, January 18, 1930.

March 16, 1928.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Convention between the United States of America and the United Mexican States to safeguard the live stock interests of their respective countries through the prevention of the introduction of infectious and contagious diseases was concluded and signed by their respective Plenipotentiaries at Washington on the sixteenth day of March, one thousand nine hundred and twenty-eight, the original of which Convention, being in the English and Spanish languages, is word for word as follows:

Convention with Mexico to safeguard livestock from disease. Preamble.

The Government of the United States of America and the Government of the United Mexican States, being desirous to safeguard more effectually the live stock interests of their respective countries through the prevention of the introduction of infectious and contagious diseases, have, for that purpose, agreed to conclude a Convention, and have to that end appointed as their respective plenipotentiaries:

The President of the United States of America, Frank B. Kellogg, Secretary of State of the United States of America; and

The President of the United Mexican States, His Excellency Señor Don Manuel C. Téllez, Ambassador Extraordinary and Plenipotentiary of the United Mexican States at Washington;

Who, having exhibited to each other their respective full powers, which were found to be in good and due form, have agreed upon the following Articles:

El Gobierno de los Estados Unidos de Norteamérica y el Gobierno de los Estados Unidos Mexicanos, deseando proteger más eficazmente los intereses ganaderos de sus respectivos países impidiendo la introducción de enfermedades infecciosas y contagiosas, han convenido en celebrar, a ese efecto, una Convención y con ese fin han nombrado respectivamente como plenipotenciarios:

El Presidente de los Estados Unidos de Norteamérica, a Su Excelencia el Señor Frank B. Kellogg, Secretario de Estado de los Estados Unidos de Norteamérica; y

El Presidente de los Estados Unidos Mexicanos, a Su Excelencia el Señor Don Manuel C. Téllez, Embajador Extraordinario y Plenipotenciario de los Estados Unidos Mexicanos en Washington;

Quienes, después de haberse mostrado sus plenos poderes respectivos, y habiéndolos hallado en buena y debida forma, convinieron en los siguientes Artículos:

Contracting Powers.

Plenipotentiaries.

ARTICLE I.

Maintenance of livestock sanitary police at ports of importation.

The High Contracting Parties agree to maintain at designated border and sea ports authorized for the importation of animals an adequate live stock sanitary police service to guard against the introduction of animals affected with or exposed to contagious disease, and to notify each other at least ten days in advance whenever a port is to be closed or a new one is to be opened. In case of live stock imported or in bond the official veterinary inspectors of either country are authorized to make inspections, supervise dippings, and apply the necessary tests upon either side of the border as may be convenient.

ARTICULO I.

Las Altas Partes Contratantes convienen en mantener en los puertos fronterizos y marítimos autorizados para la importación de animales, un servicio adecuado de policía sanitaria veterinaria para impedir la introducción de animales afectados de enfermedades contagiosas o sospechosos de estarlo; y notificarse mutuamente por lo menos con diez días de anticipación, cuando se clausure uno de los puertos existentes o se abra uno nuevo. Cuando se trate de animales importados o en tránsito, los inspectores veterinarios oficiales de ambos países están autorizados para hacer las inspecciones, vigilar los baños y aplicar las pruebas necesarias, en cualquiera de los lados de la frontera según sea más conveniente.

ARTICLE II.

Quarantine stations for animals at designated ports.

Quarantine stations shall be maintained by the High Contracting Parties at designated border and sea ports for animals imported from foreign countries. Such animals shall be kept under observation and subjected to tuberculin, mallein, blood, or other tests as may be necessary for the diagnosis of disease.

ARTICULO II.

Las Altas Partes Contratantes mantendrán estaciones cuarentenarias en los puertos fronterizos y marítimos autorizados para la importación de animales procedentes de países extranjeros. Dichos animales deberán ser puestos en observación y tratados por la tuberculina, maleína, practicarles la fijación del complemento o cualquier otra prueba necesaria para establecer un diagnóstico exacto.

ARTICLE III.

Sanitary supervision of animal by-products, forage, etc.

The High Contracting Parties agree to supervise the sanitary handling of animal by-products, forage, and other commodities offered for importation that may be carriers of infectious and contagious diseases and to prohibit the importation of forage or other articles accompanying live stock affected with such diseases or suspected of being so affected.

ARTICULO III.

Las Altas Partes Contratantes convienen en establecer una vigilancia sanitaria sobre los productos animales, forrajes y objetos importados que puedan ser vehículos de enfermedades infecto-contagiosas, y prohibir la importación de forraje y otros artículos que acompañen a animales afectados de dichas enfermedades o sospechosos de estarlo.

ARTICLE IV.

Disinfection regulations for vessels, etc.

The appropriate authorities of each of the High Contracting Parties shall incorporate in their

ARTICULO IV.

Las autoridades competentes de cada una de las Altas Partes Contratantes incluirán en sus regla-

regulations the necessary measures governing the disinfection of vessels and all kinds of vehicles used in the transportation of animals and of the quarantine stations or other premises occupied by animals affected with dangerously acute and rapidly spreading contagious diseases such as foot-and-mouth disease, rinderpest, contagious pleuro-pneumonia, and hog-cholera.

ARTICLE V.

The competent officials of each of the High Contracting Parties shall prescribe the form and requirements of the permit and certificates to be presented as evidence that the animals are eligible for importation; of the manifests, bills of lading and other papers to be submitted by importers, captains of vessels, or others in charge of live stock offered for importation; and of the records to be kept by the veterinary officials at the ports of entry.

ARTICLE VI.

The form and requirements of certificates which shall accompany shipments of animal by-products, hay, straw, and other imported commodities shall be specified by the duly authorized officials of each of the High Contracting Parties.

ARTICLE VII.

It is agreed that an efficient veterinary live stock sanitary police service shall be maintained under the Department of Agriculture in the United States and the Secretaria de Agricultura y Fomento in Mexico to combat infectious, contagious, or parasitic diseases of live stock.

ARTICLE VIII.

The live stock sanitary officials shall define the specific territory in their respective countries in

mentos las medidas necesarias para la desinfección de barcos y de toda clase de vehículos usados en el transporte de animales, y de las estaciones cuarentenarias y otros lugares que hayan sido ocupados por animales afectados de alguna enfermedad contagiosa, grave y de rápida propagación, como fiebre aftosa, peste bovina, pleuro-neumonía contagiosa y cólera del cerdo.

ARTICULO V.

Los funcionarios correspondientes de cada una de las Altas Partes Contratantes establecerán la forma y requisitos del permiso y de los certificados que se presenten como prueba de que los animales están en condiciones de ser importados; de los manifiestos, guías de embarque y otros documentos que deben de exhibir los importadores, capitanes de barcos u otros encargados de los animales que se trate de importar, y de los registros que llevarán los inspectores veterinarios en los puertos de entrada.

ARTICULO VI.

Los funcionarios debidamente autorizados de cada una de las Altas Partes Contratantes determinarán la forma y requisitos de los certificados que deben acompañar los embarques de productos animales, heno, pajas y otros artículos que se importen a sus respectivos territorios.

ARTICULO VII.

Se conviene en que el Department of Agriculture en los Estados Unidos de América y la Secretaria de Agricultura y Fomento en México organicen y mantengan un servicio eficiente de policía sanitaria veterinaria para combatir las enfermedades infecto-contagiosas o parasitarias.

ARTICULO VIII.

Las autoridades sanitarias correspondientes señalarán en sus respectivos países las zonas en

Permits, etc., for animal imports.

Certificates for shipments of animal by-products, etc.

Veterinary livestock sanitary police service.

Description of infected zones.

which any contagious or infectious disease exists and shall indicate zones which may be considered as exposed, in order to prevent the propagation and dissemination of the infection of such disease.

ARTICLE IX.

Imports restricted from countries where highly infectious diseases appear frequently.

The High Contracting Parties shall not issue permits for domestic ruminants or swine originating in any foreign countries or zones where highly infectious and rapidly spreading diseases such as foot-and-mouth disease and rinderpest appear frequently, until at least sixty days have elapsed without any outbreak of the disease in such countries or zones. When a disease of this kind occurs in any part of a foreign country any other part of the same country shall be considered as exposed until the contrary is positively shown, that is, until it is shown that no communication exists between the two parts by which the disease may be readily transmitted. When such a disease occurs near the land border of a foreign country the neighboring part of the adjacent country shall be considered as exposed until the contrary is positively shown.

ARTICLE X.

Mutual notification of appearance of disease, etc.

It is agreed that the respective governments shall notify each other promptly, through the usual diplomatic channels, of the appearance and extent of seriously acute, contagious diseases. In the case of outbreaks of diseases of this character not recently existing in either country information may be transmitted immediately in the most expeditious manner.

ARTICLE XI.

Exchange of official publications, etc.

The High Contracting Parties agree to exchange the official regulations, periodicals, and other publications that may come out

que existan enfermedades infecto-contagiosas y las zonas consideradas como sospechosas, a fin de impedir la propagación de dichas enfermedades.

ARTICULO IX.

Las Altas Partes Contratantes convienen en que no expedirán permisos para importar rumiantes o cerdos procedentes de países extranjeros o de zonas de los mismos en donde aparezcan con frecuencia enfermedades altamente infecciosas y de propagación rápida, como fiebre aftosa y peste bovina, hasta que hayan transcurrido por lo menos 60 días después del último brote de dichas enfermedades. Cuando una enfermedad de esta clase se presente en cualquier parte de un país extranjero, el resto del mismo se considerará como sospechoso mientras no se pruebe lo contrario; es decir, hasta que se demuestre que no existen entre ambas partes medios por los cuales se transmita fácilmente la enfermedad. Cuando tales enfermedades aparezcan cerca de la frontera de un país extranjero, la parte vecina del país limítrofe será considerada como sospechosa hasta que se pruebe lo contrario.

ARTICULO X.

Se conviene en que los respectivos Gobiernos se notificarán mutuamente, por los conductos diplomáticos acostumbrados, la aparición y magnitud de enfermedades infecto-contagiosas graves. Cuando se presenten casos de enfermedades de este carácter que no hayan existido recientemente en alguno de los dos países, la información deberá transmitirse desde luego y en la forma más rápida.

ARTICULO XI.

Las Altas Partes Contratantes convienen en canjear los reglamentos, publicaciones oficiales periódicas y de otra clase que

in their countries on the subject matter of this Convention and information concerning changes and substitutions which may be developed in the methods of prophylaxis, control, and care of animal diseases; and also to establish an interchange of students and experts and visits of representatives of the respective governments, for the purpose of studying and observing on the ground methods of control and eradication of such diseases as may break out in the territory of either of the nations.

ARTICLE XII.

Special regulations shall be issued by each of the High Contracting Parties governing the movement of live stock between the respective countries. These regulations shall specify in each case the veterinary sanitary police measures applicable.

ARTICLE XIII.

Certificates of inspection and testing of live stock, issued by duly authorized veterinarians of either country, shall be accepted as proof that such inspection and testing have been made; but, in any case of the offer of live stock for importation into either country, the issuance of such certificate shall not preclude further tests of such animals, or further investigation with respect thereto, to determine their freedom from or exposure to disease, before entry is permitted.

ARTICLE XIV.

This Convention shall be ratified, and the ratifications exchanged at the city of Washington as soon as possible.

The Convention shall come into effect at the date of publication in conformity with the laws of the High Contracting Parties, and it shall remain in force until thirty days after either party shall have

puedan aparecer en sus respectivos países sobre la materia de esta convención; comunicarse informaciones respecto a los cambios y substituciones que se lleven a cabo en los métodos de profilaxis, control y tratamiento de las enfermedades de los animales, y en establecer un intercambio de estudiantes y expertos y visitas de representantes de los respectivos Gobiernos, con el objeto de estudiar y observar en el terreno los métodos de control y exterminación de dichas enfermedades que puedan aparecer en cualquiera de los dos países.

ARTICULO XII.

Las Altas Partes Contratantes convienen en dictar reglamentos especiales sobre el movimiento de ganados entre ambos países. Estos reglamentos especificarán en cada caso las medidas de policía sanitaria veterinaria que deban aplicarse.

ARTICULO XIII.

Los certificados de inspección y pruebas revelatrices expedidos por veterinarios debidamente autorizados de cualquiera de los dos países serán aceptados como evidencia de que se han hecho tales inspección y pruebas; pero en los casos en que se trate de ganado para importación a cualquiera de los dos países, la expedición de dichos certificados no excluirá examen posterior de dichos animales ni la investigación respectiva, para determinar si están libres o no de enfermedades, o expuestos a ellas, antes de que se extienda el permiso para su entrada.

ARTICULO XIV.

Esta Convención será ratificada y las ratificaciones cambiadas en la ciudad de Washington, tan pronto como sea posible.

La Convención entrará en vigor en la fecha de su publicación de acuerdo con las leyes respectivas de las Altas Partes Contratantes y quedará en vigencia hasta 30 días después de que cualquiera de

Special regulations governing livestock movement to be issued.

Acceptance of certificates of inspection, etc., by veterinarians of either country.

Ratification.

Effect and duration.

given notice to the other of a desire to terminate the Convention.

Signatures.

IN WITNESS WHEREOF, they have signed the present Convention and have affixed thereto their respective seals.

Done in duplicate, in the English and Spanish languages, at the City of Washington, this sixteenth day of March, one thousand nine hundred and twenty-eight.

las Partes notifique a la otra su deseo de denunciar la Convención.

EN TESTIMONIO DE LO CUAL firmaron la presente Convención fijando en ella sus sellos respectivos.

Hecha en duplicado, en Inglés e Español, en la ciudad de Washington, el día dieciséis de Marzo de mil novecientos veintiocho.

[SEAL] FRANK B KELLOGG

MANUEL C. TÉLLEZ. [SEAL]

Ratifications exchanged.

AND WHEREAS the said Convention has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the seventeenth day of January, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this eighteenth day of January in the year of our Lord one thousand nine hundred and thirty, and of the Independence of the United States of America the one hundred and fifty-fourth.

By the President:

J P COTTON

Acting Secretary of State.

HERBERT HOOVER

Arbitration Treaty between the United States and Lithuania. Signed at Washington, November 14, 1928; ratification advised by the Senate, December 18, 1928; ratified by the President, January 4, 1929; ratified by Lithuania, November 19, 1929; ratifications exchanged at Washington, January 20, 1930; proclaimed, January 20, 1930. November 14, 1928.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS an Arbitration Treaty between the United States of America and Lithuania was concluded and signed by their respective Plenipotentiaries at Washington on the fourteenth day of November, one thousand nine hundred and twenty-eight, the original of which Treaty is word for word as follows:

Arbitration with Lithuania.
Preamble.

The President of the United States of America and the President of the Republic of Lithuania

Contracting Powers.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Purpose declared.

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Plenipotentiaries.

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America;

The President of the Republic of Lithuania:

Mr. Bronius K. Balutis, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Lithuania at Washington;

Who, having communicated to each other their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the

International differences not adjusted by diplomacy, referred to Permanent Court of Arbitration, etc.

organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

Special agreement.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Lithuania in accordance with its constitutional laws.

ARTICLE II

Subjects not included.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Lithuania in accordance with the Covenant of the League of Nations.

ARTICLE III

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Lithuania in accordance with its constitutional laws.

Exchange of ratifications.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate and hereunto affixed their seals.

Done at Washington the fourteenth day of November in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B KELLOGG [SEAL]
B. K. BALUTIS [SEAL]

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twentieth day of January, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twentieth day of January in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

Conciliation Treaty between the United States and Lithuania. Signed at Washington, November 14, 1928; ratification advised by the Senate, December 20, 1928; ratified by the President, January 4, 1929; ratified by Lithuania, November 19, 1929; ratifications exchanged at Washington, January 20, 1930; proclaimed, January 20, 1930.

November 14, 1928.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Conciliation between the United States of America and the Republic of Lithuania was concluded and signed by their respective Plenipotentiaries at Washington on the fourteenth day of November, one thousand nine hundred and twenty-eight, the original of which Treaty is word for word as follows:

Conciliation with Lithuania. Preamble.

The President of the United States of America and the President of the Republic of Lithuania

Contracting Powers.

Being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America;

The President of the Republic of Lithuania:

Mr. Bronius K. Balutis, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Lithuania at Washington;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Lithuania, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

Disputes submitted for investigation and report to International Commission.

ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

International Commission. Composition.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

Appointment.

ARTICLE III

Immediate reference of disputes to the International Commission.

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

Facilities to be furnished.

The High Contracting Parties agree to furnish the permanent International Commission with all the means and facilities required for its investigation and report.

Time, etc., for report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

Independent action reserved.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Lithuania in accordance with its constitutional laws.

Exchange of ratifications.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Duration of Treaty.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate and hereunto affixed their seals.

Done at Washington the fourteenth day of November in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B KELLOGG [SEAL]
B. K. BALUTIS [SEAL]

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twentieth day of January, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twentieth day of January in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

Convention and protocol between the United States and other powers together with a supplementary agreement and protocol for the abolition of import and export prohibitions and restrictions; and a protocol bringing the convention into effect. Convention and protocol signed at Geneva, November 8, 1927; signed on the part of the United States, January 30, 1928; supplementary agreement and protocol signed at Geneva, July 11, 1928; signed on the part of the United States, July 31, 1928; ratification advised by the Senate, with reservations, September 19, 1929; ratified by the President, September 20, 1929; ratification of the United States deposited at Geneva, September 30, 1929; proclaimed, March 6, 1930. Protocol bringing the convention into effect on January 1, 1930, signed at Paris, December 20, 1929, annexed to the proclamation.

November 8, 1927.
January 30, 1928.

BY THE PRESIDENT OF THE UNITED STATES OF
AMERICA.

A PROCLAMATION.

WHEREAS a convention and protocol for the abolition of import and export prohibitions and restrictions, signed at Geneva on November 8, 1927, and a supplementary agreement and protocol thereto, signed at Geneva on July 11, 1928, were signed by the plenipotentiary of the United States of America on January 30, 1928, and July 31, 1928, respectively, the original of which convention and protocol and supplementary agreement and protocol, being in the English and French languages, are word for word as follows:

Abolition of import
and export prohibitions
and restrictions.

CONVENTION

The President of the German Reich; the President of the United States of America; the President of the Austrian Federal Republic; His Majesty the King of the Belgians; His Majesty the King of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India; His Majesty the King of the Bulgarians; the President of the Chilian Republic; His Majesty the King of Denmark; His Majesty the King of Egypt; the President of the Estonian Republic; the President of the Republic of Finland; the President of the French

CONVENTION

Le Président du Reich allemand; le Président des États-Unis d'Amérique; le Président de la République fédérale d'Autriche; Sa Majesté le Roi des Belges; Sa Majesté le Roi de Grande-Bretagne, d'Irlande et des territoires britanniques au delà des mers, Empereur des Indes; Sa Majesté le Roi des Bulgares; le Président de la République du Chili; Sa Majesté le Roi du Danemark; Sa Majesté le Roi d'Égypte; le Président de la République d'Estonie; le Président de la République de Finlande; le Président de la Répu-

Contracting powers.

Contracting Powers—Continued.

Republic; His Serene Highness the Governor of Hungary; His Majesty the King of Italy; His Majesty the Emperor of Japan; the President of the Latvian Republic; Her Royal Highness the Grand-Duchess of Luxembourg; His Majesty the King of Norway; Her Majesty the Queen of the Netherlands; the President of the Polish Republic; the President of the Portuguese Republic; His Majesty the King of Roumania; His Majesty the King of the Serbs, Croats and Slovenes; His Majesty the King of Siam; His Majesty the King of Sweden; the Swiss Federal Council; the President of the Czechoslovak Republic; the President of the Turkish Republic:

Preamble.

Having regard to the resolution of the Assembly of the League of Nations dated September 25th, 1924;

Being guided by the conclusions of the International Economic Conference held at Geneva in May 1927, and agreeing with the latter that import and export prohibitions, and the arbitrary practices and disguised discriminations to which they give rise, have had deplorable results, without the grave drawbacks of these measures being counterbalanced by the financial advantages or social benefits which were anticipated by the countries which had recourse to them;

Being persuaded that it is important for the recovery and future development of world trade the Governments should abandon a policy which is equally injurious to their own and to the general interest;

Being convinced that a return to the effective liberty of international commerce is one of the

blique française; Son Altesse sérénissime le Gouverneur de la Hongrie; Sa Majesté le Roi d'Italie; Sa Majesté l'Empereur du Japon; le Président de la République de Lettonie; Son Altesse royale la Grande-Duchesse du Luxembourg; Sa Majesté le Roi de Norvège; Sa Majesté la Reine des Pays-Bas; le Président de la République de Pologne; le Président de la République portugaise; Sa Majesté le Roi de Roumanie; Sa Majesté le Roi des Serbes, Croates et Slovènes; Sa Majesté le Roi du Siam; Sa Majesté le Roi de Suède; le Conseil fédéral suisse; le Président de la République tchécoslovaque; le Président de la République de Turquie:

Vu la résolution de l'Assemblée de la Société des Nations en date du 25 septembre 1924;

S'inspirant des conclusions de la Conférence économique internationale, tenue à Genève en mai 1927, et reconnaissant avec celle-ci que les prohibitions d'importation et d'exportation, les régimes arbitraires et les discriminations déguisées qu'elles suscitent ont eu des résultats déplorables, sans que les inconvénients graves de ces mesures aient eu pour contrepartie les avantages financiers ou les bienfaits sociaux qu'en espéraient les Etats qui les avaient prises;

Persuadés qu'il importe au rétablissement et au développement futur du commerce mondial que les gouvernements renoncent à une politique nuisible aussi bien à leur intérêt particulier qu'à l'intérêt général;

Convaincus que le retour à la liberté effective du commerce international est une des condi-

primary conditions of world prosperity; and

Considering that this object may best be achieved by resort to simultaneous and concerted action in the form of an international convention;

Have appointed their plenipotentiaries, namely:

The President of the German Reich:

Dr. E. Trendelenburg, Secretary of State to the Ministry of National Economy;

The President of the United States of America:

Mr. Hugh R. Wilson, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council;

The President of the Austrian Federal Republic:

M. Emerich Pfügl, Minister Plenipotentiary, Representative of the Austrian Federal Government accredited to the League of Nations;

His Majesty the King of the Belgians:

M. J. Brunet, Envoy Extraordinary and Minister Plenipotentiary;

M. F. van Langenhove, Chef du Cabinet and General Director for Foreign Commerce in the Ministry of Foreign Affairs;

His Majesty the King of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India:

For Great Britain and Northern Ireland and all parts of the British Empire which are not separate Members of the League of Nations:

tions essentielles de la prospérité mondiale;

Considérant que la meilleure manière d'atteindre le but ainsi défini est de recourir à une action parallèle et concertée sous la forme d'une convention internationale,

Ont désigné pour leurs plenipotentiaries, savoir:

Le Président du Reich allemand:

Le Dr Ernst Trendelenburg, Secrétaire d'Etat au Ministère de l'Economie nationale;

Le Président des États-Unis d'Amérique:

Mr. Hugh R. Wilson, Envoyé extraordinaire et Ministre plenipotentiare près le Conseil fédéral suisse;

Le Président de la République fédérale d'Autriche:

M. Emerich Pfügl, Ministre plenipotentiare, Représentant du Gouvernement fédéral d'Autriche auprès de la Société des Nations;

Sa Majesté le Roi des Belges:

M. J. Brunet, Envoyé extraordinaire et Ministre plenipotentiare;

M. F. van Langenhove, Chef du Cabinet et Directeur général du Commerce extérieur au Ministère des Affaires étrangères;

Sa Majesté le Roi de Grande-Bretagne, d'Irlande et des territoires britanniques au delà des mers, Empereur des Indes:

Pour la Grande-Bretagne et l'Irlande du Nord, ainsi que toute partie de l'Empire britannique non membre séparé de la Société des Nations:

Plenipotentiaries.

Plenipotentiaries—
Continued.

- Sir Sydney Chapman, K. C. B., C. B. E., Economic Adviser to His Britannic Majesty's Government;
- For India:
Sir Atul C. Chatterjee, High Commissioner for the Empire of India in London;
- His Majesty the King of the Bulgarians:
M. Georges Danaïllow, Professor at the University of Sofia, M. P.;
- The President of the Chilian Republic:
M. E. Villegas, Chilian Representative on the Council of the League of Nations;
- His Majesty the King of Denmark:
M. J. Clan, Envoy Extraordinary and Minister Plenipotentiary, Chairman of the Danish Commission for the Conclusion of Commercial Treaties;
- His Majesty the King of Egypt:
Sadik Henein Pasha, Envoy Extraordinary and Minister Plenipotentiary to His Majesty the King of Italy;
- The President of the Estonian Republic:
M. C. R. Pusta, Envoy Extraordinary and Minister Plenipotentiary to His Majesty the King of Spain and to the President of the French Republic;
- The President of the Republic of Finland:
M. Rafael Waldemar Erich, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council, Permanent Delegate accredited to the League of Nations;
- Sir Sydney Chapman, K. C. B., C. B. E., Conseiller économique du Gouvernement de Sa Majesté britannique;
- Pour l'Inde:
Sir Atul C. Chatterjee, Haut Commissaire de l'Empire de l'Inde à Londres;
- Sa Majesté le Roi des Bulgares:
M. Georges Danaïllow, Professeur à l'Université de Sofia Député au Parlement;
- Le Président de la République du Chili:
M. E. Villegas, Représentant du Chili au Conseil de la Société des Nations;
- Sa Majesté le Roi du Danemark:
M. J. Clan, Envoyé extraordinaire et Ministre plénipotentiaire, Président de la Commission danoise pour la conclusion des traités de commerce;
- Su Majesté le Roi d'Egypte:
Sadik Henein pacha, Envoyé extraordinaire et Ministre plénipotentiaire près Sa Majesté le Roi d'Italie;
- Le Président de la République d'Estonie:
M. C. R. Pusta, Envoyé extraordinaire et Ministre plénipotentiaire près Sa Majesté le Roi d'Espagne et le Président de la République française;
- Le Président de la République de Finlande:
M. Rafael W. Erich, Envoyé extraordinaire et Ministre plénipotentiaire près le Conseil fédéral suisse, délégué permanent auprès de la Société des Nations;

- The President of the French Republic:
M. Daniel Serruys, Director of Commercial Agreements in the Ministry of Commerce;
- His Serene Highness the Governor of Hungary:
M. Baranyai Zoltán, Chargé d'Affaires *a. i.* of the Royal Hungarian Delegation accredited to the League of Nations;
- His Majesty the King of Italy:
M. A. Di Nola, Director-General of Commerce and of Economic Policy;
- His Majesty the Emperor of Japan:
M. N. Ito, Counsellor of Embassy, Acting Director of the Imperial Japanese League of Nations Office;
M. J. Tsushima, Financial Commissioner of the Japanese Government in London, Paris and New York;
- The President of the Latvian Republic:
M. Charles Duzmans, Minister Plenipotentiary, Permanent Representative accredited to the League of Nations;
- Her Royal Highness the Grand-Duchess of Luxemburg:
M. Albert Calmes, Member of the Superior Council of the Economic Union of Belgium and Luxemburg;
- His Majesty the King of Norway:
M. Georg Wettstein, Consul-General at Zurich;
- Her Majesty the Queen of the Netherlands:
Dr. F. E. Posthuma, former Minister of Agriculture, Industry and Commerce;
M. de Graaff, former Minister of the Colonies;
M. F. M. Wibaut, Member of the Netherlands Senate;
- Le Président de la République française:
M. Danile Serruys, Directeur des accords commerciaux au Ministère du Commerce;
- Son Altesse Sérénissime le Gouverneur de la Hongrie:
M. Baranyai Zoltan, Chargé d'affaires *a. i.* de la Délégation royale hongroise auprès de la Société des Nations;
- Sa Majesté le Roi d'Italie:
M. A. Di Nola, Directeur général du Commerce et de la Politique économique;
- Sa Majesté l'Empereur du Japon:
M. N. Ito, Conseiller d'ambassade, Directeur adjoint du Bureau impérial du Japon à la Société des Nations;
M. J. Tsushima, Commissaire financier du Gouvernement du Japon à Londres, à Paris et à New-York;
- Le Président de la République de Lettonie:
M. Charles Duzmans, Ministre plénipotentiaire, Représentant permanent auprès de la Société des Nations;
- Son Altesse Royale la Grande-Duchesse du Luxembourg:
M. Albert Calmes, Membre du Conseil supérieur de l'Union économique belgo-luxembourgeoise;
- Sa Majesté le Roi de Norvège:
M. Georg Wettstein, Consul général à Zurich;
- Sa Majesté la Reine des Pays-Bas:
Le Dr. F. E. Posthuma, ancien Ministre de l'Agriculture, de l'Industrie et du Commerce;
M. De Graaff, ancien Ministre des Colonies;
M. F. M. Wibaut, Membre du Sénat des Pays-Bas;

Plenipotentiaries—
Continued.

- The President of the Polish Republic:**
M. F. Sokal, Minister Plenipotentiary, Permanent Delegate of the Polish Republic accredited to the League of Nations;
- The President of the Portuguese Republic:**
M. F. de Calheiros e Menezes, First Secretary of Legation, Chief of the Portuguese Office accredited to the League of Nations;
- His Majesty the King of Roumania:**
M. D. Gheorghiu, Director of the Roumanian National Bank;
M. C. Popescu, Director-General of Industry in the Ministry of Industry and Commerce;
- His Majesty the King of the Serbs, Croats and Slovenes:**
M. Constantin Fotitch, Permanent Delegate accredited to the League of Nations;
- His Majesty the King of Siam:**
His Highness Prince Charoon, Envoy Extraordinary and Minister Plenipotentiary to the President of the French Republic;
- His Majesty the King of Sweden:**
M. Einar Hennings, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council;
- The Swiss Federal Council:**
M. Walter Stucki, Head of the Commerce Division in the Federal Department of Public Economy;
- The President of the Czechoslovak Republic:**
Dr. Vincent Ibl, Counsellor of Legation in the Ministry of Foreign Affairs;
- Le Président de la République de Pologne:**
M. F. Sokal, Envoyé extraordinaire et Ministre plénipotentiaire, Représentant permanent auprès de la Société des Nations;
- Le Président de la République portugaise:**
M. F. de Calheiros e Menezes, Premier Secrétaire de légation, Chef de la Chancellerie portugaise auprès de la Société des Nations;
- Sa Majesté le Roi de Roumanie:**
M. D. Gheorghiu, Directeur de la Banque nationale de la Roumanie;
M. C. Popescu, Directeur général de l'industrie au Ministère de l'Industrie et du Commerce;
- Sa Majesté le Roi des Serbes, Croates et Slovènes:**
M. Constantin Fotitch, Délégué permanent auprès de la Société des Nations;
- Sa Majesté le Roi du Siam:**
Son Altesse le Prince Charoon, Envoyé extraordinaire et Ministre plénipotentiaire près le Président de la République française;
- Sa Majesté le Roi de Suède:**
M. Einar Hennings, Envoyé extraordinaire et Ministre plénipotentiaire près le Conseil fédéral suisse;
- Le Conseil fédéral suisse:**
M. Walter Stucki, Directeur de la Division du Commerce au Département fédéral de l'Economie publique;
- Le Président de la République tchécoslovaque:**
Le Dr. Vincent Ibl, Conseiller de légation au Ministère des Affaires étrangères;

The President of the Turkish Republic:

Mehmed Kemal Bey, Consul at Geneva;

who, having communicated their full powers, found in good and due form, have agreed to the following provisions:

Article 1.

The provisions of the present Convention shall apply to prohibitions and restrictions imposed on the importation into the territories of any High Contracting Party of goods the produce or manufacture of the territories of any other High Contracting Party, and to prohibitions and restrictions imposed on the exportation of goods from the territories of any High Contracting Party to the territories of any other High Contracting Party.

Article 2.

Subject to the exceptions provided for in the following articles, the High Contracting Parties undertake to abolish within a period of six months from the date of the coming into force of the present Convention, in so far as the respective territories of each of them are concerned, all import and export prohibitions or restrictions, and not thereafter to impose any such prohibitions or restrictions. During this period each of the High Contracting Parties will adopt all appropriate measures in order to reduce existing prohibitions and restrictions to a minimum and will refrain from imposing any new prohibitions or restrictions.

Further, the High Contracting Parties undertake to adopt the necessary measures to ensure that the provisions of the present Con-

Le Président de la République de Turquie:

Mehemed Kemal bey, Consul à Genève.

Lesquels, après avoir communiqué leurs pleins pouvoirs trouvés en bonne et due forme, sont convenus des dispositions suivantes:

Article premier.

Les dispositions de la présente Convention s'appliquent aux prohibitions et aux restrictions à l'importation dans les territoires des Hautes Parties contractantes, des marchandises—produits naturels ou fabriqués—des territoires de l'une quelconque des autres Hautes Parties contractantes et aux prohibitions et aux restrictions à l'exportation de produits des territoires desdites Parties vers les territoires de l'une quelconque des autres Hautes Parties contractantes.

Article 2.

Sous réserve des exceptions prévues aux articles suivants, les Hautes Parties contractantes s'engagent à supprimer, dans un délai de six mois à dater de la mise en vigueur de la présente Convention en ce qui concerne les territoires respectifs de chacune d'elles, toutes prohibitions ou restrictions à l'importation ou à l'exportation, et à ne pas établir par la suite des prohibitions ou restrictions de ce genre. Durant ce délai, chacune des Hautes Parties contractantes adoptera toutes les mesures propres à réduire au minimum les prohibitions et restrictions existantes et s'abstiendra d'instituer des prohibitions ou restrictions nouvelles.

Les Hautes Parties contractantes s'engagent, en outre, à prendre les mesures nécessaires pour que les dispositions de la

Plenipotentiaries—
Continued.

Applicability of provisions herein.

Import and export prohibitions or restrictions to be abolished.

vention are strictly observed by all authorities, central or local, and that no regulation is issued in contravention thereof.

Article 3.

Should the High Contracting Parties, in pursuance of their legislation, subject the importation or exportation of goods to certain regulations in respect of the manner, form or place of importation or exportation, or the imposition of marks, or to other formalities or conditions, they undertake that such regulations shall not be made a means of disguised prohibition or arbitrary restriction.

Article 4.

The following classes of prohibitions and restrictions are not prohibited by the present Convention, on condition, however, that they are not applied in such a manner as to constitute a means of arbitrary discrimination between foreign countries where the same conditions prevail, or a disguised restriction on international trade:

1. Prohibitions or restrictions relating to public security.
2. Prohibitions or restrictions imposed on moral or humanitarian grounds.
3. Prohibitions or restrictions regarding traffic in arms, ammunition and implements of war, or, in exceptional circumstances, all other military supplies.
4. Prohibitions or restrictions imposed for the protection of public health or for the protection of animals or plants against disease, insects and harmful parasites.

présente Convention soient rigoureusement observées par toutes les autorités—centrales ou locales—et pour qu'aucune réglementation contrevenant à ces dispositions ne puisse être édictée.

Article 3.

Si les Hautes Parties contractantes, en application de leur législation, soumettent l'importation ou l'exportation de marchandises à certaines règles concernant le mode, la forme ou le lieu d'importation ou d'exportation, l'apposition de marques, ou à d'autres formalités ou conditions, Elles s'engagent à n'en pas faire un moyen de prohibition déguisée ni de restriction arbitraire.

Article 4.

Les catégories suivantes de prohibitions et de restrictions ne sont pas interdites par la présente Convention, à la condition, toutefois, qu'elles ne soient pas appliquées de manière à constituer un moyen de discrimination arbitraire entre les pays étrangers où existent les mêmes conditions, ni de manière à constituer une restriction déguisée des échanges internationaux:

- 1° Prohibitions ou restrictions relatives à la sécurité publique;
- 2° Prohibitions ou restrictions édictées pour des raisons morale ou humanitaires;
- 3° Prohibitions ou restrictions concernant le trafic des armes, des munitions et des matériels de guerre, ou, dans des circonstances exceptionnelles, de tous autres approvisionnements de guerre;
- 4° Prohibitions ou restrictions édictées en vue de protéger la santé publique ou d'assurer la protection des animaux ou des plantes contre les maladies, les insectes et les parasites nuisibles;

Disguised prohibitions, etc., by legislation.

Prohibitions, etc., not prohibited.

5. Export prohibitions or restrictions issued for the protection of national treasures of artistic, historic or archaeological value.

6. Prohibitions or restrictions applicable to gold, silver, coins, currency notes, banknotes or securities.

7. Prohibitions or restrictions designed to extend to foreign products the regime established within the country in respect of the production of, trade in, and transport and consumption of native products of the same kind.

8. Prohibitions or restrictions applied to products which, as regards production or trade, are or may in future be subject within the country to State monopoly or to monopolies exercised under State control.

Article 5.

Nothing in this Convention shall affect the right of any High Contracting Party to adopt measures prohibiting or restricting importation or exportation for the purpose of protecting, in extraordinary and abnormal circumstances, the vital interests of the country.

Should measures of this character be adopted, they shall be applied in such a manner as not to lead to any arbitrary discrimination against any other High Contracting Party. Their duration shall be restricted to that of the causes or circumstances from which they arise.

Article 6

1. The High Contracting Parties, recognising that there exist in the case of certain of them situations of fact or of law which prevent the latter from immedi-

5° Prohibitions ou restrictions à l'exportation ayant pour but la protection du patrimoine national artistique, historique ou archéologique;

6° Prohibitions ou restrictions applicables à l'or, à l'argent, aux espèces, au papier-monnaie et au titres;

7° Prohibitions ou restrictions ayant pour but d'étendre aux produits étrangers le régime établi à l'intérieur du pays, en ce qui concerne la production, le commerce, le transport et la consommation des produits nationaux similaires;

8° Prohibitions ou restrictions appliquées à des produits qui font ou feront, à l'intérieur du pays, en ce qui concerne la production ou le commerce, l'objet de monopoles d'Etat ou de monopoles exercés sous le contrôle de l'Etat.

Article 5.

Rein, dans la présente Convention, ne portera atteinte au droit de toute Haute Partie contractante de prendre des mesures de prohibition ou de restriction à l'importation ou à l'exportation pour sauvegarder, dans des circonstances extraordinaires et anormales, les intérêts vitaux du pays.

Si des mesures de cette nature sont prises, elles devront être appliquées de telle manière qu'il n'en résulte aucune discrimination arbitraire au détriment de toute autre Haute Partie contractante. Leur durée devra être limitée à la durée des motifs ou des circonstances qui les ont fait naître.

Article 6.

1. Les Hautes Parties contractantes reconnaissant qu'il existe, pour certaines d'entre elles, des situations de fait ou de droit d'où résulte pour ces dernières l'im-

Prohibitions, etc., to protect vital interests of a country.

No arbitrary discrimination.

Reservations for temporary exceptions.

ately undertaking, as regards certain specified products, the engagements entered into under the previous articles, have deemed it equitable to authorise these High Contracting Parties to make a reservation in regard to certain temporary exceptions, which the latter undertake to withdraw as soon as the circumstances from which they arise cease to exist.

2. Moreover, the High Contracting Parties, recognising that the abolition of certain import or export prohibitions or restrictions applied by some of them would involve the latter in grave difficulties, and that, moreover, these prohibitions or restrictions do not prejudicially affect the trade of other countries, have also deemed it equitable to authorise these High Contracting Parties to make a reservation in regard to these exceptions.

3. The Annex to the present Convention sets forth the exceptions coming within the provisions of the two preceding paragraphs, which have been agreed to on this day's date in favour of the High Contracting Parties who are mentioned by name in the Annex and who have signed the Convention on that date.

4. Exceptions which the High Contracting Parties may desire to claim subsequently to that date shall be dealt with in accordance with the procedure laid down in the Protocol to the present Convention.

Article 7.

Should one of the High Contracting Parties be obliged to adopt any measure of prohibition or restriction against products of

possibilité de prendre immédiatement, en ce qui concerne certains produits déterminés, les engagements souscrits aux articles précédents, ont jugé équitable d'autoriser ces Hautes Parties contractantes à faire la réserve de certaines exceptions de caractère temporaire, auxquelles celles-ci s'obligent de mettre un terme dès que les circonstances qui les motivent auront pris fin.

2. D'autre part, les Hautes Parties contractantes, reconnaissant que l'abolition de certaines prohibitions ou restrictions appliquées par certaines d'entre Elles à l'importation ou à l'exportation présenterait pour ces dernières de graves difficultés et que, par ailleurs, ces prohibitions ou restrictions ne comportent pas de répercussions dommageables pour le commerce des autres pays, ont jugé également équitable d'autoriser ces Hautes Parties contractantes à faire la réserve de ces exceptions.

3. L'Annexe à la présente Convention mentionne les exceptions, rentrant dans le cadre des deux paragraphes précédents, qui ont été consenties, à la date de ce jour, au profit des Hautes Parties contractantes qui sont nommément désignées dans cette Annexe et qui ont signé la Convention dès cette date.

4. Les demandes de dérogations que les Hautes Parties contractantes croiraient devoir présenter postérieurement à cette date seront soumises à la procédure indiquée au Protocole de la présente Convention.

Article 7.

Si l'une des Hautes Parties contractantes est amenée à prendre une mesure de prohibition ou de restriction contre des produits

Exceptions set forth
in Annex.
Post, pp. 2479, 2505.

If claimed subse-
quently.

Post, pp. 2475, 2493.

Prohibitions, etc., if
necessary.

any foreign country, whether the Convention be applicable to that country or not, he shall frame the measure in such a way as to cause the least possible injury to the trade of the other High Contracting Parties.

Article 8.

If a dispute arises between two or more High Contracting Parties as to the interpretation or application of the provisions of the present Convention—with the exception of Articles 4, 5 and 6, and of the provisions of the Protocol relating to these articles—and if such dispute cannot be settled either directly between the parties or by the employment of any other means of reaching agreement, the parties to the dispute may, provided they all so agree, before resorting to any arbitral or judicial procedure, submit the dispute with a view to an amicable settlement to such technical body as the Council of the League of Nations or the parties concerned may appoint. This body will give an advisory opinion after hearing the parties and, if necessary, effecting a meeting between them.

The advisory opinion given by the said body will not be binding upon the parties to the dispute unless it is accepted by all of them, and the parties, if they all so agree, may either after resort to such procedure, or in lieu thereof, have recourse to any arbitral or judicial procedure which they may select, including reference to the Permanent Court of International Justice as regards any matters which are within the competence of that Court under its Statute.

d'un pays étranger quelconque, que la présent Convention lui soit ou non applicable, Elle devra l'instituer de telle manière que cette mesure porte le moins possible préjudice au commerce des autres Hautes Parties contractantes.

Article 8.

Si un différend surgit entre deux ou plusieurs Hautes Parties contractantes au sujet de l'interprétation ou de l'application des dispositions de la présente Convention, à l'exception des articles 4, 5 et 6 ainsi que des dispositions du Protocole relatives auxdits articles et si ce différend ne peut être réglé, soit directement entre les parties, soit par la voie de tout autre moyen qu'elles emploieraient pour arriver à une entente, les parties au différend pourront, si elles sont toutes d'accord, avant de recourir à toute autre procédure arbitrale ou judiciaire, soumettre le différend, en vue d'un règlement amiable, à tout organisme technique qui pourra être désigné, soit par le Conseil de la Société des Nations, soit par les parties intéressées. Cet organisme formulera un avis consultatif, après avoir entendu les parties et les avoir, au besoin, réunies.

L'avis consultatif formulé par ledit organisme ne liera pas les parties au différend, à moins qu'il ne soit accepté par chacune d'elles, et les parties pourront, si elles sont toutes d'accord, soit après avoir recouru à la procédure ci-dessus mentionnée, soit pour la remplacer, recourir à toute autre procédure arbitrale ou judiciaire de leur choix, y compris l'instance devant la Cour permanente de Justice internationale, pour toutes matières qui sont de la compétence de la Cour, aux termes de son Statut.

Disputes to technical body for advisory opinion.

Force of advisory opinion.

Arbitration, etc.

Disputes of legal nature.

If a dispute of a legal nature arises as to the interpretation or application of the provisions of the present Convention—with the exception of Articles 4, 5 and 6, and of the provisions of the Protocol relating to these articles—the parties shall, at the request of any of them, refer the matter to the decision of the Permanent Court of International Justice or of an arbitral tribunal selected by them, whether or not there has previously been recourse to the procedure laid down in the first paragraph.

Difference of opinion regarding nature of dispute.

In the event of any difference of opinion as to whether a dispute is of a legal nature or not, the question shall be referred for decision to the Permanent Court of International Justice or to the arbitral tribunal selected by the parties.

Suspension of disputed measures.

The procedure before the body referred to in the first paragraph above or the opinion given by it will in no case involve the suspension of the measures to which the dispute refers; the same will apply in the event of proceedings being taken before the Permanent Court of International Justice—unless the Court decides otherwise under Article 41 of its Statute—or before the arbitral tribunal selected by the parties.

Rights and obligations not prejudiced.

Nothing in the present Convention shall be construed as prejudicing the rights and obligations derived by the High Contracting Parties from the engagements into which they have entered with reference to the jurisdiction of the Permanent Court of International Justice, or from any bilateral conciliation or arbitration conventions between them.

Article 9.

Any High Contracting Party may, either upon ratifying the present Convention or thereafter, declare that he undertakes, in

Disputes concerning interpretation, etc., of provisions herein.

Si un différend quelconque d'ordre juridique surgit au sujet de l'interprétation ou de l'application des dispositions de la présente Convention—à l'exception des dispositions des articles 4, 5 et 6 ainsi que des dispositions du Protocole relative audit article—les parties devront, à la requête de l'une d'elles, soumettre l'objet du litige à la décision de la Cour permanente de Justice internationale, ou d'un tribunal arbitral de leur choix, qu'elles aient ou non préalablement recouru à la procédure prévue à l'alinéa premier.

En cas de contestation sur le point de savoir si un différend est d'ordre juridique ou non, cette question sera soumise à la décision de la Cour permanente de Justice internationale ou du tribunal arbitral choisi par les parties.

La procédure ouverte devant l'organisme visé à l'alinéa premier ci-dessus ou l'avis formulé par lui n'entraînera en aucun cas la suspension de la mesure qui fait l'objet du litige; il en sera de même dans le cas d'une instance devant la Cour permanente de Justice internationale—à moins que celle-ci n'en décide autrement aux termes de l'article 41 de son Statut—ou devant le tribunal arbitral choisi par les parties.

Rien dans la présente Convention ne pourra être interprété comme portant atteinte aux droits et obligations résultant pour les Hautes Parties contractantes, soit de leurs engagements relatifs à la juridiction de la Cour permanente de Justice internationale, soit de leurs conventions bilatérales concernant la conciliation et l'arbitrage.

Article 9.

Chacune des Hautes Parties contractantes pourra, soit lors de la ratification de la présente Convention, soit ultérieurement, dé-

regard to any other High Contracting Party accepting the same obligation, to extend the application of the provisions of paragraph 3 of Article 8 to any dispute which may arise in connection with the interpretation or application of the provisions of the present Convention, including all or part of Articles 4, 5 and 6, and whether or not the dispute is of a legal nature.

Any High Contracting Parties who do not give the undertaking referred to in paragraph 1 as regards Articles 4, 5, and 6, or certain parts of these Articles, and as regards the provisions of the Protocol relating thereto, may make the provisions of paragraphs 1 and 2 of Article 8 applicable to these matters as between themselves.

Article 10.

Any High Contracting Party may at the time of signature, ratification or accession declare that, in accepting the present Convention, he does not assume any obligations in respect of all or any of his colonies, protectorates or territories under suzerainty or mandate; and the present Convention shall not apply to any territories named in such declaration.

Any High Contracting Party may give notice to the Secretary-General of the League of Nations at any time subsequently that he desires that the Convention shall apply to all or any of his territories which have been made the subject of a declaration under the preceding paragraph, and the Convention shall apply to all the territories named in such notice ninety days after its receipt by

clarer qu'elle s'engage à étendre, vis-à-vis de toute autre Haute Partie contractante acceptant la même obligation, l'application des dispositions de l'alinéa 3 de l'article 8 ci-dessus à tout différend pouvant surgir au sujet de l'interprétation ou de l'application des dispositions de la présente Convention, y compris, en tout ou en partie, les articles 4, 5 et 6, que le différend soit ou non d'ordre juridique.

Les Hautes Parties contractantes qui ne prendraient pas, pour les articles 4, 5 et 6 ou pour certaines parties de ces articles, ainsi que pour les dispositions y relatives du Protocole, l'engagement prévu à l'alinéa précédent, pourront rendre applicables entre elles pour ces matières les dispositions des alinéas 1 et 2 de l'article 8.

Article 10.

Chacune des Hautes Parties contractantes, peut déclarer, au moment de la signature, de la ratification ou de l'adhésion, que, par son acceptation de la présente Convention, Elle n'entend assumer aucune obligation en ce qui concerne l'ensemble ou toute partie de ses colonies, protectorats ou territoires placés sous sa suzeraineté ou mandat; dans ce cas, la présente Convention ne sera pas applicable aux territoires faisant l'objet de pareille déclaration.

Reservation concerning applicability of provisions to colonies, etc.

Chacune des Hautes Parties contractantes pourra dans la suite notifier au Secrétaire général de la Société des Nations qu'elle entend rendre la présente Convention applicable à l'ensemble ou à toute partie de ses territoires ayant fait l'objet de la déclaration prévue à l'alinéa précédent. Dans ce cas, la Convention s'appliquera aux territoires visés dans la notification quatre-vingt-dix jours après

Withdrawal of reservation.

the Secretary-General of the League of Nations.

Reservation subsequently declared.

Any High Contracting Party may at any time declare that he desires that the present Convention shall cease to apply to all or any of his colonies, protectorates or territories under suzerainty or mandate, and the Convention shall cease to apply to the territories named in such declaration one year after its receipt by the Secretary-General of the League of Nations.

Article 11.

Rights, etc., arising from prior conventions, etc., not prejudiced.

Nothing in the present Convention shall prejudice the rights and obligations which the High Contracting Parties may derive from international Conventions in force to which they are parties.

The present Convention shall not prejudice the provisions of any bilateral agreements in force at the present date between the High Contracting Parties which establish, in regard to import and export prohibitions or restrictions, a more liberal regime than that established by the provisions of the present Convention.

Article 12.

From the Covenant of the League of Nations.

The present Convention shall not in any way affect rights and obligations arising from the Covenant of the League of Nations.

Article 13.

Report.

The High Contracting Parties shall, within twelve months after the coming into force of the present Convention in their territories, communicate to one another through the Secretary-General of the League of Nations a report on the steps taken to give

la réception de cette notification par le Secrétaire général de la Société des Nations.

De même, chacune des Hautes Parties contractantes peut à tout moment déclarer qu'elle entend voir cesser l'application de la présente Convention à l'ensemble ou à toute partie de ses colonies, protectorats ou territoires placés sous sa suzeraineté ou mandat; dans ce cas, la Convention cessera d'être applicable aux territoires faisant l'objet de pareille déclaration un an après la réception de cette déclaration par le Secrétaire général de la Société des Nations.

Article 11.

Rien, dans la présente Convention, ne porte atteinte aux droits et obligations découlant, pour les Hautes Parties contractantes, des conventions internationales en vigueur auxquelles elles sont parties.

La présente Convention ne déroge pas aux stipulations des accords bilatéraux, en vigueur à la date de ce jour entre les Hautes Parties contractantes, qui établissent, en matière de prohibitions ou de restrictions à l'importation ou à l'exportation, un régime plus libéral que celui qui est établi par les dispositions de la présente Convention.

Article 12.

La présente Convention ne porte en rien atteinte aux droits et obligations résultant du Pacté de la Société des Nations.

Article 13.

Les Hautes Parties contractantes se communiqueront, par l'intermédiaire de Secrétaire général de la Société des Nations, dans les douze mois qui suivront la mise en vigueur de la présente Convention dans leurs territoires, un rapport sur les mesures prises

effect to the provisions of the Convention.

Article 14.

The present Convention, of which the French and English texts are both authentic, shall bear this day's date.

It shall be open for signature until January 1st, 1929, on behalf of any Member of the League of Nations or of any non-Member State represented at the Conference which drew up this Convention or to which the Council of the League of Nations shall, for this purpose, have communicated a copy of the present Convention.

Members of the League of Nations and non-Member States on whose behalf the Convention has been signed prior to February 1st, 1928, may avail themselves of the procedure referred to in Article 6, paragraph 4.

Article 15.

The present Convention shall be ratified.

The instruments of ratification shall be deposited with the Secretary-General of the League of Nations, who shall notify the receipt thereof to all Members of the League and to the non-Member States referred to in the previous article.

Article 16.

On and after January 1st, 1929, any Member of the League of Nations or any State referred to in Article 14 may accede to the present Convention.

This accession shall be effected by a notification made to the Secretary-General of the League of Nations, to be deposited in the archives of the Secretariat. The Secretary-General shall at once notify such deposit to all who

pour assurer l'exécution des dispositions de la Convention.

Article 14.

La présente Convention, dont les textes français et anglais feront également foi, portera la date de ce jour.

Elle pourra être signée jusqu'au 1^{er} janvier 1929, au nom de tout Membre de la Société des Nations ou de tout Etat non membre représenté à la Conférence qui a établi cette Convention ou de tout Etat à qui le Conseil de la Société des Nations aura, à cet effet, communiqué un exemplaire de la présente Convention.

Les Membres de la Société des Nations et les Etats non membres, au nom desquels la Convention aura été signée avant le 1^{er} février 1928, seront admis au bénéfice de la procédure prévue au paragraphe 4 de l'article 6.

Article 15.

La présente Convention sera ratifiée.

Les instruments de ratification seront déposés auprès de Secrétaire général de la Société des Nations, qui en notifiera la réception à tous les Membres de la Société, ainsi qu'aux Etats non membres visés à l'article précédent.

Article 16.

A partir du 1^{er} janvier 1929, tout Membre de la Société des Nations et tout Etat visé à l'article 14 pourra adhérer à la présente Convention.

Cette adhésion s'effectuera par une notification faite au Secrétaire général de la Société des Nations pour être déposée dans les archives du Secrétariat. Le Secrétaire général notifiera ce dépôt immédiatement à tous les

Date, etc., of Convention.

Time for affixing signatures.

Art. 6, p. 2470.

Ratification.

Deposit of instruments of ratification.

Accession.

Procedure for.

have signed or acceded to the Convention.

Etats signataires ou adhérents de la présente Convention.

Article 17.

Article 17.

Effective date, etc.

The present Convention shall come into force under the conditions and on the date to be determined at the meeting provided for hereinafter.

La présente Convention sera mise en vigueur dans les conditions et à la date qui seront fixées par la réunion prévue ci-après.

Meetings.

Between June 15th and July 15th, 1928, the Secretary-General of the League of Nations shall invite the duly accredited representatives of the Members of the League of Nations and of non-Member States on whose behalf the Convention shall have been signed on or before June 15th, 1928, to attend a meeting at which they shall determine:

Entre le 15 juin et le 15 juillet 1928, le Secrétaire général de la Société des Nations convoquera les représentants dûment accrédités des Membres de la Société des Nations et des Etats non membres, au nom desquels la Convention aura été signée à la date du 15 juin 1928, à une réunion, au cours de laquelle ils auront à déterminer:

Topics for determination.

(a) The reservations which, having been communicated to the High Contracting Parties in accordance with Article 6, paragraph 4, may, with their consent, be made at the time of ratification;

a) Les réserves qui, communiquées aux Hautes Parties contractantes en conformité du paragraphe 4 de l'article 6, pourront, avec l'assentiment de ces dernières, être faites au moment de la ratification;

Art. 6, p. 2470.

(b) The conditions required for the coming into force of the Convention and, in particular, the number and, if necessary, the names of the Members of the League and of non-Member States, whether they are signatories or not, whose ratification or accession must first be secured;

b) Les conditions requises pour la mise en vigueur de la Convention et notamment le nombre, et, s'il y a lieu, la mention des Membres de la Société et des Etats non membres, qu'ils soient signataires ou non, dont la ratification ou l'adhésion devra préalablement avoir été acquise;

(c) The last date on which the ratifications may be deposited and the date on which the Convention shall come into force if the conditions required under the preceding paragraph are fulfilled.

c) Le délai extrême pour le dépôt des ratifications et la date à laquelle la mise en vigueur devra intervenir, si les conditions requises au paragraphe précédent sont réalisées.

Procedure if ratifications not secured.

If, on the expiration of this period, the ratification upon which the coming into force of the Convention will be conditional have not been secured, the Secretary-General of the League of Nations shall consult the Members of the

Si, à l'expiration de ce délai, les ratifications auxquelles sera subordonnée la mise en vigueur de la Convention n'étaient pas acquises, le Secrétaire général de la Société des Nations consultera les Membres de la Société des

League of Nations and non-Member States on whose behalf the Convention has been ratified and ascertain whether they desire nevertheless to bring it into force.

Article 18.

The present Convention may be denounced by a notification in writing addressed to the Secretary-General of the League of Nations on behalf of any Member of the League of Nations or of any non-Member State after the expiration of a period of five years reckoned from the date on which the Convention shall have entered into force.

Such denunciation shall take effect twelve months after the date on which it is received by the Secretary-General of the League of Nations, and shall operate only in respect of the Member of the League of Nations or the non-Member State on whose behalf it is made.

Nevertheless, the Convention may be denounced on behalf of any Member of the League of Nations or any non-Member State after the expiration of the third year from the date of the present Convention, if, after that period, any one of the exceptions allowed in virtue of Article 6, paragraph 1, still exists. This denunciation shall take effect six months after the date on which it is received by the Secretary-General, and shall operate only in respect of the Member of the League of Nations or the non-Member State on whose behalf it is made.

Futhermore, the Convention may be denounced on behalf of any Member of the League of Nations or of any non-Member State after the expiration of the

Nations et les Etats non membres, au nom desquels la Convention aura été ratifiée, sur le point de savoir s'ils désirent néanmoins la mettre en vigueur.

Article 18.

La présente Convention pourra être dénoncée, par une notification écrite adressée au Secrétaire général de la Société des Nations, au nom de tout Membre de la Société des Nations ou de tout Etat non membre, après l'expiration d'un délai de cinq ans, comptés à partir de la date à laquelle la Convention sera entrée en vigueur.

Cette dénonciation produira ses effets douze mois après la date à laquelle elle aura été reçue par le Secrétaire général de la Société des Nations et n'aura d'effet qu'en ce qui concerne le Membre de la Société des Nations ou l'Etat non membre au nom duquel elle aura été faite.

Toutefois, la Convention pourra être dénoncée au nom de tout Membre de la Société des Nations ou de tout Etat non membre après l'expiration de la troisième année, à compter de la date de la présente Convention, si, après ce délai, l'une quelconque des dérogations consenties en vertu du paragraphe 1 de l'article 6 subsiste. Cette dénonciation produira ses effets six mois après la date à laquelle elle aura été reçue par le Secrétaire général et n'aura d'effet qu'en ce qui concerne le Membre de la Société des Nations ou l'Etat non membre au nom duquel elle aura été faite.

En outre, la Convention pourra être dénoncée au nom de tout Membre de la Société des Nations ou de tout Etat non membre après l'expiration de la cinquième

Denunciation by any Member after five years.

Effective date.

After three years.

Ante, p. 2469.

Effective date.

If Member considers that exceptions have impaired effects of Convention.

fifth year from the date of the present Convention, if, after that period, such Member of the League of Nations or non-Member State considers that any one of the exceptions allowed by the High Contracting Parties at the meeting provided for in Article 17 has impaired the effects of the present Convention.

Effective date.

This denunciation shall take effect six months after the date on which it is received by the Secretary-General, and shall operate only in respect of the Member of the League of Nations or the non-Member State on whose behalf it is made.

Notification.

Any denunciation made in accordance with the foregoing provisions shall be notified immediately by the Secretary-General of the League of Nations to all the other High Contracting Parties.

High Contracting Parties discharged from obligations if agreement to maintain Convention fails.

If, as a result of denunciations, the conditions for the coming into force of the Convention which the High Contracting Parties may lay down at the meeting provided for in Article 17 should no longer be fulfilled, any High Contracting Party may request the Secretary-General of the League of Nations to summon a Conference to consider the situation created thereby. Failing agreement to maintain the Convention, each of the High Contracting Parties shall be discharged from his obligations from the date on which the denunciation which led to the summoning of this Conference shall take effect.

Article 19.

If, before the expiration of the period of five years mentioned in paragraph 1 of Article 18, notifications should be addressed to

année, à compter de la date de la présente Convention, si, après ce délai ce Membre de la Société des Nations ou de cet Etat non membre estime que l'une quelconque des dérogations consenties par les Hautes Parties contractantes au cours de la réunion prévue à l'article 17 a altéré les effets de la présente Convention.

Cette dénonciation produira ses effets six mois après la date à laquelle elle aura été reçue par le Secrétaire général et n'aura d'effet qu'en ce qui concerne le Membre de la Société des Nations ou l'Etat non membre au nom duquel elle aura été faite.

Toute dénonciation intervenue en conformité des dispositions ci-dessus sera communiquée immédiatement par le Secrétaire général de la Société des Nations à toutes Hautes Parties contractantes.

Si, à la suite de dénonciations, les conditions auxquelles les Hautes Parties contractantes auront, au cours de la réunion prévue à l'article 17, subordonné la mise en vigueur de la Convention, cessaient d'être remplies, chacune des Hautes Parties contractantes pourra demander au Secrétaire général de la Société des Nations la convocation d'une Conférence en vue d'examiner la situation résultant de ce fait. A défaut d'un accord pour le maintien de la Convention, chacune des Hautes Parties contractantes sera libérée de ses obligations à la date à laquelle la dénonciation qui a provoqué la convocation de cette Conférence produira ses effets.

Article 19.

Si avant l'expiration du délai de cinq ans mentionné au premier alinéa de l'article 18, des communications étaient adressées au

Consultation for revision.

the Secretary-General of the League of Nations on behalf of one-third of the Members of the League of Nations and of non-Member States to which the present Convention applies, informing him that they desire the Convention to be revised, all the Members of the League of Nations and all non-Member States to which the Convention applies agree to take part in any consultation which may be held for this purpose.

If the revision has taken place before the end of the fifth year from the date of the coming into force of the present Convention, any Member of the League of Nations or non-Member State who has not accepted the revised Convention shall have the right to denounce the present Convention, without regard to the period of five years provided for in paragraph 4 of Article 18. Such denunciation shall take effect on the date on which the revised Convention comes into force.

If the revision has taken place in the course of the fifth year from the date of the coming into force of the present Convention, the period of denunciation referred to in paragraph 1 of Article 18 will be prolonged by one year.

Annex to Article 6.

In accordance with Article 6, paragraph 3, and with Section IV (d) of the Protocol, each of the exceptions maintained in favour of the countries mentioned below is only admitted under the terms of the present Convention if the country concerned appends its signature* thereto on this day's date, and if, on the same date, the prohibition or restriction which it seeks to maintain is still in force.

Secrétaire général de la Société des Nations au nom d'un tiers des Membres de la Société des Nations et des Etats non membres parties à la présente Convention, pour l'informer de leur désir de voir reviser la Convention, tous les Membres de la Société des Nations et tous les Etats non membres, parties à la présente Convention, s'engagent à prendre part à toute consultation qui pourrait avoir lieu dans ce but.

Au cas où la revision aurait lieu avant l'expiration de la cinquième année à compter de la date de la mise en vigueur de la présente Convention, tout Membre de la Société des Nations ou tout Etat non membre, qui n'accepterait pas d'être partie à la Convention révisée, aura le droit de dénoncer la présente Convention, nonobstant le délai de cinq ans prévu à l'alinéa 4 de l'article 18. Cette dénonciation produira ses effets à la date à laquelle le régime institué par la Convention révisée entrera en vigueur.

Au cas où la revision aurait lieu au cours de la cinquième année à compter de la date de la mise en vigueur de la présente Convention, le délai de dénonciation prévu à l'alinéa 1 de l'article 18 sera prorogé d'un an.

Annexe de l'Article 6.

Par application du paragraphe 3 de l'article 6 et de la Section IV, *littéra d*), du Protocole, chacune des exceptions maintenues au profit des pays mentionnés ci-après n'est admise, aux termes de la présente Convention, que si le pays intéressé y appose sa signature* à la date de ce jour et si, à la même date, la prohibition ou restriction dont il réclame le maintien est encore en vigueur.

Denunciation of Convention if revision not acceptable.

Ante, p. 2477.

Annex to Article 6.

Ante, p. 2470.

Post, p. 2493.

For footnotes see pages 2480 and 2481.

I.

Exceptions under
Paragraph 1.*Exceptions agreed to under Paragraph 1.*

<i>Germany</i>	Coal, coke, peat, lignite, briquettes	import and export
	Scrap iron and scrap of other metals and alloys	export
<i>Austria</i>	Scrap iron and scrap of other metals and alloys	export
<i>Belgium</i>	Scrap iron and scrap of other metals and alloys	export
<i>Great Britain</i>	Synthetic organic dyestuffs and colours or colouring matter containing them, as well as organic intermediate products used in the manufacture of such dyestuffs, colours and colouring matter	import
<i>France</i>	Scrap iron and scrap of other metals and alloys	export
<i>Hungary</i>	Scrap iron and scrap of other metals and alloys	export
<i>Italy</i>	Scrap iron and scrap of other metals and alloys	export
<i>Japan</i>	Synthetic organic dyestuffs and colours or colouring matter containing them, as well as organic intermediate products used in the manufacture of such dyestuffs, colours and colouring matter	import
	Rice	import and export
<i>Luxemburg</i>	Scrap iron and scrap of other metals and alloys	export
<i>Roumania</i>	Scrap iron and scrap of other metals and alloys	export
	Used machinery for industrial installations	import

*Among the countries referred to in this Annex, the following signed the Convention on November 8th, 1927: Germany, Austria, Belgium, Great Britain, etc., Egypt, France, Hungary, Italy, Japan, Luxemburg, Roumania and Czechoslovakia.

I.

*Exceptions consenties en conformité du paragraphe 1.*Exceptions under
Paragraph 1.

<i>Allemagne</i>	Houille, coke, tourbe, lignite, briquettes	à l'importation et à l'exportation
	Ferrailles et déchets des autres métaux et alliages	à l'exportation
<i>Autriche</i>	Ferrailles et déchets des autres métaux et alliages	à l'exportation
<i>Belgique</i>	Ferrailles et déchets des autres métaux et alliages	à l'exportation
<i>Grande-Bretagne</i>	Colorants organiques de synthèse et couleurs et matières colorantes qui les contiennent ainsi que produits organiques intermédiaires employés pour la fabrication de ces colorants, couleurs et matières colorantes	à l'importation
<i>France</i>	Ferrailles et déchets des autres métaux et alliages	à l'exportation
<i>Hongrie</i>	Ferrailles et déchets des autres métaux et alliages	à l'exportation
<i>Italie</i>	Ferrailles et déchets des autres métaux et alliages	à l'exportation
<i>Japon</i>	Colorants organiques de synthèse et couleurs et matières colorantes qui les contiennent ainsi que produits organiques intermédiaires employés pour la fabrication de ces colorants, couleurs et matières colorantes	à l'importation
	Riz	à l'importation et à l'exportation
<i>Luxembourg</i>	Ferrailles et déchets des autres métaux et alliages	à l'exportation
<i>Roumanie</i>	Ferrailles et déchets des autres métaux et alliages	à l'exportation
	Machines usagées pour installations industrielles	à l'importation

*Parmi les pays mentionnés à cette annexe, ceux qui suivent ont signé la Convention le 8 novembre 1927: Allemagne, Autriche, Belgique, Grande-Bretagne, etc., Egypte, France, Hongrie, Italie, Japon, Luxembourg, Roumanie et Tchécoslovaquie.

<i>Czechoslovakia</i>	Coal, coke, peat, lignite, briquettes	import and export
	Scrap iron and scrap of other metals and alloys	export

II

Exceptions under
Paragraph 2.

Exceptions agreed to under Paragraph 2.

<i>Egypt</i>	Live-stock (exportation subject to licence)	export
	Eggs, during certain months of the year	export
	Organic fertilisers, including pigeon-manure, slaughter-house offal and dried blood	export
<i>United States of America</i>	Helium gas	export
<i>Italy</i>	Iron ores	export
	Corn	export
<i>Roumania</i>	Ores of iron, copper and manganese	export
	Crude oil	export

<i>Tchécoslovaquie</i>	Houille, coke, tourbe, lignite, briquettes	à l'importation et à l'exporta- tion
	Ferrailles et déchets des autres métaux et alliages	à l'exportation

II.

Exceptions consenties en conformité du paragraphe 2.

Exceptions under
Paragraph 2.

<i>Egypte</i>	Bétail (exportation soumise à la délivrance d'un permis)	à l'exportation
	Oeufs (pendant certains mois de l'année)	à l'exportation
	Engrais organiques, y compris fiente de pigeons, déchets d'abat- toirs et sang desséché	à l'exportation
<i>Etats-Unis d'Amérique</i>	Gaz hélium	à l'exportation
<i>Italie</i>	Minerais de fer	à l'exportation
	Blé	à l'exportation
<i>Roumanie</i>	Minerais de fer, de cuivre et de manganèse	à l'exportation
	Pétrole brut	à l'exportation

Signatures
Convention.

to the

IN FAITH WHEREOF the delegates have signed the present Convention.

DONE at Geneva, the eighth day of November, one thousand nine hundred and twenty-seven, in a single copy, which shall be deposited in the archives of the Secretariat of the League of Nations, and of which authenticated copies shall be delivered to all Members of the League of Nations and non-Member States represented at the Conference.

Allemagne

Dr. TRENDELENBURG
8-XI-27

États-Unis d'Amérique

At the moment of signing the International Convention for the Abolition of Import and Export Prohibitions and Restrictions, and the Protocol to the Convention, I, the undersigned, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Switzerland, duly empowered to sign the said Convention and Protocol, declare, pursuant to instructions from my Government, that the United States, in accordance with Article 10 of the Convention, does not assume any obligation in respect of the Philippine Islands and that I sign the Convention and Protocol subject to the following reservations and conditions with respect to the United States of America:

(a) That prohibitions or restrictions designed to extend to exported products the regime established within the country in respect of the production of, trade in, and transport and consumption of such products in domestic commerce are not prohibited by the said Convention, provided, however, that such prohibitions or restrictions shall not be applied in such a manner as to constitute a means of arbitrary discrimination between foreign countries or a disguised restriction on international trade.

EN FOI DE QUOI, les plénipotentiaires ont signé la présente Convention.

FAIT à Genève, le huit novembre mil neuf cent vingt-sept, en simple expédition qui sera déposée dans les archives du Secrétariat de la Société des Nations; copie conforme en sera transmise à tous les Membres de la Société des Nations et à tous les Etats non membres représentés à la Conférence.

*Germany**United States of America*

(b) That the said Convention affects neither the tariff systems nor the treaty-making methods of the participating countries nor the measures taken to ensure the application thereof, including measures to counteract dumping, bounties, subsidies, unfair methods or acts in foreign trade, undervaluation or discrimination.¹

Signatures—Continued.

Hugh R. WILSON
30-I-28

Autriche

Austria

E. PFLÜGL
8-XI-27

Belgique

Belgium

J. BRUNET.

F. VAN LANGENHOVE.
8-XI-27

Grande-Bretagne et Irlande du Nord ainsi que toutes parties de l'Empire britannique non membres séparés de la Société des Nations. *Great Britain and Northern Ireland and those Parts of the British Empire which are not separate Members of the League of Nations.*

I declare that my signature does not include any of His Britannic Majesty's colonies, protectorates or territories under suzerainty or mandate.²

S. J. CHAPMAN
8-XI-27

Traduction du Secrétariat de la Société des Nations:

¹ Au moment de signer la Convention internationale pour l'abolition des prohibitions et restrictions à l'importation et à l'exportation, et le Protocole de la Convention, je soussigné, Envoyé extraordinaire et Ministre plénipotentiaire des Etats-Unis d'Amérique en Suisse, dûment autorisé à signer ladite Convention et ledit Protocole, déclare, suivant les instructions de mon gouvernement, que les Etats-Unis, conformément à l'article 10 de la Convention, n'assument aucune obligation en ce qui concerne les Iles Philippines, et que je signe la Convention et le Protocole sous les réserves et aux conditions suivantes, en ce qui concerne les Etats-Unis d'Amérique:

a) Les prohibitions ou restrictions ayant pour objet d'étendre aux produits exportés le régime établi à l'intérieur du pays, en ce qui concerne la production, le commerce, le transport et la consommation de ces produits en trafic intérieur, ne seront pas interdites par ladite Convention, à la condition, toutefois, que ces prohibitions ou restrictions ne soient pas appliquées de manière à constituer un moyen de discrimination arbitraire entre les pays étrangers ni de manière à constituer une restriction déguisée des échanges internationaux.

b) Ladite Convention n'affecte ni le système tarifaire ni les méthodes contractuelles des pays participants, ni les pratiques destinées à en assurer l'application, y compris les mesures destinées à contre-balancer les effets du dumping, des primes, des subventions, des méthodes ou actes déloyaux en matière de commerce extérieur, de la sous-estimation ou de la discrimination.

² Je déclare que ma signature ne couvre pas les colonies, protectorats ou territoires placés sous la suzeraineté ou le mandat de Sa Majesté britannique.

Signatures—Con-
tinued. *Inde**India*

Under the terms of Article 10 I declare that my signature does not include the territories in India of any Prince or Chief under the suzerainty of His Majesty.¹

Atul C CHATTERJEE.
26-IV-28

*Bulgarie**Bulgaria*

Prof. Georges DANAÏLOW
8-XI-27

*Chili**Chile*

Au moment de signer la présente Convention, le soussigné déclare, au nom de son Gouvernement:

a) Qu'il a la ferme conviction que les Nos 1 et 3 de l'article 4 ne pourront être invoqués par les autres Hautes Parties contractantes pour interdire ou restreindre l'importation dans leur territoire du nitrate de soude chilien, principalement employé dans l'agriculture.

b) Que de l'avis du Gouvernement du Chili la Convention n'affecte ni le système tarifaire ni les méthodes contractuelles des pays participants, ni les pratiques destinées à en assurer l'application, y compris les mesures destinées à contre-balancer les effets du dumping.²

E. VILLEGAS
14-VI-28

*Danemark**Denmark*

Avec réserve pour le Groenland³

J. CLAN.
8-XI-27

*Egypte**Egypt*

Sadik. E. HENEIN
8-XI-27

*Estonie**Estonia*

C. R. PUSTA
30-I-28

Translation by the Secretariat of the League of Nations:

¹ Conformément aux termes de l'article 10, je déclare que ma signature n'engage pas les territoires de l'Inde appartenant à un prince ou chef placé sous la suzeraineté de Sa Majesté britannique.

² At the moment of signing the present Convention, the undersigned declares, on behalf of his Government:

(a) That he is fully convinced that Nos. 1 and 3 of Article 4 cannot be invoked by the other High Contracting Parties to prohibit or restrict the importation into their territories of Chilean nitrate of soda, principally employed in agriculture.

(b) That, in the Chilean Government's opinion, the Convention affects neither the tariff system nor the treaty-making methods of the participating countries, nor the measures taken to ensure their application, including the measures intended to counteract the effects of dumping.

³ Subject to reservation as regards Greenland.

Finlande

Rafael ERICH.
8-XI-27

Finland Signatures—Continued.

France

Au moment de signer la présente Convention, la France déclare que, par son acceptation, elle n'entend assumer aucune obligation en ce qui concerne l'ensemble de ses colonies, protectorats et territoires placés sous sa suzeraineté ou mandat¹

France

D. SERRUYS
8-XI-27

Hongrie

BARANYAI Zoltán
8-XI-27

Hungary

Italie

A. DI NOLA
8-XI-27

Italy

Japon

En signant la Convention Internationale pour l'abolition des prohibitions et restrictions à l'importation et à l'exportation, nous, soussignés, déclarons que les dispositions de l'article 8 de la présente Convention ne portent pas atteinte à l'action faite par le pouvoir judiciaire du Japon en appliquant les lois et décrets japonais.²

Japan

N. ITO J. TSUSHIMA
8-XI-27

Lettonie

Charles DUZMANS
31-I-28

Latvia

Luxembourg

Albert CALMES.
8-XI-27

Luxemburg

Norvège

Georg WETSTEIN
31-I-28

Norway

Translation by the Secretariat of the League of Nations:

¹ On signing the present Convention, France declares that by its acceptance it does not intend to assume any obligation in regard to any of its Colonies, Protectorates and territories under its suzerainty or mandate.

² In signing the International Convention for the Abolition of Import and Export Prohibitions and Restrictions we, the undersigned, declare that the provisions of Article 8 of the present Convention are in no way derogatory to the acts of the Japanese judicial authorities in the application of Japanese laws and decrees.

Signatures—Con-
tinued. Pays-Bas*The Netherlands*

	POSTHUMA. DE GRAAFF	F. M. WIBAUT	
<i>Pologne</i>		8-XI-27	<i>Poland</i>
		F. SOKAL	
		31-I-28	
<i>Portugal</i>			<i>Portugal</i>
	FRANCISCO DE CALHEIROS E MENEZES		
		31-I-28	
<i>Roumanie</i>			<i>Roumania</i>
	D. J. GHEORGHIU	César POPESCU	
	Sous réserve de la ratification du gouvernement et du parlement roumain. ¹		
		8-XI-27	
<i>Royaume des Serbes, Croates et Slovènes</i>			<i>Kingdom of the Serbs Croats and Slovenes</i>
	Const. FOTITCH		
		24-I-28	
<i>Siam</i>			<i>Siam</i>
	CHAROON		
		8-XI-27	
<i>Suède</i>			<i>Sweden</i>
	Einar HENNINGS		
		2-XII-27	
<i>Suisse</i>			<i>Switzerland</i>
	W. STUCKI		
		8-XI-27	
<i>Tchécoslovaquie</i>			<i>Czechoslovakia</i>
	Dr. IBL		
		8-XI-27	
<i>Turquie</i>			<i>Turkey</i>
	M. KEMAL		
		14-V-28	

*Translation by the Secretariat of the League of Nations:*¹ Subject to ratification by the Roumanian Government and Parliament.

PROTOCOL TO THE CON-
VENTION

PROTOCOLE DE LA CON-
VENTION

Protocol to the Con-
vention.

At the moment of signing the Convention of to-day's date for the Abolition of Import and Export Prohibitions and Restrictions, the undersigned, duly authorized, have agreed on the following provisions, which are intended to ensure the application of the Convention:

Au moment de procéder à la signature de la Convention pour l'abolition des prohibitions et restrictions à l'importation et à l'exportation, conclue à la date de ce jour, les soussignés dûment autorisés sont convenus des dispositions suivantes, destinées à assurer l'application de cette Convention:

SECTION I.

SECTION I.

ad Article 1.

ad Article 1.

(a) The words "territories of the High Contracting Parties" employed in the Convention refer only to territories to which it is made applicable.

a) Les mots "territoires des Hautes Parties contractantes" employés dans la Convention ne désignent que les territoires auxquels elle est rendue applicable;

"Territories of the High Contracting Parties."

(b) Should the Customs territory of any High Contracting Party include territories which are not placed under his sovereignty, these territories are also to be regarded as "territories" within the meaning of the Convention.

b) Dans le cas où le territoire douanier d'une des Hautes Parties contractantes comprend des territoires qui ne sont pas placés sous sa souveraineté, ces territoires seront également considérés comme "territoires" aux termes de la Convention;

Customs territory.

(c) In view of the fact that within or immediately adjacent to the territory of India there are areas or enclaves, small in extent and population in comparison with such territory, and that these areas or enclaves form detached portions or settlements of other parent States, and that it is impracticable for administrative reasons to apply to them the provisions of the Convention, it is agreed that these provisions shall not apply to them.

c) Etant donné qu'il existe à l'intérieur ou sur les frontières mêmes de l'Inde des zones ou enclaves d'une étendue et d'une population très faibles par rapport à celles de son territoire, et qui forment des parties détachées ou des établissements appartenant à d'autres Etats métropoles et que, d'autre part, il est impossible, pour des raisons administratives, d'appliquer les dispositions de la Convention auxdites zones ou enclaves, il est convenu que ces dispositions ne s'y appliqueront pas.

Areas in India excepted.

Provisions of Convention to apply.

India, however, will apply as regards the areas or enclaves in question a regime which will respect the principles of the Convention and facilitate imports and exports as far as practicable, and will refrain from imposing in regard to them any new measures of prohibition or restriction which would not be authorised by the provisions of the Convention, unless there should be no other means of ensuring the collection of customs and excise duties.

SECTION II.

ad Article 2.

Federal Government only, of Canada bound.

As regards the application of Article 2, the obligation accepted by Canada binds only the Federal Government and not the Provincial Governments, which, under the Constitution, possess the power of prohibiting or restricting the importation and exportation of certain products into or from their territories.

SECTION III.

ad Article 4.

(a) *ad No. 4.*

Animal and plant protection from disease.

The protection of animals and plants against disease also refers to measures taken to preserve them from degeneration or extinction and to measures taken against harmful seeds, plants, parasites and animals.

(b) *ad No. 7.*

Preserving standards for export.

The High Contracting Parties, although they have refrained from making any reference to measures relating to "standard" products and definitions of products, declare that this paragraph must be interpreted as in no way inter-

Toutefois l'Inde appliquera, à l'égard des zones ou enclaves en question, un régime qui respectera les principes de la Convention et facilitera, dans la mesure du possible, les importations et les exportations, et elle s'interdit de les soumettre à toute nouvelle mesure de prohibition ou de restriction qui ne serait pas autorisée par la Convention, sauf dans le cas où il n'y aurait pas d'autre moyen d'assurer la perception des droits de douane et d'accise.

SECTION II.

ad Article 2.

En ce qui concerne l'application de l'article 2, l'engagement souscrit par le Canada ne lie que le Gouvernement fédéral, sans engager les gouvernements des provinces, auxquels la constitution canadienne donne le pouvoir d'interdire ou de restreindre sur leur territoire l'importation et l'exportation de certains produits.

SECTION III.

ad Article 4.

a) *ad N° 4.*

La protection des animaux et des plantes contre les maladies vise également les mesures prises afin de les préserver contre la dégénérescence ou l'extinction, et les mesures appliquées aux semences, plantes, parasites et animaux nuisibles.

b) *ad N° 7.*

Les Hautes Parties contractantes, bien que s'étant abstenues de viser les mesures relatives aux produits dits "standards" et aux définitions de produits, déclarent que ce paragraphe doit être interprété comme ne faisant pas ob-

fering with the practice followed by certain countries of subjecting the exportation of their products to certain conditions as to quality with the object of preserving the reputation of those products and at the same time of offering a guarantee to the foreign purchaser. They declare, on the other hand, that they interpret the paragraph in question as prohibiting recourse to any system of classifying or defining products which is employed as an indirect means of restricting the importation of foreign products or of subjecting importation to a regime of unfair discrimination.

(c) *ad No. 7.*

The High Contracting Parties declare that prohibitions or restrictions the sole object of which is either to prevent imported goods from escaping the payment of the customs duties applicable thereto, or in exceptional cases to prevent the importation of certain goods which would reduce the revenue from the duties imposed on certain other goods, may only be established or maintained, if no other effective means exist of securing the said revenue.

(d) *ad No. 7.*

The High Contracting Parties declare that if, on account of the constitution of certain States and the different methods of internal control which they employ, it should prove impossible to secure complete similarity of treatment between native and imported products, any such difference in treatment must not have the

stacile à la pratique de certains pays de subordonner l'exportation de leurs produits à certaines conditions de qualité, en vue de sauvegarder, d'une part, le bon renom de ces produits et de donner, d'autre part, une garantie à l'acheteur étranger. Elles déclarent au contraire qu'Elles interprètent le paragraphe en question comme interdisant le recours à tout système de classification ou de définition des produits, employé comme un moyen détourné de restreindre l'importation des produits étrangers ou de la soumettre à un régime d'injuste discrimination.

c) *ad N° 7.*

Les Hautes Parties contractantes déclarent que les prohibitions et restrictions dont le seul but est soit d'éviter que certaines marchandises importées puissent être soustraites aux droits de douane qui leur sont applicables, soit d'empêcher, dans des cas exceptionnels, l'importation de certaines marchandises d'où résulterait une réduction des revenus fiscaux provenant de droits auxquels sont soumises d'autres marchandises, ne pourront être établies ou maintenues qu'à défaut de tout autre moyen efficace d'assurer lesdits revenus fiscaux.

d) *ad N° 7.*

Les Hautes Parties contractantes déclarent que si, du fait de la constitution de certains Etats et des méthodes différentes qu'ils mettent en œuvre pour leur contrôle intérieur, une assimilation complète ne pouvait être établie entre le régime des produits nationaux et celui des produits importés, ce traitement différentiel

Payments of customs duties on imports.

Unfair discrimination.

object or effect of establishing an unfair discrimination against the latter.

(e) *ad No. 8.*

Monopolies.

The High Contracting Parties declare that they have solely in view monopolies each of which applies only to one or more specific articles.

SECTION IV.

ad Article 6.

(a) *ad No. 1.*

Conditions making necessary reservations need not be removed in three years.

The High Contracting Parties who have made the reservations referred to in paragraph 1 of Article 6 declare that they do not regard their acceptance of the provisions of Article 18, paragraph 3, as an undertaking on their part that the circumstances which compelled them to make these reservations will have ceased to exist at the end of three years, but as entitling any High Contracting Party to resume his freedom of action if, in the event of these circumstances not having changed within the said period, he considered that his economic conditions were detrimentally affected by the maintenance of any of the prohibitions or restrictions to which the aforesaid reservations refer.

(b) *ad No. 2.*

Perpetual recognition of exceptions not given.

By allowing the exceptions referred to in Article 6, paragraph 2, the High Contracting Parties have not intended to give perpetual recognition to their existence, but merely to indicate that the necessity of abolishing these exceptions is not so imperative, in view of their slight importance in international trade.

ne saurait avoir pour objet un pour résultat de créer une injuste discrimination au détriment de ces derniers.

e) *ad N° 8.*

Les Hautes Parties contractantes déclarent qu'elles n'ont en vue que des monopoles dont chacun ne vise qu'un ou plusieurs produits déterminés.

SECTION IV.

ad Article 6.

a) *ad N° 1.*

Les Hautes Parties contractantes qui ont fait les réserves prévues au paragraphe 1 de l'article 6, déclarent qu'elles ne considèrent pas leur adhésion à la disposition de l'alinéa 3 de l'article 18 comme un engagement de leur part que les circonstances qui les ont obligées à formuler ces réserves auront pris fin dans un délai de trois ans, mais comme la faculté consentie à toute Partie contractante de reprendre sa liberté au cas où, les susdites circonstances n'étant pas modifiées dans le délai indiqué, celle-ci jugerait son économie préjudiciée par le maintien d'une quelconque des prohibitions ou restrictions qui font l'objet des susdites réserves.

b) *ad N° 2.*

En admettant les dérogations prévues au paragraphe 2 de l'article 6, les Hautes Parties contractantes n'ont pas entendu en consacrer d'une manière définitive l'existence, mais seulement marquer que la nécessité de les abolir ne se fait pas sentir aussi impérieusement, étant donné le rôle peu important qu'elles jouent au point de vue des échanges internationaux.

(c) *ad No. 2.*

The High Contracting Parties declare that, by accepting in the case of Roumania, in consideration of her exceptional situation of fact and of law, the reservation concerning crude oil in accordance with Article 6, paragraph 2, they have not in any way agreed to measures of prohibition or restriction for this product, which they regard as being of very great importance for the world market. The High Contracting Parties feel confident that, as soon as circumstances allow her to do so, Roumania herself, acting in the spirit of the preceding paragraph (b) above, will abolish this prohibition, and, in the meantime, that she will take into account the interests of the neighbouring contracting countries.

The Roumanian Delegation fully associates itself with this declaration.

(d) *ad No. 4.*

(i) *Scope of the Provision.*

As regards paragraph 4, it is understood that any claims for exceptions which may be put forward after the date of the present Convention shall refer only to prohibitions or restrictions in force on that same date.

(ii) *Procedure.*

1. Any High Contracting Party may make known by a communication addressed to the Secretary-General of the League of Nations any prohibitions or restrictions which he desires to be able to maintain in virtue of paragraphs 1 and 2 of Article 6. Such

c) *ad N° 2.*

Les Hautes Parties contractantes déclarent qu'en acceptant pour la Roumanie, et en considération de sa situation exceptionnelle de fait et de droit, la réserve du pétrole brut en conformité du paragraphe 2 de l'article 6, Elles n'ont nullement donné leur adhésion à des mesures de prohibition et de restriction de ce produit, qu'elles considèrent comme très important pour le marché international. Les Hautes Parties contractantes expriment leur confiance que la Roumanie elle-même, dès que les circonstances le lui permettront, abolira cette prohibition, en se conformant à l'esprit du paragraphe b) ci-dessus, et qu'elle tiendra compte, en attendant, des intérêts des pays voisins contractants.

La Délégation roumaine s'associe complètement à cette déclaration.

d) *ad N° 4.*

I. *Portée de la disposition.*

Pour l'application du paragraphe 4, il est entendu que toute demande de dérogations qui pourra être présentée après la date de la présente Convention, ne saurait porter que sur des prohibitions ou restrictions en vigueur à cette même date.

II. *Procédure.*

1. Chacune des Hautes Parties contractantes pourra faire connaître, par une communication adressée au Secrétaire général de la Société des Nations, les prohibitions ou restrictions qu'Elle désire pouvoir maintenir en vertu des paragraphes 1 et 2 de l'article 6.

Reservation concerning Roumanian crude oil.

Claims for exceptions. *Ante*, p. 2470.

Procedure for maintenance of prohibitions, etc.

communication must reach the Secretary-General before February 1st, 1928. It shall state the conditions, if any, on which the High Contracting Party in question would be prepared to abandon such prohibitions or restrictions.

2. As soon as possible after February 1st, 1928, the Secretary-General of the League of Nations shall notify the High Contracting Parties of all applications which he has received under the preceding paragraph.

3. Any High Contracting Party wishing to make observations on any applications so communicated may forward such observations to the Secretary-General of the League of Nations not later than May 1st, 1928. As soon as possible after that date, the Secretary-General will inform the High Contracting Parties of all observations received.

Ante, p. 2476.

4. Any applications and observations made by the High Contracting Parties shall be examined at the meeting provided for in Article 17 of the Convention.

SECTION V.

ad Article 7.

"Trade of the High Contracting Parties."

The expression "trade of the High Contracting Parties" signifies the trade of their territories to which the Convention applies.

SECTION VI.

Prohibition on prison-made goods.

Prohibitions or restrictions applying to prison made goods are not within the scope of the Convention.

Cette communication devra parvenir au Secrétaire général avant le 1^{er} février 1928. Elle indiquera, le cas échéant, les conditions auxquelles la Haute Partie contractante intéressée serait disposée à renoncer à ces prohibitions ou restrictions.

2. Le Secrétaire général de la Société des Nations portera, aussitôt que possible après la date du 1^{er} février 1928 à la connaissance des Hautes Parties contractantes l'ensemble des demandes qu'il aura reçues par application du paragraphe précédent.

3. Toute Haute Partie contractante qui désirerait présenter des observations au sujet des demandes ainsi communiquées, pourra les faire parvenir jusqu'au 1^{er} mai 1928 au Secrétaire général de la Société des Nations. Celui-ci donnera connaissance aux Hautes Parties contractantes, aussitôt que possible après cette date, de l'ensemble des observations reçues.

4. Les demandes et observations formulées par les Hautes Parties contractantes seront examinées au cours de la réunion prévue à l'article 17 de la Convention.

SECTION V.

ad Article 7.

L'expression "commerce des Hautes Parties contractantes" désigne le commerce de ceux de leurs territoires auxquels la Convention s'applique.

SECTION VI.

Les prohibitions ou restrictions appliquées aux articles fabriqués dans les prisons ne sont pas visées par la Convention.

SECTION VII.

Should any prohibitions or restrictions be imposed within the limits laid down by the Convention, the High Contracting Parties shall strictly adhere to the following provisions as regards licences:

(a) The conditions to be fulfilled and the formalities to be observed in order to obtain licences shall be brought immediately in the clearest and most definite form to the notice of the public;

(b) The method of issue of the certificates of licences shall be as simple and stable as possible;

(c) The examination of applications and the issue of licences to the applicants shall be carried out with the least possible delay;

(d) The system of issuing licences shall be such as to prevent the traffic in licences. With this object, licences, when issued to individuals, shall state the name of the holder and shall not be capable of being used by any other person.

As regards the allocation of quotas, the High Contracting Parties, without pronouncing upon the method to be adopted, consider that an equitable allocation of such quotas is one of the essential conditions for the equitable treatment of international trade.

SECTION VII.

Dans le cas où des prohibitions ou restrictions seraient appliquées dans les limites établies par la Convention, les Hautes Parties contractantes se conformeront strictement, en ce qui concerne les licences, aux dispositions suivantes:

Licences, when prohibitions, etc., imposed.

a) Les conditions à remplir et les formalités à accomplir à l'effet d'obtenir des licences seront immédiatement portées, dans la forme la plus claire et la plus précise, à la connaissance du public;

b) Le mode de délivrance de ces titres sera aussi simple et aussi stable que possible;

c) L'examen des demandes et la remise des licences aux intéressés seront effectuées avec la plus grande célérité;

d) Le système de délivrance des licences sera établi de manière à prévenir le trafic de ces titres. A cet effet, les licences, lorsqu'elles seront accordées à des personnes, devront porter le nom du bénéficiaire et ne devront pas pouvoir être utilisées par une autre personne.

En ce qui concerne la répartition des contingents, les Hautes Parties contractantes, sans statuer sur la méthode à adopter, estiment qu'une répartition équitable de ces contingents est une des conditions essentielles de l'équitable traitement du commerce international.

IN FAITH WHEREOF the Plenipotentiaries have signed the present Protocol.

DONE at Geneva the eighth day of November, one thousand nine hundred and twenty-seven, in a single copy, which shall be deposited in the archives of the Secretariat of the League of Nations, and of which authenticated copies shall be delivered to all Members of the League of Nations and non-Member States represented at the Conference

EN FOI DE QUOI les plénipotentiaires ont signé le présent Protocole.

FAIT à Genève, le huit novembre mil neuf cent vingt-sept, en simple expédition qui sera déposée dans les archives du Secrétariat de la Société des Nations; copie conforme en sera transmise à tous les Membres de la Société des Nations et à tous les Etats non membres représentés à la Conférence.

Signatures to the Protocol.

Allemagne

Germany

DR. TRENDELENBURG

États-Unis d'Amérique

United States of America

Hugh R. WILSON

Autriche

Austria

E. PFLÜGL

Belgique

Belgium

J. BRUNET.

F. VAN LANGENHOVE

Grande-Bretagne et Irlande du Nord, ainsi que toutes parties de l'Empire britannique non membres séparés de la Société des Nations.

Great Britain and Northern Ireland, and those Parts of the British Empire which are not separate Members of the League of Nations.

I declare that my signature does not include any of His Britannic Majesty's colonies, protectorates or territories under suzerainty or mandate ¹

S. J. CHAPMAN

Inde

India

Under the terms of Article 10 of the Convention I declare that my signature does not include the territories in India of any Prince or Chief under Suzerainty of His Majesty ²

Atul C CHATTERJEE.

Bulgarie

Bulgaria

Prof. Georges DANAILLOW

Chili

Chile

E. VILLEGAS

Traduction du Secrétariat de la Société des Nations:

¹ Je déclare que ma signature ne couvre pas les colonies, protectorats ou territoires placés sous la suzeraineté ou le mandat de Sa Majesté britannique.

² Conformément aux termes de l'article 10, je déclare que ma signature n'engage pas les territoires de l'Inde appartenant à un prince ou chef placé sous la suzeraineté de Sa Majesté britannique.

<i>Danemark</i>		<i>Denmark</i>	Signatures—Continued.
	Avec réserve pour le Groenland ¹		
	J. CLAN.		
<i>Egypte</i>	Sadik. E. HENEIN	<i>Egypt</i>	
<i>Estonie</i>	C. R. PUSTA	<i>Estonia</i>	
<i>Finlande</i>	Rafael ERICH.	<i>Finland</i>	
<i>France</i>	Sous les réserves formulées au moment de signer la Convention ²	<i>France</i>	
	D. SERRUYS		
<i>Hongrie</i>	BARANYAI Zoltán	<i>Hungary</i>	
<i>Italie</i>	A. DI NOLA	<i>Italy</i>	
<i>Japon</i>	Sous les réserves formulées au moment de signer la Convention ²	<i>Japan</i>	
	N. ITO J. TSUSHIMA		
<i>Lettonie</i>	Charles DUZMANS.	<i>Latvia</i>	
<i>Luxembourg</i>	Albert CALMES.	<i>Luxemburg</i>	
<i>Norvège</i>	Georg WETTSTEIN.	<i>Norway</i>	
<i>Pays-Bas</i>	POSTHUMA.	<i>The Netherlands</i>	
	DE GRAAFF F. M. WIBAUT		
<i>Pologne</i>	F. SOKAL	<i>Poland</i>	
<i>Portugal</i>	FRANCISCO DE CALHEIROS E MENEZES	<i>Portugal</i>	
<i>Roumanie</i>	D. J. GHEORGHIU César POPESCU	<i>Roumania</i>	
	Sous la réserve de la ratification du gouvernement et du parlement roumains.— ³		
<i>Royaume des Serbes, Croates et Slovènes</i>	Const. FOTITCH	<i>Kingdom of the Serbs, Croats and Slovenes</i>	
<i>Siam</i>	CHAROON	<i>Siam</i>	

Translation by the Secretariat of the League of Nations:

¹ Subject to reservation as regards Greenland.

² Subject to the reservations made on signing the Convention.

³ Subject to ratification by the Roumanian Government and Parliament.

Signatures—Con-
tinued. *Suède**Sweden*

Einar HENNINGS

*Suisse**Switzerland*

W. STUCKI

*Tchécoslovaquie**Czechoslovakia*

DR. IBL

*Turquie**Turkey*

M. KEMAL

Annexed Declara-
tion.

DÉCLARATION ANNEXE.

ANNEXED DECLARATION.

Les délégations de la France, de la Grèce, de la Hongrie, de l'Italie, du Portugal, de l'Etat serbe-croate-slovene, et de la Suisse, à la Conférence internationale pour l'abolition des prohibitions et restrictions à l'importation et à l'exportation tiennent à marquer que s'étant abstenues, avec le souci de ne point faire obstacle au succès de la Conférence et ne point susciter entre les Etats participants une controverse de principe destinée à demeurer sans issue, elles ont néanmoins la ferme conviction que la prohibition des produits viticoles ne peut se justifier par les dispositions de l'article 4, paragraphe 4, de la Convention.

The delegations of France, Greece, Hungary, Italy, Portugal, the Kingdom of the Serbs, Croats and Slovenes and Switzerland, present at the International Conference for the Abolition of Import and Export Prohibitions and Restrictions, desire to place it on record that, though they have abstained, in the desire not to place any obstacle in the way of the success of the Conference and not to raise between the participating States a controversy on a question of principle which could lead to no definite conclusion, they are nevertheless fully convinced that the prohibition of viticultural products cannot be justified on the ground of the provisions of Article 4, No. 4, of the Convention.

Genève, le 8 novembre 1927.

Geneva, November 8th, 1927.

*France**France*

D. SERRUYS

*Grèce**Greece*

VASSILI DENDRAMIS

*Hongrie**Hungary*

BARANYAI ZOLTÁN

*Italie**Italy*

A. DI NOLA

*Portugal**Portugal*

F. DE CALHEIROS E MENEZES

*Royaume des Serbes,
Croates et Slovènes**Kingdom of the Serbs,
Croats and Slovenes*

Const. FOTITCH

*Suisse**Switzerland*

W. STUCKI

*Chili**Chile*

Le Gouvernement de la République du Chili adhère à la Déclaration annexée à la Convention et il est, comme les délégations de la France, de la Grèce, de la Hongrie, de l'Italie, du Portugal, de l'Etat serbe-croate-slovene et de la Suisse, convaincu que la prohibition des produits viticoles ne peut se justifier par les dispositions de l'article 4, paragraphe 4, de la Convention¹.

E. VILLEGAS

Translation by the Secretariat of the League of Nations:

¹ The Government of the Chilean Republic accedes to the Declaration annexed to the Convention and, like the delegations of France, Greece, Hungary, Italy, Portugal, the Kingdom of the Serbs, Croats and Slovenes and Switzerland, it is convinced that the prohibition of viticultural products cannot be justified on the ground of the provisions of Article 4, No. 4, of the Convention

SUPPLEMENTARY AGREEMENT

ACCORD COMPLÉMENTAIRE

Supplementary agreement.

TO THE CONVENTION OF NOVEMBER 8th, 1927, FOR THE ABOLITION OF IMPORT AND EXPORT PROHIBITIONS AND RESTRICTIONS.

A LA CONVENTION DU 8 NOVEMBRE 1927 POUR L'ABOLITION DES PROHIBITIONS A L'IMPORTATION ET A L'EXPORTATION

The President of the German Reich; the President of the United States of America; the President of the Austrian Federal Republic; His Majesty the King of the Belgians; His Majesty the King of Great Britain and Ireland and of the British Dominions Beyond the Seas, Emperor of India; His Majesty the King of the Bulgarians; the President of the Chilian Republic; His Majesty the King of Denmark; His Majesty the King of Egypt; the President of the Estonian Republic; the President of the Republic of Finland; the President of the French Republic; His Serene Highness the Governor of Hungary; His Majesty the King of Italy; His Majesty the Emperor of Japan; the President of the Latvian Republic; Her Royal Highness the Grand Duchess of Luxemburg; His Majesty the King of Norway; Her Majesty the Queen of the Netherlands; the President of the Polish Republic; the President of the Portuguese Republic; His Majesty the King of Roumania; His Majesty the King of the Serbs, Croats and Slovenes; His Majesty the King of Siam; His Majesty the King of Sweden; the Swiss Federal Council; the President of the Czechoslovak Republic; the President of the Turkish Republic.

Le Président du Reich allemand; le Président des Etats-Unis d'Amérique; le Président de la République fédérale d'Autriche; Sa Majesté le Roi des Belges; Sa Majesté le Roi de Grande-Bretagne, d'Irlande et des territoires britanniques au delà des mers, Empereur des Indes; Sa Majesté le Roi des Bulgares; le Président de la République du Chili; Sa Majesté le Roi du Danemark; Sa Majesté le Roi d'Égypte; le Président de la République d'Estonie; le Président de la République de Finlande; le Président de la République française; Son Altesse Sérénissime le Gouverneur de la Hongrie; Sa Majesté le Roi d'Italie; Sa Majesté l'Empereur du Japon; le Président de la République de Lettonie; Son Altesse Royale la Grande-Duchesse de Luxembourg; Sa Majesté le Roi de Norvège; Sa Majesté la Reine des Pays-Bas; le Président de la République de Pologne; le Président de la République portugaise; Sa Majesté le Roi de Roumanie; Sa Majesté le Roi des Serbes, Croates et Slovènes; Sa Majesté le Roi du Siam; Sa Majesté le Roi de Suède; le Conseil fédéral suisse; le Président de la République Tchèqueoslovaque; le Président de la République de Turquie.

Contracting Powers.

Having regard to the Convention signed at Geneva on November 8th, 1927, for the Abolition of Import and Export Prohibitions and Restrictions;

Having regard to the provisions of Article 17 of the said Convention;

Plenipotentiaries.

Have appointed as their Plenipotentiaries for the meeting provided for in the said Article, namely:

The President of the German Reich:

Dr. Ernst Trendelenburg, Secretary of State to the Ministry of National Economy;

The President of the United States of America:

Mr. Hugh R. Wilson, Envoy Extraordinary and Minister Plenipotentiary to the Swiss Federal Council;

The President of the Austrian Federal Republic:

Dr. Richard Schüller, Head of Section at the Federal Chancellery;

His Majesty the King of the Belgians:

M. J. Brunet, Envoy Extraordinary and Minister Plenipotentiary;

M. F. van Langenhove, Chef du Cabinet and General Director for Foreign Commerce in the Ministry of Foreign Affairs;

His Majesty the King of Great Britain and Ireland and of the British Dominions Beyond the Seas, Emperor of India:

Vu la Convention signée à Genève le 8 novembre 1927 pour l'abolition des prohibitions et restrictions à l'importation et à l'exportation;

Vu les dispositions de l'article 17 de ladite Convention;

Ont désigné pour leurs plénipotentiaires à la réunion prévue audit article, savoir:

Le Président du Reich allemand:

Le D^r Ernst Trendelenburg, Secrétaire d'Etat au Ministère de l'Economie nationale;

Le Président des Etats-Unis d'Amérique:

M. Hugh R. Wilson, Envoyé extraordinaire et Ministre plénipotentiaire près le Conseil fédéral suisse;

Le Président de la République fédérale d'Autriche:

M. Richard Schuller, Chef de Section à la Chancellerie fédérale;

Sa Majesté le Roi des Belges:

M. J. Brunet, Envoyé extraordinaire et Ministre plénipotentiaire;

M. F. van Langenhove, Chef du Cabinet et Directeur général du Commerce extérieur au Ministère des Affaires étrangères;

Sa Majesté le Roi de Grande-Bretagne, d'Irlande et des territoires britanniques au delà des mers, Empereur des Indes:

- | | |
|--|--|
| <p>For Great Britain and Northern Ireland and all parts of the British Empire which are not separate Members of League of Nations;</p> <p>Sir Sydney Chapman, K. C. B., C. B. E., Economic Adviser to His Britannic Majesty's Government;</p> <p>For India:</p> <p>M^r H. A. F. Lindsay, C. I. E., C. B. E., Indian Trade Commissioner;</p> <p>His Majesty the King of the Bulgarians:</p> <p>M. D. Mikoff, Chargé d'Affaires at Berne;</p> <p>The President of the Chilian Republic:</p> <p>M. Tomás Ramirez Frias, Deputy, former Minister of State, Professor of Political Economy and Civil Law at the University of Santiago;</p> <p>His Majesty the King of Denmark:</p> <p>M. J. Clan, Envoy Extraordinary and Minister Plenipotentiary, Chairman of the Danish Commission for the Conclusion of Commercial Treaties;</p> <p>M. William Borberg, Permanent Danish Representative accredited to the League of Nations;</p> <p>His Majesty the King of Egypt:</p> <p>Sadik Henein Pasha, Envoy Extraordinary and Minister Plenipotentiary to His Majesty the King of Italy;</p> | <p>Pour la Grande-Bretagne et l'Irlande du Nord, ainsi que toute partie de l'Empire britannique non membre séparé de la Société des Nations:</p> <p>Sir Sydney Chapman, K. C. B., C. B. E., Conseiller économique du Gouvernement de Sa Majesté Britannique;</p> <p>Pour l'Inde:</p> <p>M. H. A. F. Lindsay, C. I. E., C. B. E., "Indian Trade Commissioner";</p> <p>Sa Majesté le Roi des Bulgares:</p> <p>M. D. Mikoff, Chargé d'affaires à Berne;</p> <p>Le Président de la République du Chili:</p> <p>M. Tomás Ramirez Frias, Député, ancien Ministre d'Etat, Professeur d'économie politique et de droit civil à l'Université de Santiago;</p> <p>Sa Majesté le Roi du Danemark:</p> <p>M. J. Clan, Envoyé extraordinaire et Ministre plénipotentiaire, Président de la Commission danoise pour la conclusion des traités de commerce;</p> <p>M. William Borberg, Représentant permanent du Danemark accrédité auprès de la Société des Nations;</p> <p>Sa Majesté le Roi d'Egypte:</p> <p>Sadik Henein pacha, Envoyé extraordinaire et Ministre plénipotentiaire près Sa Majesté le Roi d'Italie;</p> |
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~~Plenipotentiaries~~—
Continued.

- The President of the Estonian Republic:**
M. A. Schmidt, Assistant Minister for Foreign Affairs;
- The President of the Republic of Finland:**
M. Rudolf Holsti, Envoy Extraordinary and Minister Plenipotentiary, Permanent Delegate accredited to the League of Nations;
M. Gunnar Kihlman, Director of Political and Commercial Affairs at the Ministry for Foreign Affairs;
- The President of the French Republic:**
M. Daniel Serruys, Director of Commercial Agreements in the Ministry of Commerce;
- His Serene Highness the Governor of Hungary:**
M. Alfred Nickl, Counsellor of Legation;
- His Majesty the King of Italy:**
M. A. Di Nola, Director-General of Commerce and of Economic Policy;
M. Pasquale Troise, Director-General of Customs;
- His Majesty the Emperor of Japan:**
M. N. Ito, Counsellor of Embassy, Acting Director of the Imperial Japanese League of Nations Office;
M. J. Tsushima, Financial Commissioner of the Japanese Government in London, Paris and New York;
- The President of the Latvian Republic:**
M. Charles Duzmans, Minister Plenipotentiary, Permanent Representative accredited to the League of Nations;
- Le Président de la République d'Estonie:**
M. A. Schmidt, Ministre adjoint des Affaires étrangères;
- Le Président de la République de Finlande:**
M. Rudolf Holsti, Envoyé extraordinaire et Ministre plénipotentiaire, Délégué permanent auprès de la Société des Nations;
M. Gunnar Kihlman, Directeur des Affaires politiques et commerciales au Ministère des Affaires étrangères;
- Le Président de la République Française:**
M. Daniel Serruys, Directeur des accords commerciaux au Ministère du Commerce;
- Son Altesse Sérénissime le Gouverneur de la Hongrie:**
M. Alfred Nickl, Conseiller de légation;
- Sa Majesté le Roi d'Italie:**
M. A. Di Nola, Directeur général du commerce et de la politique économique;
M. Pasquale Troise, Directeur général des Douanes;
- Sa Majesté l'Empereur du Japon:**
M. N. Ito, Conseiller d'ambassade, Directeur adjoint du Bureau impérial du Japon à la Société des Nations;
M. J. Tsushima, Commissaire financier du Gouvernement du Japon à Londres, à Paris et à New-York;
- Le Président de la République de Lettonie:**
M. Charles Duzmans, Ministre plénipotentiaire, Représentant permanent auprès de la Société des Nations;

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| <p>Her Royal Highness the Grand Duchess of Luxemburg:
M. Albert Calmes, Member of the Superior Council of the Economic Union of Belgium and Luxemburg;</p> | <p>Son Altesse Royale la Grande-Duchesse de Luxembourg:
M. Albert Calmes, Membre du Conseil supérieur de l'Union économique belgo-luxembourgeoise;</p> |
| <p>His Majesty the King of Norway:
M. Gunnar Jahn, Director of the Norwegian Central Bureau of Statistics.</p> | <p>Sa Majesté le Roi de Norvège:
M. Gunnar Jahn, Directeur du Bureau central de Statistique norvégien;</p> |
| <p>Her Majesty the Queen of the Netherlands:
Dr. F. E. Posthuma, Former Minister of Agriculture, Industry and Commerce;
M. de Graaf, Former Minister of the Colonies;
M. F. M. Wibaut, Member of the Netherlands Senate;</p> | <p>Sa Majesté la Reine des Pays-Bas:
Dr. F. E. Posthuma, ancien Ministre de l'Agriculture, de l'Industrie et du Commerce;
M. de Graaff, ancien Ministre des Colonies;
M. F. M. Wibaut, Membre du Sénat des Pays-Bas;</p> |
| <p>The President of the Polish Republic:
M. François Dolezal, Under-Secretary of State at the Ministry of Industry and Commerce, member of the Economic Committee of the League of Nations;</p> | <p>Le Président de la République de Pologne:
M. François Dolezal, Sous-Secrétaire d'Etat au Ministère de l'Industrie et du Commerce, membre du Comité économique de la Société des Nations;</p> |
| <p>The President of the Portuguese Republic:
M. A. d'Oliveira, Envoy Extraordinary and Minister Plenipotentiary accredited to the Swiss Federal Council and to His Majesty the King of the Belgians, permanent Delegate accredited to the League of Nations;
M. F. de Calheiros e Menezes, First Secretary of Legation, Chief of the Portuguese Office accredited to the League of Nations;</p> | <p>Le Président de la République portugaise:
M. A. d'Oliveira, Envoyé extraordinaire et Ministre plénipotentiaire près le Conseil fédéral suisse et près Sa Majesté le Roi des Belges, Délégué permanent auprès de la Société des Nations;
M. F. de Calheiros e Menezes, Premier Secrétaire de légation, Chef de la Chancellerie portugaise auprès de la Société des Nations;</p> |
| <p>His Majesty the King of Roumania:
M. Constantin Antoniadé, Envoy Extraordinary and Minister Plenipotentiary accredited to the League of Nations;</p> | <p>Sa Majesté le Roi de Roumanie:
M. Constantin Antoniadé, Envoyé extraordinaire et Ministre plénipotentiaire près la Société des Nations;</p> |

Plenipotentiaries—
Continued.

- M. D. Gheorghiu, Director of the Roumanian National Bank;
- M. C. Popescu, Director-General of Industry in the Ministry of Industry and Commerce;
- His Majesty the King of the Serbs, Croats and Slovenes;
- M. Constantin Fotitch, Permanent Delegate accredited to the League of Nations;
- M. Georges Curcin, Secretary-General of the Serb-Croat-Slovene Confederation of Industrial Corporations;
- His Majesty the King of Siam:
- His Highness Prince Charoon, Envoy Extraordinary and Minister Plenipotentiary to the President of the French Republic;
- His Majesty the King of Sweden:
- M. Einar Modig, Under-Secretary of State at the Ministry of Commerce;
- The President of the Swiss Federal Council:
- M. Walter Stucki, Head of the Commerce Division in the Federal Department of Public Economy;
- The President of the Czechoslovak Republic:
- Dr. Vincent Ibl, Counsellor of Legation in the Ministry of Foreign Affairs;
- The President of the Turkish Republic:
- Hassan bey, Vice-President of the Grand National Assembly of Turkey;
- Who, having communicated their full powers, found in good and due form, have agreed on the following provisions, intended to supplement the provisions of the aforesaid Convention, of which they shall form an integral part.
- M. D. Gheorghiu, Directeur de la Banque nationale de Roumanie;
- M. C. Popescu, Directeur général de l'industrie au Ministère de l'Industrie et du Commerce;
- Sa Majesté le Roi des Serbes, Croates et Slovènes:
- M. Constantin Fotitch, Délégué permanent auprès de la Société des Nations;
- M. Georges Curcin, Secrétaire général de la Confédération des Corporations industrielles serbes-croates-slovènes;
- Sa Majesté le Roi du Siam:
- Son Altesse le Prince Charoon, Envoyé extraordinaire et Ministre plénipotentiaire près le Président de la République française;
- Sa Majesté le Roi de Suède:
- M. Einar Modig, Sous-Secrétaire d'Etat au Ministère du Commerce;
- Le Conseil fédéral suisse:
- M. Walter Stucki, Directeur de la Division du Commerce au Département fédéral de l'Economie publique;
- Le Président de la République tchécoslovaque:
- D^r Vincent Ibl, Conseiller de légation au Ministère des Affaires étrangères;
- Le Président de la République de Turquie:
- Hassan bey, Vice-Président de la Grande Assemblée nationale de Turquie;
- Lesquels, après avoir communiqué leurs pleins pouvoirs, trouvés en bonne et due forme, sont convenus des dispositions suivantes, destinées à compléter les dispositions de la Convention susdite, dont elles feront partie intégrante.

Exchange of full powers.

Article A.

The Annex to Article 6 of the Convention of November 8th, 1927, is supplemented as follows for the benefit of the countries named hereafter:

Exceptions agreed to under Paragraph 1.

Bulgaria.....	Rose trees and roots and shoots.....	Export
Chile.....	Scrap iron and scrap zinc.....	Export
Czechoslovakia.....	Mares.....	Export
Portugal.....	Hop shoots.....	Export
Sweden.....	Fine wool.....	Export
	Cork in the raw state.....	Export
	Scrap iron.....	Export

Exceptions agreed to under Paragraph 2.

Czechoslovakia.....	Quartzite.....	Export
Estonia.....	Platinum, precious stones, pearls and corals (in a rough state or finished, loose or mounted).....	Export
Portugal.....	Pine resin.....	Export
United States.....	Helium gas.....	Export

Article B.

The High Contracting Parties agree that, in the event of the Agreements concluded on this day's date relating to the Exportation of Hides and Skins and Bones not coming into force in default of the necessary ratifications, each of them shall be authorised to submit subsequent requests for exceptions which they were entitled to submit under the provisions of Article 6 of the Convention and the annexed Protocol, and which they have not submitted in view of the aforesaid Agreements.

Such requests for exception shall be addressed to the Secretary-General of the League of Nations before September 30th, 1929, and shall be notified by him to the High Contracting Parties before October 31st, 1929.

The High Contracting Parties undertake to meet without delay upon receiving an invitation from

Article A.

L'annexe de l'article 6 de la Convention du 8 novembre 1927 est complétée comme suit au profit des pays ci-après désignés:

Annex to Article 6, supplemented. *Ante*, p. 2479.

Exceptions consenties en conformité du paragraphe 1.

Bulgarie.....	Rosiers et leurs racines et verges.....	à l'exportation
Chili.....	Ferrailles et déchets de zinc.....	à l'exportation
Portugal.....	Juments.....	à l'exportation
	Laine fine.....	à l'exportation
	Liège à l'état brut.....	à l'exportation
Suède.....	Ferrailles.....	à l'exportation
Tchécoslovaquie.....	Jets de houblon.....	à l'exportation

Exceptions, under Paragraph 1.

Exceptions consenties en conformité du paragraphe 2.

Estonie.....	Platine, pierres précieuses, perles et coraux (bruts ou achetés, détachés ou montés).....	à l'exportation
Etats-Unis d'Amérique.....	Gaz hélium.....	à l'exportation
Portugal.....	Gomme de pin.....	à l'exportation
Tchécoslovaquie.....	Quartzite.....	à l'exportation

Exceptions, under Paragraph 2.

Article B.

Au cas où les Arrangements conclus en date de ce jour relatifs à l'exportation des peaux et des os ne pourraient, à défaut des ratifications nécessaires, être mises en vigueur, les Hautes Parties contractantes au présent Accord complémentaire sont convenues d'autoriser chacune d'elles à introduire ultérieurement les demandes qu'elles étaient en droit d'introduire aux termes de l'article 6 de la Convention et du Protocole y annexé et qu'elles ont renoncé à présenter au bénéfice des susdits Arrangements.

Subsequent requests for exceptions.

Ces demandes de dérogations devront être adressées au Secrétariat général de la Société des Nations avant le 30 septembre 1929 et seront transmises par ses soins aux Hautes Parties contractantes avant le 31 octobre 1929.

Les Hautes Parties contractantes s'engagent à se réunir d'urgence sur l'invitation qui leur

the Secretary-General in order to examine the requests for exceptions referred to above.

sera adressée par le Secrétaire général à l'effet d'examiner les demandes de dérogations ci-dessus visées.

Article C.

Article C.

Necessary ratifications, etc., to bring Convention into force.

The High Contracting Parties agree that the Convention, in order to be brought into force, must have secured either ratification as provided for in Article 15 or accession as provided for in Article 16 of the said Convention on behalf of at least eighteen Members of the League of Nations or non-Member States.

Les Hautes Parties contractantes sont d'accord que, pour être mise en vigueur, la Convention devra avoir recueilli au préalable soit la ratification prévue à l'article 15, soit l'adhésion prévue à l'article 16 de ladite Convention, de la part d'au moins dix-huit Membres de la Société des Nations ou Etats non Membres.

Ante, p. 2475.

Deposit of ratifications.

The ratifications must be deposited before September 30th, 1929.

Les ratifications devront être déposées avant le 30 septembre 1929.

Conditional ratification.

Each of the High Contracting Parties shall have the right to inform the Secretary-General of the League of Nations at the moment of the deposit of his ratification or of the notification of his accession that he makes the entry into force of the Convention, in so far as he is concerned, conditional on ratification or accession on behalf of certain countries, without, however, being entitled to specify countries other than those named below:

Chacune des Hautes Parties contractantes aura la faculté de faire savoir au Secrétaire général de la Société des Nations, au moment du dépôt de sa ratification ou de la notification de son adhésion, qu'elle subordonne la mise en vigueur de la Convention, en ce qui la concerne, à la ratification ou à l'adhésion notifiée au nom de certains Etats, sans pouvoir toutefois faire mention d'autres Etats que ceux dénommés ci-après:

Austria
Czechoslovakia
France
Germany
Great Britain
Hungary
Italy
Japan
Poland
Roumania
Kingdom of the Serbs, Croats
and Slovenes
Switzerland
Turkey
United States of America

L'Allemagne
L'Autriche
Les Etats-Unis d'Amérique
La France
La Grande-Bretagne
La Hongrie
L'Italie
Le Japon
La Pologne
La Roumanie
Le Royaume des Serbes, Croates
et Slovènes.
La Suisse
La Tchecoslovaquie
La Turquie

The Secretary-General of the League of Nations shall immediately inform each of the High Contracting Parties of each ratification or accession received and of any observations by which it may be accompanied in conformity with the preceding paragraph.

On October 31st, 1929, the Secretary-General of the League of Nations shall notify all the Members of the League and non-Member States on behalf of which the Convention has been signed or acceded to under Article 16 of the Convention of the ratifications deposited and accessions notified before September 30th, 1929.

Article D.

If it appears from the communication of the Secretary-General of the League of Nations, which is referred to in the last paragraph of the preceding Article, that the conditions required in virtue of the first three paragraphs of the said Article and of the annexed Protocol have been fulfilled by September 30th, 1929, the Convention shall come into force on January 1st, 1930.

In the contrary event, the procedure laid down in the last paragraph of Article 17 of the Convention shall be followed.

IN FAITH WHEREOF the above-mentioned Plenipotentiaries have signed the present Agreement.

DONE at Geneva on the eleventh day of July, one thousand nine hundred and twenty-eight, in a single copy, which shall be deposited in the archives of the Secretariat of the League of Nations; certified true copies shall

Le Secrétaire général de la Société des Nations informera immédiatement chacune des Hautes Parties contractantes de chaque ratification ou adhésion enregistrée, ainsi que des indications dont elle aura pu être accompagnée en conformité de l'alinéa précédent.

Le 31 octobre 1929, le Secrétaire général de la Société des Nations fera connaître à tous les Membres de la Société et Etats non membres, au nom desquels la présente Convention aura été signée ou l'adhésion aura été donnée en vertu de l'article 16 de la Convention, les ratifications déposées et les adhésions notifiées avant le 30 septembre 1929.

Article D.

S'il appert de la communication du Secrétaire général de la Société des Nations visée au dernier alinéa de l'article précédent que les conditions requises en vertu des trois premiers alinéas dudit article et du Protocole annexe se sont trouvées réalisées à la date du 30 septembre 1929, la Convention sera mise en vigueur le 1^{er} janvier 1930.

Dans le cas contraire, il sera procédé en conformité de l'alinéa final de l'article 17 de la Convention.

EN FOI DE QUOI les plénipotentiaires susnommés ont signé le présent Accord.

FAIT à Genève, le onze juillet mil neuf cent vingt-huit, en simple expédition, qui sera déposée dans les archives du Secrétariat de la Société des Nations; copie conforme en sera transmise à tous les Membres de la Société

Notification when each ratification received.

Subsequent notification.

Artic. p. 2475.

If conditions fulfilled, Convention to be effective January 1, 1930.

be forwarded to all the Mem- des Nations et à tous les Etats
bers of the League of Nations and non membres représentés à la
all the non-Member States repre- Conférence.
sented at the Conference.

Signatures to the
Supplementary Agree-
ment.

Allemagne

Germany

Dr ERNST TRENDELENBURG

États-Unis d'Amérique

United States of America

HUGH R. WILSON

Autriche

Austria

Dr RICHARD SCHULLER

Belgique

Belgium

J. BRUNET. F. VAN LANGENHOVE.

Grande-Bretagne et Irlande du Nord ainsi que toutes parties de l'Empire britannique, non mem- bres séparés de la Société des Nations. *Great Britain and Northern Ire- land and all parts of the British Empire which are not separate Members of the League of Na- tions.*

I declare that my signature does not include any of His Britannic Majesty's Colonies, Protectorates or territories under suzerainty or mandate.¹

S. J. CHAPMAN

Inde

India

H. A. F. LINDSAY

Bulgarie

Bulgaria

Au moment de signer le présent Accord complémentaire, la Bulgarie déclare qu'il sera ratifié et mis en vigueur aussitôt que la monnaie nationale sera rétablie en or.²

D. MIKOFF

Chili

Chile

TOMÁS RAMIREZ FRIAS

Danemark

Denmark

J. CLAN.

WILLIAM BORBERG.

Egypte

Egypt

SADIK E. HENEIN

Estonie

Estonia

A. SCHMIDT

Finlande

Finland

RUDOLF HOLSTI.

GUNNAR KIHLMAN

[Traduction]

¹ Je déclare que ma signature ne couvre pas les colonies, protectorats ou terri- toires placés sous la suzeraineté ou le mandat de Sa Majesté britannique.

[Translation]

² On signing the present Supplementary Agreement, Bulgaria declares that it shall be ratified and put into force as soon as the national currency shall be re-established in gold.

France

Au moment de signer le présent Accord complémentaire, la France déclare que, par son acceptation, elle n'entend assumer aucune obligation en ce qui concerne l'ensemble de ses colonies, protectorats et territoires placés sous sa suzeraineté ou mandat.¹

France Signatures—Continued.

	D. SERRUYS		
<i>Hongrie</i>			<i>Hungary</i>
	NICKL		
<i>Italie</i>			<i>Italy</i>
	A. DI NOLA	P. TROISE	
<i>Japon</i>			<i>Japan</i>
	ITO.	J. TSUSHIMA	
<i>Lettonie</i>			<i>Latvia</i>
	Charles DUZMANS		
<i>Luxembourg</i>			<i>Luxemburg</i>
	Albert CALMES		
<i>Norvège</i>			<i>Norway</i>
	Gunnar JAHN		
<i>Pays-Bas</i>			<i>Netherlands</i>
	POSTHUMA.	F. M. WIBAUT	S. DE GRAAFF
<i>Pologne</i>			<i>Poland</i>
	François DOLEZAL		
<i>Portugal</i>			<i>Portugal</i>
	A. D'OLIVEIRA.	F. DE CALHEIROS E MENEZES	
<i>Roumanie</i>			<i>Roumania</i>
	ANTONIADE	D T. GHEORGHIU	Cesar POPESCO
<i>Royaume des Serbes, Croates et Slovènes</i>			<i>Kingdom of the Serbs, Croats and Slovenes</i>
	Const. FOTITCH	Georges CURCIN	
<i>Siam</i>			<i>Siam</i>
	CHAROON		
<i>Suède</i>			<i>Sweden</i>
	Einar MODIG		
<i>Suisse</i>			<i>Switzerland</i>
	W. STUCKI		
<i>Tchécoslovaquie</i>			<i>Czechoslovakia</i>
	IBL		
<i>Turquie</i>			<i>Turkey</i>
	Sous réserve de l'article B ²		
	HASSAN		

[Translation]

¹ On signing the present Supplementary Agreement France declares that by its acceptance it does not intend to assume any obligation in regard to any of its Colonies, Protectorates and territories under its suzerainty or mandate.

[Translation]

² Subject to reservation as regards Article B.

PROTOCOL TO THE SUPPLEMENTARY AGREEMENT.

Protocol to the Supplementary Agreement.

At the moment of proceeding to the signature of the Supplementary Agreement to the International Convention for the Abolition of Import and Export Prohibitions and Restrictions signed on this day's date, the undersigned, duly authorised, have agreed on the following provisions, which are intended to ensure the application of the Supplementary Agreement:

SECTION I.

"The Convention," defined.

The High Contracting Parties declare that, in the text of the Supplementary Agreement of this day's date, the expression "the Convention" shall be taken to mean both the International Convention for the Abolition of Import and Export Prohibitions and Restrictions dated November 8th, 1927, and the Supplementary Agreement of this day's date.

SECTION II.

Ad Article A.

Cork from Portugal.

(a) Cork in the raw state, in respect of which an exception has been allowed for Portugal, does not include scrap cork, or cork in agglomerated form, in shavings, or in sheets.

Extensions of time.

(b) Although the exceptions set out in Article A, like those appearing in the Annex to Article 6 of the Convention, have been allowed on the condition that the countries benefiting thereby shall sign the present Supplementary Agreement on the day of the general signature, it has appeared

PROTOCOLE DE L'ACCORD COMPLÉMENTAIRE

Au moment de procéder à la signature de l'Accord complémentaire à la Convention internationale pour l'abolition des prohibitions et restrictions à l'importation et à l'exportation, Accord conclu à la date de ce jour, les sous-signés, dûment autorisés, sont convenus des dispositions suivantes, destinées à assurer l'application de cet Accord complémentaire:

SECTION I.

Les Hautes Parties contractantes déclarent que, dans le texte de l'Accord complémentaire en date de ce jour, l'expression "la Convention" désigne tant la Convention internationale du 8 novembre 1927 pour l'abolition des prohibitions et restrictions à l'importation et à l'exportation que l'Accord complémentaire en date de ce jour.

SECTION II.

Ad Article A.

a) Le liège à l'état brut, pour lequel une dérogation est consentie au Portugal, ne comprend pas le liège en déchets, en agglomérés, en râpures et en planches.

b) Bien que les exceptions énumérées à l'article A aient été, comme celles qui apparaissent à l'annexe de l'article 6 de la Convention, consenties à la condition que les États qui en bénéficient signeraient le présent Accord complémentaire le jour de la signature générale, il a paru équitable

equitable to grant an extension of time up to August 31st, 1928, inclusive, to Bulgaria, Portugal and the United States of America.

(c) As regards the exception of hop shoots which has been agreed to in favour of Czechoslovakia under paragraph 1 of Article 6 of the Convention, the High Contracting Parties declare that their consent has been given in return for the written undertaking entered into by the Czechoslovak delegation to allow the free export of this product to all countries which now or in the future guarantee Czechoslovakia by legislative or contractual measures the protection of the appellation of origin of Czechoslovak hops.

d'accorder un délai s'étendant jusqu'au 31 août 1928 à la Bulgarie, aux Etats-Unis d'Amérique et au Portugal.

c) En ce qui concerne l'exception des jets de houblon, accordés à la Tchécoslovaquie en vertu du paragraphe 1 de l'article 6 de la Convention, les Hautes Parties contractantes déclarent que leur consentement a été donné à la suite de l'engagement écrit par la délégation tchécoslovaque de rendre libre l'exportation de ce produit vers tous les pays qui garantissent ou garantiront à la Tchécoslovaquie, par des mesures législatives ou contractuelles, la protection de l'appellation d'origine des houblons tchécoslovaques.

Hop shoots from Czechoslovakia.

SECTION III.

Ad Article B.

The High Contracting Parties agree to recognise in the case of Italy the application of the provision of the Protocol to the International Agreement relating to the Exportation of Bones (Section 1, *ad* Article 1 (a)), in the event of the said Agreement coming into force.

SECTION III.

Ad Article B.

Les Hautes Parties contractantes sont d'accord pour reconnaître en faveur de l'Italie l'application de la disposition du Protocole de l'Arrangement international relatif à l'exportation des os (Section 1, *ad* article premier, a), dans le cas où ledit Arrangement entrerait en vigueur.

Italy.

SECTION IV.

Ad Article C.

(a) Owing to the position of the United States in consequence of a short Session of Congress in the year 1928-29, the High Contracting Parties agree that, if the ratification of the United States has been asked for under paragraph 3 of Article C and has not been deposited by September 30th, 1929, the Convention shall come

SECTION IV.

Ad Article C.

a) Etant donné la situation des Etats-Unis d'Amérique, situation qui résulte du fait que l'année 1928-29 est une année de courte session parlementaire, les Hautes Parties contractantes conviennent que, même au cas où la ratification des Etats-Unis, demandée en vertu de l'alinéa 3 de l'article C, n'aura point été déposée à la date

Ratification of the United States.

into force on January 1st, 1930, provided that all the other countries on which the entry into force of the Convention depends and the total number of which would in this case be reduced to seventeen shall have notified the Secretary-General of the League of Nations of their ratifications or accessions before September 30th, 1929, and provided no objection is raised before November 15th, 1929, by any of the countries which, at the time of the deposit of their ratification or accession, made the entry into force of the Convention, in so far as they were concerned conditional upon the ratification or accession of the United States. If any objection is raised, the last paragraph of Article 17 of the Convention shall apply.

(b) The High Contracting Parties declare that in drawing up the list of countries which appears in Article C, they have been chiefly guided by the interdependence of certain interests emphasised in the course of the proceedings of the Conference.

They have thought it unnecessary to mention countries the inclusion of which would be justified only by the importance of economic interests or considerations of geographical situation.

If they have not mentioned certain countries, it is because those countries at present impose no prohibitions of any importance. The High Contracting Parties think they can rely upon their ratification or adhesion.

du 30 septembre 1929, la Convention sera mise en vigueur à la date du 1^{er} janvier 1930 si, du moins, tous les autres Etats, dont dépend la mise en vigueur et dont le nombre total serait, dans ce cas, ramené à dix-sept, ont notifié au Secrétaire général de la Société des Nations leur ratification ou leur adhésion avant le 30 septembre 1929 et s'il n'y est fait opposition avant la date du 15 novembre 1929 par aucun des Etats qui au moment du dépôt de leur ratification ou de leur adhésion, ont subordonné la mise en vigueur, en ce qui les concerne, de la Convention à la ratification ou à l'adhésion des Etats-Unis d'Amérique. Dans le cas où cette opposition se produirait, le dernier alinéa de l'article 17 de la Convention serait applicable.

b) Les Hautes Parties contractantes déclarent qu'en dressant la liste d'Etats figurant à l'article C, elles se sont inspirées surtout de l'interdépendance, affirmée au sein même de la Conférence, de certains intérêts.

Elles ont cru devoir omettre toute mention qui ne se serait justifiée que par l'importance des intérêts économiques ou par des considérations de situation géographique.

Si elles ont renoncé à mentionner certains Etats, c'est aussi qu'en raison du fait que ces Etats n'ont guère, à l'heure présente, de prohibitions de réelle importance, elles croient pouvoir compter sur leur ratification ou adhésion.

IN FAITH WHEREOF the above-mentioned plenipotentiaries have signed the present Protocol.

DONE at Geneva on the eleventh day of July, one thousand nine hundred and twenty-eight, in a single copy, which shall be deposited in the archives of the Secretariat of the League of Nations; certified true copies shall be forwarded to all the Members of the League of Nations and to all the non-Member States represented at the Conference.

EN FOI DE QUOI les plénipotentiaires susnommés ont signé le présent Protocole.

FAIT à Genève, le onze juillet mil neuf cent vingt-huit, en simple expédition, qui sera déposée dans les archives du Secrétariat de la Société des Nations; copie conforme en sera transmise à tous les Membres de la Société et à tous les Etats non membres représentés à la Conférence.

Allemagne

Dr ERNST TRENDELENBURG

Germany

Signatures to the Protocol to the Supplementary Agreement.

États-Unis d'Amérique

Hugh R. WILSON

United States of America

Autriche

Dr Richard SCHULLER

Austria

Belgique

J. BRUNET.

F. VAN LANGENHOVE.

Belgium

Grande-Bretagne et Irlande du Nord ainsi que toutes parties de l'Empire britannique, non membres séparés de la Société des Nations.

Great Britain and Northern Ireland and all parts of the British Empire which are not separate Members of the League of Nations

I declare that my signature does not include any of His Britannic Majesty's Colonies, Protectorates or territories under suzerainty or mandate.¹

S. J. CHAPMAN

Inde

H. A. F. LINDSAY

India

Bulgarie

Sous la réserve formulée au moment de signer l'Accord complémentaire.²

D. MIKOFF

Bulgaria

Chili

TOMÁS RAMIREZ FRIAS

Chile

Danemark

J. CLAN.

William BORBERG.

Denmark

Egypte

SADIK E. HENEIN

Egypt

[Traduction]

¹ Je déclare que ma signature ne couvre pas les colonies, protectorats ou territoires placés sous la suzeraineté ou le mandat de Sa Majesté britannique.

[Translation]

² Subject to the reservation made on signing the Supplementary Agreement.

Signatures—Con-
tinued.

<i>Estonie</i>			<i>Estonia</i>
	A. SCHMIDT		
<i>Finlande</i>			<i>Finland</i>
	Rudolf HOLSTI.	Gunnar KIHLMAN	
<i>France</i>	Sous les réserves formulées au moment de signer l'Accord complémentaire. ¹		<i>France</i>
	D. SERRUYS		
<i>Hongrie</i>			<i>Hungary</i>
	NICKL		
<i>Italie</i>			<i>Italy</i>
	A. DI NOLA	P. TROISE	
<i>Japon</i>			<i>Japan</i>
	N. ITO.	J. TSUSHIMA	
<i>Lettonie</i>			<i>Latvia</i>
	Charles DUZMANS		
<i>Luxembourg</i>			<i>Luxemburg</i>
	Albert CALMES		
<i>Norvège</i>			<i>Norway</i>
	Gunnar JAHN		
<i>Pays-Bas</i>			<i>Netherlands</i>
	POSTHUMA.	F. M. WIBAUT	S. DE GRAAFF
<i>Pologne</i>			<i>Poland</i>
	François DOLEZAL		
<i>Portugal</i>			<i>Portugal</i>
	A. D'OLIVEIRA.	F. DE CALHEIROS E MENEZES	
<i>Roumanie</i>			<i>Roumania</i>
	ANTONIADE.	D. T. GHEORGHIU	Cesar POPESCO
<i>Royaume des Serbes, Croates et Slovènes</i>			<i>Kingdom of the Serbs, Croats and Slovenes</i>
	Const. FOTITCH	Georges CURCIN	
<i>Siam</i>			<i>Siam</i>
	CHAROON		
<i>Suède</i>			<i>Sweden</i>
	Einar MODIG		
<i>Suisse</i>			<i>Switzerland</i>
	W. STUCKI		
<i>Tchécoslovaquie</i>			<i>Czechoslovakia</i>
	IBL		
<i>Turquie</i>			<i>Turkey</i>
	Sous réserve de l'article B ²		
	HASSAN		

[Translation]

¹ Subject to the reservations made on signing the Supplementary Agreement.

[Translation]

² Subject to reservation as regards Article B.

DÉCLARATION ANNEXE.

ANNEXED DECLARATION.

Annexed Declara-
tion.

Les délégations de l'Allemagne, de l'Autriche et de la Hongrie, en acceptant, en faveur de la Tchécoslovaquie, l'exception de la *quartzite* en vertu du paragraphe 2 de l'article 6 de la Convention, déclarent que leur consentement n'avait été obtenu que moyennant l'engagement de la Tchécoslovaquie de maintenir, aussi longtemps que la Convention restera en vigueur, les contingents et les conditions d'exportation actuellement accordés en vertu de traités ou d'arrangements spéciaux.

The Austrian, German and Hungarian delegations, in accepting in favour of Czechoslovakia the exception of *quartzite* under paragraph 2 of Article 6 of the Convention, declare that their consent has only been given in return for an undertaking on the part of Czechoslovakia to maintain, as long as the Convention remains in force, the export quotas and conditions provided for in special treaties or arrangements.

Allemagne

Dr ERNST TRENDELENBURG

Germany

Autriche

Dr RICHARD SCHULLER

Austria

Hongrie

NICKL

Hungary

Tchécoslovaquie

IBL

Czechoslovakia

AND WHEREAS the said convention and protocol and supplementary agreement and protocol were duly ratified by the United States of America, and its instrument of ratification was deposited with the Secretary General of the League of Nations on September 30, 1929, subject to the declaration made in writing by the plenipotentiary of the United States of America at the time of signing the convention and the protocol to the convention, and to the understanding that the provision of Section VI of the protocol to the convention excepting from the scope of the convention prohibitions or restrictions applying to prison-made goods, includes goods the product of forced or slave labor however employed;

Deposit of ratifica-
tions.

AND WHEREAS the ratifications of or accessions to the said convention by eighteen states were not deposited with or notified to the Secretary General of the League of Nations on or before September 30, 1929, as required by Article C of the supplementary agreement in order to bring the convention into force;

AND WHEREAS the Senate of the United States of America, by their resolution of September 19 (Legislative Day September 9), 1929, advised and consented that the President might agree to bring the convention into force under the provisions of the last paragraph of Article 17 thereof in the event that the ratifications or accessions of eighteen states were not given pursuant to the requirements of Article C of the supplementary agreement;

AND WHEREAS, by virtue of the last paragraph of Article 17 of the said convention, a protocol, of which a certified copy is hereto annexed, putting the convention into force on January 1, 1930, among the states whose instruments of ratification or accession had been deposited with or notified to the Secretary General of the League of Nations within the time limit provided for in the aforesaid Article C of the supplementary agreement, to wit: Austria, Belgium, Great Britain, Denmark, the United States of America, France, Hungary, Italy,

Japan, Luxemburg, the Netherlands, Portugal, Rumania, Switzerland and Yugoslavia, was signed by their respective plenipotentiaries at Paris on December 20, 1929, as well as by the plenipotentiaries of Germany and Norway, the ratifications of which two Governments are regarded, exceptionally, as having the same effect as if they had been deposited before September 30, 1929;

AND WHEREAS the said protocol was signed on the part of the United States of America by my authority in conformity with the aforesaid advice and consent of the Senate, and is approved by me;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said convention and protocol, the said supplementary agreement and protocol, and the said protocol of December 20, 1929, to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof, subject to the understanding that the provision of Section VI of the protocol to the convention excepting from the scope of the convention prohibitions or restrictions applying to prison-made goods, includes goods the products of forced or slave labor however employed, and to the declaration made in writing by the plenipotentiary of the United States of America at the time of the signature of the convention and protocol thereto, as follows:

"At the moment of signing the international convention for the abolition of import and export prohibitions and restrictions, and the protocol to the convention, I, the undersigned, envoy extraordinary and minister plenipotentiary of the United States of America to Switzerland duly empowered to sign the said convention and protocol, declare, pursuant to instructions from my Government, that the United States, in accordance with article 10 of the convention, does not assume any obligation in respect of the Philippine Islands and that I sign the convention and protocol subject to the following reservations and conditions with respect to the United States of America:

"(A) That prohibitions or restrictions designed to extend to exported products the régime established within the country in respect of the production of, trade in, and transport and consumption of such products in domestic commerce are not prohibited by the said convention; provided, however, that such prohibitions or restrictions shall not be applied in such a manner as to constitute a means of arbitrary discrimination between foreign countries or a disguised restriction on international trade.

"(B) That the said convention affects neither the tariff systems nor the treaty-making methods of the participating countries nor the measures taken to insure the application thereof, including measures to counteract dumping, bounties, subsidies, unfair methods, or acts in foreign trade, undervaluation or discrimination."

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this sixth day of March in the year of our Lord one thousand nine hundred and thirty, and of the Independence of the United States of America the one hundred and fifty-fourth.

By the President:

J P COTTON

Acting Secretary of State.

HERBERT HOOVER

PROTOCOL

PROTOCOLE

Protocol.

CONCERNING THE ENTRY INTO FORCE OF THE INTERNATIONAL CONVENTION OF NOVEMBER 8th, 1927, FOR THE ABOLITION OF IMPORT AND EXPORT PROHIBITIONS AND RESTRICTIONS AND OF THE SUPPLEMENTARY AGREEMENT TO THE SAID CONVENTION OF JULY 11th, 1928.

CONCERNANT LA MISE EN VIGUEUR DE LA CONVENTION INTERNATIONALE DU 8 NOVEMBRE 1927 POUR L'ABOLITION DES PROHIBITIONS ET RESTRICTIONS A L'IMPORTATION ET A L'EXPORTATION, ET DE L'ACCORD COMPLÉMENTAIRE DU 11 JUILLET 1928 A LADITE CONVENTION.

Entry into force of foregoing Convention.

The undersigned, being duly authorised and met at Paris at the invitation of the Secretary-General of the League of Nations, in conformity with the provisions of Article 17 of the International Convention for the Abolition of Import and Export Prohibitions and Restrictions signed at Geneva on November 8th, 1927, and of Articles C and D of the Supplementary Agreement to the said Convention signed at Geneva on July 11th, 1928;

Les soussignés, dûment autorisés et réunis à Paris sur convocation du Secrétaire général de la Société des Nations, conformément aux dispositions de l'article 17 de la Convention internationale pour l'abolition des prohibitions et restrictions à l'importation et à l'exportation, signée à Genève le 8 novembre 1927, et des articles C et D de l'Accord complémentaire à ladite Convention, signé à Genève le 11 juillet 1928;

Preamble.

Ante, p. 2476.

Having noted that the instruments of ratification were deposited by their respective Governments within the time-limit provided for in the aforesaid Article C of the Supplementary Agreement, except in the case of Germany, on behalf of whom this deposit was not effected until November 23rd, 1929, and except in the case of Norway who has not yet carried out this formality;

Après avoir constaté que le dépôt des instruments de ratification a été effectué par leurs Gouvernements respectifs dans le délai prévu par le susdit article C de l'Accord complémentaire, sauf en ce qui concerne l'Allemagne, au nom de laquelle ce dépôt n'a été effectué que le 23 novembre 1929, et sauf en ce qui concerne la Norvège, laquelle n'a pas encore procédé à cette formalité;

Taking note of the annexed declaration made by the delegate of Norway;

Prenant acte de la déclaration ci-annexée faite par le délégué de la Norvège;

Noting that certain of the conditions for the entry into force of the Convention and of

Constatant que certaines des conditions pour la mise en vigueur de la Convention et de l'Accord

the Supplementary Agreement mentioned above as defined in Article 17 of the Convention have not been fulfilled;

Noting furthermore that it is not possible at the moment to fulfil these conditions;

Being anxious nevertheless that the above-mentioned Convention and Supplementary Agreement should be put into force between the countries they represent, and hoping that the said conditions will be realised in the near future;

Have agreed to the following provisions:

complémentaire ci-dessus visés, telles qu'elles sont définies à l'article 17 de la Convention, n'ont pas été réalisées;

Constatant, d'autre part, qu'il n'est momentanément pas possible de réaliser ces conditions;

Désireux de mettre néanmoins la Convention et l'Accord complémentaire précités en vigueur entre les Etats qu'ils représentent, avec l'espoir d'une réalisation prochaine des susdites conditions,

Sont convenus des dispositions suivantes:

Ratification of Germany.

1. The German Government's ratification shall be regarded, exceptionally, as having the same effect as if it had been deposited before September 30th, 1929.

1. La ratification du Gouvernement allemand est considérée, à titre exceptionnel, comme ayant les mêmes effets que si le dépôt en avait été effectué avant le 30 septembre 1929.

Of Norway.

2. The forthcoming ratification announced by the Norwegian Government shall be regarded, exceptionally, as having the same effect as if it had been deposited before September 30th, 1929.

2. La ratification ultérieure annoncée par le Gouvernement norvégien sera considérée, à titre exceptionnel, comme ayant les mêmes effets que si le dépôt en avait été effectué avant le 30 septembre 1929.

Of Czechoslovakia and Poland.

3. If ratifications on behalf of Czechoslovakia and Poland. are deposited before May 31st, 1930, they shall be regarded, exceptionally, as having the same effect as if they had been deposited before September 30th, 1929.

3. Les ratifications qui seraient éventuellement déposées au nom de la Pologne et de la Tchécoslovaquie avant le 31 mai 1930 seront considérées, à titre exceptionnel, comme ayant les mêmes effets que si le dépôt en avait été effectué avant le 30 septembre 1929.

Effective date.

4. The Convention shall be put into force on January 1st, 1930, by the countries on whose behalf the present Protocol is signed.

4. La Convention sera mise en vigueur le 1^{er} janvier 1930 par les Etats au nom desquels le présent Protocole est signé.

In the case of Hungary.

In the case of Hungary, the Convention will be put into force in the manner stated in the annexed declaration by the Hungarian delegate.

En ce qui concerne la Hongrie, la mise en vigueur de la Convention s'effectuera de la manière qui est indiquée dans la déclaration ci-annexée du délégué de cet Etat.

5. Those of the countries referred to above which have made the putting into force of the Convention conditional on its ratification by Czechoslovakia and Poland or either of these countries, shall not be bound by its provisions after July 1st, 1930, unless both or either of these countries, as the case may be, ratified the Convention before May 31st, 1930, and complies with the obligations arising out of the putting into force of the Convention on January 1st, 1930. Similarly, a country which made the putting into force of the Convention conditional, as far as it is concerned, upon its ratification for any country or countries other than Czechoslovakia or Poland shall not be bound by its provisions after July 1st, 1930, unless such other country or countries are themselves bound after that date.

If any countries waive the benefits of the provisions of the preceding sub-paragraph, they shall inform the Secretary-General of the League of Nations of this fact by a declaration addressed to him before June 20th, 1930.

6. Any of the countries referred to in paragraph 4 shall be relieved of the obligations accepted by it in virtue of the present Protocol on June 30th, 1931, or the same date in 1932, 1933 or 1934, on forwarding a declaration to that effect on any of these dates to the Secretary-General of the League of Nations. This possibility, however, will cease if and when the number of countries for which, before the signature of the present Protocol, the Convention

5. Ceux de ces Etats qui ont subordonné la mise en vigueur de la Convention à la ratification de celle-ci par la Pologne et par la Tchécoslovaquie, ou par l'un de ces deux Etats, ne seront liés, au delà du 1^{er} juillet 1930, que si ces deux derniers Etats, ou, selon le cas, l'un d'entre eux, ratifient la Convention avant le 31 mai 1930 et se conforment aux obligations découlant de la mise en vigueur de la Convention à la date du 1^{er} janvier 1930. Pareillement, un Etat qui a subordonné la mise en vigueur de la Convention, en ce qui le concerne, à la ratification de celle-ci par un ou des Etats autres que la Pologne et la Tchécoslovaquie ne sera lié par les dispositions de la Convention, après le 1^{er} juillet 1930, que si ce ou ces Etats se trouvent eux-mêmes liés après cette date.

Au cas où ces pays renonceraient au bénéfice des dispositions de l'alinéa précédent, il leur appartiendrait de le faire connaître par déclaration adressée avant le 20 juin 1930 au Secrétaire général de la Société des Nations.

6. Chacun des Etats visés au paragraphe 4 ci-dessus sera, à la date du 30 juin 1931 ou à la même date au cours des années 1932, 1933 et 1934, délié des obligations souscrites par lui aux termes du présent Protocole, en adressant à l'une de ces dates une déclaration à cet effet au Secrétaire général de la Société des Nations. Cette faculté prendra cependant fin dans le cas et au moment où le nombre des Etats qui ont, avant la signature du

If ratification conditional upon ratification of other country.

Notification of waiver of conditions.

Declaration of renunciation.

Termination of possibility of renunciation.

has been ratified without its entry into force being made subject to conditions or with its entry into force being made subject to conditions which are fulfilled, is not less than eighteen.

Waived conditions not considered as fulfilled.

It is understood that, when a country maintains the Convention in force under the provisions of the second sub-paragraph of No. 5 of this Protocol, in spite of the fact that its conditions have not been fulfilled, those conditions shall not thereby be considered to have been fulfilled for the purpose of the application of the second sentence of the preceding sub-paragraph.

Application to Czechoslovakia and Poland.

The provisions of the preceding two sub-paragraphs shall apply to Czechoslovakia and Poland in the event of the Convention being ratified on their behalf within the period mentioned in paragraph 5.

To any State acceding to Convention.

7. The provisions contained in paragraph 6 above shall be extended to any Member of the League of Nations or any non-Member State acceding to the Convention after this day's date.

Signatures.

IN FAITH WHEREOF the undersigned have signed the present Protocol.

DONE at Paris, on December twentieth one thousand nine hundred and twenty-nine in a single copy the French and English texts of which are both authoritative and which shall be deposited in the archives of the Secretariat of the League of Nations. Certified true copies shall be transmitted to all the Members of the League of Na-

présent Protocole, ratifié la Convention sans subordonner la mise en vigueur de celle-ci à des conditions, ou en subordonnant la mise en vigueur à des conditions qui sont réalisées, n'est pas inférieur à dix-huit.

Il est entendu que si un Etat maintient la Convention en vigueur par application des dispositions du deuxième alinéa du paragraphe 5 du présent Protocole, bien que les conditions auxquelles il avait subordonné cette mise en vigueur n'aient pas été réalisées, ces conditions ne seront point, de ce chef, considérées comme réalisées au point de vue de l'application de la deuxième phrase de l'alinéa précédent.

Les dispositions des deux alinéas précédents seront applicables à la Pologne et à la Tchécoslovaquie dans le cas où la Convention serait ratifiée en leur nom dans le délai fixé au paragraphe 5.

7. Les dispositions prévues au paragraphe 6 ci-dessus seront étendues à tout Membre de la Société des Nations et à tout Etat non membre qui, postérieurement à la date de ce jour, adhérerait à la Convention.

EN FOI DE QUOI les soussignés ont signé le présent Protocole.

FAIT à Paris, le vingt décembre mil neuf cent vingt-neuf, en simple expédition, dont les textes français et anglais feront foi et qui sera déposée dans les archives du Secrétariat de la Société des Nations. Copie conforme en sera transmise à tous les Membres de la Société des Nations, ainsi qu'à tout Etat non membre auquel le Conseil de la Société des Nations

tions and to any non-Member States to which the Council of the League of Nations shall have communicated a copy of the Convention of November 8th, 1927. aura communiqué un exemplaire de la Convention du 8 novembre 1927. Signatures—Continued.

Allemagne *Germany*

Adolf REINSHAGEN.

Autriche *Austria*

Dr. GRÜNBERGER.

Belgique *Belgium*

J. BRUNET.

Grande-Bretagne *Great Britain*

I declare that my signature does not include any of His Britannic Majesty's Colonies, Protectorates or territories under suzerainty or mandate.¹

S. J. CHAPMAN.

Danemark *Denmark*

BOECK.

États-Unis d'Amérique *United States of America*

Charles E. LYON.

France *France*

P. ELBEL.

Hongrie *Hungary*

NICKL.

Italie *Italy*

G. MANZONI.²

[*Traduction*]

¹ Je déclare que ma signature ne couvre pas les colonies ou territoires placés sous la suzeraineté ou le mandat de Sa Majesté Britannique.

² Au moment de procéder à la signature du Protocole, Son Excellence l'Ambassadeur Royal d'Italie à Paris a déposé au Secrétariat de la Société des Nations la déclaration suivante qui doit être considérée comme accompagnant la signature apposée par lui au Protocole:

At the time of signing the Protocol, His Excellency the Royal Italian Ambassador in Paris deposited with the Secretariat of the League of Nations the following declaration which must be considered as accompanying the signature affixed by him on the said Protocol:

“Con la apposta firma in suo nome, il Regio Governo Italiano intende impegnarsi a mettere in vigore la Convenzione subordinatamente al verificarsi delle condizioni previste dal presente protocollo non che della condizione prevista all' articolo C. dell' Accordo complementare e cioè che almeno diciotto Stati ratificanti diano effettiva applicazione alla Convenzione a partire dal primo luglio 1930.”

[*Traduction*]

Par la signature apposée en son nom, le Gouvernement Royal Italien s'engage à mettre en vigueur la Convention, sous réserve de la réalisation des conditions prévues par le présent Protocole ainsi que de la condition prévue à l'article C de l'Accord complémentaire, à savoir que dix-huit au moins des Etats ayant ratifié la Convention l'appliquent effectivement à partir du 1^{er} juillet 1930.

[*Translation*]

“In thus affixing its signature, the Royal Italian Government undertakes to put the Convention into force provided the conditions laid down in the present Protocol are fulfilled, as well as the condition specified in Article C of the Supplementary Agreement, namely that eighteen States at least which have ratified the Convention should apply it effectively as from July 1st, 1930.”

Signatures—Con-
tinued. Japon

Japan

(Ad referendum.)

N. ITO.

Luxembourg

Luxemburg

ALBERT CALMES

Norvège

Norway

SIGURD BENTZON.

Pays-Bas

The Netherlands

POSTHUMA.

Portugal

Portugal

F. DE CALHEIROS E MENEZES

Roumanie

Roumania

E. G. NECULCEA.

Suisse

Switzerland

W. STUCKI.

Yougoslavie

Yugoslavia

I. CHOUMENKOVITCH.

DÉCLARATION DE LA DÉLÉGATION NORVÉGIENNE.

Le soussigné, dûment autorisé par le Gouvernement norvégien, déclare que ledit Gouvernement s'engage à mettre en vigueur par voie administrative, à partir du 1^{er} janvier 1930 — et en attendant le dépôt de la ratification formelle de la Convention — les dispositions de la Convention du 8 novembre 1927 et de l'Accord complémentaire du 11 juillet 1928.

Paris, le vingt décembre mil neuf cent vingt-neuf.

SIGURD BENTZON.

DÉCLARATION DE LA DÉLÉGATION HONGROISE.

Le soussigné, dûment autorisé par le Gouvernement hongrois, Considérant que les conditions spéciales de la législation hongroise l'empêchent de souscrire aux paragraphes 4 et 5 du Protocole ci-contre,

Déclare, tout en acceptant les autres dispositions du susdit Protocole, que son Gouvernement considérera, en ce qui le concerne, la Convention comme ayant été mise en vigueur par la Hongrie au 1^{er} janvier 1930, à condition, toutefois, que:

1° L'Allemagne, l'Autriche, l'Italie, la Roumanie, la Suisse et la Yougoslavie soient liées, après le 1^{er} juillet 1930, par les dispositions de la Convention;

2° La Pologne et la Tchécoslovaquie aient ratifié la Convention avant le 31 mai 1930 et qu'elles se conforment aux obligations découlant de la mise en vigueur de la Convention à la date du 1^{er} janvier 1930.

Paris, le vingt décembre mil neuf cent vingt-neuf.

NICKL.

Universal Postal Union. Signed at London, June 28, 1929. Ratified and approved by the Postmaster General, March 8, 1930; approved by the President March 13, 1930. June 28, 1929.

UNION POSTALE UNIVERSELLE.

UNIVERSAL POSTAL UNION*

CONVENTION POSTALE
UNIVERSELLE.

UNIVERSAL POSTAL CON-
VENTION

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*English translation by Post Office Department.

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UNION POSTALE UNIVER-
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CONCLUE ENTRE

CONCLUDED BETWEEN

Contracting Powers. L'AFGHANISTAN, L'UNION DE L'AFRIQUE DU SUD, L'ALBANIE, L'ALLEMAGNE, LES ÉTATS-UNIS D'AMÉRIQUE, L'ENSEMBLE DES POSSESSIONS INSULAIRES DES ÉTATS-UNIS D'AMÉRIQUE AUTRES QUE LES ILES PHILIPPINES, LES ILES PHILIPPINES, LA RÉPUBLIQUE ARGENTINE, LA COMMONWEALTH DE L'AUSTRALIE, L'AUTRICHE, LA BELGIQUE, LA COLONIE DU CONGO BELGE, LA BOLIVIE, LE BRÉSIL, LA BULGARIE, LE CANADA, LE CHILI, LA CHINE, LA RÉPUBLIQUE DE COLOMBIE, LA RÉPUBLIQUE DE COSTA-RICA, LA RÉPUBLIQUE DE CUBA, LE DANEMARK, LA VILLE LIBRE DE DANTZIG, LA RÉPUBLIQUE DOMINICAINE, L'ÉGYPTE, L'ÉQUATEUR, L'ESPAGNE, L'ENSEMBLE DES COLONIES ESPAGNOLES, L'ESTONIE, L'ÉTHIOPIE, LA FINLANDE, LA FRANCE, L'ALGÉRIE, LES COLONIES ET PROTECTORATS FRANÇAIS DE L'INDOCHINE, L'ENSEMBLE DES AUTRES COLONIES FRANÇAISES, LE ROYAUME-UNI DE LA GRANDE-BRETAGNE ET DE L'IRLANDE DU NORD, LA GRÈCE, LE GUATÉMALA, LA RÉPUBLIQUE D'HAÏTI, LE ROYAUME DE HEDJAZ ET DE NEDJDE ET DÉPENDANCES, LA RÉPUBLIQUE DU HONDURAS, LA HON-

AFGHANISTAN, THE UNION OF SOUTH AFRICA, ALBANIA, GERMANY, THE UNITED STATES OF AMERICA, THE WHOLE OF THE INSULAR POSSESSIONS OF THE UNITED STATES OF AMERICA OTHER THAN THE PHILIPPINE ISLANDS, THE PHILIPPINE ISLANDS, THE ARGENTINE REPUBLIC, THE COMMONWEALTH OF AUSTRALIA, AUSTRIA, BELGIUM, THE COLONY OF THE BELGIAN CONGO, BOLIVIA, BRAZIL, BULGARIA, CANADA, CHILE, CHINA, THE REPUBLIC OF COLOMBIA, THE REPUBLIC OF COSTA RICA, THE REPUBLIC OF CUBA, DENMARK, THE FREE CITY OF DANTZIG, THE DOMINICAN REPUBLIC, EGYPT, ECUADOR, SPAIN, THE WHOLE OF THE SPANISH COLONIES, ESTONIA, ETHIOPIA (ABYSSINIA), FINLAND, FRANCE, ALGERIA, THE FRENCH COLONIES AND PROTECTORATES IN INDO-CHINA, THE WHOLE OF THE OTHER FRENCH COLONIES, THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, GREECE, GUATEMALA, THE REPUBLIC OF HAITI, THE KINGDOM OF HEJAZ AND NEJD AND DEPENDENCIES, THE REPUBLIC OF HONDURAS, HUNGARY, BRITISH INDIA, IRAQ, THE IRISH FREE STATE, ICELAND, ITALY, THE WHOLE OF THE ITALIAN COLONIES, JAPAN, CHOSEN (KOREA), THE WHOLE OF THE OTHER JAPANESE DEPENDENCIES, LATVIA, THE REPUBLIC OF LIBERIA, LITHUANIA, LUXEMBURG, MOROCCO (EXCEPT THE SPANISH ZONE), MOROCCO (SPANISH ZONE), MEXICO, NICARAGUA, NORWAY, NEW ZEALAND, THE REPUBLIC OF PANAMA, PARAGUAY, THE NETHERLANDS, THE DUTCH EAST INDIES, THE DUTCH COLONIES IN AMERICA, PERU, PERSIA, PO-

GRIE, L'INDE BRITANNIQUE, L'IRAQ, L'ÉTAT LIBRE D'IRLANDE, L'ISLANDE, L'ITALIE, L'ENSEMBLE DES COLONIES ITALIENNES, LE JAPON, LE CHOSEN, L'ENSEMBLE DES AUTRES DÉPENDANCES JAPONAISES, LA LETTONIE, LA RÉPUBLIQUE DE LIBÉRIA, LA LITHUANIE, LE LUXEMBOURG, LE MAROC (A L'EXCLUSION DE LA ZONE ESPAGNOLE), LE MAROC (ZONE ESPAGNOLE), LE MEXIQUE, LE NICARAGUA, LA NORVÈGE, LA NOUVELLE-ZÉLANDE, LA RÉPUBLIQUE DE PANAMA, LE PARAGUAY, LES PAYS-BAS, LES INDES NÉERLANDAISES, LES COLONIES NÉERLANDAISES EN AMÉRIQUE, LE PÉROU, LA PERSE, LA POLOGNE, LE PORTUGAL, LES COLONIES PORTUGAISES DE L'AFRIQUE, LES COLONIES PORTUGAISES DE L'ASIE ET DE L'OCÉANIE, LA ROUMANIE, LA RÉPUBLIQUE DE SAINT-MARIN, LA RÉPUBLIQUE DU SALVADOR, LE TERRITOIRE DE LA SARRE, LE ROYAUME DES SERBES, CROATES ET SLOVÈNES, LE SIAM, LA SUÈDE, LA SUISSE, LA TCHÉCOSLOVAQUIE, LA TUNISIE, LA TURQUIE, L'UNION DES RÉPUBLIQUES SOVIÉTISTES SOCIALISTES, L'URUGUAY, L'ÉTAT DE LA CITÉ DU VATICAN, LES ÉTATS-UNIS DE VÉNEZUELA ET L'YÉMEN.

Les soussignés, Plénipotentiaires des Gouvernements des Pays ci-dessus énumérés, s'étant réunis en Congrès à Londres en vertu de l'article 12 de la Convention postale universelle con-

LANE, PORTUGAL, THE PORTUGUESE COLONIES IN AFRICA, THE PORTUGUESE COLONIES IN ASIA AND OCEANIA, RUMANIA, THE REPUBLIC OF SAN MARINO, THE REPUBLIC OF EL SALVADOR, THE SAAR TERRITORY, THE KINGDOM OF SERBS, CROATS AND SLOVENES (YUGOSLAVIA), SIAM, SWEDEN, SWITZERLAND, CZECHOSLOVAKIA, TUNIS, TURKEY, THE UNION OF SOCIALISTIC SOVIET REPUBLICS, URUGUAY, THE VATICAN CITY STATE, THE UNITED STATES OF VENEZUELA, AND YEMEN.

Contracting Powers—Continued.

The undersigned, plenipotentiaries of the Governments of the countries above enumerated, being assembled in Congress at London by virtue of Article 12 of the Universal Postal Convention

Antecedent authority.

Vol. 44, p. 227.

clue à *Stockholm le 28 août 1924*, ont, d'un commun accord et sous réserve de ratification, révisé la dite Convention conformément aux dispositions suivantes:

concluded at Stockholm on August 28, 1924, have, by common consent and subject to ratification, revised the said Convention to read as follows:

TITRE I.

TITLE I

Universal Postal Union. DE L'UNION POSTALE UNIVER-SALLE.

THE UNIVERSAL POSTAL UNION

CHAPITRE I.

CHAPTER I

Organization et ressort de l'Union.

ORGANIZATION AND EXTENT OF THE UNION

ARTICLE PREMIER.

ARTICLE I

Constitution de l'Union.

Constitution of the Union

Constitution and purposes.

Les Pays entre lesquels est conclue la présente Convention forment, sous la dénomination d'Union postale universelle, un seul territoire postal pour l'échange réciproque des correspondances. L'Union postale a également pour objet d'assurer l'organisation et le perfectionnement des divers services postaux internationaux.

The countries between which the present Convention is concluded form, under the name of "Universal Postal Union", a single postal territory for the reciprocal exchange of correspondence. The purpose of the Postal Union is also to assure the organization and perfection of the various international postal services.

ARTICLE 2.

ARTICLE 2

Adhésions nouvelles. Procédure.

New adhesions. Procedure

Adhesions.

Tout Pays est admis en tout temps à adhérer à la Convention.

Any country is permitted to adhere to the Convention at any time.

Procedure.

La demande d'adhésion doit être notifiée par voie diplomatique au Gouvernement de la Confédération suisse et par celui-ci aux Gouvernements de tous les Pays de l'Union.

Notice of the request for adhesion must be given, thru diplomatic channels, to the Government of the Swiss Confederation, and by the latter to the Governments of all the countries of the Union.

ARTICLE 3.

ARTICLE 3

Convention et Arrangements de l'Union.

Convention and Agreements of the Union

Regular service governed hereby.

Le service de la post aux lettres est réglé par les dispositions de la Convention.

The regular-mail service is governed by the provisions of the Convention.

Other services.

D'autres services, tels que ceux, notamment, des lettres et des boîtes avec valeur déclarée, des colis postaux, des mandats de poste, des virements postaux, des

Other services, especially such as those of insured letters and boxes, parcel post, postal money orders, postal checks, collection of bills, drafts, etc., by mail, and

valeurs à recouvrer et des abonnements aux journaux et écrits périodiques, font l'objet d'Arrangements entre Pays de l'Union.

Ces Arrangements sont obligatoires seulement pour les Pays qui y ont adhéré.

L'adhésion à un ou plusieurs de ces Arrangements est soumise aux dispositions de l'article précédent.

ARTICLE 4.

Règlements d'exécution.

Les Administrations de l'Union arrêtent d'un commun accord, dans des Règlements d'exécution, les mesures d'ordre et de détail nécessaires à l'exécution de la Convention et des Arrangements.

ARTICLE 5.

Traités et arrangements spéciaux.
Unions restreintes.

1.—Les Pays de l'Union ont le droit de maintenir et de conclure des traités, ainsi que de maintenir et d'établir des Unions restreintes, en vue de la réduction des taxes ou de toute autre amélioration des relations postales.

2.—De leur côté, les Administrations sont autorisées à prendre entre elles les arrangements nécessaires au sujet des questions qui n'intéressent pas l'ensemble de l'Union, sous réserve de ne pas y introduire des dispositions moins favorables que celles prévues par les Actes de l'Union. Elles peuvent, notamment, en ce qui concerne les objets de correspondance, s'entendre entre elles pour l'adoption de taxes réduites dans un rayon *limitrophe*.

ARTICLE 6.

Législation intérieure.

Les stipulations de la Convention et des Arrangements de l'Union ne portent pas atteinte à la législation de chaque Pays dans tout ce qui n'est pas expressément prévu par ces Actes.

subscriptions to newspapers and periodicals, form the subject of Agreements between countries of the Union.

These Agreements are binding only upon the countries which have adhered to them.

Adhesion to one or more of these Agreements is subject to the provisions of the preceding Article.

ARTICLE 4

Regulations of Execution

The Administrations of the Union draw up, by mutual agreement, in the Regulations of Execution, the measures of order and detail necessary for the execution of the Convention and the Agreements.

ARTICLE 5

*Special treaties and agreements.
Restricted Unions*

1. The countries of the Union have the right to maintain and conclude treaties, as well as to maintain and establish restricted Unions, with a view to the reduction of postage rates or to any other improvement of postal relations.

2. Moreover, the Administrations are authorized to make the necessary agreements among themselves relative to questions which do not interest the whole of the Union, provided that they do not introduce any provisions less favorable than those laid down by the Acts of the Union. They may, in particular, with regard to articles of correspondence, make agreements among themselves for the adoption of reduced postage rates within a frontier zone.

ARTICLE 6

Domestic legislation

The provisions of the Convention and Agreements of the Union do not affect the legislation of any country concerning anything which is not expressly provided for by those Acts.

Effect.

Provisions governing.

Executive regulations.

Post, p. 2579.

Special treaties, etc.

Restricted and frontier zones.

Domestic legislation unaffected.

ARTICLE 7.

Relations exceptionnelles.

Mediation in excep-
tional relations.

Les Administrations qui des-
serviraient certains territoires non
compris dans l'Union seront ten-
ues d'être les intermédiaires des
autres Administrations. Les dis-
positions de la Convention et de
son Règlement sont applicables à
ces relations exceptionnelles.

ARTICLE 8.

Colonies, Protectorats, etc.

Colonies, protector-
ates, etc.

Considered as single
countries or adminis-
trations.

Sont considérés comme formant
un seul Pays ou une seule Ad-
ministration de l'Union, suivant
le cas, au sens de la Convention
et des Arrangements en ce qui
concerne, notamment, leur droit
de vote aux Congrès, aux Con-
férences et dans l'intervalle entre
les réunions, ainsi que leur con-
tribution aux dépenses du Bureau
international de l'Union postale
universale:

Designations.

- 1° l'ensemble des Posses-
sions insulaire des Etats-
Unis d'Amérique, autres
que les Iles Philippines et
comprenant Hawaï, Porto-
Rico, Guam, et les Iles
Vierges des Etats-Unis
d'Amérique;
- 2° les Iles Philippines;
- 3° la Colonie du Congo belge;
- 4° l'ensemble des Colonies es-
pagnoles;
- 5° l'Algérie;
- 6° les Colonies et Protectorats
français de l'Indochine;
- 7° l'ensemble des autres Colo-
nies françaises;
- 8° l'ensemble des Colonies ita-
liennes;
- 9° le Chosen;
- 10° l'ensemble des autres Dé-
pendances japonaises;
- 11° les Indes néerlandaises;
- 12° les Colonies néerlandaises en
Amérique;
- 13° les Colonies portugaises de
l'Afrique;
- 14° les Colonies portugaises de
l'Asie et de l'Océanie.

ARTICLE 7

Exceptional relations

The Administrations which
serve certain territories not in-
cluded in the Union will be bound
to act as intermediary for the
other Administrations. The pro-
visions of the Convention and its
Regulations are applicable to
these exceptional relations.

ARTICLE 8

Colonies, Protectorates, etc.

In the sense of the Convention
and the Agreements, particularly
in regard to their right to vote in
Congresses and Conferences and
in the interval between meetings,
as well as to their contribution to
the expenses of the International
Bureau of the Universal Postal
Union, the following are consid-
ered as forming a single country
or a single Administration of the
Union, as the case may be:

- 1° The whole of the Insular Pos-
sessions of the United
States of America other
than the Philippine Is-
lands, and comprising
Hawaii, Porto Rico, Guam,
and the Virgin Islands of
the United States of
America;
- 2° The Philippine Islands;
- 3° The Colony of the Belgian
Congo;
- 4° The whole of the Spanish
Colonies;
- 5° Algeria;
- 6° The French Colonies and Pro-
tectorates in Indo-China;
- 7° The whole of the other
French Colonies;
- 8° The whole of the Italian
Colonies;
- 9° Chosen (Korea);
- 10° The whole of the other Jap-
anese Dependencies;
- 11° The Dutch East Indies;
- 12° The Dutch Colonies in
America;
- 13° The Portuguese Colonies in
Africa;
- 14° The Portuguese Colonies in
Asia and Oceania.

ARTICLE 9.

Ressort de l'Union.

Sont considérés comme appartenant à l'Union postale universelle:

a) les bureaux de poste établis par des Pays de l'Union dans les Pays étrangers à l'Union;

b) la Principauté de Liechtenstein, comme relevant de l'Administration des postes de Suisse;

c) les Iles Féroë et le Groenland, comme faisant partie du Danemark;

d) les Possessions espagnoles de la côte septentrionale d'Afrique, comme faisant partie de l'Espagne;

e) les Vallées d'Andorre, comme desservies par l'Administration des postes espagnoles et l'Administration des postes françaises;

f) la Principauté de Monaco, comme relevant de l'Administration des postes de France;

g) Walfisch-Bay, comme faisant partie de l'Union de l'Afrique du Sud; Basutoland, comme relevant de l'Administration des postes de l'Union de l'Afrique du Sud.

ARTICLE 9

Extent of the Union

The following are considered as belonging to the Universal Postal Union:

Offices comprehended.

(a) The post offices established by countries of the Union in countries foreign to the Union;

(b) The Principality of Liechtenstein, as belonging to the Postal Administration of Switzerland;

(c) The Faroe Islands and Greenland, as forming part of Denmark;

(d) The Spanish possessions on the north coast of Africa, as forming part of Spain;

(e) The Valleys of Andorra, as served by the Spanish and French Postal Administrations;

(f) The Principality of Monaco, as belonging to the Postal Administration of France;

(g) Walfish Bay, as forming part of the Union of South Africa; Basutoland, as belonging to the Postal Administration of the Union of South Africa.

ARTICLE 10.

Arbitrages.

1.—En cas de dissentiment entre deux ou plusieurs membres de l'Union relativement à l'interprétation de la Convention et des Arrangements ou de la responsabilité dérivant, pour une Administration, de l'application de ces Actes, la question en litige est réglée par jugement arbitral. A cet effet, chacune des Administrations en cause choisit un autre membre de l'Union qui n'est pas directement intéressé dans l'affaire.

Au cas où l'un des Offices en désaccord ne donnerait pas suite à une proposition d'arbitrage dans le délai de six mois, ou de neuf mois pour les Pays éloignés, le Bureau international pourra, sur

ARTICLE 10

Arbitration

1. In case of disagreement between two or more members of the Union as to the interpretation of the Convention and Agreements, or as to the responsibility imposed upon an Administration by the application of those Acts, the question in dispute is decided by arbitration. To that end, each of the Administrations concerned chooses another member of the Union which is not directly interested in the matter.

Arbitration of disputes.

If one of the Administrations involved in the dispute does not take any action on a proposal for arbitration within a period of six months, or nine months in the case of distant countries, the International Bureau, upon a re-

By International Bureau on default.

la demande qui lui en sera faite, provoquer à son tour la désignation d'un arbitre par l'Office défaillant ou en désigner un lui-même, d'office.

Decision.

2.—La décision des arbitres est donnée à la majorité absolue des voix.

If vote a tie.

3.—En cas de partage des voix, les arbitres choisissent, pour trancher le différend, une autre Administration également désintéressée dans le litige.

A défaut d'une entente sur le choix, cette Administration est désignée par le Bureau international parmi les membres de l'Union non proposés par les arbitres.

Administrations qualified to serve.

4.—Les arbitres ne peuvent être désignés en dehors des Offices exécutant l'Arrangement qui donne lieu au litige.

quest made of it to that effect, may call upon the defaulting Administration to appoint an arbitrator, or may appoint one itself officially.

2. The decision of the arbitrators is made on an absolute majority of votes.

3. In case of equality of votes; the arbitrators, for the purpose of settling the difference, choose another Administration which likewise has no interest in the dispute.

In case of disagreement as to a choice, that Administration is designated by the International Bureau from among the members of the Union not proposed by the arbitrators.

4. Only such Administrations as are executing the Agreement under litigation may be designated as arbitrators.

ARTICLE 11.

Sortie de l'Union. Cessation de participation aux Arrangements.

ARTICLE 11

Withdrawal from the Union. Termination of participation in the Agreements

Withdrawals, etc.

Chaque Partie contractante a la faculté de se retirer de l'Union ou de cesser sa participation aux Arrangements moyennant avertissement donné un an à l'avance par son Gouvernement au Gouvernement de la Confédération suisse.

Each contracting party has the option of withdrawing from the Union or of ceasing to participate in the Agreements by notice given one year in advance by its Government to the Government of the Swiss Confederation.

CHAPITRE II.

Congrès. Conférences. Commissions.

CHAPTER II

CONGRESSES, CONFERENCES, COMMITTEES

ARTICLE 12.

Congrès.

ARTICLE 12

Congresses

Congresses.

Meetings.

1.—Les délégués des Pays de l'Union se réunissent en Congrès au plus tard cinq ans après la date de mise à exécution des Actes du Congrès précédent en vue de les soumettre à revision ou de les compléter, s'il y a lieu.

1. Delegates from the countries of the Union meet in Congress not later than five years after the effective date of the Acts of the preceding Congress, with a view to revising or completing them as necessary.

Representatives.

Chaque Pays se fait représenter au Congrès par un ou plusieurs délégués plénipotentiaires munis, par leur Gouvernement, des pouvoirs nécessaires. Il peut, au besoin, se faire représenter par la

Each country is represented at the Congress by one or more plenipotentiary delegates, provided with the necessary credentials by their Government. It may, if necessary, be represented by the

délégation d'un autre Pays. Toutefois, il est entendu qu'une délégation ne peut être chargée que de la représentation de deux Pays, y compris celui qui l'a primitivement accréditée.

Dans les délibérations, chaque Pays dispose d'une seule voix.

2.—Chaque Congrès fixe le lieu de la réunion du Congrès suivant. Celui-ci est convoqué par les soins du Gouvernement du Pays dans lequel il doit avoir lieu, après entente avec le Bureau international. Ce Gouvernement est également chargé de la notification à tous les Gouvernements des Pays de l'Union des décisions prises par le Congrès.

ARTICLE 13.

Ratifications. Mise à exécution et durée des Actes des Congrès.

Les Actes des Congrès sont ratifiés aussitôt que possible et les ratifications sont communiquées au Gouvernement du Pays, siège du Congrès, et par ce Gouvernement aux Gouvernements des Pays contractants.

Dans le cas où une ou plusieurs des Parties contractantes ne ratifieraient pas l'un ou l'autre des Actes signés par elles, ceux-ci n'en seraient pas moins valables pour les Etats qui les auront ratifiés.

Ces Actes sont mis à exécution simultanément et ont la même durée.

Dès le jour fixé pour la mise à exécution des Actes adoptés par un Congrès, tous les Actes du Congrès précédent sont abrogés.

ARTICLE 14.

Congrès extraordinaires.

Lorsque la demande en est faite ou approuvée par les deux tiers au moins des Pays contractants, un Congrès extraordinaire est réuni après entente avec le Bureau international.

delegation of another country. However, it is understood that a delegation may be charged with representing only two countries, including the one by which it was first accredited.

In the deliberations, each country has but one vote.

2. Each Congress fixes the meeting-place of the next Congress. The Congress is called together by the Government of the country in which it is to be held, in consultation with the International Bureau. That Government is likewise charged with notifying all the Governments of the countries of the Union of the decisions made by the Congress.

ARTICLE 13

Ratifications. Entry into force and duration of the Acts of Congresses

The Acts of Congresses are ratified as soon as possible, and the ratifications are communicated to the Government of the country in which the Congress was held, and by that Government to the Governments of the contracting countries.

In case that one or more of the contracting parties do not ratify one or another of the Acts signed by them, the Acts will nevertheless be valid for the countries which have ratified them.

Those Acts are put into effect simultaneously and have the same duration.

From the date fixed for the entry into force of the Acts adopted by a Congress, all the Acts of the preceding Congress are abrogated.

ARTICLE 14

Extraordinary Congresses

An extraordinary Congress is called together by agreement with the International Bureau when a request to that effect is made or approved by at least two-thirds of the contracting countries.

Each country one vote.

Place of subsequent meeting.

Ratification of Acts of Congresses.

Validity.

Effective date and duration.

Extraordinary sessions.

Rules applicable.

Les règles édictées aux articles 12 et 13 sont applicables aux délégations, aux délibérations et aux Actes des Congrès extraordinaires.

ARTICLE 15.

Regulations.

Règlement des Congrès.

Chaque Congrès arrête le règlement nécessaire à ses travaux et à ses délibérations.

ARTICLE 16.

Conférences.

Conferences on administrative questions.

Des Conférences chargées de l'examen de questions purement administratives peuvent être réunies à la demande des deux tiers au moins des Administrations de l'Union.

Elles sont convoquées après entente avec le Bureau international.

Les Conférences arrêtent leur règlement.

ARTICLE 17.

Commissions.

Committee meetings.

Les Commissions chargées par un Congrès ou une Conférence de l'étude d'une ou de plusieurs questions déterminées sont convoquées par le Bureau international après entente, le cas échéant, avec l'Administration du Pays où ces Commissions doivent se réunir.

CHAPITRE III.

Propositions between meetings.

Propositions dans l'intervalle des réunions.

ARTICLE 18.

Introduction des propositions.

Submission by members.

Dans l'intervalle des réunions, toute Administration a le droit d'adresser aux autres Administrations, par l'intermédiaire du Bureau international, des propositions concernant la Convention, son Règlement et leurs Protocoles finals.

Le même droit est accordé aux Administrations des Pays partici-

The rules laid down by Articles 12 and 13 are applicable to the delegations, the deliberations, and the Acts of extraordinary Congresses.

ARTICLE 15

Regulations for Congresses

Each Congress draws up the necessary regulations for its work and deliberations.

ARTICLE 16

Conferences

Conferences charged with the examination of purely administrative questions may be called together at the request of at least two-thirds of the Administrations of the Union.

They are called together by agreement with the International Bureau.

Conferences draw up their own regulations.

ARTICLE 17

Committees

Committees charged by a Congress or a Conference with the study of one or more definite questions are called together by the International Bureau, in consultation, if necessary, with the Administration of the country where such Committees are to meet.

CHAPTER III

PROPOSITIONS IN THE INTERVAL BETWEEN MEETINGS

ARTICLE 18

Introduction of propositions

In the interval between meetings, any Administration has the right to address to the other Administrations, thru the intermediary of the International Bureau, propositions concerning the Convention, its Regulations, and their Final Protocols.

The same right is accorded to the Administrations of the coun-

pañt aux Arrangements en ce qui concerne ces Arrangements, leurs Règlements et leurs Protocoles finals.

Pour être mises en délibération, toutes les propositions introduites par une Administration dans l'intervalle des réunions doivent être appuyées par au moins deux autres Administrations. Ces propositions restent sans suite lorsque le Bureau international ne reçoit pas, en même temps, le nombre nécessaire de déclarations d'appui.

ARTICLE 19.

Examen des propositions.

Toute proposition est soumise à la procédure suivante:

Un délai de six mois est laissé aux Administrations pour examiner la proposition et pour faire parvenir au Bureau international, le cas échéant, leurs observations. Les amendements ne sont pas admis. Les réponses sont réunies par les soins du Bureau international et communiquées aux Administrations avec invitation de se prononcer pour ou contre. Celles qui n'ont pas fait parvenir leur vote dans un délai de six mois sont considérées comme s'abstenant. *Les délais précités comptent à partir de la date des circulaires du Bureau international.*

Si la proposition concerne un Arrangement, son Règlement ou leurs Protocoles finals, seules les Administrations ayant adhéré à cet Arrangement peuvent prendre part aux opérations indiquées ci-dessus.

ARTICLE 20.

Conditions d'approbation.

1.—Pour devenir exécutoires, les propositions doivent réunir:

a) l'unanimité des suffrages, s'il s'agit de l'addition de nouvelles dispositions ou de la modification des dispositions des Titres I et II et des articles 32 à 36, 52 à 57, 59 à 61, 63 à 66, 68 à 81 de la Convention, de tous les articles de son

tries participating in the Agreements in regard to those Agreements, their Regulations, and their Final Protocols.

In order to be considered, all propositions introduced by an Administration in the interval between meetings must be supported by at least two other Administrations. Such propositions are ignored when the International Bureau does not receive, at the same time, the necessary number of declarations of support.

ARTICLE 19

Examination of propositions

Every proposition is submitted to the following procedure: Procedure to be followed.

A period of six months is allowed to Administrations, in order to examine the propositions and send their observations, if any, to the International Bureau. Amendments are not admitted. The replies are assembled by the International Bureau and communicated to the Administrations, with an invitation to pronounce themselves for or against. Those which have not sent in their votes within a period of six months are considered as abstaining. The periods above mentioned are counted from the dates of the circulars of the International Bureau.

If the proposition concerns an Agreement, its Regulations, or their Final Protocols, only the Administrations which have adhered to that Agreement may take part in the procedure indicated above.

ARTICLE 20

Conditions of approval

1. In order to become effective, the propositions must obtain:

a) Unanimity of votes, if it is a question of adding new provisions or modifying the provisions of Titles I and II and of Articles 32 to 36, 52 to 57, 59 to 61, 63 to 66, 68 to 81 of the Convention, of any of the Articles of its Final Protocol,

Requirements.

Unanimity of votes.

Protocole final, des articles 1, 5, 16, 60, 71 et 93 de son Règlement et de tous ceux de son *Protocole final*;

Two-thirds.

b) les deux tiers des suffrages, s'il s'agit de la modification des dispositions autres que celles mentionnées à l'alinéa précédent;

Majority.

c) la majorité absolue, s'il s'agit de l'interprétation des dispositions de la Convention, de son Règlement et de leurs *Protocoles finals*, hors le cas de dissentiment à soumettre à l'arbitrage prévu à l'article 10.

Acte, p. 2531.

Conditions to be fixed.

2.—Les Arrangements fixent les conditions auxquelles est subordonnée l'approbation des propositions qui les concernent.

of Articles 1, 5, 16, 60, 72 and 93 of its Regulations, and of all those of its Final Protocol;

b) Two-thirds of the votes, if it is a question of modifying provisions other than those mentioned in the preceding paragraph;

c) A simple majority, if it is a question of interpreting the provisions of the Convention, its Regulations, and their Final Protocols except in the case of disputes to be submitted to arbitration contemplated by Article 10.

2. The Agreements fix the conditions to which the approval of propositions concerning them is subject.

ARTICLE 21.

Notification des résolutions.

Notices of changes.

Les additions et les modifications apportées à la Convention, aux Arrangements et aux *Protocoles finals de ces Actes* sont consacrées par une déclaration diplomatique que le Gouvernement de la Confédération suisse est chargé d'établir et de transmettre, à la demande du Bureau international, aux Gouvernements des Pays contractants.

From Swiss Confederation.

From International Bureau.

Les additions et les modifications apportées aux Règlements et à leurs *Protocoles finals* sont constatées et notifiées aux Administrations par le Bureau international. Il en est de même des interprétations visées sous la lettre c de l'article précédent.

ARTICLE 22.

Exécution des résolutions.

Effective date.

Toute addition ou modification adoptée n'est exécutoire que trois mois, au moins, après sa notification.

CHAPITRE IV.

Du Bureau international.

International Bureau.

ARTICLE 23.

Attributions générales.

Maintenance of, as a central Office.

1.—Un Office central, fonctionnant à Berne sous la dénomination de Bureau international de l'Union postale universelle, et placé sous la haute surveillance de l'Administration des postes

ARTICLE 21

Notification of decisions

Additions to and modifications of the Convention, the Agreements, and the Final Protocols of those Acts, are sanctioned by a diplomatic declaration which the Government of the Swiss Confederation is charged with making up and transmitting, at the request of the International Bureau, to the Governments of the contracting countries.

Additions to and modifications of the Regulations and their Final Protocols are drawn up and communicated to the Administrations by the International Bureau. The same applies to the interpretations contemplated under letter (c) of the preceding Article.

ARTICLE 22

Effective date of decisions

No addition or modification adopted is effective until at least three months after its notification.

CHAPTER IV

INTERNATIONAL BUREAU

ARTICLE 23

General Functions

1. A central Office, functioning at Berne under the name of "International Bureau of the Universal Postal Union" and placed under the supervision of the Swiss Postal Administration, serves as

suisses, sert d'organe de liaison, d'information et de consultation aux Pays de l'Union.

Ce Bureau est chargé, notamment, de réunir, de coordonner, de publier et de distribuer les renseignements de toute nature qui intéressent le service international de postes; d'émettre, à la demande des Parties en cause, un avis sur les questions litigieuses; d'instruire les demandes en modification des Actes du Congrès; de notifier les changements adoptés et, en général, de procéder aux études et aux travaux de rédaction ou de documentation que la Convention, les Arrangements et leurs Règlements lui attribuent ou dont il serait saisi dans l'intérêt de l'Union.

2.—Il intervient, à titre d'office de compensation, dans la liquidation des comptes de toute nature relatifs au service international des postes, entre les Administrations qui réclament cette intervention.

ARTICLE 24.

Dépenses du Bureau international.

1.—Chaque Congrès arrête le chiffre maximum que peuvent atteindre annuellement les dépenses ordinaires du Bureau international.

Ces dépenses, ainsi que les frais extraordinaires auxquels donne lieu la réunion d'un Congrès, d'une Conférence ou d'une Commission, et les frais que pourraient entraîner des travaux spéciaux confiés à ce Bureau, sont supportés en commun par tous les Pays de l'Union.

2.—Ceux-ci sont divisés à cet effet, en sept classes dont chacune contribue au paiement des dépenses dans la proportion ci-après:

1 ^{re} classe	-----	25 unités
2 ^e " "	-----	20 " "
3 ^e " "	-----	15 " "
4 ^e " "	-----	10 " "
5 ^e " "	-----	5 " "
6 ^e " "	-----	3 " "
7 ^e " "	-----	1 unité

an organ of liaison, information and consultation for the countries of the Union.

This Bureau is charged, principally, with assembling, coordinating, publishing and distributing information of all kinds which concerns the international postal service; with giving, at the request of the interested parties, an opinion on questions in dispute; with making known requests for modification of the Acts of the Congress; with notifying the changes adopted; and, in general, with undertaking the studies and works of editing and documentation which the Convention, the Agreements, and their Regulations attribute to it, or which may be entrusted to it in the interests of the Union.

2: It acts as a clearing-house for the settlement of accounts of all kinds relative to the international postal service between Administrations requesting such intervention.

ARTICLE 24

Expenses of the International Bureau

1. Each Congress fixes the maximum figure for the ordinary annual expenses of the International Bureau.

Those expenses, as well as the extraordinary expenses arising from the meeting of a Congress, a Conference, or a Committee, and the expenses incurred in connection with special work entrusted to the Bureau, are shared by all the countries of the Union.

2. The latter are divided, for that purpose, into seven classes, each of which contributes to the payment of the expenses in the following proportion:

1st class	-----	25 units
2d class	-----	20 units
3d class	-----	15 units
4th class	-----	10 units
5th class	-----	5 units
6th class	-----	3 units
7th class	-----	1 unit

Duties, etc.

Settlement of accounts.

International Bureau expenses.

Maximum fixed by Congress.

Proportionate share of expenses.

New adhesions.

3.—En cas d'adhésion nouvelle, le Gouvernement de la Confédération suisse détermine, d'un commun accord avec le Gouvernement du Pays intéressé, la classe dans laquelle celui-ci doit être rangé au point de vue de la répartition des frais du Bureau international.

3. In the case of a new adhesion, the Government of the Swiss Confederation determines, by mutual agreement with the Government of the country concerned, the class in which it is to be placed for the apportionment of the expenses of the International Bureau.

TITRE II.

TITLE II

General Regulations.

RÈGLES D'ORDRE GÉNÉRAL.

GENERAL REGULATIONS

CHAPITRE UNIQUE.

SOLE CHAPTER

ARTICLE 25.

ARTICLE 25

Liberté de transit.

Liberty of transit

Liberty of transit guaranteed.

1.—La liberté de transit est garantie dans le territoire entier de l'Union.

1. Liberty of transit is guaranteed thruout the entire territory of the Union.

Limitations.

2.—La liberté de transit des colis postaux est limitée au territoire des Pays participant à ce service.

2. Liberty of transit for parcel post is limited to the territory of the countries participating in that service.

Insured articles.

Les envois avec valeur déclarée peuvent transiter en dépêches closes par le territoire des Pays qui n'assurent pas le service des envois de l'espèce ou par des services maritimes pour lesquels la responsabilité des valeurs n'est pas acceptée par les Pays, mais la responsabilité de ces Pays est limitée à celle qui est prévue pour les envois recommandés.

Insured articles may be sent in transit in closed mails thru the territory of countries which do not execute that service, or by maritime services on which responsibility for insured articles is not accepted by the countries, but the responsibility of those countries is limited to that prescribed for registered articles.

Transit of small packets through unauthorized territory optional.

Le transit des petites paquets par les territoires des Pays qui n'admettent pas les envois de l'espèce est facultatif.

The transit of small packets thru the territory of countries which do not admit articles of this kind is optional.

ARTICLE 26.

ARTICLE 26

Interdiction de taxes non prévues.

Prohibition against unauthorized charges

Unauthorized charges forbidden.

Il est interdit de percevoir des taxes postales, de quelque nature que ce soit, autres que celles prévues par la Convention et les Arrangements.

It is forbidden to collect postal charges of any nature whatever other than those prescribed by the Convention and the Agreements.

ARTICLE 27.

ARTICLE 27

Suspension temporaire de service.

Temporary suspension of service

Temporary suspension provisions.

Lorsque, par suite de circonstances extraordinaires, une Administration se voit obligée de suspendre temporairement et d'une

When, as a result of exceptional circumstances, an Administration finds itself obliged to suspend the execution of services temporarily,

manière générale ou partielle l'exécution de services, elle est tenue d'en donner immédiatement avis, au besoin par télégraphe, à l'Administration ou aux Administrations intéressées.

in whole or in part, it is bound to give notice thereof immediately, by telegraph if necessary, to the Administration or Administrations concerned.

ARTICLE 28.

Monnaie-type.

Le franc pris comme unité monétaire dans les dispositions de la Convention et des Arrangements est le franc-or à 100 centimes d'un poids de 10/31^e de gramme et d'un titre de 0,900-

ARTICLE 28

Monetary standard

The franc used as the monetary unit in the provisions of the Convention and the Agreements is the gold franc of 100 centimes weighing $\frac{10}{31}$ of a gram and having a fineness of 0.900.

Monetary unit.

ARTICLE 29.

Equivalents.

Dans chaque Pays de l'Union, les taxes sont établies d'après une équivalence correspondant, aussi exactement que possible, dans la monnaie actuelle de ce Pays, à la valeur du franc.

ARTICLE 29

Equivalents

In each country of the Union, the postage rates are fixed according to equivalents corresponding as exactly as possible to the value of the franc in the current money of that country.

Equivalent rates.

ARTICLE 30

Formules. Langue.

1.—Les formules à l'usage des Administrations pour leurs relations réciproques doivent être rédigées en langue française, avec ou sans traduction interlinéaire dans une autre langue, à moins que les Administrations intéressées n'en disposent autrement par une entente directe.

ARTICLE 30

Forms. Language

1. The forms used by the Administrations in their reciprocal relations shall be drawn up in the French language, with or without an interlinear translation in another language, unless the Administrations concerned arrange otherwise by direct agreement.

Forms, etc.

2.—Les formules à l'usage du public qui ne sont pas imprimées en langue française doivent comporter une traduction interlinéaire en cette langue.

2. The forms used by the public which are not printed in the French language must bear an interlinear translation in that language.

French language to be used.

3.—Les formules dont il est question aux §§ 1 et 2 doivent avoir les textes, les couleurs et, autant que possible, les dimensions prescrits par les Règlements de la Convention et des Arrangements.

3. The forms mentioned in Sections 1 and 2 shall have the texts, the colors, and, as far as possible, the dimensions prescribed by the Regulations of the Convention and of the Agreements.

Dimensions of forms.

4.—Les Administrations peuvent s'entendre au sujet de la langue à employer pour la correspondance de service dans leur relations réciproques.

4. The Administrations may come to agreements as to the language to be employed for official correspondence in their reciprocal relations.

Official correspondence.

ARTICLE 31.

Identity cards.

Cartes d'identité.

Issue, on application.

1.—Chaque Administration peut délivrer, aux personnes qui en font la demande, des cartes d'identité valables comme pièces justificatives pour toutes les transactions effectuées par les bureaux de poste des Pays qui n'auraient pas notifié leur refus de les admettre.

Charge therefor.

2.—L'Administration qui fait délivrer une carte d'identité est autorisée à percevoir, de ce chef, une taxe qui ne peut être supérieure à un franc.

Responsibility released on delivery, etc.

3.—Les Administrations sont dégagées de toute responsabilité lorsqu'il est établi que la livraison d'un envoi postal ou le paiement d'un mandat a eu lieu sur la présentation d'une carte d'identité régulière.

Elles ne sont pas, non plus, responsables des conséquences que peuvent entraîner la perte, la soustraction ou l'emploi frauduleux d'une carte d'identité régulière.

Valid for three years.

4.—La carte d'identité est valable pendant trois ans à partir du jour de son émission.

TITRE III.

Correspondence.

DISPOSITIONS CONCERNANT LES CORRESPONDANCES POSTALES.

CHAPITRE I.

Dispositions générales.

ARTICLE 32.

Objets de correspondance.

Articles deemed correspondence. *Post*, p. 2552.

La dénomination d'objets de correspondance s'applique aux lettres, aux cartes postales simples et avec réponse payée, aux papiers d'affaires, aux imprimés de toute nature, y compris les impressions en relief à l'usage des aveugles, aux échantillons de marchandises et aux *petits paquets*.

Small packet provisions.

Le service des petits paquets est limité aux pays qui conviennent de l'assurer dans leurs relations réciproques ou dans une seule direction.

ARTICLE 31

Identity cards

1. Each Administration may issue, to persons who apply for them, identity cards valid as proof of identity in all transactions effected by the post offices of the countries which do not give notice of their refusal to admit them.

2. The Administration which issues an identity card is authorized to collect on that account, a charge not exceeding 1 franc.

3. Administrations are relieved from all responsibility when it is proved that a mail article was delivered or a money order paid upon presentation of a regular identity card.

Neither are they responsible for the consequences of loss, theft or fraudulent use of a regular identity card.

4. An identity card is valid for a period of three years, counting from the date of issue.

TITLE III

PROVISIONS CONCERNING CORRESPONDENCE

CHAPTER I

GENERAL PROVISIONS

ARTICLE 32

Articles of correspondence

The term "articles of correspondence" applies to letters, single and reply-paid post cards, commercial papers, prints of all kinds including raised print for the blind, samples of merchandise, and small packets.

The service of small packets is limited to the countries which agree to execute it in their reciprocal relations or in one direction only.

ARTICLE 33.

ARTICLE 33 (See Protocol II and IV)

Post, pp. 2571, 2704.

Taxes et conditions générales.

Postage rates and general conditions

Rates of postage.

1.—Les taxes d'affranchissement pour le transport des objets de correspondance dans toute l'étendue de l'Union, y compris leur remise au domicile des destinataires dans les pays où le service de distribution est ou sera organisé, ainsi que les limites de poids et de dimensions sont fixées conformément aux indications du tableau ci-après :

1. The postage rates for the transportation of articles of correspondence throughout the entire extent of the Union, including their delivery at the residence of the addressee in countries where the delivery service is or may be established, and the limits of weight and dimensions, are fixed in accordance with the indications of the following table :

Objets	Unités de poids	Taxes	Limites	
			de poids	de dimensions
1	2	3	4	5
Lettres (1 ^{er} échelon de poids, par échelon supplémentaire)	gr.	0, 25 15 15	2 kg.	45 cm. dans chaque sens; en rouleaux: 75 cm. de longueur et 10 cm. de diamètre (Maxima: 15 cm. en longueur; 10, 5 cm. en largeur) Minima: 10 cm. en longueur; 7 cm. en largeur
Cartes postales (avec réponse payée)	50	30	2 kg.	45 cm. de chaque côté; en rouleaux: 75 cm. de longueur; 10 cm. de diamètre Les imprimés, cardés et découpés sous forme de cartes postales ont non plus les mêmes limites maxima que les cartes postales.
Papiers d'affaires	50	5	2 kg.	45 cm. en longueur
Minimum de taxe	50	25	2 kg. (3 kg. pour les volumes expédiés isolément).	20 cm. en largeur
Imprimés	1000	5	5 kg.	10 cm. en épaisseur; en rouleaux: 45 cm. de longueur
Impressions en relief pour les aveugles	50	10	500 gr.	15 cm. de diamètre
Echantillons de marchandises	50	10	1 kg.	
Minimum de taxe	50	15		
Petits paquets	50	30		
Minimum de taxe				

Articles	Units of weight	Rates	Limits	
			Of weight	Of dimensions
1	2	3	4	5
Letters (1st unit of weight, each additional unit)	Grams	Cms.	2 kg.	45 cm. in each direction; in form of roll: 75 cm. in length and 10 cm. in diameter. (Maximum: 15 cm. in length. Minimum: 10.5 cm. in width.)
Post cards (single, with reply paid)		15 30		45 cm. in length. 7 cm. in width.
Commercial papers	50	5	2 kg.	45 cm. on each side; in form of roll: 75 cm. in length; 10 cm. in diameter.
Minimum charge	50	25	2 kg. (3 kg. for single volumes).	Prints sent open in the form of folded or un-folDED cards are subject to the same minimum limits as post cards.
Prints	50	5	5 kg.	45 cm. in length; 20 cm. in width; 10 cm. in thickness.
Raised print for the blind	1,000	5	500 g.	
Samples of merchandise	50	10	1 kg.	
Minimum charge	50	15		
Small packets	50	30		
Minimum charge				

Table.

Delivery charge on small packets.

Par dérogation aux dispositions du 1^{er} alinéa ci-dessus, les Administrations peuvent percevoir, pour la remise aux destinataires des petits paquets, un droit spécial de distribution qui ne doit pas dépasser 25 centimes par objet.

Weight, etc., limits not applicable to franked mail.

2.—Les limites de poids et de dimensions fixées au § 1 du présent article ne s'appliquent pas aux correspondances relatives au service postal, dont il est question au § 1 del l'article 47.

By exceptions to the provisions of the 1st paragraph above, the Administrations may collect, for the delivery of small packets to the addressees, a special fee for delivery which may not exceed 25 centimes per article.

2. The limits of weight and dimensions fixed by Section 1 of the present Article do not apply to the correspondence relative to the postal service mentioned in Section 1 of Article 47.

Post, p. 2549.

Printed matter reductions.

3.—*Chaque Administration a la faculté de concéder, dans ses relations avec les Administrations qui ont donné leur consentement, aux journaux et écrits périodiques expédiés directement par les éditeurs ou leurs mandataires, une réduction de 50 % sur le tarif général des imprimés. Sont exclus de cette réduction, quelle que soit la régularité de leur publication, les imprimés commerciaux tels que catalogues, prospectus, prix courants, etc.*

3. Each Administration has the option of granting, in its relations with Administrations which have given their consent, to newspapers and periodicals sent directly by the publishers or their representatives, a reduction of 50 per cent in the general print rate. There are excluded from this reduction, regardless of the regularity of their publication, commercial prints such as catalogs, prospectuses, price lists, etc.

Catalogs excluded.

Books, sheet music, etc.

Les Administrations peuvent concéder la même réduction et dans les mêmes relations, quels que soient les expéditeurs, aux livres ainsi qu'aux brochures ou papiers de musique, à l'exclusion de toute publicité ou réclame autre que celle qui figure sur la couverture ou les pages de garde des volumes.

The Administrations may grant the same reduction, and in the same relations, irrespective of the senders, to books and pamphlets or sheet music, with the exception of all publicity or advertising matter other than that appearing on the covers or fly leaves of the volumes.

Letter restrictions.

4.—Les lettres ne doivent contenir aucune lettre, note ou document, ayant le caractère de correspondance actuelle et personnelle, adressé à des personnes autres que le destinataire ou les personnes habitant avec ce dernier.

4. Letters shall not contain any letter, note or document having the character of actual personal correspondence addressed to persons other than the addressee or persons residing with the latter.

Commercial papers, samples, etc.

5.—Les papiers d'affaires, les imprimés de toute nature, les échantillons de marchandises et les petits paquets ne doivent contenir aucune lettre, note ou document ayant le caractère de correspondance actuelle et personnelle; ils doivent être conditionnés de manière à pouvoir être facilement vérifiés, sauf les exceptions prévues au Règlement.

5. Commercial papers, prints of any kind, samples of merchandise, and small packets shall not contain any letter, note or document having the character of actual personal correspondence; they shall be so prepared as to be easily verified, except as provided by the Regulations.

Enclosures allowed.

Il est permis d'insérer dans les petits paquets une facture ouverte réduite à ses énonciations constitutives ainsi qu'une simple

It is permissible to include in small packets an open invoice reduced to its essential terms, as well as a simple copy of the ad-

copie de la suscription de l'objet avec mention de l'adresse de l'expéditeur.

6.—La réunion en un seul envoi d'objets de correspondance de catégories différentes (objets groupés) est autorisée dans les conditions fixées par le Règlement.

7.—Les paquets d'échantillons de marchandises ne peuvent renfermer aucun objet ayant une valeur marchande.

8.—Sauf les exceptions prévues par la Convention et son Règlement, il n'est pas donné cours aux envois qui ne remplissent pas les conditions requises par le présent article et par les articles correspondants du Règlement.

Les objets qui auraient été admis à tort peuvent être renvoyés à l'Office d'origine. Toutefois, l'Office de destination dont les règlements intérieurs ne s'y opposent pas est autorisé à remettre ces envois aux destinataires. Dans ce cas, il doit, s'il y a lieu, leur appliquer les taxes et surtaxes prévues pour la catégorie de correspondances à laquelle ils appartiennent réellement. En ce qui concerne les envois dépassant les limites de poids maxima fixées au § 1 du présent article, ils peuvent être taxés d'après leur poids réel.

ARTICLE 34.

Affranchissement.

En règle générale, tous les envois désignés à l'article 32 doivent être complètement affranchis par l'expéditeur.

Il n'est pas donné cours aux envois autres que les lettres et les cartes postales simples non ou insuffisamment affranchis, ni aux cartes postales avec réponse payée dont les deux parties ne sont pas entièrement affranchies au moment du dépôt.

ARTICLE 35.

Tax en cas d'absence ou d'insuffisance d'affranchissement.

En cas d'absence ou d'insuffisance d'affranchissement et sauf les exceptions prévues par l'article

dress of the article with mention of the address of the sender.

6. The inclusion in a single package of different classes of mail matter (grouped articles) is authorized under the conditions fixed by the Regulations.

7. Packages of samples of merchandise may not contain any article having a salable value.

8. With the exceptions provided for by the Convention and its Regulations, articles which do not fulfill the conditions prescribed by the present Article and the corresponding Articles of the Regulations are not forwarded.

Articles which have been wrongly admitted may be returned to the country of origin. However, an Administration of destination whose domestic regulations do not oppose it is authorized to deliver such articles to the addressees. In such a case, it shall, if need be, apply to them the rates and surcharges prescribed for the class of correspondence to which they actually belong. As for articles exceeding the maximum weight-limits fixed by Section 1 of the present Article they may be rated in accordance with their actual weight.

ARTICLE 34

Prepayment

As a general rule, all the articles designated in Article 32 must be fully prepaid by the sender.

Articles other than letters and single post cards which are unprepaid or insufficiently prepaid, or reply post cards both halves of which are not fully prepaid at the time of mailing, are not dispatched.

ARTICLE 35

Charge on unprepaid or insufficiently prepaid correspondence

With the exceptions provided by Article 45, Sections 3, 4 and 5 of the Regulations for certain

Grouped articles.

Samples to be without salable value.

Rejection, if not complying with requirements.

Return, etc.

Charges, etc., if delivered.

Excess weight. Ante, p. 2541.

Prepayment.

Articles included. Ante, p. 2540.

Unprepaid, etc., articles.

Charge on insufficiently prepaid matter.

LIABLE TO DOUBLE CHARGES. Post, p. 2612.

45, §§ 3, 4 et 5, du Règlement pour certaines catégories d'envois réexpédiés, les lettres et les cartes postales simples sont passibles, à la charge des destinataires, d'une taxe double du montant de l'affranchissement manquant ou de l'insuffisance, sans que cette taxe puisse être inférieure à 10 centimes.

Application, to mis-
sent, etc., matter.

Le même traitement peut être appliqué, dans des cas précités, aux autres objets de correspondance qui auraient été transmis à tort au pays de destination.

ARTICLE 36.

Surcharges.

Surtaxes.

Special services, etc.
Art. p. 2541.

Il peut être perçu, en sus des taxes fixées par l'article 33, pour tout objet transporté par des services extraordinaires donnant lieu à des frais spéciaux, une surtaxe en rapport avec ces frais.

Reply-paid post
cards.

Lorsque le tarif d'affranchissement de la carte postale simple comprend la surtaxe autorisée par l'alinéa précédent, ce même tarif est applicable à chacune des parties de la carte postale avec réponse payée.

ARTICLE 37.

Special charges.

Taxes spéciales.

Post mailing.

1.—Les Administrations sont autorisées à frapper d'une taxe additionnelle, selon les dispositions de leur législation, les objets remis à leurs services d'expédition en dernière limite d'heure.

"General Delivery"
charges.

2.—L'Administration du pays de destination est autorisée à percevoir, pour les objets adressés poste restante, une taxe spéciale d'après sa législation.

ARTICLE 38.

Dutiable articles.

Objets passibles de droits de douane.

Small packets.

Les petits paquets peuvent renfermer des objets passibles de droits de douane.

Letters.

Il en est de même des lettres lorsque le pays de destination admet l'importation, sous cette forme, d'objets passibles de droits de douane.

classes of redirected articles, letters and single post cards not prepaid or insufficiently prepaid are liable to a charge equal to double postage or double the deficiency to be paid by the addressees; but that charge may not be lower than 10 centimes.

The same treatment may be applied, in the cases above contemplated, to other articles of correspondence which have been erroneously sent to the country of destination.

ARTICLE 36

Surcharges

There may be collected, in addition to the rates fixed by Article 33, for every article transported by extraordinary services involving special payment, a surcharge proportionate to the expenses incurred.

When the rate of prepayment of the single post card includes the surcharge authorized by the preceding paragraph, the same rate is applicable to each half of the reply-paid post card.

ARTICLE 37

Special charges

1. The Administrations are authorized to charge late fees in accordance with the provisions of their own legislation for articles posted in their services for dispatch after the mails have closed.

2. The Administration of the country of destination is authorized to collect a special charge in accordance with its own legislation on articles addressed "General Delivery".

ARTICLE 38

Dutiable articles

Small packets may contain articles liable to customs duty.

The same applies to letters when the country of destination permits the importation of dutiable articles in that form.

ARTICLE 39.

Contrôle douanier.

L'Administration du pays destinataire est autorisée à soumettre au contrôle douanier les envois cités à l'article précédent et, le cas échéant, à les ouvrir d'office.

ARTICLE 40.

Droit de dédouanement.

Les envois soumis au contrôle douanier dans le pays de destination peuvent être frappés de ce chef, au titre postal, d'un droit de dédouanement de 50 centimes au maximum par envoi.

ARTICLE 41.

Droits de douane et autres droits non postaux.

Les Administrations sont autorisées à percevoir sur les destinataires des envois, en dehors des droits postaux, les droits de douane et tous les autres droits éventuels.

ARTICLE 42.

Envois francs de droits.

1.—*Dans les relations entre les pays qui se sont déclarés d'accord à cet égard, les expéditeurs peuvent prendre à leur charge, moyennant déclaration préalable au bureau de départ, la totalité des droits postaux et non postaux dont les envois sont grevés à la livraison.*

Dans ce cas, les expéditeurs doivent s'engager à payer les sommes qui pourraient être réclamées par le bureau destinataire et, le cas échéant, verser des arrhes suffisantes.

L'Administration qui fait l'avance de droits pour le compte de l'expéditeur est autorisée à percevoir, de ce chef, un droit de commission qui ne peut dépasser 50 centimes par envoi. Ce droit est indépendant de celui prévu à l'article 40 précédent pour le dédouanement.

ARTICLE 39

Customs inspection

The Administration of the country of destination is authorized to submit the correspondence mentioned in the preceding Article to customs inspection, and, if necessary, to open them officially.

ARTICLE 40

Customs clearance fee

Articles submitted to customs inspection in the country of destination may be charged on that account, by the postal service, with a customs-clearance fee of 50 centimes at most per article.

ARTICLE 41

Customs duties and other non-postal charges

The Administrations are authorized to collect from the addressees of mail articles, in addition to the postal charges, the customs duties and all other charges which may be due.

ARTICLE 42

Prepayment of customs duty, etc.

1. In relations between countries which have come to an agreement to that effect, the senders may assume, by means of a previous declaration at the office of mailing, payment of the whole of the postal and non-postal charges with which the articles are assessed on delivery.

In such a case, the senders must promise to pay such amounts as may be claimed by the office of destination, and, if need be, post sufficient surety.

The Administration which advances the charges on behalf of the sender is authorized to collect a commission therefor which may not exceed 50 centimes per article. This charge is independent of the one provided for by Article 40 preceding for customs clearance.

Customs inspection.

Officially opening letters, etc., for.

Customs clearance fee.

Service charge permitted.

Nonpostal charges.

Collection of, authorized.

Prepayment of customs duty.

Sender permitted to assume.

Surety to be posted.

Commission allowed on advances.

Restriction to registry, allowed.

2.—*Toute Administration a le droit de limiter le service des envois francs de droits aux objets recommandés.*

2. Every Administration has the right to limit this prepayment service to registered articles.

ARTICLE 43.

Annulation des droits de douane.

Cancellation of duty in certain cases.

Les Administrations s'engagent à intervenir auprès des Administrations des douanes respectives pour que les droits de douane soient annulés sur les envois renvoyés au pays d'origine, détruits pour cause d'avarie complète du contenu ou réexpédiés sur un tiers pays.

ARTICLE 43

Cancellation of customs duty

The Administrations undertake to make representations to the respective Customs Administrations with a view to having the customs duties annulled on articles returned to the country of origin, destroyed because of complete deterioration of the contents, or forwarded to a third country.

ARTICLE 44.

Envois exprès.

Special delivery.

Reciprocal service.

1.—*Les objets de correspondance sont, à la demande des expéditeurs, remis à domicile par un porteur spécial immédiatement après l'arrivée, dans les pays dont les Administrations consentent à se charger de ce service dans leurs relations réciproques.*

ARTICLE 44

Special-delivery articles

1. Articles of correspondence are, at the request of the senders, delivered to the addressees by special messenger immediately after their arrival, in countries whose Administrations undertake that service in their reciprocal relations.

Additional postage for.

2.—*Ces envois, qualifiés "exprès," sont soumis, en sus du port ordinaire, à une taxe spéciale s'élevant au minimum au double de l'affranchissement d'une lettre simple ordinaire et au maximum à un franc. Cette taxe doit être acquittée complètement et à l'avance par l'expéditeur.*

2. Such articles, known as "special-delivery articles," are liable, in addition to the regular postage, to a special charge of at least double the postage on an ordinary single-rate letter, and at most one franc. This charge must be fully prepaid by the sender.

Prepaid.

Supplementary charge.

3.—*Lorsque le domicile du destinataire se trouve en dehors du rayon de distribution locale du bureau de destination, la remise par exprès peut donner lieu à la perception d'une taxe complémentaire jusqu'à concurrence de celle qui est fixée dans le service interne.*

3. When the addressee's residence is situated outside the local delivery zone of the office of destination, delivery by special messenger may give rise to the collection of a supplementary charge not exceeding that collected in the domestic service.

Discretionary delivery.

La remise par exprès n'est toutefois pas obligatoire dans ce cas.

However, special delivery is not obligatory in such cases.

Ordinary delivery, if not fully prepaid.

4.—*Les objets exprès non complètement affranchis pour le montant total des taxes payables à l'avance sont distribués par les moyens ordinaires, à moins qu'ils n'aient été traités comme exprès par le bureau d'origine. Dans*

4. Special-delivery articles upon which the total amount of the charges payable in advance has not been prepaid are delivered by the ordinary means, unless they have been treated as special-delivery articles by the office of ori-

ce dernier cas, les envois sont taxés d'après les dispositions de l'article 35.

In the latter case, the articles are rated in accordance with the provisions of Article 35.

ARTICLE 45.
Interdictions.

ARTICLE 45
Prohibitions

1.—Il est interdit d'expédier:

1. It is forbidden to send by mail:

a) des objets qui, par leur nature ou leur emballage, peuvent présenter du danger pour les agents, salir ou détériorer les correspondances;

(a) Articles which, by their nature or packing, may expose postal employees to danger, or soil or damage the mails.

b) des matières explosibles, inflammables ou dangereuses;

(b) Explosive, inflammable or dangerous substances.

c) des animaux vivants, à l'exception des abeilles, des sangsues et des vers à soie;

(c) Live animals, with the exception of bees, leeches and silkworms.

d) des objets passibles de droits de douane, sauf les exceptions prévues à l'article 38, ainsi que des échantillons expédiés en nombre dans le but d'éviter la perception de ces droits.

(d) Articles liable to customs duty, with the exceptions provided for by Article 38, as well as samples sent in quantities for the purpose of avoiding the collection of such duty.

Toutefois, cette interdiction ne s'applique pas aux imprimés passibles de droits de douane;

However, this prohibition does not apply to dutiable printed matter.

e) de l'opium, de la morphine, de la cocaïne et autres stupéfiants;

(e) Opium, morphine, cocaine and other narcotics.

f) des objets obscènes ou immoraux;

(f) Obscene or immoral articles.

g) des objets quelconques dont l'entrée ou la circulation sont interdites dans le pays d'origine ou dans le pays de destination.

(g) Any articles whatever whose entry or circulation is prohibited in the country of origin or that of destination.

Il est, en outre, interdit d'expédier, tant dans les envois non recommandés que dans les petits paquets recommandés ou non, des pièces de monnaie, des billets de banque, des billets de monnaie ou des valeurs quelconques au porteur, du platine, de l'or ou de l'argent, manufacturé ou non, des pierreries, des bijoux et d'autres objets précieux.

It is also forbidden to send, either in the unregistered mails or in registered or unregistered small packets, coins, banknotes, paper money or any values payable to the bearer; platinum, gold or silver, manufactured or unmanufactured; precious stones, jewelry and other precious articles.

L'expédition des timbres-poste oblitérés ou non sous enveloppe ouverte est interdite.

The sending of canceled or uncanceled stamps in unsealed envelopes is prohibited.

2.—Les envois tombant sous le coup des interdictions précitées et qui auraient été admis à tort à l'expédition doivent être traités comme suit:

2. Articles coming under the above prohibitions which have been wrongly accepted for mailing must be treated as follows:

a) les objets énumérés au §1 ci-dessus, sous a, d, e et g sont soumis au traitement prescrit par les règlements intérieurs de l'Administration qui constate leur présence. Toutefois, les objets con-

(a) The articles enumerated under letters (a), (d), (e) and (g) of Section 1 above are treated in accordance with the domestic regulations of the Administration which discovers their presence.

Ante, p. 2543.

Prohibitions.

Forbidden matter.

Dangerous, etc., articles.

Explosives.

Live animals.

Dutiable articles to avoid payment. Exception. *Ante*, p. 2544.

Dutiable printed matter.

Narcotics.

Obscene articles.

Articles prohibited in either country.

Unregistered precious articles.

Stamps in open mail.

Treatment of erroneously admitted articles.

Domestic regulations to govern specified classes.

Narcotics, etc.

tenant de l'opium, de la morphine, de la cocaïne et autres stupéfiants ne sont dans aucun cas ni délivrés aux destinataires, ni renvoyés à l'origine.

However, articles containing opium, morphine, cocaine and other narcotics are in no case either delivered to the addressee or returned to origin;

Destruction of explosive, obscene, etc., articles.

b) les objets énumérés sous b et f doivent être détruits sur place par la première Administration qui en constate la présence;

(b) The articles enumerated under (b) and (f) shall be destroyed on the spot by the first Administration which discovers their presence;

Return of certain unauthorized articles.

c) les objets énumérés sous c, ainsi qu'aux deux derniers alinéas du §1, doivent être renvoyés à l'Office d'origine, sauf le cas où l'Administration du pays de destination serait disposée à les remettre exceptionnellement aux destinataires.

(c) The articles enumerated under (c), as well as in the last two paragraphs of Section 1, shall be returned to the country of origin, unless the Administration of the country of destination is disposed to deliver them as an exceptional measure to the addressee.

Notice of nondelivery of wrongly accepted articles.

Dans le cas où des envois admis à tort à l'expédition ne seraient ni renvoyés à l'origine, ni remis au destinataire, l'Office expéditeur doit être informé, d'une manière précise, du traitement appliqué à ces envois pour qu'il puisse prendre éventuellement les mesures qui s'imposent.

In cases where articles wrongly accepted for mailing are neither returned to origin nor delivered to the addressee, the dispatching Administration shall be notified, in a precise manner, of the disposal made of such articles, so that it may take the necessary action.

Right reserved as to publications, etc.

3.—Est d'ailleurs réservé le droit de tout pays de ne pas effectuer, sur son territoire, le transport en transit à découvert des objets autres que les lettres et les cartes postales, à l'égard desquels il n'a pas été satisfait aux lois, ordonnances ou décrets qui règlent les conditions de leur publication ou de leur circulation dans ce pays.

3. Moreover, the right is reserved for every country to refuse to convey in transit in open mail over its territory articles other than letters and post cards in regard to which the laws, ordinances or decrees regulating the conditions of their publication or circulation in that country have not been observed.

Return.

Ces objets doivent être renvoyés à l'Office d'origine.

These articles shall be returned to the country of origin.

ARTICLE 46.

Modalités d'affranchissement.

Methods of prepayment.

Postage stamps or impressions of stamp machines of country of origin required.

1.—L'affranchissement est opéré, soit au moyen de timbres-poste valables dans le pays d'origine pour la correspondance des particuliers, soit au moyen d'empreintes de machines à affranchir, officiellement adoptées et fonctionnant sous le contrôle immédiat de l'Administration ou, en ce qui concerne les imprimés, au moyen d'empreintes à la presse d'imprimerie ou par un autre procédé lorsqu'un tel système d'impression est autorisé par les règlements intérieurs de l'Administration d'origine.

ARTICLE 46

Methods of prepayment

1. Prepayment of postage is effected either by means of postage stamps valid in the country of origin for the correspondence of private individuals, or by means of impressions of stamping machines officially adopted and operating under the immediate control of the Administration; or, in the case of prints, by means of impressions, printed or otherwise obtained, when such a system is authorized by the domestic regulations of the country of origin.

Prints, etc.

2.—Sont considérés comme dûment affranchis: les cartes-réponse portant, imprimés ou collés, des timbres-poste du pays d'émission de ces cartes, les envois régulièrement parcourus et dont le complément de taxe a été acquitté avant leur réexpédition, ainsi que les journaux ou paquets de journaux et écrits périodiques dont la suscription porte la mention "Abonnement-poste" et qui sont expédiés en vertu de l'Arrangement concernant les abonnements aux journaux et écrits périodiques.

3.—Les correspondances déposées en pleine mer dans la boîte d'un navire ou entre les mains des agents des postes embarqués ou des commandants de navires peuvent être affranchies, sauf arrangement contraire entre les Administrations intéressées, au moyen de timbres-poste et d'après le tarif du pays auquel appartient ou dont dépend ledit navire. Si le dépôt à bord a lieu pendant le stationnement aux deux points extrêmes du parcours ou dans l'une des escales intermédiaires, l'affranchissement n'est valable qu'autant qu'il est effectué au moyen de timbres-poste et d'après le tarif du pays dans les eaux duquel se trouve le navire.

ARTICLE 47.

Franchise postale.

1.—Sont exonérées de toutes taxes postales les correspondances relatives au service postal échangées entre les Administrations des postes, entre ces Administrations et le Bureau international, entre les bureaux de poste des pays de l'Union, et entre ces bureaux et les Administrations ainsi que celles dont le transport en franchise est espressément prévu par les dispositions de la Convention, des Arrangements et de leurs Règlements.

2.—Les correspondances, à l'exception des envois grevés de remboursement, destinées aux prisonniers de guerre ou expédiées

2. The following are considered as duly prepaid: Reply post cards bearing printed or adhesive postage stamps of the country of issue of the cards; articles regularly prepaid for their first transmission and on which the additional postage has been paid before their redirection; as well as newspapers and packages of newspapers and periodicals whose address bears the words "Abonnement-poste" (Subscription by mail) sent under the Agreement concerning subscriptions to newspapers and periodicals.

3. Correspondence mailed on the high seas, in the box on board a vessel, or handed to postal agents on board or to the commanders of vessels, may be prepaid, barring contrary agreement between the Administrations concerned, by means of the postage stamps and according to the postage rates of the country to which the said vessel belongs or by which it is maintained. If the mailing on board takes place during the stay at one of the two terminal points of the voyage or at one of the ports of call, the prepayment is valid only if it is effected by means of the postage stamps and according to the postage rates of the country in whose waters the vessel happens to be.

ARTICLE 47

Franking privilege

1. Correspondence relating to the postal service exchanged between Postal Administrations, between those Administrations and the International Bureau, between post offices of countries of the Union, and between those offices and Administrations, as well as that for which the franking privilege is expressly provided by the provisions of the Convention and Agreements and their Regulations, is exempt from all postal charges.

2. Correspondence, with the exception of collect-on-delivery articles, addressed to prisoners of war or mailed by them, is likewise

Articles deemed prepaid.

Ship postage requirements.

Franking privilege.

Official postal correspondence.

Prisoners of war mail.

par eux sont également exonérées de toutes taxes postales, aussi bien dans les pays d'origine et de destination que dans les pays intermédiaires.

Other exemptions to prisoners of war correspondence.

Il en est de même des correspondances concernant les prisonniers de guerre, expédiées ou reçues soit directement, soit à titre d'intermédiaire, par les bureaux de renseignements qui seraient établis éventuellement pour ces personnes dans des pays belligérants ou dans les pays neutres ayant recueilli des belligérants sur leur territoire.

Belligerents interned in neutral countries.

Les belligérants recueillis et internés dans un pays neutre sont assimilés aux prisonniers de guerre proprement dits, en ce qui concerne l'application des dispositions ci-dessus.

Post, pp. 2644, 2664.

ARTICLE 48.

Reply coupons.

Coupons-réponse.

Sale authorized.

Des coupons-réponse sont mis en vente dans les pays de l'Union.

Price.

Le prix de vente en est déterminé par les Administrations intéressées, mais ne peut être inférieur à 37½ centimes ou à l'équivalent de cette somme dans la monnaie du pays de débit.

Exchangeable for stamps of other countries.

Chaque coupon est échangeable dans tout pays contre un timbre ou des timbres représentant l'affranchissement d'une lettre simple originaire de ce pays à destination de l'étranger.

Use reserved.

Est, en outre, réservée à chaque pays la faculté d'exiger le dépôt simultané des coupons-réponse et des envois de correspondance à affranchir en échange de ces coupons.

Post, p. 2571.

ARTICLE 49.

Withdrawal, etc.

Retrait. Modification d'adresse.

Right of sender before delivery.

1.—L'expéditeur d'un objet de correspondance peut le faire retirer du service ou en faire modifier l'adresse, tant que cet objet n'a pas été livré au destinataire.

Charge for request, etc.

2.—La demande à formuler à cet effet est transmise, par voie

exempt from all postal charges, not only in the countries of origin and destination but also in intermediate countries.

The same is true of correspondence concerning prisoners of war, sent or received either directly or as intermediary by the information offices which may be established on behalf of such persons in belligerent countries or in neutral countries which have received belligerents on their territory.

Belligerents received and interned in a neutral country are assimilated to prisoners of war properly so-called, insofar as the application of the above provisions is concerned.

ARTICLE 48 (See Protocol V)

Reply Coupons

Reply coupons are placed on sale in the countries of the Union.

The selling price thereof is determined by the interested Administrations, but may not be less than 37½ centimes or the equivalent of that sum in money of the country selling them.

Each coupon is exchangeable in any country for a stamp or stamps representing the postage on a single-rate letter originating in that country and addressed to a foreign country.

Moreover, the right is reserved for each country to require that the reply coupons and the articles of correspondence for the prepayment of which they are to be exchanged be presented at the same time.

ARTICLE 49 (See Protocol I)

Withdrawal. Change of address

1. The sender of an article of correspondence may cause it to be withdrawn from the mails or have its address changed, provided that such article has not been delivered to the addressee.

2. The request to be made to that effect is sent by mail or by

postale ou par voie télégraphique, aux frais de l'expéditeur qui doit payer, pour toute demande par voie postale, la taxe applicable à une lettre simple recommandée, et pour toute demande par voie télégraphique, la taxe du télégramme.

telegraph at the expense of the sender, who must pay, for every request by mail, the charge applicable to a single-rate registered letter; and, for every request by telegraph, the charge for the telegram.

ARTICLE 50.

Réexpédition Rebut.

ARTICLE 50

Forwarding. Undelivered correspondence

Reforwarding.

1. En cas de changement de résidence du destinataire, les objets de correspondance lui sont réexpédiés, à moins que l'expéditeur n'ait interdit la réexpédition par une annotation appropriée du côté de la suscription.

1. In case of change of residence of the addressee, articles of correspondence are forwarded to him, unless the sender has forbidden the forwarding by an appropriate notation on the address side.

In case of change of address.

2.—Les correspondances tombées en rebut pour quelque cause que ce soit doivent être renvoyées immédiatement au pays d'origine.

2. Correspondence which is undeliverable for any reason must be returned immediately to the country of origin.

Return of undeliverable correspondence.

3.—Le délai de conservation des correspondances gardées en instance à la disposition des destinataires ou adressées "poste restante" est fixé par les règlements du pays de destination. Toutefois, ce délai ne peut dépasser, en règle générale, deux mois, sauf dans des cas particuliers ou l'Administration de destination juge nécessaire de le prolonger exceptionnellement jusqu'à quatre mois au maximum. Le renvoi au pays d'origine doit avoir lieu dans un délai plus court, si l'expéditeur l'a demandé par une annotation sur la suscription en une langue connue dans le pays de destination.

3. The period of retention for correspondence held at the disposal of the addressees or addressed "general delivery" is fixed by the regulations of the country of destination. However, such period may not exceed two months as a general rule, except in particular cases where the Administration of destination deems it necessary to extend it, as an exceptional measure, up to four months at most. The return to the country of origin must take place within a shorter period, if the sender has so requested by a notation on the address side in a language known in the country of destination.

General delivery, etc.

4.—Les imprimés dénués de valeur ne sont pas renvoyés, sauf si l'expéditeur, par une annotation à l'extérieur de l'envoi en a demandé le retour. Les imprimés recommandés doivent toujours être renvoyés.

4. Prints without value are not returned, unless the sender, by a notation on the outside of the article, requests its return. Registered prints must always be returned.

Prints without value.

5.—La réexpédition d'objets de correspondance de pays à pays ou leur renvoi au pays d'origine ne donne lieu à la perception d'aucun supplément de taxe, sauf les exceptions prévues au Règlement.

5. The forwarding of articles of correspondence from country to country, or their return to the country of origin, does not give rise to the collection of any additional charge, apart from the exceptions provided for by the Regulations.

No extra charge for reforwarding, etc.

6.—Les objets de correspondance qui sont réexpédiés ou

6. Forwarded or returned articles of correspondence are deliv-

Returned or forwarded articles.

tombés en rebut sont livrés aux destinataires ou aux expéditeurs contre paiement des taxes dont ils ont été grevés au départ, à l'arrivée ou en cours de route par suite de réexpédition au delà du premier parcours, sans préjudice du remboursement des droits de douane ou autres frais spéciaux dont le pays de destination n'accorde pas l'annulation.

General delivery, etc.,
fees canceled.

7.—*En cas de réexpédition sur un autre pays ou de non-remise, la taxe de poste restante, le droit de dédouanement, la taxe complémentaire d'express et le droit spécial de remise aux destinataires des petits paquets sont annulés.*

ARTICLE 51.

Inquiries.

Reclamations.

Fees authorized.

1.—*La réclamation de tout envoi peut donner lieu à la perception d'un droit fixe d'un franc au maximum.*

Registered articles.

En ce qui concerne les envois recommandés, aucun droit n'est perçu si l'expéditeur a déjà acquitté le droit spécial pour un avis de réception.

Time for, limited.

2.—*Les réclamations ne sont admises que dans le délai d'un an à compter du lendemain du dépôt de l'envoi.*

Acceptance.

3.—*Chaque Office est obligé d'accepter les réclamations concernant des envois déposés sur le territoire d'autres Offices. Le droit de réclamation est gardé en entier par l'Office qui accepte la réclamation.*

Retention of fee.

4.—*Lorsqu'une réclamation a été motivée par une faute de service, le droit de réclamation est restitué.*

Returned, if fault of
service.

CHAPITRE II.

Registered articles.

Envois Recommandés.

Post, p. 2708.

ARTICLE 52.

Charges.

Taxes.

Designated articles.
Ante, p. 2540.

1.—*Les objets de correspondance désignés à l'article 32 peuvent être expédiés sous recommandation.*

ered to the addressees or senders upon payment of the charges due on them on departure, on arrival, or in the course of transmission, as a result of redirection after the first transmission, without prejudice to the repayment of the customs duties or other special charges which the country of destination does not agree to cancel.

7. In the case of forwarding to another country, or of non-delivery, the general-delivery fee, the customs-clearance fee, the additional special-delivery fee, and the special fee for the delivery of small packets to the addressees, are canceled.

ARTICLE 51

Inquiries

1. An inquiry as to the disposal made of any article may give rise to the collection of a fee fixed at 1 franc maximum.

As for registered articles, no fee is collected if the sender has already paid the special fee for a return receipt.

2. Inquiries are accepted only within the period of one year, counting from the day following that of mailing of the article.

3. Every Administration is obliged to accept inquiries concerning articles mailed on the territory of other Administrations. The inquiry fee is retained in its entirety by the Administration accepting the inquiry.

4. When an inquiry has been made necessary thru a fault of the service, the inquiry fee is returned.

CHAPTER II

REGISTERED ARTICLES

ARTICLE 52 (See Protocol VI)

Charges

1. The articles of correspondence designated in Article 32 may be sent under registration.

Toutefois, le droit fixe de recommandation afférent à la partie "Réponse" d'une carte postale ne peut être valablement acquitté par l'expéditeur primitif de l'envoi.

2.—La taxe de tout envoi recommandé doit être acquittée à l'avance. Elle se compose :

a) du prix d'affranchissement ordinaire de l'envoi, selon sa nature;

b) d'un droit fixe de recommandation de 40 centimes au maximum.

3.—Un récépissé doit être délivré gratuitement à l'expéditeur d'un envoi recommandé, au moment du dépôt.

4.—Les pays disposés à se charger des risques pouvant dériver du cas de force majeure sont autorisés à percevoir une taxe spéciale de 40 centimes au maximum pour chaque envoi recommandé.

5.—Les envois recommandés non ou insuffisamment affranchis qui auraient été transmis à tort au pays de destination sont, en cas de distribution, taxés d'après les dispositions établies pour les envois ordinaires non ou insuffisamment affranchis.

ARTICLE 53.

Avis de réception.

L'expéditeur d'un envoi recommandé peut obtenir un avis de réception en payant, au moment du dépôt, un droit fixe de 40 centimes au maximum.

L'avis de réception peut être demandé postérieurement au dépôt de l'envoi dans le délai et moyennant la taxe fixée par l'article 51 pour les réclamations.

ARTICLE 54.

Etendue de la responsabilité.

Sauf les cas prévus à l'article suivant, les Administrations répondent de la perte des envois recommandés.

L'expéditeur a droit, de ce chef, à une indemnité dont le montant est fixé à 50 francs par objet.

However, the registration fee applicable to the reply half of a post card can not be legally paid by the original sender of the article.

2. The postage on all registered articles must be paid in advance. It consist of:

(a) The ordinary postage on the article, according to its class;

(b) A fixed registration fee of 40 centimes at most.

3. A receipt shall be delivered without charge to the sender of a registered article at the time of mailing.

4. Countries disposed to undertake risks arising from force majeure (causes beyond control) are authorized to collect a special charge of 40 centimes at most for each registered article.

5. Unprepaid or insufficiently prepaid registered articles which have been wrongly sent to the country of destination are, if delivered, rated in accordance with the provisions laid down for unprepaid or insufficiently prepaid ordinary articles.

ARTICLE 53

Return receipts

The sender of a registered article may obtain a return receipt by paying, at the time of mailing, a fixed charge of 40 centimes at most.

The return receipt may be requested after mailing the article, within the period and upon payment of the charge fixed by Article 51 for inquiries.

ARTICLE 54

Extent of responsibility

With the exceptions provided for by the following Article, the Administrations are responsible for the loss of registered articles.

The sender is entitled, on that account, to indemnity, the amount of which is fixed at 50 francs for each article.

Reply half of postal.

Advance postage.

Receipt.

Special charge for assumed risk.

Insufficiently, etc., prepaid registered mail.

Return receipts.

Charge.

Request for.

Responsibility.

Indemnity due.

ARTICLE 55.

Nonresponsibility. Exceptions au principe de la responsabilité.

Lost articles. Les Administrations sont déchargées de toute responsabilité pour la perte d'envois recommandés:

By force majeure. a) en cas de force majeure; toutefois, la responsabilité subsiste à l'égard de l'Office expéditeur qui a accepté de couvrir les risques de force majeure (art. 52, § 4). *Le pays responsable de la perte doit, suivant sa législation intérieure, décider si cette perte est due à des circonstances constituant un cas de force majeure;*

Ante, p. 2553.
Circumstances to determine.

Destruction of records. b) lorsqu'elles ne peuvent rendre compte des envois par suite de la destruction des documents de service résultant d'un cas de force majeure;

With prohibited contents. c) lorsqu'il s'agit d'envois dont le contenu tombe sous le coup des interdictions prévues à l'article 45, § 1;

Ante, p. 2547.

No inquiry made. d) lorsque l'expéditeur n'a formulé aucune réclamation dans le délai prévu à l'article 51.

Ante, p. 2552.

ARTICLE 56.

Responsibility terminated. Cessation de la responsabilité.

On delivery. Les Administrations cessent d'être responsables des envois recommandés dont elles ont effectué la remise dans les conditions prescrites par leur règlement intérieur.

"General delivery" mail to person of proven identity.

Pour les envois adressés poste restante ou conservés en instance à la disposition des destinataires, la responsabilité cesse par la délivrance à une personne qui a justifié de son identité suivant les règles en vigueur dans le pays de destination, et dont les noms et qualités sont conformes aux indications de l'adresse.

ARTICLE 57.

Payement de l'indemnité.

L'obligation de payer l'indemnité incombe à l'Office dont relève

Payment of indemnity.

ARTICLE 55

Exceptions to the principle of responsibility

The Administrations are released from all responsibility for the loss of registered articles:

(a) In case of force majeure; however, the responsibility is maintained in regard to an Administration of origin which has undertaken to cover the risks of force majeure (Art. 52, Sec. 4). The country responsible for the loss must, in accordance with its domestic legislation, decide whether such loss is due to circumstances constituting force majeure;

(b) When they can not account for the articles as a result of the destruction of the service records due to a case of force majeure;

(c) When it is a question of an article whose contents fall within the scope of the prohibitions laid down by Article 45, Section 1;

(d) When the sender has not made any inquiry within the period contemplated by Article 51.

ARTICLE 56

Termination of responsibility

Administrations cease to be responsible for registered articles the delivery of which they have effected under the conditions prescribed by their domestic regulations.

For articles addressed "general delivery" or held at the disposal of the addressees, responsibility ceases upon delivery to a person who has proved his identity in accordance with the regulations in force in the country of destination, and whose name and description are in conformity with the indications of the address.

ARTICLE 57

Payment of indemnity

The obligation of paying indemnity falls upon the Adminis-

le bureau expéditeur de l'envoi, sous réserve de son droit de recours contre l'Office responsable.

tration to which the office of origin of the article belongs, subject to its right to make a claim against the responsible Administration.

ARTICLE 58.

Délai de payement.

1.—Le payement de l'indemnité doit avoir lieu le plus tôt possible et, au plus tard, dans le délai de six mois à compter du lendemain du jour de la réclamation. Ce délai est porté à neuf mois dans les relations avec les pays éloignés.

L'Office expéditeur peut différer exceptionnellement le règlement de l'indemnité au delà du délai prévu à l'alinéa précédent, lorsque la question de savoir si la perte de l'envoi est due à un cas de force majeure n'est pas tranchée.

2.—L'Office d'origine est autorisé à désintéresser l'expéditeur pour le compte de l'Office intermédiaire ou destinataire qui, régulièrement saisi, a laissé s'écouler trois mois sans donner de solution à l'affaire; ce délai est porté à six mois dans les relations avec les pays éloignés.

ARTICLE 59.

Détermination de la responsabilité.

1. Jusqu'à preuve du contraire, la responsabilité pour la perte d'un envoi recommandé incombe à l'Office qui, ayant reçu l'objet sans faire d'observation et étant mis en possession de tous les moyens réglementaires d'investigation, ne peut établir ni la délivrance au destinataire, ni, s'il y a lieu, la transmission régulière à l'Office suivant.

Toutefois, un Office intermédiaire ou destinataire est dégagé de toute responsabilité lorsqu'il peut prouver qu'il n'a été saisi de la réclamation qu'après la destruc-

ARTICLE 58

Period for payment

1. The payment of the indemnity must take place as soon as possible, and, at the latest, within the period of six months, counting from the day following the date of the inquiry. That period is extended to nine months in relations with distant countries.

The dispatching Administration may exceptionally postpone settlement of the indemnity beyond the period prescribed by the preceding paragraph when the question of knowing whether the loss of the article was due to a case of force majeure has not yet been settled.

2. The Administration of origin is authorized to settle with the sender on behalf of the Administration of intermediation or of destination which, duly advised of the application, has let three months pass without settling the matter; that period is extended to six months in relations with distant countries.

Period of payment.

Time designated.
Post, p. 2557.

Postponement.

Settlement of intermediation, etc., office.

ARTICLE 59

Fixing of responsibility

1. Until the contrary is proved, responsibility for the loss of a registered article falls on the Administration which, having received the article without making any observations, and, being furnished all particulars of inquiry prescribed by the regulations, can not establish either delivery to the addressee or regular transmission to the next Administration, as the case may be.

However, an Administration of intermediation or destination is released from all responsibility when it can prove that it has not received any inquiry until after

Responsibility.

Receiving Administration.

Responsibility after records destroyed, etc.

tion des documents de service relatifs à l'envoi recherché, le délai de garde prévu à l'article 78 du Règlement étant expiré. Cette réserve ne porte pas atteinte aux droits du réclamant.

the destruction of the service records relative to the article sought, the retention-period prescribed by Article 78 of the Regulations having expired. This reservation does not affect the rights of the claimant.

When place of loss can not be determined.

Si la perte a eu lieu en cours de transport sans qu'il soit possible d'établir sur le territoire ou dans le service de quel pays le fait s'est accompli, les Offices en cause supportent le dommage par parts égales. Toutefois, l'intégralité de l'indemnité due doit être versée à l'Office d'origine par la première Administration qui ne peut établir la transmission régulière de l'envoi réclamé au service correspondant. Il appartient à cette Administration de récupérer sur les autres Offices responsables la quote-part de chacun d'eux dans le dédommagement de l'ayant droit.

If the loss has taken place in the course of conveyance, without its being possible to determine on the territory or in the service of which country the loss occurred, the Administrations concerned bear the loss in equal shares. However, the whole of the indemnity due must be turned over to the Administration of origin by the first Administration which can not establish the regular transmission of the article in question to the corresponding service. It is incumbent upon the latter Administration to recover from the other responsible Administrations the share of each of them in the indemnity paid to the sender.

Country of origin to claim indemnity due.

Share of expense.

Loss by force majeure.

2.—Lorsqu'un objet recommandé a été perdu dans des circonstances de force majeure, l'Office sur le territoire ou dans le service duquel la perte a eu lieu n'en est responsable envers l'Office expéditeur que si les deux pays se chargent des risques dérivant du cas de force majeure.

2. When a registered article has been lost under circumstances of force majeure, the Administration on whose territory or in whose service the loss took place is not responsible to the dispatching Administration unless both countries undertake risks arising from cases of force majeure.

Customs, etc., duties.

3.—Les droits de douane et autres dont l'annulation n'a pu être obtenue tombent à la charge des Administrations responsables de la perte.

3. The customs duties and other charges whose cancelation it has been impossible to obtain are charged to the Administrations responsible for the loss.

Subrogation of rights to paying administration.

4. Par le fait du paiement de l'indemnité, l'Administration responsable est subrogée jusqu'à concurrence du montant de cette indemnité dans les droits de la personne qui l'a reçue, pour tout recours éventuel, soit contre le destinataire, soit contre l'expéditeur ou contre des tiers.

4. By the fact of the payment of the indemnity, the responsible Administration is subrogated up to the amount of that indemnity in the rights of the person who has received it for all eventual recourse against the addressee, the sender, or a third party.

Subsequent recovery.

5. En cas de découverte ultérieure d'un envoi recommandé considéré comme perdu, la personne à qui l'indemnité a été payée doit être avisée qu'elle peut prendre possession de l'envoi contre restitution du montant de l'indemnité.

5. In case of subsequent recovery of a registered article considered as lost, the person to whom the indemnity has been paid shall be advised that he may obtain possession of the article by repaying the amount of the indemnity.

ARTICLE 60.

ARTICLE 60.

Remboursement de l'indemnité à l'Office expéditeur.

Repayment of the indemnity to the Administration of origin

1.—L'Office responsable ou pour le compte duquel le paiement est effectué en conformité de l'article 58 est tenu de rembourser à l'Office *expéditeur*, dans un délai de trois mois après notification du paiement, le montant de l'indemnité *effectivement payée à l'expéditeur*.

1. The Administration which is responsible, or on whose behalf the payment is made in accordance with Article 58, is bound to reimburse the dispatching Administration, within a period of three months following notification of the payment, for the amount of the indemnity actually paid to the sender.

Repayment to Administration of origin.

Ante, p. 2555.

Ce remboursement s'effectue sans frais pour l'Office créancier, soit au moyen d'un mandat de poste, d'un chèque ou d'une traite payable à vue sur la capitale ou sur une place commerciale du pays créancier, soit en espèces ayant cours dans ce pays. Passé le délai de trois mois, la somme due à l'Office expéditeur est productive d'intérêt, à raison de sept pour cent l'an, à compter du jour de l'expiration dudit délai.

That reimbursement is effected without expense for the creditor Administration by means of either a money order, a check or a draft payable at sight on the capital or on a commercial city of the creditor country, or in coin current in the creditor country. At the expiration of the period of three months the sum due to the dispatching Administration bears interest at the rate of 7 per cent a year, counting from the date of expiration of the said period.

Method, etc.

2.—L'Office d'origine ne peut réclamer le remboursement de l'indemnité à l'Office responsable que dans le délai de deux ans, à compter de la date de notification de la perte, ou, s'il y a lieu, du jour de l'expiration du délai prévu à l'article 58, § 2.

2. The Administration of origin may claim the repayment of the indemnity from the responsible Administration only within the period of two years, counting from the date of notification of the loss; or, if occasion arises, from the date of expiration of the period contemplated by Article 58, Sec. 2.

Time limit.

Ante, p. 2555.

3.—L'Office dont la responsabilité est dûment établie et qui a tout d'abord décliné le paiement de l'indemnité doit prendre à sa charge tous les frais accessoires résultant du retard non justifié apporté au paiement.

3. The Administration whose responsibility is duly established and which has at first declined to pay the indemnity must bear all the additional expenses resulting from the unjustified delay in making the payment.

Arrearage penalty.

4.—Les Administrations peuvent s'entendre pour liquider périodiquement les indemnités qu'elles ont payées aux expéditeurs et dont elles ont reconnu le bien-fondé.

4. Administrations may agree among themselves to make periodical settlements of the indemnities which they have paid to the senders and the justness of which they have recognized.

Periodical settlements.

CHAPITRE III.

CHAPTER III

Envois contre remboursement.

COLLECT-ON-DELIVERY ARTICLES

Collect on delivery articles.

ARTICLE 61.

ARTICLE 61

Taxes et conditions. Liquidation.

Rates and conditions. Settlement

Rates and conditions.

1.—Les correspondances recommandées peuvent être expé-

1. Registered articles may be sent C. O. D. in relations between

Between countries agreeing to conduct service.

diées grevées de remboursement dans les relations entre les pays dont les Administrations conviennent d'assurer ce service.

countries whose Administrations agree to conduct that service.

Charges expressed in currency of country of origin.

Sauf arrangement contraire, le montant du remboursement est exprimé dans la monnaie du pays d'origine de l'envoi.

Barring contrary agreement, the amount to be collected is expressed in the money of the country of origin of the article.

Maximum amount.

Le maximum du remboursement est égal à celui fixé pour les mandats de poste à destination du pays d'origine de l'envoi.

The maximum C. O. D. charge is equal to the maximum amount fixed for money orders addressed to the country of origin of the article.

Rates, etc.

Les objets contre remboursement sont soumis aux formalités et aux taxes des envois recommandés.

C. O. D. articles are subject to the conditions and rates applicable to registered articles.

L'expéditeur paie, en outre, une taxe fixe qui ne peut dépasser 50 centimes par envoi et un droit proportionnel de $\frac{1}{2}$ pour cent au maximum du montant du remboursement.

The sender also pays a fixed fee, which may not exceed 50 centimes per article, and a proportional fee of $\frac{1}{2}$ per cent at most of the amount of the C. O. D. charge.

Chaque Administration a la faculté d'adopter, pour la perception du droit proportionnel, l'échelle qui répond le mieux à ses convenances de service.

Each Administration has the option of adopting, for the collection of the proportional fee, the scale which is most convenient for its service.

Transmission to sender.

2.—Le montant encaissé sur le destinataire est transmis à l'expéditeur au moyen d'un mandat de remboursement qui est émis gratuitement.

2. The amount collected from the addressee is transmitted to the sender by means of a C. O. D. money order, which is issued free of charge.

Other methods of settlement.

3.—Les Administrations peuvent s'entendre sur un autre procédé pour la liquidation des sommes encaissées. Elles peuvent, notamment, se charger de les verser en compte courant postal dans le pays de destination de l'envoi.

3. Administrations may agree upon some other procedure for the settlement of the sums collected. They may, in particular, undertake to turn them over to a current postal account in the country of destination of the article.

C. O. D. charge and collection.

Dans ce cas, sauf arrangement contraire, le montant du remboursement doit être indiqué dans la monnaie du pays de destination. Il est perçu sur l'expéditeur, en plus des taxes d'un envoi recommandé, une taxe fixe de 25 centimes au maximum. L'Office de destination verse en compte courant, au moyen d'un bulletin de versement du régime intérieur, le montant encaissé sur le destinataire, après déduction d'une taxe fixe de 25 centimes au maximum et de la taxe ordinaire des versements applicable dans son service intérieur.

In this case, in the absence of contrary arrangements, the amount of the C. O. D. charge shall be indicated in money of the country of destination. There is collected from the sender, in addition to the postage for a registered article, a fixed fee of 25 centimes at most. The Administration of destination turns over to the current account, by means of a domestic transfer bulletin, the amount collected from the addressee, after deducting a fixed fee of 25 centimes at most and the ordinary transfer charge applicable in its domestic service.

Transfer effected.

ARTICLE 62.

Annulation ou réduction du montant du remboursement.

L'expéditeur d'un envoi recommandé gravé de remboursement peut demander le dégrèvement total ou partiel du montant du remboursement.

Les demandes de cette nature sont soumises aux mêmes dispositions que les demandes de retrait ou de modification d'adresse.

Si la demande de dégrèvement total ou partiel du montant du remboursement doit être transmise par voie télégraphique, la taxe du télégramme est augmentée de la taxe applicable à une lettre simple recommandée.

ARTICLE 63.

Responsabilité en cas de perte de l'envoi.

La perte d'un envoi recommandé gravé de remboursement engage la responsabilité du service postal dans les conditions déterminées par les articles 54 et 55.

ARTICLE 64.

Garantie des sommes encaissées régulièrement.

Les sommes encaissées régulièrement du destinataire, qu'elles aient été ou non converties en mandats de poste ou versées en compte courant postal, sont garanties à l'expéditeur dans les conditions déterminées par l'Arrangement concernant les mandats de poste ou par les prescriptions régissant le service des chèques et virements postaux.

ARTICLE 65.

Indemnité en cas de non-encaissement, d'encaissement insuffisant ou frauduleux.

1.—Si l'envoi a été livré au destinataire sans encaissement du montant du remboursement, l'expéditeur a droit à une indemnité, pourvu qu'une réclamation ait été

ARTICLE 62

Cancellation or reduction of the amount to be collected

The sender of a registered C. O. D. article may request total or partial cancellation of the amount to be collected.

Requests of this nature are subject to the same provisions as requests for withdrawal or change of address.

If the request for total or partial cancellation of the C. O. D. charge must be sent by telegram, the charge for the telegram is increased by the rate applicable to a single-rate registered letter.

ARTICLE 63

Responsibility in case of loss of articles

The loss of a registered C. O. D. article involves the responsibility of the postal service under the conditions laid down by Articles 54 and 55.

ARTICLE 64

Guarantee of sums regularly collected

The sums regularly collected from the addressee, whether or not they have been converted into money orders or turned over to a current postal account, are guaranteed to the sender under the conditions laid down by the Agreement concerning Money Orders, or by the provisions governing the postal-check service.

ARTICLE 65

Indemnity in case of non-collection, insufficient or fraudulent collection

1. If the article has been delivered to the addressee without collecting the amount of the C. O. D. charge, the sender is entitled to indemnity, provided that an

Cancellation, etc., of amount on request.

Ante, p. 2550.

Charge, if sent by telegram.

Responsibility for loss.

Ante, p. 2553.

Guarantee of regular collections.

Indemnity for non-collection, etc.

Ante, p. 2552.

formulée dans le délai prévu à l'article 51, §2, et à moins que le non-encaissement ne soit dû à une faute ou à une négligence de sa part ou que le contenu de l'envoi ne tombe sous le coup des interdictions prévues à l'article 45.

Ante, p. 2547.

application has been made within the period prescribed by Article 51, Section 2, and unless the non-collection is due to fault or negligence on his part, or unless the contents of the article come under the prohibitions laid down by Article 45.

Deficiency or fraud.

Il en est de même si la somme encaissée du destinataire est inférieure au montant du remboursement indiqué ou si l'encaissement a été effectué frauduleusement.

The same applies if the sum collected from the addressee is lower than the amount of the C. O. D., charge or if the collection has been made fraudulently.

L'indemnité ne pourra dépasser, en aucun cas, le montant du remboursement.

In any case, the indemnity may not exceed the amount to be collected on delivery.

Subrogation of rights to paying Administration.

2.—Par le fait du paiement de l'indemnité, l'Administration responsable est subrogée jusqu'à concurrence du montant de cette indemnité dans les droits de la personne qui l'a reçue, pour tout recours éventuel, soit contre le destinataire, soit contre l'expéditeur ou contre des tiers.

2. By the fact of the payment of the indemnity, the responsible Administration is subrogated, up to the amount of such indemnity, in the rights of the person who has received it, for all eventual recourse against the addressee, the sender, or third parties.

ARTICLE 66.

Sommes encaissées régulièrement. Indemnités. Paiement et recours.

ARTICLE 66

Sums regularly collected. Indemnity. Payment and recourse

Payment, etc., of collections.

L'obligation de payer les sommes encaissées régulièrement, ainsi que l'indemnité dont il est question à l'article précédent, incombe à l'Office dont relève le bureau expéditeur de l'envoi, sous réserve de son droit de recours contre l'Office responsable.

The obligation of paying the amounts regularly collected, as well as the indemnity referred to in the preceding Article, falls upon the Administration to which the office of origin of the article belongs, subject to its right to recourse against the responsible Administration.

ARTICLE 67.

Délai de paiement.

ARTICLE 67

Period for payment

Period for payment. *Ante*, p. 2555.

Les dispositions de l'article 58 concernant les délais de paiement de l'indemnité pour la perte d'un envoi recommandé s'appliquent au paiement des sommes encaissées ou de l'indemnité pour les envois contre remboursement.

The provisions of Article 58 concerning the periods for payment of indemnity for the loss of a registered article are applicable to the payment of the sums collected or the indemnity for C. O. D. articles.

ARTICLE 68.

Détermination de la responsabilité.

ARTICLE 68

Fixing of responsibility

Fixing responsibility.

Le paiement, par l'Office expéditeur, des sommes encaissées régulièrement, ainsi que celui de

The payment by the dispatching Administration of the sums regularly collected, as well as of

l'indemnité prévue à l'article 65, se fait pour le compte de l'Office destinataire. Celui-ci est responsable, à moins qu'il ne puisse prouver que la faute est due à la nonobservation d'une disposition réglementaire par l'Office expéditeur.

the indemnity provided for by Article 65, is effected on behalf of the Administration of destination. The latter is responsible, unless it can prove that the irregularity was due to the failure of the dispatching Administration to observe a provision of the regulations.

Ante, p. 2559.

Dans les cas d'encaissement frauduleux à la suite de la disparition, dans le service, d'un envoi contre remboursement, la responsabilité des Offices en cause est déterminée selon les règles prévues à l'article 59 pour la perte d'un envoi recommandé ordinaire.

In the case of fraudulent collection as a result of the loss of a C. O. D. article in the service, the responsibility of the Administrations involved is determined in accordance with the rules laid down by Article 59 for the loss of registered articles in general.

Ante, p. 2555.

Toutefois, la responsabilité d'un Office intermédiaire qui ne participe pas au service des remboursements est limitée à celle qui est prévue aux articles 54 et 55 pour les envois recommandés.

However, the responsibility of an intermediate Administration which does not participate in the C. O. D. service is limited to that prescribed by Articles 54 and 55 for registered articles.

Ante, p. 2553.

Les autres Administrations supportent par parts égales le montant non couvert par cet Office.

The other Administrations shall pay the amount not covered by that Administration in equal shares.

Payment.

ARTICLE 69.

ARTICLE 69

Remboursement des sommes avancées.

Repayment of sums advanced

L'Office destinataire est tenu de rembourser à l'Office expéditeur, dans les conditions prévues à l'article 60, les sommes qui ont été avancées pour son compte.

The Administration of destination is bound to reimburse the Administration of origin, under the conditions prescribed by Article 60, for the sums which have been advanced on its behalf.

Repayment of advances.

Ante, p. 2557.

ARTICLE 70.

ARTICLE 70

Mandats de remboursement et bulletins de versement.

C. O. D. money orders and transfer bulletins

1.—Le montant d'un mandat de remboursement qui, pour un motif quelconque, n'a pas été payé au bénéficiaire, n'est pas remboursé à l'Office d'émission. Il est tenu à la disposition du bénéficiaire par l'Office expéditeur de l'envoi grevé de remboursement et revient définitivement à cet Office, après l'expiration du délai légal de prescription.

1. The amount of a C. O. D. money order which, for any reason, has not been paid to the payee, is not repaid to the Administration of issue. It is held at the disposal of the payee by the Administration of origin of the C. O. D. article, and finally reverts to that Administration, after the expiration of the period prescribed by law.

Money orders and transfer bulletins.

Disposition of unpaid, etc.

A tous les autres égards, et sous les réserves prévues au Règlement, les mandats de rem-

In all other respects, and apart from the exceptions laid down by the Regulations, C. O. D. money

boursement sont soumis aux dispositions fixées par l'Arrangement concernant les mandats de poste.

2.—Lorsque, pour une cause quelconque, un bulletin de versement, émis en conformité des prescriptions de l'article 61, § 3, ne peut être porté au crédit du bénéficiaire indiqué par l'expéditeur de l'envoi contre remboursement, le montant de ce bulletin doit être mis, par l'Office qui l'a encaissé, à la disposition de l'Office d'origine pour être payé à l'expéditeur de l'envoi.

Si ce paiement ne peut être effectué, il est procédé comme il est prévu au § 1 du présent article.

orders are subject to the provisions of the Agreement concerning Money Orders.

2. When, for any reason, a transfer bulletin, issued in accordance with the provisions of Article 61, Section 3, can not be entered to the credit of the payee indicated by the sender of the C. O. D. article, the amount of this bulletin shall be placed, by the Administration which has cashed it, at the disposal of the Administration of origin, to be paid to the sender of the article.

If this payment can not be effected, the procedure outlined in Section 1 of the present Article is followed.

ARTICLE 71.

Bonification de la taxe et du droit de remboursement.

Division of C. O. D. charges and fees.

L'Administration d'origine bonifie à l'Administration de destination, dans les conditions prescrites par le Règlement, une quote-part fixe de 20 centimes par remboursement, plus $\frac{1}{4}$ pour cent de la somme totale des mandats de remboursement payés.

Les taxes prévues au § 3 de l'article 61 restent acquises en entier à l'Office qui les a perçues.

ARTICLE 71

Sharing of C. O. D. charges and fees

The Administration of origin credits the Administration of destination, under the conditions fixed by the Regulations, with a fixed quota of 20 centimes per C. O. D. article, plus $\frac{1}{4}$ percent of the total amount of C. O. D. money orders paid.

The charges fixed by Section 3 of Article 61 are retained in their entirety by the Administration which has collected them.

CHAPITRE IV.

Attribution des taxes. Frais de transit et d'entrepôt.

ARTICLE 72.

Attribution des taxes.

Sauf les cas expressément prévus par la Convention, chaque Administration garde en entier les sommes qu'elle a perçues

ARTICLE 73.

Frais de transit.

1.—Les correspondances échangées en dépêches closes entre deux Administrations, au moyen

CHAPTER IV

RETENTION OF POSTAGE. TRANSIT AND WAREHOUSING CHARGES

ARTICLE 72

Retention of postage

Except in cases expressly provided for by the Convention, each Administration retains the whole of the sums which it has collected.

ARTICLE 73

Transit charges

1. Articles of correspondence exchanged in closed mails between two Administrations, by means

Ante, p. 2568.

Retention of postage by each Administration.

Transit charges.

Closed mails.

des services d'une ou de plusieurs autres Administrations (services tiers), sont soumises, au profit de chacun des pays traversés ou dont les services participent au transport, aux frais de transit indiqués dans le tableau suivant:

of the services of one or more other Administrations (third services), are liable, for the benefit of each of the countries traversed or whose services participate in the conveyance, to the transit charges indicated in the following table:

	Par kilogramme	
	de lettres et de cartes postales	d'autres objets
<i>1° Parcours territoriaux:</i>	Fr. c.	Fr. c.
Jusqu'à 1000 km.....	— .75	— .10
Au delà de 1000 jusqu'à 2000 km.....	1. —	— .15
“ 2000 “ 3000 km.....	1. 50	— .20
“ 3000 “ 6000 km.....	2. 50	— .30
“ 6000 “ 9000 km.....	3. 50	— .40
“ 9000 km.....	4. 50	— .50
<i>2° Parcours maritimes:</i>		
Jusqu'à 300 milles marins.....	— .75	— .10
Au delà de 300 jusqu'à 1500 milles marins.....	2. —	— .25
Entre l'Europe et l'Amérique du Nord.....	3. —	— .40
Au delà de 1500 jusqu'à 6000 milles marins.....	4. —	— .50
Au delà de 6000 milles marins.....	6. —	— .75

	Per kilogram	
	Of letters and post cards	Of other articles
<i>1° Territorial transit:</i>	Fy. c.	Fr. c.
Up to 1,000 km.....	0. 75	0. 10
From 1,000 to 2,000 km.....	1. 00	. 15
From 2,000 to 3,000 km.....	1. 50	. 20
From 3,000 to 6,000 km.....	2. 50	. 30
From 6,000 to 9,000 km.....	3. 50	. 40
Over 9,000 km.....	4. 50	. 50
<i>2° Maritime transit:</i>		
Up to 300 nautical miles.....	0. 75	. 10
From 300 to 1,500 nautical miles.....	2. 00	. 25
Between Europe and North America.....	3. 00	. 40
From 1,500 to 6,000 nautical miles.....	4. 00	. 50
Over 6,000 nautical miles.....	6. 00	. 75

Table.

2.—Les frais de transit pour le transport maritime sur un trajet n'excédant pas 300 milles marins sont fixés au tiers des sommes prévues au paragraphe précédent, si l'Administration intéressée reçoit déjà, du chef des dépêches transportées, la rémunération afférente au transit territorial.

2. The transit charges for maritime conveyance on a route not exceeding 300 nautical miles are fixed at one-third the amounts set forth in the preceding Section if the Administration concerned already receives, on account of the mails transported, compensation for territorial transit.

Maritime service.

3.—En cas de transport maritime effectué par deux ou plusieurs Administrations, les frais du parcours total ne peuvent pas dépasser 6 francs par kilogramme de lettres et de cartes postales et 0.75 franc par kilogramme d'autres objets. Lorsque les totaux de ces frais dépassent respectivement 6 francs et 0.75 franc, ils sont répartis entre les Administrations participant au transport, au prorata des distances parcourues, sans préjudice des arrangements différents qui peuvent intervenir entre les parties intéressées.

3. In the case of maritime transit effected by two or more Administrations, the total transit charges may not exceed 6 francs per kilogram of letters and post cards or 0.75 francs per kilogram of other articles. When the totals of such charges exceed 6 francs and 0.75 francs respectively, they are divided between the Administrations taking part in the conveyance in proportion to the distances traversed, without prejudice to different arrangements which may be made between the parties concerned.

By two or more Administrations.

4.—Sont considérés comme services tiers, à moins d'arrangement contraire, les transports maritimes effectués directement entre deux pays, au moyen de navires dépendant de l'un d'eux, ainsi que

4. Barring contrary agreement, maritime transportation effected directly between two countries by means of ships belonging to one of them, as well as conveyances effected between two offices of the

Third services.

les transports effectués entre deux bureaux d'un même pays, par l'intermédiaire de services dépendant d'un autre pays.

Open mail rates.

5.—*Les frais de transit des correspondances échangées à découvert entre deux Administrations sont fixés, sans égard au poids ou à la destination, à 5 centimes par objet quelle qu'en soit la catégorie.*

Newspapers, etc.

6.—*Sont considérés comme autres objets, en ce qui concerne le transit en dépêches closes et comme unités en ce qui concerne le transit à découvert, les petits paquets, les journaux ou paquets de journaux et écrits périodiques expédiés en vertu de l'Arrangement concernant les abonnements aux journaux et écrits périodiques, ainsi que les boîtes avec valeur déclarée expédiées en vertu de l'Arrangement concernant les lettres et les boîtes avec valeur déclarée.*

ARTICLE 74.

Frais d'entrepôt.

L'entrepôt, dans un port, de dépêches closes apportées par un paquebot et destinées à être reprises par un autre paquebot donne lieu au paiement d'une rémunération fixée à 50 centimes par sac au profit de l'Office des postes du lieu d'entrepôt, pourvu que cet Office ne reçoive pas de paiement pour un service de transit territorial ou maritime.

ARTICLE 75.

Exemption de frais de transit.

Sont exempts de tous frais de transit territorial ou maritime, les correspondances en franchise postale mentionnées à l'article 47, les cartes postales-réponse renvoyées au pays d'origine, les envois réexpédiés, les rebuts, les avis de réception, les mandats de poste et tous autres documents relatifs au service postal, notamment les plis concernant les virements postaux.

Les dépêches mal dirigées sont considérés, en ce qui concerne le

same country thru the intermediary of services belonging to another country, are considered as third services.

5. The transit charges for correspondence exchanged in open mail between two Administrations are fixed, regardless of the weight or destination, at 5 centimes per article, irrespective of the classification thereof.

6. Small packets, newspapers or packets of newspapers and periodicals sent by virtue of the Agreement concerning Subscriptions to Newspapers and Periodicals, as well as insured boxes sent by virtue of the Agreement concerning Insured Letters and Boxes, are considered as "other articles" in regard to transit in closed mails, and as units in regard to open-mail transit.

ARTICLE 74 (See Protocol X)

Warehousing charges

The warehousing in a port of closed mails brought by one steamship and intended to be taken away by another steamship gives rise to the payment of a charge fixed at 50 centimes per sack, for the profit of the Postal Administration to which the place of warehousing belongs, unless that Administration already receives payment for territorial or maritime transit.

ARTICLE 75

Freedom from transit charges

The following are exempt from all maritime or territorial transit charges: The correspondence sent free of postage mentioned in Article 47; reply post cards returned to the country of origin; redirected articles; returned undeliverable articles; return receipts; money orders; and all other documents relating to the postal service, especially correspondence relative to postal checks.

Missent dispatches are considered, insofar as the payment of

Warehousing charges.
Post, pp. 2574, 2631.

Transit charges.

Matter exempt.

Ante, p. 2549.

payement des frais de transit et d'entrepôt, comme si elles avaient suivi leur voie normale.

transit and warehousing charges is concerned, as tho they had followed their normal route.

ARTICLE 76.

Services extraordinaires.

Les prix de transit spécifiés à l'article 73 ne s'appliquent pas *au transport* au moyen de services extraordinaires spécialement créés ou entretenus par une Administration sur la demande d'une ou de plusieurs autres Administrations. Les conditions de cette catégorie de transports sont réglées de gré à gré entre les Administrations intéressées.

ARTICLE 76

Extraordinary services

The transit charges specified under Article 73 do not apply to transportation by means of extraordinary services specially created or maintained by one Administration at the request of one or more other Administrations. The conditions for this class of conveyance are fixed from time to time among the Administrations concerned.

Extraordinary services.

Transit charges in.

Ante, p. 2562

ARTICLE 77.

Payements et décomptes.

1.—Les frais de transit et d'entrepôt sont à la charge de l'Administration du pays d'origine.

2.—Le décompte général de ces frais a lieu d'après les données de relevés statistiques établis, une fois tous les *trois ans*, pendant une période de *quatorze jours*. Cette période est portée à *vingt-huit jours pour les dépêches échangées moins de six fois par semaine par les services dépendant d'un pays quelconque*.

Le Règlement détermine la période et la durée d'application des statistiques.

3.—Un Office est autorisé à soumettre à l'appréciation d'une Commission d'arbitres les résultats d'une statistique qui, selon lui, différencieraient trop de la réalité. Cet arbitrage est constitué ainsi qu'il est prévu à l'article 10.

Les arbitres ont le droit de fixer en bonne justice le montant des frais de transit à payer.

ARTICLE 77

Payments and accounts

1. The transit and warehousing charges are borne by the Administration of the country of origin.

2. The general accounting for such charges is effected on the basis of statistics taken once every three years, during a period of fourteen days. That period is extended to twenty-eight days for dispatches exchanged less than six times a week by the services of any country.

The Regulations determine the period and length of application of the statistics.

3. An Administration is authorized to submit to a Commission of arbiters for consideration the results of statistics which, in its opinion, differ too greatly from reality. Such arbitration is effected in accordance with the provisions of Article 10.

The arbitrators have the right to fix the just amount of the transit charges to be paid.

Payments and accounts.

Transit and warehousing.

Basis for charges.

Arbitration of differences.

Ante, p. 2531.

ARTICLE 78.

Echange de dépêches closes avec des bâtiments de guerre.

1.—Des dépêches closes peuvent être échangées entre les bureaux de poste de l'un des pays contractants et les commandants de divisions navales ou bâtiments

ARTICLE 78

Exchange of closed mails with warships

1. Closed mails may be exchanged between the post offices of any one of the contracting countries and the commanding officers of naval divisions or

Exchanges with warships.

Post, p. 2637.

de guerre de ce même pays en station à l'étranger, ou entre le commandant d'une de ces divisions navales ou bâtiments de guerre et le commandant d'une autre division ou bâtiment du même pays, par l'intermédiaire des services territoriaux ou maritimes dépendant d'autres pays.

Restriction of such correspondence.

2.—Les correspondances de toute nature comprises dans ces dépêches doivent être exclusivement à l'adresse ou en provenance des états-majors et des équipages des bâtiments destinataires ou expéditeurs des dépêches; les tarifs et conditions d'envoi qui leur sont applicables sont déterminés, d'après ses règlements intérieurs, par l'Administration des postes du pays auquel appartiennent les bâtiments.

Payment to intermediate Administrations.

3.—Sauf arrangement contraire entre les Offices intéressés, l'Office postal expéditeur ou destinataire des dépêches dont il s'agit est redevable, envers les Offices intermédiaires, de frais de transit calculés conformément aux dispositions de l'article 73.

warships of the same country stationed abroad, or between the commanding officer of one of those naval divisions or warships and the commanding officer of another division or ship of the same country, thru the intermediary of land or sea services maintained by other countries.

2. Correspondence of all kinds comprised in such dispatches shall be exclusively addressed to or sent by the officers and crews of the ships of destination or origin of the mails; the rates and conditions of dispatch applicable to them are determined, according to its domestic regulations, by the Postal Administration of the country to which the ships belong.

3. Barring contrary agreement between the Administrations concerned, the Postal Administration dispatching or receiving the mails in question is indebted to the intermediate Administrations for transit charges calculated in accordance with the provisions of Article 73.

Arté, p. 2562.

Dispositions diverses.

ARTICLE 79.

Liberty of transit.

Inobservation de la liberté de transit.

Discontinuance of service on failure to observe.

Arté, p. 2538.

Lorsqu'un pays n'observe pas les dispositions de l'article 25 concernant la liberté de transit, les Administrations ont le droit de supprimer le service postal avec lui. Elles doivent donner préalablement avis de cette mesure par télégramme aux Administrations intéressées.

VARIOUS PROVISIONS

ARTICLE 79

Failure to observe liberty of transit

When a country does not observe the provisions of Article 25 concerning liberty of transit, the Administrations have the right to discontinue postal service with it. They must give advance notice of that measure by telegram to the Administrations concerned.

ARTICLE 80.

Obligations.

Engagements.

Measures proposed.

Les Pays contractants s'engagent à prendre, ou à proposer à leurs pouvoirs législatifs respectifs les mesures nécessaires:

Punishing counterfeiting, etc.

a) pour punir tant la contrefaçon et l'usage frauduleux des coupons-réponse internationaux

ARTICLE 80

Obligations

The contracting countries undertake to adopt or to propose to their respective legislative bodies the necessary measures:

(a) For punishing both the counterfeiting and the fraudulent employment of international re-

que l'emploi frauduleux, pour l'affranchissement d'envois postaux, de timbres-poste contrefaits ou ayant déjà servi, ainsi que d'empreintes contrefaites, ou ayant déjà servi, de machines à affranchir ou de presses d'imprimerie;

ply coupons and the fraudulent use, for the prepayment of mail articles, of counterfeit or used postage stamps, as well as of counterfeit or used impressions of stamping machines or printed indicia;

b) pour interdire et réprimer les opérations frauduleuses de fabrication, vente, colportage ou distribution de vignettes et timbres en usage dans le service des postes, contrefaits ou imités de telle manière qu'ils pourraient être confondus avec les vignettes et timbres émis par l'Administration d'un des Pays adhérents;

(b) For prohibiting and suppressing the fraudulent manufacture, sale, peddling or distribution of embossed or adhesive stamps in use in the postal service which are counterfeited or imitated in such a way that they might be mistaken for embossed or adhesive stamps issued by the Administration of one of the contracting countries;

Fraudulent manufacture, etc., of stamps.

c) pour punir les opérations frauduleuses de fabrication et de mise en circulation de cartes d'identité postales, ainsi que l'emploi frauduleux de ces cartes;

(c) For punishing the fraudulent manufacture and circulation or postal identity cards, as well as the fraudulent employment of such cards;

Fraudulent identity cards.

d) pour empêcher et, le cas échéant, punir l'insertion d'opium, de morphine, de cocaïne et autres stupéfiants dans les envois postaux en faveur desquels cette insertion ne serait pas expressément autorisée par la Convention et les Arrangements de l'Union.

(d) For preventing, and, if occasion arises, punishing the insertion of opium, morphine, cocaine and other narcotics in mail articles in favor of which such insertion is not expressly authorized by the Convention and Agreements of the Union.

Unlawful mailing of narcotics.

Dispositions finales.

FINAL PROVISIONS

ARTICLE 81.

ARTICLE 81

Mise à exécution et durée de la Convention.

Effective date and duration of the Convention

La présente Convention sera mise à exécution le 1^{er} juillet 1930 et demeurera en vigueur pendant un temps indéterminé.

The present Convention will become effective on July 1, 1930, and will remain in force for an indefinite period.

Effective date and duration.

En foi de quoi, les Plénipotentiaires des Gouvernements des Pays ci-dessus énumérés ont signé la présente Convention en un exemplaire qui restera déposé aux Archives du Gouvernement du Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord et dont une copie sera remise à chaque Partie.

In faith of which, the Plenipotentiaries of the Governments of the Countries above enumerated have signed the present Convention in one copy, which will be filed in the Archives of the Government of the United Kingdom of Great Britain and Northern Ireland, and a copy of which will be delivered to each Party.

Signatures.

Fait à Londres, le 28 juin 1929.

Done at London, June 28, 1929.

Planipotentiaries.

- Pour l'Afghanistan:*
- Pour le Canada:*
L. J. GABOURY
Arthur WEBSTER
- Pour l'Union de l'Afrique du Sud:*
J. N. REDELINGHUYNS
D. J. O'KELLY
- Pour le Chili:*
Antonio HUNEEUS
Miguel A. PARRA
C. VERNEUIL
- Pour l'Albanie:*
M. LIBOHOVA
- Pour la Chine:*
LIU Shu-fan
- Pour l'Allemagne:*
DR. K. SAUTTER
DR. W. KÜSGEN
K. ZIEGLER
- Pour la République de Colombie:*
Jorge GARCÉS B.
- Pour les Etats-Unis d'Amérique:*
Pour JOSEPH STEWART:
E. R. WHITE
Eugene R. WHITE
- Pour la République de Costa-Rica:*
Percy G. HARRISON
- Pour l'ensemble des Possessions insulaires des Etats-Unis d'Amérique autres que les Iles Philippines:*
Eugene R. WHITE
- Pour la République de Cuba:*
Guillermo PATTERSON
- Pour les Iles Philippines:*
C. E. UNSON
José TOPACIO
- Pour le Danemark:*
V. HOLMBLAD
- Pour la Ville libre de Dantzig:*
Stanislaw LOS
Victor ZANDER
Alfred NORDMANN
- Pour la République Dominicaine:*
Dr. E. R. LLUBERES
- Pour la République Argentine:*
- Pour l'Egypte:*
H. MAZLOUM
R. SIDHOM
- Pour la Commonwealth de l'Australie:*
M. B. HARRY
- Pour l'Equateur:*
E. CHACÓN Q.
E. L. ANDRADE
- Pour l'Autriche:*
Walther STOECKL
- Pour l'Espagne:*
A. CAMACHO
- Pour la Belgique:*
O. SCHOCKAERT
Hub. KRAINS
- Pour l'ensemble des Colonies espagnoles:*
A. RAMOS GARCIA
- Pour la Colonie du Congo belge:*
HALEWYCK DE HEUSCH
F. G. TONDEUR
JAMAR
- Pour l'Estonie:*
G. JALLAJAS
- Pour la Bolivie:*
Zac. BENAVIDES
- Pour l'Ethiopie:*
B. MARCÓS
A. BOUSSON
- Pour le Brésil:*
Jm EULALIO
- Pour la Finlande:*
G. E. F. ALBRECHT
- Pour la Bulgarie:*
M. SAVOFF
N. BOSCHNACOFF
- Pour la France:*
M. LEBON
L. GENTHON
BOUSQUIE
MAINGUET
GRANDSIMON
DUSSERRE

Pour l'Algérie:
E. HUGUENIN

*Pour les Colonies et Protectorats
français de l'Indochine:*
Pour M. RÉGISMANSET:
J. CASSAGNAC

*Pour l'ensemble des autres Colonies
françaises:*
J. CASSAGNAC

*Pour le Royaume-Uni de la
Grande-Bretagne et de l'Irlande
du Nord:*
F. H. WILLIAMSON
W. G. GILBERT
F. C. G. TWINN
F. R. RADICE
D. O. LUMLEY

Pour la Grèce:
Th. PENTHEROUDAKIS
D. BERNARDOS

Pour le Guatemala:
JOSE MATOS

Pour la République d'Haiti:
J. G. DALZELL

*Pour le Royaume de Hedjaz et de
Nedjde et Dépendances:*
Cheik Hafiz WAHBA

Pour la République du Honduras:
Humberto BLANCO-FOM-
BONA:

Pour la Hongrie:
G. Baron SZALAY
Charles de FORSTER

Pour l'Inde britannique:
H. A. SAMS
G. V. BEWOOR
L. P. KULKARNI
P. N. MUKERJI

Pour l'Iraq:
Douglas W. GUMBLEY

Pour l'Etat libre d'Irlande:
P. S. ÓH-ÉIGEARTAIGH
R. S. O'CRUIMÍN
S. S. PUIRSÉAL

Pour l'Islande:
V. HOLMBLAD

Pour l'Italie:
Biagio BORRIELLO
Pietro TOSTI
Michele GALDI

*Pour l'ensemble des Colonies ita-
liennes:*
Riccardo ASTUTO

Pour le Japon:
H. KAWAI
Naotaro YAMAMOTO
J. SHIMIDZU

Pour le Chosen:
Naotaro YAMAMOTO
Jingoro HIRAO

*Pour l'ensemble des autres Dépen-
dances japonaises:*
H. KAWAI
Noboru TOMIZU

Pour la Lettonie:
A. AUZINŠ

Pour la République de Libéria:
C. W. DRESSELHUYS

Pour la Lithuanie:
A. SRUOGA
G. KROLIS

Pour le Luxembourg:
JAAQUES

*Pour le Maroc (à l'exclusion de la
Zone espagnole):*
Jacques TRUELLE

Pour le Maroc (Zone espagnole):
A. CAMACHO

Pour le Mexique:
Lino B. ROCHÍN
José V. CHÁVEZ

Pour le Nicaragua:
Eduardo PÉREZ-TRIANA

Pour la Norvège:
Klaus HELSING
Oskar HOMME

Pour la Nouvelle-Zélande:
G. McNAMARA

Pour la République de Panama:
Carlos A. LOPEZ G.

Pour le Paraguay:

Plénipotentiaires—
Continued.

Pour les Pays-Bas:

DAMME
DUYNSTEE

Pour les Indes néerlandaises:

J. van der WERF
W. F. GERDES OOSTERBEEK
DOMMISSE
HOOGWOONING

*Pour les Colonies néerlandaises en
Amérique:*

W. F. GERDES OOSTERBEEK
HOOGWOONING

Pour le Pérou

M. de. FREYRE y S.
A. S. SALAZAR

Pour la Perse:

Hovhannès Khan MOSSAED
R. ARDJOMENDE

Pour la Pologne:

ŁOŚ
Dr Marjan BLACHER

Pour le Portugal:

Jose VASCO DE CARVALHO
Adalberto da COSTA VEIGA

*Pour les Colonies portugaises de
l'Afrique:*

Mario Corrêa BARATA DA
CRUZ

*Pour les Colonies portugaises de
l'Asie et de l'Océanie:*

Luciano Botelho da COSTA
MARTINS

Pour la Roumanie:

Général MIHAIL
I. MANEA

*Pour la République de Saint-
Marin:*

M. A. JAMIESON
Giovanni SOVRANI

Pour la République du Salvador:
Antonio REYES-GUERRA*Pour le Territoire de la Sarre:*

P. COURTILET
A. AREND

*Pour le Royaume des Serbes,
Croates et Slovènes:*

G. DIOURITCH

Pour le Siam:

Phya PRAKIT KOLASASTRA
Luan BAHIDDHA NUKARA

Pour la Suède:

Anders ÖRNE
Gunnar LAGER
Fr. SANDBERG

Pour la Suisse:

P. DUBOIS
C. ROCHES
L. ROULET

Pour la Tchécoslovaquie:

Dr. Otokar RŮŽIČKA
Josef ZÁBRODSKÝ

Pour la Tunisie:

Jacques DUMAINE
DUPONT

Pour la Turquie:

Ali RAANA
Yusuf ARIFI

*Pour l'Union des Républiques
Soviétiste Socialistes:*

Dr Eguène HIRSCHFELD
M. KHODEEFF
E. SYREVITCH

Pour l'Uruguay:

F. A. COSTANZO

Pour l'Etat de la Cité du Vatican:

W. A. S. HEWINS

Pour les Etats-Unis de Vénézuëla:

Louis ALEJANDRO AGUILAR
E. ARROYO LAMEDA

Ratified and ap-
proved by Postmaster
General.

Vol. 44, p. 2221.

Having examined and considered the provisions of the foregoing Convention, signed at London on the 28th day of June, 1929, revising the Universal Postal Convention which was concluded at Stockholm on the 28th day of August, 1924; the same is by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this eighth day of March, 1930.

[SEAL]

WALTER F. BROWN,
Postmaster General.

I hereby approve the above-mentioned Convention, and in testimony thereof have caused the seal of the United States to be hereto affixed.

Approval by the President.

[SEAL]

HERBERT HOOVER.

By the President:
J. P. COTTON,
Acting Secretary of State
WASHINGTON, March 13, 1930.

PROTOCOL FINAL DE LA CONVENTION.

FINAL PROTOCOL OF THE CONVENTION

Final Protocol

Au moment de procéder à la signature de la Convention postale universelle conclue à la date de ce jour, les plénipotentiaires soussignés sont convenus de ce qui suit:

At the moment of proceeding to sign the Universal Postal Convention concluded on the present date, the undersigned Plenipotentiaries have agreed as follows:

Agreement of Plenipotentiaries.

I.

I

Retrait. *Modification d'adresse.*

Withdrawal. *Change of address*

Withdrawal or change of address.

Les dispositions de l'article 49 de la Convention ne s'appliquent pas à la Grande-Bretagne, ni aux Dominions, Colonies et Protectorats britanniques, dont la législation intérieure ne permet pas le retrait ou la modification d'adresse de correspondances à la demande de l'expéditeur.

The provisions of Article 49 of the Convention do not apply to Great Britain, nor to the British Dominions, Colonies and Protectorates, whose domestic legislation does not permit the withdrawal or change of address of correspondence upon the request of the sender.

Provisions not applicable to Great Britain, etc.
Ante, p. 2550.

II.

II

Equivalents. *Limites maxima et minima.*

Equivalents. *Maximum and minimum limits*

Limiting postal rates.

1.—Chaque pays a la faculté de majorer de 50% ou de réduire de 20% au maximum les taxes prévues à l'article 33, §1, conformément aux indications du tableau ci-après:

1. Each country has the option of increasing by 50 percent, or of decreasing by 20 percent, at most, the postage rates fixed by Article 33, Section 1, in accordance with the indications of the following table:

Ante, p. 2541.

Table.

	Limites inférieures	Limites supérieures
	Centimes	Centimes
Lettres:		
premier échelon.....	20	37,5
par échelon supplémentaire.....	12	22,5
Cartes postales:		
simples.....	12	22,5
avec réponse payée.....	24	45
Papiers d'affaires, par 50 grammes.....	4	7,5
minimum de taxe.....	20	37,5
Imprimés, par 50 grammes.....	4	7,5
Impressions en relief pour les aveugles, par 1000 grammes.....	4	7,5
Echantillons de marchandises, par 50 grammes.....	4	7,5
minimum de taxe.....	8	15
Petits paquets, par 50 grammes.....	12	22,5
minimum de taxe.....	40	75

	Minimum limits	Maximum limits
	Centimes	Centimes
Letters:		
First unit.....	20	37.5
Each additional unit.....	12	22.5
Post cards:		
Single.....	12	22.5
With reply paid.....	24	45
Commercial papers, each 50 grams.....	4	7.5
Minimum charge.....	20	37.5
Prints, each 50 grams.....	4	7.5
Raised print for the blind, each 1000 grams.....	4	7.5
Samples, each 50 grams.....	4	7.5
Minimum charge.....	8	15
Small packets, each 50 grams.....	12	22.5
Minimum charge.....	40	75

Changes to be in same proportion as basic rates.

Les taxes choisies doivent, autant que possible, être entre elles dans les mêmes proportions que les taxes de base, chaque Office ayant la faculté d'arrondir ses taxes suivant les convenances de son système monétaire.

Post cards.

2.—Il est loisible à chaque pays de réduire à 10 centimes la taxe de la carte postale simple et à 20 centimes celle de la carte postale avec réponse payée.

Unpaid or deficient postage.

3.—Le tarif adopté par un pays s'applique aux taxes à percevoir à l'arrivée par suite d'absence ou d'insuffisance d'affranchissement.

The rates chosen shall, as far as possible, be in the same proportion as the basic rates, each Administration having the option of rounding off its rates to suit the conveniences of its monetary system.

2. It is permissible for each country to reduce the postage on single post cards to 10 centimes, and that on reply post cards to 20 centimes.

3. The rates of postage adopted by a country are applicable to the charges to be collected upon arrival as a result of absence or insufficiency of prepayment.

III.

Mailing correspondence in another country.

Dépôt de correspondances à l'étranger.

Measures to bar, etc.

Aucun pays n'est tenu d'expédier, ni de distribuer aux destinataires, les envois que des expéditeurs quelconques domiciliés sur son territoire déposent ou font déposer dans un pays étranger en vue de bénéficier des taxes plus basses qui y sont établies. La règle s'applique sans distinction, soit aux envois préparés dans le pays habité par l'expéditeur et transportés ensuite à travers la frontière, soit aux envois confectionnés dans un pays étranger. L'Administration intéressée a le droit, ou de renvoyer les objets en question à l'origine, ou de les frapper de ses taxes intérieures. Les modalités de la perception des taxes sont laissées à son choix.

Authority.

III

Mailing of correspondence in another country

No country is bound to dispatch or deliver to addressees articles which any senders domiciled on its territory mail or cause to be mailed in a foreign country with a view to profiting by lower rates which are established there. The rule applies, without distinction, either to articles prepared in the country inhabited by the sender and transported subsequently across the border, or to articles prepared in a foreign country. The Administration concerned has the right either to return the articles in question to origin or to charge them with its domestic postage rates. The methods of collecting the charges are left to its discretion.

IV.

Avoirdupois ounce.

Once avoirdupois.

Optional use.

Il est admis, par mesure d'exception, que les pays qui, à cause de leur régime intérieur, ne peuvent adopter le type de poids décimal métrique, ont la faculté d'y substituer l'once avoirdupois (28,3465 grammes) en assimilant une once à 20 grammes pour les lettres et 2 onces à 50 grammes pour les papiers d'affaires, imprimés, échantillons et petits paquets.

IV

Avoirdupois ounce

It is admitted, as an exceptional measure, that countries which, on account of their domestic legislation, can not adopt the decimal metric system as a standard of weight, have the option of substituting for the avoirdupois ounce (28.3465 it grams), assimilating one ounce to 20 grams for letters and 2 ounces to 50 grams for commercial papers prints, samples and small packets.

V.

Coupons-réponse.

Les Administrations ont la faculté de ne pas se charger du débit des coupons-réponse.

VI.

Droit de recommandation.

Les pays qui ne peuvent pas fixer à 40 centimes le droit de recommandation prévu à l'article 52, § 2, de la Convention sont autorisés à percevoir un droit pouvant s'élever jusqu'à 50 centimes ou éventuellement jusqu'au taux fixé pour leur service intérieur.

VII.

Services aériens.

Les dispositions concernant le transport de la poste aux lettres par voie aérienne sont annexées à la Convention postale universelle et sont considérées comme faisant partie intégrante de celle-ci et de son Règlement.

Toutefois, par dérogation aux dispositions générales de la Convention, la modification de ces dispositions peut être envisagée de temps à autre par une Conférence comprenant les représentants des Administrations directement intéressées.

Cette Conférence pourra être convoquée par l'intermédiaire du Bureau international à la demande de trois au moins de ces Administrations.

L'ensemble des dispositions proposées par cette Conférence devra être soumis, par l'intermédiaire du Bureau international, au vote des Pays de l'Union. La décision sera prise à la majorité des voix exprimées.

VIII.

Frais spéciaux de transit par le Transsibérien

Par dérogation aux dispositions de l'article 73, § 1 (Tableau), l'Administration postale de l'Union des Républiques Sovi-

V

Reply coupons

Administrations have the option of not undertaking the sale of reply coupons.

VI

Registration fee

Countries which can not fix at 40 centimes the registration fee contemplated by Article 52, Section 2, of the Convention, are authorized to collect a fee which may amount to as much as 50 centimes, or their domestic registration fee if this is higher.

VII

Air services

The provisions concerning the transportation of regular mails by air are appended to the Universal Postal Convention and are considered as forming an integral part of it and its Regulations.

However, by exception to the general provisions of the Convention, the modification of those provisions may be undertaken from time to time by a Conference comprising the representatives of the Administrations directly interested.

That Conference may be called together thru the intermediary of the International Bureau, at the request of three at least of those Administrations.

All the provisions proposed by that Conference shall be submitted, thru the medium of the International Bureau, to the other Countries of the Union, to be voted upon. The decision will be made on a majority of the votes cast.

VIII

Special transit charges for the Trans-Siberian route

By exception to the provisions of Article 73, Section 1 (Table), the Postal Administration of the Union of Socialistic Soviet

Reply coupons.

Optional sale.

Registration fee.

Advance permitted.

Ante, p. 2553.

Air services.

Provisions concerning, considered part of Convention.

Modifications permitted.

Conferences, at call of International Bureau.

Submission of proposals.

Trans-Siberian route.

Special transit charges allowed. Ante, p. 2563.

tistes Socialistes est autorisée à percevoir les frais de transit par la voie du Transsibérien pour les deux directions (Mandchourie ou Vladivostok), à raison de Fr. 4.50 pour les L. C. et de Fr. 0.50 pour les A. O. par kilogramme respectivement pour les distances dépassant 6000 kilomètres.

Republics is authorized to collect transit charges for the Trans-Siberian Railway for both routes (Manchuria or Vladivostok) at the rate of 4.50 francs for L. C. and 0.50 francs for A. O. per kilogram, respectively, for distances exceeding 6000 km.

IX.

IX

Uruguay.

Frais spéciaux de transit par l'Uruguay.

Special transit charges for Uruguay

Special transit charges.

Exceptionnellement, l'Uruguay est autorisé à percevoir pour toutes les dépêches d'outre-mer débarquées à Montevideo qu'il réachemine par ses propres services sur les pays au delà, les frais de transit territoriaux prévus par l'article 73 de la Convention, soit 75 centimes par kilogramme de lettres et de cartes postales et 10 centimes par kilogramme d'autres objets.

Acte, p. 2562.

As an exceptional measure, Uruguay is authorized to collect, for all oversea dispatches unloaded at Montevideo which it forwards by its own services to countries beyond, the land-transit charges contemplated by Article 73 of the Convention, or 75 centimes per kilogram of letters and post cards and 10 centimes per kilogram of other articles.

X.

X

Warehousing charges.

Frais d'entrepôt.

Warehousing charges

Transshipment at Lisbon.

Exceptionnellement, l'Administration portugaise est autorisée à percevoir pour toutes les dépêches transbordées au port de Lisbonne les frais d'entrepôt prévus à l'article 74 de la Convention.

Acte, p. 2564.

As an exceptional measure, the Portuguese Administration is authorized to collect, for all mails transshipped at the port of Lisbon, the warehousing charges prescribed by Article 74 of the Convention.

XI.

XI

Protocole laissé ouvert aux Pays non représentés.

Protocol left open to the Countries not represented

Protocol left open to countries not represented at Congress.

L'Afghanistan et la République Argentine, qui font partie de l'Union postale, ne s'étant pas fait représenter au Congrès, le Protocole leur reste ouvert pour adhérer à la Convention et aux Arrangements qui y ont été conclus, ou seulement à l'un ou à l'autre d'entre eux.

As Afghanistan and the Argentine Republic, which form part of the Postal Union, were not represented at the Congress, the Protocol remains open to them in order that they may adhere to the Convention and the Agreements concluded there, or merely to one or another of them.

To Paraguay.

Le Protocole reste aussi ouvert dans le même but au Paraguay dont le délégué a dû s'absenter avant la signature des Actes.

The Protocol also remains open for the same purpose to Paraguay, whose delegate was obliged to leave before signing the Acts.

XII.

Protocole laissé ouvert aux Pays représentés pour signatures et adhésions.

Le Protocole demeure ouvert en faveur des Pays dont les représentants n'ont signé aujourd'hui que la Convention ou un certain nombre seulement des Arrangements arrêtés par le Congrès, à l'effet de leur permettre d'adhérer aux autres Arrangements signés ce jour, ou à l'un ou à l'autre d'entre eux.

XIII.

Délai pour la notification des adhésions.

Les adhésions prévues aux articles XI et XII ci-dessus devront être notifiées au Gouvernement du Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord par les Gouvernements respectifs, en la forme diplomatique, et par lui aux Etats de l'Union. Le délai qui leur est accordé pour cette notification expirera le 1^{er} juillet 1930.

XIV.

Commission préparatoire.

1.—Une Commission composée de quatorze membres, représentant les Offices désignés à la majorité des voix par le Congrès, et du Directeur du Bureau international est chargée de préparer le Congrès suivant, en particulier d'étudier les propositions faites en vue de ce Congrès, de les comparer, de les coordonner, et donner son avis sur toutes les questions, enfin de présenter un projet et un rapport susceptibles de servir de base aux délibérations du Congrès.

2.—La Commission préparatoire est convoquée en temps convenable par le Bureau international avant l'ouverture du Congrès suivant et le projet et le rapport mentionnés au paragraphe précédent sont distribués à chaque

XII

Protocol left open to the Countries represented for signatures and adhesions

The Protocol remains open to those Countries whose representatives have signed today only the Convention or a certain number of the Agreements drawn up by the Congress, for the purpose of permitting them to adhere to the other Agreements signed on this date, or to one or another of them.

Protocol left open for further signatures, etc.

XIII

Period for notification of adhesions

The adhesions contemplated in Articles XI and XII above shall be communicated by the respective Governments, thru diplomatic channels, to the Government of the United Kingdom of Great Britain and Northern Ireland, and by the latter to the States of the Union. The period which is allowed to them to make such notification will expire on July 1, 1930.

Time for notifying of signatures by countries not represented.

XIV

Preparatory committee

1. A Committee composed of fourteen members, representing the Administrations designated by a majority of votes of the Congress, and of the Director of the International Bureau, is charged with preparing for the following Congress, and in particular with studying the propositions made in view of that Congress, with comparing and coordinating them, giving its opinion on all questions, and finally with presenting a draft and a report which may serve as the basis for the deliberations of the Congress.

2. The Preparatory Committee is called together at the proper time by the International Bureau, prior to the opening of the following Congress, and the draft and report mentioned in the preceding Section are distributed among the

Preparatory committee.

Composition, duties, etc.

Meeting of, prior to opening Congress.

Administration quatre mois au moins avant l'ouverture du Congrès.

Secretarial work of committee.

3.—Le Bureau international assure les travaux de chancellerie de la Commission.

Signatures.

En foi de quoi, les Plénipotentiaires ci-dessous ont dressé le présent Protocole, qui aura la même force et la même valeur que si les dispositions qu'il contient étaient insérées dans le texte même de la Convention à laquelle il se rapporte, et ils l'ont signé en un exemplaire qui restera déposé aux Archives du Gouvernement du Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord et dont une copie sera remise à chaque Partie.

Fait à Londres, le 28 juin 1929.

Plenipotentiaries.

Pour l'Afghanistan:

Pour l'Union de l'Afrique du Sud:
J. N. REDELINGHUYS
D. J. O'KELLY

Pour l'Albanie:
M. LIBOHOVA

Pour l'Allemagne:
Dr K. SAUTTER
Dr W. KÜSGEN
K. ZIEGLER

Pour les Etats-Unis d'Amérique:
Pour JOSEPH STEWART;
E. R. WHITE
Eugene R. WHITE

Pour l'ensemble des Possessions insulaires des Etats-Unis d'Amérique autres que les Iles Philippines:
Eugene R. WHITE

Pour les Iles Philippines:
C. E. UNSON
José TOPACIO

Pour la République Argentine:

Pour la Commonwealth de l'Australie:
M. B. HARRY

Pour l'Autriche:
Walther STOECKL

Administrations four months at least before the opening of the Congress.

3. The International Bureau undertakes the secretarial work of the Committee.

In faith of which, the undersigned Plenipotentiaries have drawn up the present Protocol, which will have the same force and validity as if the provisions which it contains were included in the text of the Convention to which it belongs, and they have signed it in a single copy which will remain filed in the Archives of the Government of the United Kingdom of Great Britain and Northern Ireland, and a copy of which will be delivered to each Party.

Done at London, June 28, 1929.

Pour la Belgique:
O. SCHOCKAERT
Hub KRAINS

Pour la Colonie du Congo belge:
HALEWYCK DE HEUSCH
F. G. TONDEUR
JAMAR

Pour la Bolivie.
Zac. BENAVIDES

Pour Brésil:
Jm EULALIO

Pour la Bulgarie:
M. SAVOFF
N. BOSCHNACOFF

Pour la Canada:
L. J. GABOURY
Arthur WEBSTER

Pour le Chili:
Antonio HUNEEUS
Miguel A. PARRA
C. VERNEUIL

Pour le Chine:
LIU Shu-fan

Pour la République de Colombie:
Jorge GARCÉS B.

Pour la République de Costa-Rica:
Percy G. HARRISON

- Pour la République de Cuba:* Guillermo PATTERSON
- Pour le Royaume-Uni de la Grande Bretagne et de l'Irlande du Nord:*
F. H. WILLIAMSON
W. G. GILBERT
F. C. G. TWINN
F. R. RADICE
D. O. LUMLEY
- Pour le Danemark:*
V. HOLMBLAD
- Pour la Ville libre de Dantzig:*
Stanislaw ŁOŚ
Victor ZANDER
Alfred NORDMANN
- Pour la République Dominicaine:*
Dr E. R. LLUBERES
- Pour l'Égypte:*
H. MAZLOUM
R. SIDHOM
- Pour l'Équateur:*
E. CHACÓN Q.
E. L. ANDRADE
- Pour l'Espagne:*
A. CAMACHO
- Pour l'ensemble des Colonies espagnoles:*
A. RAMOS GARCIA
- Pour l'Estonie:*
G. JALLAJAS
- Pour l'Éthiopie:*
B. MARCÓS
A. BOUSSON
- Pour la Finlande:*
G. E. F. ALBRECHT
- Pour la France:*
M. LEBON
L. GENTHON
BOUSQUIÉ
MAINGUET
GRANDSIMON
DUSSERRE
- Pour l'Algérie:*
E. HUGUENIN
- Pour les Colonies et Protectorats français de l'Indochine:*
Pour M. RÉGISMANSET:
J. CASSAGNAC
- Pour l'ensemble des autres Colonies françaises:*
J. CASSAGNAC
- Pour la Grèce:*
Th. PENTHÉROUDAKIS
D. BERNARDOS
- Pour le Guatemala:*
José MATOS
- Pour la République d'Haïti:*
J. G. DALZELL
- Pour le Royaume de Hedjaz et de Nedjde et Dépendances:*
Cheik Hafiz WAHBA
- Pour la République du Honduras:*
Humberto BLANCO-FOMBONA
- Pour la Hongrie:*
G. Baron SZALAY
Charles de FORSTER
- Pour l'Inde britannique:*
H. A. SAMS
G. V. BEWOOR
L. P. KULKARNI
P. N. MUKERJI
- Pour l'Iraq:*
Douglas W. GUMBLEY
- Pour l'Etat libre d'Irlande:*
P. S. ÓH-ÉIGEARTAIGH
R. S. O'CRUIMÍN
S. S. PUIRSÉAL
- Pour l'Islande:*
V. HOLMBLAD
- Pour l'Italie:*
Biagio BORRIELLO
Pietro TOSTI
Michele GALDI
- Pour l'ensemble des Colonies italiennes:*
Riccardo ASTUTO
- Pour le Japon:*
H. KAWAI
Naotaro YAMAMOTO
J. SHIMIDZU

Plenipotentiaries—
Continued.

- Pour le Chosen:*
Naotaro YAMAMOTO
Jingoro HIRAO
- Pour l'ensemble des autres Dépendances japonaises:*
H. KAWAI
Noboru TOMIZU
- Pour la Lettonie:*
A. AUZINŠ
- Pour la République de Libéria:*
C. W. DRESSELHUYS
- Pour la Lithuanie:*
A. SRUOGA
G. KROLIS
- Pour le Luxembourg:*
JAAQUES
- Pour le Maroc (à l'exclusion de la Zone espagnole):*
Jacques TRUELLE
- Pour le Maroc (Zone espagnole):*
A. CAMACHO
- Pour le Mexique:*
Lino B. ROCHÍN
José V. CHÁVEZ
- Pour le Nicaragua:*
Eduardo PÉREZ-TRIANA
- Pour la Norvège:*
Klaus HELSING
Oskar HOMME
- Pour la Nouvelle-Zélande:*
G. McNAMARA
- Pour la République de Panama:*
Carlos A. LÓPEZ G.
- Pour le Paraguay:*
- Pour les Pays-Bas:*
DAMME
DUYNSTEE
- Pour les Indes néerlandaises:*
J. van der WERF
W. F. GERDES OOSTERBEEK
DOMMISSE
HOOGWOONING
- Pour les Colonies néerlandaises en Amérique:*
W. F. GERDES OOSTERBEEK
HOOGWOONING
- Pour le Pérou:*
M. de FREYREY y S.
A. S. SALAZAR
- Pour la Perse:*
Hovhannès Khan MOSSAED
R. ARDJOMENDE
- Pour la Pologne:*
ŁOŚ
Dr Marjan BLACHIER
- Pour le Portugal:*
Jose VASCO DE CARVALHO
Adalberto da COSTA VEIGA
- Pour les Colonies portugaises de l'Afrique:*
Mario Corrêa BARATA DA CRUZ
- Pour les Colonies portugaises de l'Asie et de l'Océanie:*
Luciano Bothelho da COSTA MARTINS
- Pour la Roumanie:*
Général MIHAIL
I. MANEA
- Pour la République de Saint-Marin:*
M. A. JAMIESON
Giovanni SOVRANI
- Pour la République du Salvador:*
Antonio REYES-GUERRA
- Pour le Territoire de la Sarre:*
P. COURTILET
A. AREND
- Pour le Royaume des Serbes, Croates et Slovènes:*
G. DIOURITCH
- Pour le Siam:*
Phya PRAKIT KOLASASTRA
Luang BAHIDDHA NUKARA
- Pour la Suède:*
Anders ÖRNE
Gunnar LAGER
Fr. SANDBERG
- Pour la Suisse:*
P. DUBOIS
C. ROCHES
L. ROULET
- Pour la Tchécoslovaquie:*
Dr. Otokar RŮŽIČKA
Josef ZABRODSKY
- Pour la Tunisie:*
Jacques DUMAINE
DUPONT

Pour la Turquie:
Ali RAANA
Yusuf ARIFI

Pour l'Uruguay:
F. A. COSTANZO

Plenipotentiaries—
Continued.

*Pour l'Union des Républiques
Soviétistes Socialistes:*

Pour l'Etat de la Cité du Vatican:
W. A. S. HEWINS

Dr. Eugène HIRSCHFELD
M. KHODEEFF
E. SYREVITCH

Pour les Etats-Unis de Vénézuëla:
Luis Alejandro AGUILAR
E. ARROYO LAMEDA

Having examined and considered the provisions of the foregoing Final Protocol, signed at London on the 28th day of June, 1929, relative to the Universal Postal Convention of London, signed the same day, the same is by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

Final Protocol ap-
proved by Postmaster
General.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this eighth day of March, 1930.

[SEAL]

WALTER F. BROWN,
Postmaster General.

I hereby approve the above-mentioned Final Protocol, and in testimony thereof have caused the seal of the United States to be hereto affixed.

Approval by the
President.

[SEAL]

HERBERT HOOVER.

By the President:

J P COTTON,
Acting Secretary of State.

WASHINGTON, *March 13, 1930.*

RÈGLEMENT D'EXÉCUTION DE LA CONVENTION POSTALE UNIVERSELLE.

REGULATIONS FOR THE EXECUTION OF THE UNIVERSAL POSTAL CONVENTION

Executive regula-
tions.

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RÈGLEMENT D'EXÉCUTION DE LA CONVENTION POSTALE UNIVERSELLE.

REGULATIONS FOR THE EXECUTION OF THE UNIVERSAL POSTAL CONVENTION

Executory regulations.

Les soussignés, vu l'article 4 de la Convention postale universelle conclue à Londres le 28 juin 1929, ont, au nom de leurs Administrations respectives, arrêté, d'un commun accord, les mesures suivantes pour assurer l'exécution de ladite Convention:

The undersigned, in view of Article 4 of the Universal Postal Convention concluded at London on June 28, 1929, have, in the name of their respective Administrations, drawn up, by common consent, the following measures to assure the execution of the said Convention:

Measures adopted. *Ante*, p. 2529.

TITRE I.

TITLE I

Dispositions générales.

GENERAL PROVISIONS

General provisions.

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SOLE CHAPTER

ARTICLE PREMIER.

ARTICLE 1

Transit en dépêches closes et transit à découvert.

Transit in closed mails and transit in open mail

Les Administrations peuvent s'expédier réciproquement, par l'intermédiaire d'une ou de plusieurs d'entre elles, tant des dépêches closes que des correspondances à découvert, suivant les besoins du trafic et les convenances du service. *La transmission des correspondances à découvert à une Administration intermédiaire doit se limiter strictement aux cas où la confection de dépêches closes ne se justifie pas.*

Administrations may send reciprocally, thru the intermediary of one or more of them, both closed mails and correspondence in open mail, in accordance with the requirements of the traffic and the conveniences of the service. The transmission of correspondence in open mail to an intermediate Administration must be limited strictly to cases in which the preparation of closed mails is not justified.

Use of closed and open mails.

Open mail to intermediate.

Administration restricted.

ARTICLE 2.

ARTICLE 2

Echange en dépêches closes.

Exchange in closed mails

1.—L'échange des correspondances en dépêches closes est réglé d'un commun accord entre les Administrations intéressées.

1. The exchange of correspondence in closed mails is governed by mutual agreement between the Administrations concerned.

Exchange in closed mails.

Il est obligatoire de former des dépêches closes toutes les fois qu'une des Administrations intermédiaires en fait la demande, se basant sur le fait que le nombre de correspondances à découvert est de nature à entraver ses opérations.

It is obligatory to make up closed mails whenever one of the intermediate Administrations so request, basing its request on the fact that the number of articles in open mail is of such a nature as to hinder its operations.

2.—Les Administrations par l'intermédiaire desquelles de dépêches closes sont à expédier doivent être prévenues en temps opportun.

2. The Administrations thru whose intermediary closed mails are to be exchanged shall be duly notified in advance.

3.—En cas de changement dans un service d'échange en dépêches closes établi entre deux Administrations par l'entremise d'un ou de plusieurs pays tiers, l'Administration qui a provoqué le changement en donne connaissance aux Administrations de ces pays.

ARTICLE 3.

Acheminement des correspondances.

Routing of mails.

1.—Chaque Administration est obligée d'acheminer, par les voies les plus rapides qu'elle emploie pour ses propres envois, les dépêches closes et les correspondances à découvert qui lui sont livrées par une autre Administration.

Lorsqu'une dépêche se compose de plusieurs sacs, ceux-ci doivent, autant que possible, rester réunis et être acheminés par le même courrier.

Les objets de toute nature mal dirigés sont, sans aucun délai, réexpédiés par la voie la plus prompte sur leur destination.

Optional routes may be designated.

2.—L'Administration du pays d'origine a la faculté d'indiquer la voie à suivre les dépêches closes qu'elle expédie, pourvu que l'emploi de cette voie n'entraîne pas, pour une Administration intermédiaire, des frais spéciaux.

Sous la même réserve, les Administrations intervenant dans le transport doivent tenir compte de la voie à suivre portée par l'expéditeur sur les envois qui leur sont transmis à découvert.

Collection of extra charges therefor.

3.—Les Administrations qui usent de la faculté de percevoir des taxes supplémentaires, en représentation des frais extraordinaires afférents à certaines voies, sont libres de ne pas diriger par ces voies les correspondances *non affranchies* ou insuffisamment affranchies.

ARTICLE 4.

Pays éloignés.

Distant countries.

Definition of.

1.—*Sont considérés comme pays éloignés les pays entre lesquels la*

3. In case of alteration in an exchange of closed mails established between two Administrations thru the intermediary of one or more third countries, the Administration which has caused the change gives notice thereof to the Administrations of those countries.

ARTICLE 3

Routing of mails

1. Each Administration is obliged to forward by the most rapid routes which it employs for its own dispatches the closed mails and articles in open mail which are delivered to it by another Administration.

When a mail is composed of several sacks, they must, as far as possible, remain together and be forwarded in the same dispatch.

Missent articles of all kinds are, without any delay, reforwarded by the most rapid route to their destination.

2. The Administration of the country of origin has the option of indicating the route to be followed by the closed mails which it dispatches, provided that the employment of that route does not involve special expenses for an intermediate Administration.

With the same reservation, the Administrations intervening in the transportation shall take account of the route to be followed indicated by the sender on articles sent to them in open mail.

3. Administrations which make use of the option of collecting supplementary charges, representing the extraordinary expenses relating to certain routes, are free not to send unprepaid or insufficiently prepaid correspondence by those routes.

ARTICLE 4

Distant countries

1. Countries between which the shortest transit time by land or

durée des transports par la voie de terre ou de mer la plus rapide est de plus de dix jours.

sea is more than ten days are considered as distant countries.

2.—*Sont assimilés aux pays éloignés, en ce qui concerne la fixation des délais, les pays de très grande étendue où dont les voies de communication intérieures sont peu développées pour les questions où ces facteurs jouent un rôle prépondérant. Le Bureau international dressera une liste de ces pays.*

2. Countries of very great extent, or those whose internal routes of communication are but little developed, for questions where those factors play an important part, are assimilated to distant countries, in regard to the fixing of the periods. The International Bureau will prepare a list of those countries.

List to be prepared.

ARTICLE 5.

Fixation des équivalents.

1.—*Les Administrations fixent les équivalents des taxes et droits prévus par la Convention et les Arrangements après entente avec l'Administration des postes suisses, à laquelle il appartient de les faire notifier par l'intermédiaire du Bureau international.*

Chaque Administration notifie directement au Bureau international l'équivalent fixé par elle pour l'indemnité prévue à l'article 54 de la Convention.

Les équivalents ne peuvent entrer en vigueur que le 1^{er} d'un mois et au plus tôt 15 jours après leur notification par le Bureau international.

Ce Bureau dresse un tableau indiquant, pour chaque pays, les équivalents des taxes et droits mentionnés au 1^{er} alinéa ci-dessus, et renseignant, le cas échéant, sur le pourcentage de la majoration ou de la réduction de taxe appliquée en vertu de l'article II du Protocole final de la Convention..

2.—*Lorsqu'un changement d'équivalents est jugé nécessaire, l'Administration du pays intéressé doit suivre la procédure indiquée au paragraphe précédent.*

Les nouveaux équivalents ne peuvent également entrer en vigueur que le 1^{er} d'un mois et au plus tôt 15 jours après leur notification par le Bureau international.

ARTICLE 5.

Fixing of equivalents

1. Administrations fix the equivalents of the rates and fees contemplated by the Convention and Agreements by agreement with the Swiss Postal Administration, which latter Administration shall give notice of the equivalents thru the intermediary of the International Bureau.

Each Administration notifies the International Bureau directly of the equivalent fixed by it for the indemnity contemplated by Article 54 of the Convention.

The equivalents can not enter into force except on the first of a month, and at the earliest 15 days after their notification by the International Bureau.

That Bureau makes up a table indicating, for each country, the equivalents of the rates and fees mentioned in the first paragraph above, showing, if occasion arises, the percentage of the increase or reduction in the rates made by virtue of Article II of the Final Protocol of the Convention.

2. When a change of equivalents is deemed necessary, the Administration of the country concerned shall follow the procedure indicated in the preceding Section.

Likewise, the new equivalents may not become effective on any date but the first of a month, and at the earliest 15 days after their notification by the International Bureau.

Fixing equivalents.

Rates, etc.

Notice to be given.

Report to International Bureau.

Ante, p. 2553.

Effective dates.

Table to be prepared, etc.

Change of equivalents.

New equivalents.

Fractions.

3.—Les fractions monétaires résultant du complément de taxe applicable aux correspondances insuffisamment affranchies peuvent être arrondies par les Administrations qui en effectuent la perception. La somme à ajouter de ce chef ne peut excéder la valeur d'un vingtième de franc (cinq centimes).

3. The monetary fractions resulting from the additional charge applicable to shortpaid correspondence may be rounded off by the Administrations which collect such charge. The amount to be added on that account may not exceed the value of one-twentieth of a franc (five centimes)

ARTICLE 6.

Timbres-poste et empreintes d'affranchissement.

ARTICLE 6

Postage stamps and postage-paid impressions

Colors of stamps, etc.

1.—Les timbres-poste représentant les taxes-types de l'Union ou leur équivalent dans la monnaie de chaque pays sont confectionnés dans les couleurs suivantes:

1. The postage stamps representing the basic rates of the Union or their equivalent in the money of any country are made up in the following colors:

Letters.

en bleu foncé, le timbre représentant la taxe d'une lettre simple;

The stamp representing the postage on a single-rate letter, in deep blue;

Post cards.

en rouge, le timbre représentant la taxe d'une carte postale;

The stamp representing the rate for a post card, in red;

Prints.

en vert, le timbre représentant la taxe du port simple des imprimés.

The stamp representing the single postage rate on prints, in green.

Stamping machine impressions.

Les empreintes produites par les machines à affranchir doivent être de couleur rouge vif, quelle que soit la valeur qu'elles représentent.

The impressions produced by stamping machines shall be of bright red color, whatever value they represent.

Lettering, etc.

2.—Les timbres-poste et les empreintes d'affranchissement doivent porter, autant que possible en caractères latine, l'indication du pays d'origine et mentionner leur valeur d'affranchissement d'après le tableau des équivalents adoptés. L'indication du nombre d'unités ou de fractions de l'unité monétaire, servant à exprimer cette valeur, est faite en chiffres arabes. *En ce qui concerne les imprimés affranchis au moyen d'empreintes obtenues à la presse d'imprimerie, les indications du pays d'origine et de la valeur d'affranchissement peuvent être remplacées par le nom du bureau d'origine et la mention "Taxe perçue", "Port payé" ou une expression analogue.*

2. Postage stamps and postage-paid impressions shall bear, in Latin characters as far as possible, the indication of the country of origin, and mention their postage value in accordance with the table of equivalents adopted. The indication of the number of units or fractions of the monetary unit serving to express that value is made in Arabic figures. As for prints prepaid by means of printed indicia, the indication of the country or origin and the postage value may be replaced by the name of the office of origin and the note "Postage Collected," "Postage Paid," or a similar expression.

Prepaid prints.

Commemorative, etc., stamps.

3.—Les timbres-poste commémoratifs ou de charité, pour lesquels un supplément de taxe est à payer indépendamment de

3. Commemorative or charity stamps, for which an additional charge is to be paid over the postage value, shall be made up in

la valeur d'affranchissement, doivent être confectionnés de façon à éviter tout doute au sujet de cette valeur.

4.—Les timbres-poste peuvent être marqués à l'emporte-pièce de perforations distinctives selon les conditions fixées par l'Administration qui les a émis.

such a way as to avoid any doubt as to that value.

4. Postage stamps may be marked with distinctive perforations in accordance with the conditions fixed by the Administration which has issued them.

Perforated stamps.

TITRE II.

Conditions d'acceptation des objets de correspondance.

TITLE II

CONDITIONS OF ACCEPTANCE OF ARTICLES OF CORRESPONDENCE

General conditions.

CHAPITRE I.

Dispositions applicables à toutes les catégories d'envois.

CHAPTER I

PROVISIONS APPLICABLE TO ALL CLASSES OF ARTICLES

ARTICLE 7.

Conditionnement et adresse.

ARTICLE 7

Preparation and address

Preparation and address.

1.—Les Administrations doivent recommander au public:

1. The Administrations shall recommend to the public:

Recommendations.

a) de libeller l'adresse en caractères latins et de la mettre dans le sens de la longueur de façon à ménager la place nécessaire pour les mentions ou étiquettes de service;

(a) To write the address in Latin characters and to place it lengthwise in such a way as to leave the necessary space for the service notations or labels;

b) d'indiquer l'adresse d'un manière précise et complète, afin que l'acheminement de l'envoi et sa remise au destinataire puissent avoir lieu sans recherches;

(b) To give the address in a precise and complete manner, so that the dispatch of the article and its delivery to the addressee may be effected without research;

c) d'appliquer les timbres-poste ou les empreintes d'affranchissement à l'angle droit supérieur du côté de la suscription;

(c) To place the postage stamps or postage-paid impressions in the upper right-hand corner of the address side;

d) d'indiquer le nom et le domicile de l'expéditeur, soit au verso, soit au recto, de façon à ne nuire ni à la clarté de l'adresse, ni à l'application des mentions ou étiquettes de service;

(d) To indicate the name and address of the sender, either on the front or on the back, so as not to affect either the clarity of the address or the application of the service notations or labels;

e) en ce qui concerne les envois expédiés à la taxe réduite, d'indiquer la catégorie à laquelle ils appartiennent.

(e) On articles sent at the reduced rate, to indicate the class to which they belong.

2.—Les timbres non postaux et les vignettes de bienfaisance ou autres, susceptibles d'être confondus avec les timbres-poste, ne peuvent être appliqués du côté de la suscription. Il en est de même des empreintes de timbres qui pourraient être confondues avec les empreintes d'affranchissement.

2. Non-postage stamps and charity or other stamps capable of being confounded with postage stamps may not be affixed to the address side. The same applies to imprints of stamps which might be confused with postage-paid impressions.

Non-postage stamps, etc.

Franked correspond-
ence.

3.—*Les correspondances du service postal expédiées en franchise de port doivent porter au recto l'annotation "Service des postes" ou une mention analogue.*

3. Correspondence of the postal service sent under frank shall bear on the front the note "Postal Service", or a similar notation.

ARTICLE 8.

Envois poste restante.

General delivery ar-
ticles.

L'adresse des envois expédiés poste restante doit indiquer le nom du destinataire. L'emploi d'initials, des chiffres, des simples prénoms, de noms supposés ou de marques conventionnelles quelconques n'est pas admis pour ces envois.

ARTICLE 8.

General-delivery articles

The address of articles sent "General Delivery" shall indicate the name of the addressee. The use of initials, figures, simple given names, fictitious names, or conventional marks of any kind, is not admitted for these articles.

ARTICLE 9.

Envois sous enveloppe à panneau transparent.

Articles in transpar-
ent-panel envelopes.

1.—Les envois sous enveloppe à panneau transparent sont admis aux conditions suivantes:

a) le panneau transparent doit être disposé parallèlement à la plus grande dimension, de façon que l'adresse du destinataire apparaisse dans le même sens et que l'application du timbre à date ne soit pas entravée;

b) la transparence du panneau doit assurer une parfaite lisibilité de l'adresse, même à la lumière artificielle et ne pas empêcher l'application d'une écriture;

c) *seuls les noms et adresse du destinataire doivent apparaître à travers le panneau, et le contenu de l'enveloppe doit être plié de façon que l'adresse ne puisse se trouver masquée, en tout ou en partie, par suite de glissement;*

d) *l'adresse doit être indiquée, d'une façon bien lisible, à l'encre ou à la machine à écrire. Les envois dont l'adresse est écrite au crayon-encre et au crayon ne sont pas admis.*

Exclusions.

Les enveloppes à panneau dont la partie vitrifiée provoque des reflets à la lumière artificielle sont exclues du transport.

2.—Les envois sous enveloppe entièrement transparente ou à panneau ouvert ne sont pas admis.

ARTICLE 9.

Articles in transparent-panel envelopes

1. Articles in transparent-panel envelopes are admitted under the following conditions:

(a) The transparent panel shall lie parallel to the longest dimension, so that the address of the addressee may appear in the same direction, and so that the application of the date stamp is not hindered;

(b) The transparency of the panel shall assure perfect legibility of the address, even by artificial light, and shall not interfere with the application of a written note;

(c) Only the name and address of the addressee shall appear thru the panel, and the contents of the envelope shall be folded in such a way that the address can not be covered in whole or in part as a result of slipping;

(d) The address shall be indicated legibly, in pen and ink or in typewriting. Articles with addresses written in indelible or ordinary pencil are not admitted.

Envelopes whose vitrified panel allows reflection of artificial light are excluded from transmission.

2. Articles in entirely transparent envelopes or open-panel envelopes are not admitted.

ARTICLE 10.

Envois soumis au contrôle douanier.

1.—*Les envois à soumettre au contrôle douanier doivent être revêtus, au recto, d'une étiquette verte, conforme au modèle C 1 ci-annexé, en ce qui concerne la catégorie des petits paquets, cette disposition est applicable à tous les objets sans exception.*

Les envois visés à l'alinéa ci-dessus sont en outre accompagnés, si l'expéditeur le préfère ou si le pays de distribution l'exige, d'une déclaration en douane séparée, conforme au modèle C 2 ci-annexé et reliée extérieurement d'une manière solide à l'envoi par un croisé de ficelle ou insérée dans cet envoi. Dans ce cas, la partie supérieure de l'étiquette C 1 est seule apposée sur l'envoi.

2.—*Les Administrations n'assument aucune responsabilité du chef des déclarations en douane, sous quelque forme qu'elles soient faites.*

ARTICLE 11.

Envois francs de droits.

1.—*Les envois à remettre aux destinataires francs de tous droits doivent porter sur le recto l'entête très apparent "Franc de droits" ou une mention analogue dans la langue du pays d'origine. Ces envois sont pourvus, du côté de la suscription, d'une étiquette de couleur jaune portant également, en gros caractères, l'indication "Franc de droits".*

2.—*Tout envoi expédié franc de droits est accompagné d'un bulletin d'affranchissement conforme au modèle C 3 ci-annexé, confectionné en carton de couleur jaune et dont le recto est rempli par le bureau expéditeur. Le bulletin d'affranchissement est solidement attaché à l'envoi.*

ARTICLE 10

Articles subject to customs inspection

1. Articles to be submitted to customs inspection shall bear on the front a green label conforming to Model C 1 hereto appended; in regard to the class of small packets, this provision is applicable to all packets without exception.

The articles mentioned in the preceding paragraph are also accompanied, if the sender prefers or if the country of destination requires it, by a separate customs declaration conforming to Model C 2 hereto appended, attached securely to the outside of the article by a crossed string or inserted within the article. In this case, only the upper part of the label C 1 is affixed to the article.

2. The Administrations do not assume any responsibility on account of the customs declarations, regardless of the form in which they are made up.

Articles subject to customs inspection.

Marking, etc.

Post, p. 2667.

Customs declaration may accompany.

Post, p. 2668.

Responsibility for declarations not assumed.

ARTICLE 11

Articles free of charges

1. Articles to be delivered to the addressees free of all charges shall bear at the top of the address side the conspicuous heading "Franc de droits" (free of charges) or a similar notation in the language of the country of origin. Such articles bear, on the address side, a yellow label also bearing in large letters the notation "Franc de droits" (free of charges).

2. Every article sent free of charges is accompanied by a prepayment bulletin conforming to Model C 3 hereto appended, made of yellow cardboard, the front of which is filled in by the mailing office. The prepayment bulletin is securely attached to the article.

Articles "Franc de droits."

Post, p. 2660.

CHAPITRE II.

CHAPTER II

Special provisions. Dispositions spéciales applicables à chaque catégorie d'envois.

SPECIAL PROVISIONS APPLICABLE TO EACH CLASS OF ARTICLES

ARTICLE 12.

ARTICLE 12

Lettres.

Letters

Letters.

En principe, aucune condition de forme ou de fermeture n'est exigée pour les lettres, sous réserve de l'observation des prescriptions de l'article 9 précédent. *La place nécessaire au recto pour l'affranchissement, l'adresse et les mentions ou étiquettes de service doit être laissée entièrement libre.*

In principle, no condition of form or make-up is required for letters, provided that the provisions of Article 9 preceding are observed. The necessary space must be left absolutely free on the front for the prepayment, the address, and the service notes or labels.

Ante, p. 2588.

ARTICLE 13.

ARTICLE 13

Cartes postales simples

Single post cards

Post cards.

1.—Les cartes postales doivent être confectionnées en carton ou en papier assez consistant pour ne pas entraver la manipulation.

1. Post cards shall be made of cardboard, or of paper strong enough not to hinder manipulation.

Elles doivent porter, en tête du recto, le titre "Carte postale" en français ou l'équivalent de ce titre dans une autre langue. Ce titre n'est pas obligatoire pour les cartes postales émanant de l'industrie privée.

They shall bear, at the top of the address side, the heading "Carte Postale" (post card), in French, or the equivalent of that heading in another language. That heading is not obligatory for post cards of private manufacture.

Uninclosed.

2.—Les cartes postales doivent être expédiées à découvert, c'est-à-dire sans bande ni enveloppe.

2. Post cards shall be sent uninclosed, i. e., without wrapper or envelope.

Reserved, etc., spaces.

3.—La moitié droite au moins du recto est réservée à l'adresse du destinataire et aux mentions ou étiquettes de service. L'expéditeur dispose du verso et de la partie gauche du recto, sous réserve des dispositions du paragraphe suivant.

3. At least the right half of the front is reserved for the address of the addressee and the notations or labels relating to the service. The sender uses the back and the left half of the front, subject to the provisions of the following Section.

Les cartes dont tout ou partie du recto a été divisé en plusieurs cases destinées à recevoir des adresses successives sont interdites.

Cards with all or part of the front divided into several spaces intended to receive successive addresses are prohibited.

Prohibitions.

4.—Il est interdit au public de joindre ou d'attacher aux cartes postales des échantillons de marchandises ou des objets analogues. Toutefois, des vignettes, des photographies, des timbres de toute espèce, des bandes d'adresse ou des feuilles à replier, des étiquettes et des coupures de toute sorte peuvent y être collés, à

4. It is forbidden for the public to join or attach samples of merchandise or similar articles to post cards. However, illustrations, photographs, stamps of all kinds, address labels or slips to be folded back, labels and clippings of all kinds, may be affixed thereto, on the condition that such articles are not of such a

condition que ces objets ne soient pas de nature à altérer le caractère des cartes postales, qu'ils consistent en papier ou en une autre matière très mince et qu'ils soient complètement adhérents à la carte. Ces objets ne peuvent être collés que sur le verso ou sur la partie gauche du recto des cartes postales, sauf les bandes ou étiquettes d'adresse qui peuvent occuper tout le recto. Quant aux timbres de toute espèce, susceptibles d'être confondus avec les timbres d'affranchissement, ils ne sont admis qu'au verso.

5.—Les cartes postales ne remplissant pas les conditions prescrites pour cette catégorie d'envois sont traitées comme lettres.

ARTICLE 14.

Cartes postales avec réponse payée.

1.—Les cartes postales avec réponse payée doivent présenter au recto, en langue française, comme titre sur la première partie: "Carte postale avec réponse payée"; sur la seconde partie: "Carte postale-réponse". Les deux parties doivent d'ailleurs remplir, chacune, les autres conditions imposées à la carte postale simple; elles sont repliées l'une sur l'autre de façon que le pli forme le bord supérieur et ne peuvent être fermées d'une manière quelconque.

2.—L'adresse de la carte-réponse doit se trouver à l'intérieur de l'envoi.

Il est loisible à l'expéditeur d'indiquer son nom et son adresse au recto de la partie "Réponse", soit par écrit, soit en y collant une étiquette.

L'expéditeur est également autorisé à faire imprimer au verso de la carte-réponse un questionnaire destiné à être rempli par le destinataire.

3.—L'affranchissement de la partie "Réponse" au moyen du timbre-poste du pays qui a émis la carte n'est valable que si les deux parties de la carte postale avec réponse payée sont parvenues

nature as to alter the character of the post cards, that they consist of paper or any other very thin material, and that they adhere completely to the card. These articles may be placed only on the back or on the left half of the address side of the card, except address labels or slips, which may occupy the entire front. As for stamps of any kind likely to be confused with postage stamps, they may be placed only on the back.

5. Post cards which do not fulfill the conditions laid down for that class of articles are treated as letters.

Post, p. 2593.

ARTICLE 14

Post cards with reply paid

1. Post cards with reply paid shall have, on the front, in the French language, as the heading on the first part: "Carte postale avec réponse payée" (post card with reply paid), and "Carte postale-réponse" (reply post card) on the second part. Each of the two parts shall, moreover, fulfill the other conditions laid down for a single post card; they are folded, one over the other, so that the fold forms the upper edge, and may not be closed in any manner.

Reply-paid post cards.

2. The address of the reply card shall be found on the inside of the article.

Addresses.

It is permissible for the sender to indicate his name and address on the front of the reply half, either in writing or by affixing a label thereto.

The sender is also authorized to have printed on the back of the reply card a questionnaire to be filled in by the addressee.

Permissive printing.

3. The prepayment of the reply half by means of the postage stamp of the country which has issued the card is valid only if the two parts of the post card with reply paid have arrived joined

Prepayment of reply postage.

adhérentes du pays d'origine et si la partie "Réponse" est expédiée du pays où elle est parvenue par la poste à destination dudit pays d'origine.

Si ces conditions ne sont pas remplies, elle est traitée comme carte postale non affranchie.

ARTICLE 15.

Papiers d'affaires.

Commercial papers.

1. Sont considérés comme papiers d'affaires, toutes les pièces et tous les documents écrits ou dessinés en tout ou *partie qui* n'ont pas le caractère d'une correspondance actuelle et personnelle, tels que les lettres ouvertes et les cartes postales de date ancienne qui ont déjà atteint leur but primitif, les pièces de procédure, les actes de tout genre dressés par les officiers ministériels, les lettres de voiture ou connaissements, les factures, certains documents des compagnies d'assurance, les copies ou extraits d'actes sous seing privé écrits sur papier timbré ou non timbré, les partitions ou feuilles de musique manuscrites, les manuscrits d'ouvrages ou de journaux expédiés isolément, les devoirs originaux et corrigés d'élèves à l'exclusion de toute indication ne se rapportant pas directement à l'exécution du travail.

Notations, etc., to accompany.

Ces documents peuvent être accompagnés de fiches de rappel ou bordereaux d'envoi portant les mentions suivantes ou des indications analogues: énumération des pièces composant, l'envoi, références à une correspondance échangée entre l'expéditeur et le destinataire, telles que:

"Annexe à notre lettre du
----- à M. -----
----- Notre référence -----
----- Références du client
-----"

Commercial papers.
Post., p. 2596.

2.—Les papiers d'affaires sont soumis, en ce qui concerne la forme et le conditionnement, aux dispositions prescrites pour les imprimés (article 19 ci-après).

together from the country of origin and if the reply half is sent from the country where it arrived by mail and is addressed to the said country of origin.

If these conditions are not fulfilled, it is treated as an unprepaid post card.

ARTICLE 15

Commercial papers

1. The following are considered as commercial papers: All papers and documents written or drawn, in whole or in part, which do not have the character of actual personal correspondence, such as old opened letters and old post cards which have already reached their original destination; papers of legal procedure; documents of all kinds drawn up by ministerial officers; way bills or bills of lading; invoices; certain documents of insurance companies; copies of or extracts from documents under private signature on stamped or unstamped paper; scores or sheets of music in manuscript; manuscripts of works or newspapers sent singly; original and corrected exercises of students, with the exclusion of all indications not relating directly to the execution of the work.

These documents may be accompanied by reference slips or notes bearing the following or similar notations: Enumeration of the pieces composing the shipment, references to correspondence exchanged between the sender and addressee, such as:

"Inclosure for our letter of
----- addressed to
M.----- Our reference
----- Customer's refer-
ence -----"

2. Commercial papers are subject to the provisions laid down for prints (Article 19 hereafter) in regard to form of make-up.

ARTICLE 16.

Imprimés.

1.—Sont considérés comme imprimés les journaux et ouvrages périodiques, les livres brochés ou reliés, les brochures, les papiers de musique (à l'exclusion des papiers perforés destinés à être adaptés à des instruments de musique automatiques), les cartes de visite, les cartes-adresse, les épreuves d'imprimerie avec ou sans les manuscrits s'y rapportant, les gravures, les photographies et les albums contenant des photographies, les images, les dessins, plans, cartes géographiques, catalogues, prospectus, annonces et avis divers, imprimés, gravés, lithographiés ou autographiés, et, en général, toutes les impressions ou reproductions obtenues sur papier, sur parchemin ou sur carton, au moyen de la typographie, de la gravure, de la lithographie et de l'autographie, ou de tout autre procédé mécanique, facile à reconnaître, hormis de décalque, *les timbres à caractères mobiles ou non et la machine à écrire.*

2.—*La taxe des imprimés n'est pas applicable aux imprimés qui portent des signes quelconques susceptibles de constituer un langage conventionnel, ni, sauf les exceptions explicitement autorisées par l'article 18, à ceux dont le texte a été modifié après tirage.*

3.—Les articles de papeterie proprement dits, dès l'instant où il apparaît clairement que *la partie imprimée n'est pas l'essentiel de l'objet, ne peuvent être expédiés au tarif des imprimés.*

4.—Les cartes portant le titre "Carte postale" ou l'équivalent de ce titre dans une langue quelconque sont admises au tarif des imprimés, pourvu qu'elles répondent aux conditions générales applicables aux imprimés. Celles qui ne remplissent pas ces conditions sont traitées comme cartes postales ou éventuellement comme lettres, par application des dispositions de l'article 13, § 5, du Règlement.

ARTICLE 16

Prints

1. The following are considered as prints: Newspapers and periodicals, stitched or bound books, pamphlets, sheets of music (except perforated paper rolls for automatic musical instruments), visiting cards, address cards, printing proofs with or without the relative manuscript, engravings, photographs, and albums containing photographs, pictures, drawings, plans, maps, catalogs, prospectuses, advertisements, and printed, engraved, lithographed or autographed notices of various kinds, and, in general, all impressions or copies obtained on paper, parchment or cardboard, by means of printing, engraving, lithography, autography or any other easily recognizable mechanical process, with the exception of the copying press, stamps with movable or immovable type, and the typewriter.

2. The print rate does not apply to prints which bear any marks capable of constituting a conventional language, or, save the exceptions specifically authorized by Article 18, to those of which the text has been modified after printing.

3. Articles of stationery properly so-called, when it appears clearly that the printed text is not the essential part of the article, can not be sent at the print rate.

4. Cards bearing the heading "Carte postale" (post card) or the equivalent of that heading in any language are admitted at the print rate provided that they fulfill the general conditions applicable to prints. Those which do not fulfill those conditions are treated as post cards, or, if occasion arises, as letters, by application of the provisions of Article 13, Section 5, of the Regulations.

Prints.

Articles considered as.

Exclusions.

Stationery.

Post cards.

Annex, p. 2591.

ARTICLE 17.

Objets assimilés aux imprimés

Mechanical repro-
duction of prints.

Les reproductions d'une copie-type faite à la plume ou à la machine à écrire sont assimilées aux imprimés lorsqu'elles sont obtenues par un procédé mécanique de polygraphie, chromographie, etc.; mais, pour jouir de la modération de taxe, ces reproductions doivent être déposées aux guichets de bureaux de poste et au nombre minimum de vingt envois contenant des exemplaires parfaitement identiques. Ces reproductions peuvent recevoir les annotations autorisées pour les imprimés.

ARTICLE 18.

Imprimés. Annotations autorisées.

Authorized annota-
tions.

1.—Il est permis, à l'extérieur et à l'intérieur de tous les envois d'imprimés:

Name, etc., of sender.

a) d'indiquer à la main ou par un procédé mécanique les noms, qualité, profession, raison sociale et adresse de l'expéditeur et du destinataire, la date d'expédition, la signature, le numéro d'appel au téléphone, l'adresse et le code télégraphiques, le compte courant postal ou bancaire de l'expéditeur, ainsi qu'un numéro d'ordre ou d'immatriculation se rapportant exclusivement à l'envoi;

Corrections.

b) de corriger les fautes d'impression;

Marks, etc.

c) de biffer, de souligner ou d'encadrer au moyen de traits certains mots ou certaines parties du texte imprimé, à moins que ces opérations ne soient faites dans le but de constituer une correspondance.

Additional authori-
zations.

2.—Il est, en outre, permis d'indiquer ou d'ajouter à la main ou par un procédé mécanique:

Maritime move-
ments.

a) sur les avis concernant les départs et les arrivées des navires: les dates et heures de départs et arrivées, ainsi que les noms des navires et des ports de départ, d'escale et d'arrivée;

ARTICLE 17

Articles assimilated to prints

Reproductions of a manuscript or typewritten original are assimilated to prints when they are obtained by a mechanical process of polygraphy, chromography, etc.; but in order to pass at the reduced rate such reproductions must be mailed at the post-office windows in a minimum number of twenty articles containing perfectly identical copies. These reproductions may receive the annotations authorized for prints.

ARTICLE 18

Prints. Authorized annotations

1. It is permitted, on the outside and inside of all print articles:

(a) To indicate by hand or by a mechanical process, the name, title, profession, firm and address of the sender and the addressee, the date of mailing, the signature, telephone number, telegraphic address and code, and current postal-check or bank account of the sender, as well as an order or entry number relating exclusively to the article;

(b) To correct mistakes in printing;

(c) To strike out, underline or inclose by means of marks certain words or passages of the printed text, unless that is done for the purpose of constituting personal correspondence.

2. It is also permitted to indicate or add, by hand or by a mechanical process:

(a) On notices concerning the departure and arrival of ships, the dates and hours of such departures and arrivals, as well as the names of the ships and the ports of departure, call and arrival.

b) sur les avis de passage:
le nom du voyageur, la date, l'heure et le nom de la localité par laquelle il compte passer, ainsi que l'endroit où il descend;

c) sur les bulletins de commande et de souscription relatifs à des ouvrages de librairie, livres, journaux, gravures, morceaux de musique:

les ouvrages demandés ou offerts, le prix de ces ouvrages, le mode de paiement, l'édition et les noms des auteurs et des éditeurs, ainsi que le numéro de catalogue et les mots "broché", "cartonné" ou "relié";

d) sur les cartes illustrées, les cartes de visite imprimées, ainsi que sur les cartes de Noël et de nouvel an:

des souhaits, félicitations, remerciements, compliments de condoléance ou autres formules de politesse exprimés en cinq mots ou au moyen de cinq initiales conventionnelles, au maximum;

e) sur les épreuves d'imprimerie:

les changements et additions qui se rapportent à la correction, à la forme et à l'impression, ainsi que des mentions telles que "Bon à tirer", "Vu-Bon à tirer" ou toutes autres analogues se rapportant à la confection de l'ouvrage. En cas de manque de place, les additions peuvent être faites sur des feuilles spéciales;

f) sur les images de mode, les cartes géographiques, etc.:

les couleurs;

g) sur les listes de prix courants les offres d'annonces, les cotes de bourse et de marché, les circulaires de commerce et les prospectus:

des chiffres;

toutes autres annotations représentant des éléments constitutifs des prix;

h) sur les livres, brochures, journaux, photographies, gravures, papiers de musique et, en général, sur toutes productions littéraires ou artistiques imprimées;

(b) In travelers' announcements, the name of the traveler, the date, hour and name of the place thru which he contemplates passing, as well as the place at which he intends to stop.

(c) In order and subscription blanks for publications, books, newspapers, engravings and pieces of music, the works ordered or offered, the price of such works, the mode of payment, the edition, and the names of the authors and editors, as well as the catalog number and the words "broché" (stitched or paper-bound), "cartonné" (boards) or "relié" (bound).

(d) On illustrated cards, printed visiting cards, as well as on Christmas and New Year cards, good wishes, congratulations, thanks, condolences, or other forms of politeness expressed in five words or by means of five conventional initials at most.

(e) On printing proofs, such changes and additions as relate to the correction, form and printing, as well as notes such as "Bon à tirer" (ready for printing) "Vu-Bon à tirer" (noted, ready for printing), or any similar note relating to the preparation of the work. In case of lack of space, the additions may be made on separate sheets.

(f) On fashion plates, maps, etc., the colors.

(g) In current price lists, offers for advertisements, market and stock quotations, commercial circulars and prospectuses, figures and any other notations representing elements entering into the prices.

(h) In books, pamphlets, newspapers, photographs, engravings, sheets of music, and, in general, on all literary or artistic productions, printed, engraved, lithographed

Travelers' announcements.

Order, etc., blanks.

Other provisions.

Illustrated cards, etc.

Print proofs.

Colors on maps and fashion plates.

Price lists, etc.

Book dedications.

Legends on photographs.	mées, gravées, lithographiées ou autographiées:	or autographed, a dedication consisting of a simple tribute; and on photographs, a very concise explanatory legend.
Press clippings.	une dédicace consistant en un simple hommage et, sur les photographies, une légende explicative très succincte; i) sur les passages découpés de journaux et publications périodiques: le titre, la date, le numéro et l'adresse de la publication dont l'article est extrait.	(i) On passages cut from newspapers and periodicals, the name, date, number and address of the publication from which the article is taken.
Attachments.	3.—Il est, enfin, permis de joindre:	3. Finally, it is permitted to attach:
Manuscript to proofs.	a) aux épreuves d'imprimerie corrigées ou non: le manuscrit;	(a) The manuscript to corrected or uncorrected proofs;
Invoice of article sent.	b) aux envois des catégories mentionnées sous § 2, lettre h: la facture se rapportant à l'objet envoyé.	(b) To the articles of the classes mentioned under Section 2, letter (h), the invoice covering the article sent.

ARTICLE 19.

Imprimés. Conditionnement des envois.

ARTICLE 19

Prints. Make-up of packets

Wrapping, etc.	1.—Les imprimés doivent être, soit placés sous bande, sur rouleau entre des cartons, dans un étui ouvert des deux côtés ou aux deux extrémités, ou dans une enveloppe non fermée, soit entourés d'une ficelle facile à dénouer.	1. Prints must be placed either under wrapper, in rolls, between boards, in a case open at both sides or ends, or in an unsealed envelope, or be wrapped with a string which is easily untied.
Cards, without wrapper.	2.—Les imprimés présentant la forme et la consistance d'une carte peuvent être expédiés à découvert sans bande, enveloppe ou lien. <i>Le même mode d'expédition est admis pour les imprimés pliés de façon qu'ils ne puissent se déplier pendant le transport et que d'autres objets ne risquent de s'y fourvoyer.</i>	2. Prints in the shape and consistency of a card may be sent open, without wrapper, envelope or fastening. The same mode of dispatch is admitted for prints folded in such a way that they can not come unfolded en route and that other articles run no risk of being lost therein.
Folded prints.	<i>La moitié droite au moins du recto des imprimés expédiés sous forme de cartes est réservée à l'adresse du destinataire et aux mentions ou étiquettes de service.</i>	The right half at least of the front of prints sent in the form of cards is reserved for the address of the addressee and the service notes or labels.

ARTICLE 20.

Echantillons. Annotations autorisées.

ARTICLE 20

Samples. Authorized annotations

Annotations authorized.	Il est permis d'indiquer à la main ou par un procédé mécanique, à l'extérieur ou à l'intérieur des envois d'échantillons, les noms qualité, profession, raison sociale et adresse de l'expéditeur et du destinataire, ainsi que la date	It is permitted to indicate, by hand or by a mechanical process, on the outside or inside of packages of samples, the name, title, profession, firm, and address of the sender and the addressee, as well as the date of mailing, the
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d'expédition, la signature, le numéro d'appel au téléphone, l'adresse et le code télégraphiques, le compte courant postal ou bancaire de l'expéditeur, une marque de fabrique ou de marchand, des numéros d'ordre, des prix et des indications relatives au poids, au métrage et à la dimension, ainsi qu'à la quantité disponible et celles qui sont nécessaires pour préciser la provenance et la nature de la marchandise.

signature, telephone number, telegraphic address and code, current postal-check or bank account of the sender, a manufacturer's mark or trade mark, order numbers, prices and particulars relative to weight, measurement and size, or to the quantity to be disposed of, and such as are necessary to determine the origin and character of the goods.

ARTICLE 21.

Echantillons. Conditionnement des envois.

1.—*Les échantillons de marchandise doivent être placés dans des sacs, des boîtes ou des enveloppes mobiles.*

2.—*Les objets en verre ou autres matières fragiles, les envois de liquides, huiles, corps gras, poudres sèches, colorantes ou non, ainsi que les envois d'abeilles vivantes, de sangsues et de graines de vers à soie sont admis au transport comme échantillons de marchandises, pourvu qu'ils soient conditionnés de la manière suivante:*

a) les objets en verre ou autres matières fragiles doivent être emballés solidement (boîtes en métal, en bois ou en carton ondulé de qualité solide), de manière à prévenir tout danger pour les agents et les correspondances;

b) les liquides, huiles et corps facilement liquéfiables doivent être insérés dans des récipients hermétiquement fermés. Chaque récipient doit être placé dans une boîte spéciale en métal, en bois résistant ou en carton ondulé de qualité solide garnie de sciure de bois, de coton ou de matière spongieuse, en quantité suffisante pour absorber le liquide en cas de bris du récipient. Le couvercle de la boîte doit être fixé de manière qu'il ne puisse se détacher facilement;

c) les corps gras difficilement liquéfiables, tels que les onguents, le savon mou, les résines, etc., ainsi que les graines de vers à

ARTICLE 21

Samples. Make-up of packets

1. Samples of merchandise shall be placed in sacks, boxes or removable envelopes.

2. Articles of glass or other fragile materials, articles containing liquids, oils, fatty substances, dry powders (whether dyes or not), as well as articles containing live bees, leeches and silkworm eggs, are admitted to conveyance as samples of merchandise, provided that they are packed in the following manner:

(a) Articles of glass or other fragile materials must be securely packed (in boxes of metal, wood, or strong corrugated pasteboard) so as to avoid all danger to postal employees and the mails;

(b) Liquids, oils, and substances which easily liquefy must be inclosed in hermetically sealed receptacles. Each receptacle must be placed in a separate box of metal, strong wood or strong corrugated pasteboard containing enough sawdust, cotton, or spongy material to absorb the liquid in the event of breakage of the receptacle. The cover of the box must be fastened in such a way that it can not be easily detached:

(c) Fatty substances which do not easily liquefy, such as ointments, soft soap, resin, etc., as well as silkworm eggs, the trans-

Packing, etc.

Special directions for designated articles.

Glass, etc.

Liquids, etc.

Fatty substances, etc.

soie, dont le transport offre moins d'inconvénients, doivent être enfermés sous une première enveloppe (boîte, sac en toile, parchemin, etc.), placée, elle-même dans une seconde boîte en bois, en métal ou en cuir fort et épais;

Dyes, etc.

d) les *poudres sèches* colorantes, telles que l'aniline, etc., ne sont admises que dans des boîtes en fer-blanc résistant, placées à leur tour dans des boîtes en bois avec de la sciure entre les deux emballages. Les poudres sèches non colorantes doivent être placées dans des boîtes en métal, en bois ou en carton; ces boîtes doivent être elles-mêmes enfermées dans un sac en toile ou en parchemin;

Live bees.

e) les abeilles vivantes et les *sangsues* doivent être enfermées dans des boîtes disposées de façon à éviter tout danger.

Articles in sealed containers.

3.—Les objets qui se gâteraient, s'ils étaient emballés d'après les règles générales, peuvent exceptionnellement être admis sous un emballage hermétiquement fermé. Dans ce cas, les Administrations intéressées peuvent exiger que l'expéditeur ou le destinataire facilite la vérification du contenu, soit en ouvrant quelques-uns des envois désignés par elles, soit d'une autre manière satisfaisante.

Single articles.

4.—Il n'est pas exigé d'emballage pour les objets d'une seule pièce, tels que pièces de bois, pièces métalliques, etc., qu'il n'est pas dans les usages du commerce d'emballer.

Addressing, etc.

5.—L'adresse du destinataire doit être indiquée, autant que possible, sur l'emballage ou sur l'objet lui-même. Si l'emballage ou l'objet ne se prête pas à l'inscription de l'adresse et des indications de service ou à l'application des timbres-poste, il doit être fait usage d'une étiquette volante, de préférence en parchemin, attachée solidement. Il en est de même lorsque le timbrage est susceptible de provoquer la détérioration de l'envoi.

mission of which presents fewer difficulties, must be inclosed in an inside cover (box, bag of linen or parchment, etc.), which must itself be placed in a second box of wood, metal, or stout, thick leather;

(d) Dry powdered dyes such as aniline, etc., are not admitted unless inclosed in stout tin boxes, placed in turn inside wooden boxes, with sawdust between the two packings. Dry non-coloring powders must be placed in boxes of metal, wood or pasteboard; these boxes themselves must be inclosed in a bag of linen or parchment.

(e) Live bees and leeches must be inclosed in boxes so constructed as to avoid all danger

3. Articles which would deteriorate if packed in accordance with the general rules may, as an exception, be admitted in a hermetically sealed container. In such a case, the Administrations concerned may require the sender or the addressee to facilitate verification of the contents either by opening certain articles indicated by them or in some other satisfactory manner.

4. No packing is required for articles consisting of a single piece, such as pieces of wood, metal, etc., which it is not the custom of the trade to pack.

5. The address of the addressee shall be indicated, as far as possible, on the wrapper or on the article itself. If the packing or the article does not lend itself to the inscription of the address and the service indications or to the application of the postage stamps, use must be made of a tag, preferably of parchment, attached securely. The same applies when stamping is likely to damage the article.

ARTICLE 22.

Objets assimilés aux échantillons.

Sont admis au tarif des échantillons: les clichés d'imprimerie, les clefs isolées, les fleurs fraîches coupées, les objets d'histoire naturelle (animaux et plantes séchés ou conservés, spécimens géologiques, etc.), tubes de sérum et objets pathologiques rendus inoffensifs par leur mode de préparation et d'emballage. Ces objets, à l'exception des tubes de sérum expédiés dans un intérêt général par les laboratoires ou institutions officiellement reconnus, ne peuvent être envoyés dans un but commercial. Leur emballage doit être conforme aux prescriptions générales concernant les échantillons de marchandises.

ARTICLE 23.

Objets groupés.

1.—*La réunion dans un seul envoi d'objets de correspondance de catégories différentes est limitée aux papiers d'affaires, aux imprimés, à l'exception des impressions en relief à l'usage des aveugles, et aux échantillons de marchandises, sous réserve:*

a) que chaque objet pris isolément ne dépasse pas les limites qui lui sont applicables quant aux poids et aux dimensions;

b) que le poids total ne dépasse pas 2 kilogrammes par envoi;

c) que la taxe soit au minimum la taxe minimum des papiers d'affaires si l'envoi contient des papiers d'affaires, et la taxe minimum des échantillons s'il se compose d'imprimés et d'échantillons.

2.—*Ces dispositions ne sont applicables qu'aux objets soumis à la même taxe unitaire. Lorsqu'un Office constate la réunion dans un même envoi d'objets passible de taxes différentes, cet envoi est frappé pour son poids total de la taxe afférente à la catégorie dont le tarif est le plus élevé.*

ARTICLE 22

Articles assimilated to samples

The following are admitted at the sample rate: Electrotypes, keys sent singly, fresh cut flowers, articles of natural history (dried or preserved animals and plants, geological specimens, etc.), tubes of serum and pathological objects rendered harmless by their mode of preparation and packing. These articles, with the exception of tubes of serum sent in the general interest by laboratories or institutions officially recognized, may not be sent for commercial purposes. Their packing must be in accordance with the general regulations concerning samples of merchandise.

Analogous articles.

ARTICLE 23

Grouped articles

1. The uniting in a single packet of articles of correspondence of different classes is limited to commercial papers, to prints other than impressions in relief for the blind, and to samples of merchandise, on condition:

(a) That each article taken singly does not exceed the limits applicable to it in regard to weight and dimensions;

(b) That the total weight does not exceed 2 kilograms per packet;

(c) That the postage charge is at least the minimum charge for commercial papers if the packet contains commercial papers, and the minimum charge for samples if it is composed of prints and samples.

2. These provisions are applicable only to articles subject to the same rate per unit. When an office detects the inclusion in a single packet of articles liable to different rates, that packet is charged, for its total weight, with the rate applicable to the class for which the rate is highest.

Grouped articles.

Limitations.

Articles of different classes.

ARTICLE 24.

Small parcels.

Petits paquets.

Les petits paquets sont soumis aux dispositions prescrites pour les échantillons de marchandises en ce qui concerne la forme, le conditionnement et l'emballage.

En outre, les nom et adresse des expéditeurs doivent figurer à l'extérieur des envois.

TITRE III.

Registered articles.

Envois recommandés. Avis de réception.

CHAPITRE UNIQUE.

ARTICLE 25.

Envois recommandés.

Marking, etc.

1.—Les envois recommandés doivent porter au recto l'en-tête très apparent "Recommandé" ou une mention analogue dans la langue du pays d'origine. Lorsqu'il s'agit de lettres recommandées, elles ne peuvent présenter aucune trace d'ouverture et de fermeture antérieures au dépôt. Pour le surplus, aucune condition spéciale de forme, de fermeture ou de libellé de l'adresse n'est exigée pour ces envois, sauf les exceptions ci-après.

Exclusions, etc.

Initials.

2.—Les objets de correspondance adressés sous des initiales et ceux qui portent une adresse écrite au crayon ne sont pas admis à la recommandation.

Indelible pencil.

Toutefois, l'adresse des envois autres que ceux expédiés sous enveloppe transparente peut être écrite au crayon-encre.

Use of panel envelopes.

3.—Les objets expédiés sous enveloppe transparente ne sont admis que si le panneau fait partie intégrante de l'enveloppe.

Registry requirements.

4.—Les envois recommandés doivent être revêtus, à l'angle gauche supérieur de la suscription, d'une étiquette conforme ou analogue au modèle C 5 ci-annexé, avec l'indication en caractères, latins de la lettre "R", du nom du bureau d'origine et du numéro

Post, p. 2671.

Office, etc., marking.

ARTICLE 24

Small packets

Small packets are subject to the provisions laid down for samples of merchandise in regard to their form, preparation and packing.

Moreover, the names and addresses of the senders should appear on the outside of the packets.

TITLE III

REGISTERED ARTICLES. RETURN RECEIPTS

SOLE CHAPTER

ARTICLE 25

Registered articles

1. Registered articles must bear on the address side the very conspicuous notation "Recommandé" (registered), or a similar notation in the language of the country of origin. When it is a question of registered letters, they may not present any trace of opening and re-sealing before mailing. Outside of this, no special conditions as to form, closing or wording of the address are laid down for these articles, with the following exceptions:

2. Articles of correspondence addressed to initials, and those bearing an address written in pencil, are not accepted for registration.

However, the address of articles other than those sent in transparent envelopes may be written in indelible pencil.

3. Articles mailed in transparent envelopes are admitted only if the panel forms an integral part of the envelope.

4. Registered articles must bear in the upper left-hand corner of the address a label in conformity with or analogous to Form C 5 hereto appended, with indication in Latin Characters of the letter "R", the name of the office of origin, and the order number under

d'ordre sous lequel l'envoi est inscrit dans le registre de ce bureau.

Toutefois, il est permis aux Administrations dont le régime intérieur s'oppose actuellement à l'emploi des étiquettes, d'ajourner la mise à exécution de cette mesure et d'employer pour la désignation des envois recommandés des timbres: "Recommandé" ou "R", à côté desquels doivent figurer l'indication du bureau d'origine et celle du numéro d'ordre. Ces timbres doivent être apposés également à l'angle gauche supérieur de la suscription.

Aucun numéro d'ordre, etc., ne doit être porté au recto des objets recommandés par les Offices intermédiaires, afin d'éviter des confusions avec le numéro d'inscription de l'envoi au bureau d'origine.

ARTICLE 26.

Avis de réception.

1.—Les envois dont l'expéditeur demande un avis de réception doivent porter l'annotation très apparente "Avis de réception" ou l'empreinte d'un timbre "A. R."

2.—Ils sont accompagnés d'une formule de la consistance d'une carte postale, de couleur rouge clair, conforme ou analogue au modèle C 6 ci-annexé; cette formule est établie par le bureau d'origine ou par tout autre bureau à désigner par l'Office expéditeur et réunie, extérieurement et d'une manière solide, à l'objet auquel elle se rapporte. Si elle ne parvient pas au bureau de destination, celui-ci dresse d'office un nouvel avis de réception.

3.—Le bureau de destination, après avoir dûment rempli la formule C 6, la renvoie dans le courrier ordinaire, à découvert et en franchise de port, à l'adresse de l'expéditeur de l'objet.

4.—Lorsque l'expéditeur réclame un avis de réception qui ne lui est pas parvenu dans les délais voulus, il est procédé conformément aux règles tracées à l'article

which the article is entered in the register of that office.

However, it is permissible for the Administrations whose domestic legislation at present opposes the use of labels to defer the adoption of this measure and to continue using, for the designation of registered articles, stamps reading "Recommandé" (registered) or "R", "beside which shall appear the indication of the office of origin and that of the order number. These stamps shall likewise be applied in the upper left-hand corner of the address.

No number of order, etc., shall be placed on the front of registered articles by the intermediate Administrations, in order to prevent confusion with the number of entry of the article at the office of origin.

ARTICLE 26

Return receipts

1. Articles for which the sender requests a return receipt must be plainly marked "Avis de réception" (return receipt), or bear the imprint of a stamp "A. R."

2. They are accompanied by a form of the consistency of a post card, light red in color, conforming or analogous to Form C 6 here-to appended; this form is made up by the office of origin or any other office to be designated by the Administration of origin, and fastened securely to the outside of the article to which it relates. If it does not reach the office of destination, the latter officially makes up a new return receipt.

3. The office of destination, after having duly filled in the Form C 6, returns it in the ordinary mail, without cover and free of postage, to the address of the sender of the article.

4. When the sender makes inquiry about a return receipt which has not reached him within a reasonable period, the procedure set forth in the following Article is

Labels.

Marking return receipts.

Form, etc.

Return to sender.

Post, p. 2672.

Tracers.

suisant. Dans ce cas, il n'est pas perçu une deuxième taxe et le bureau d'origine inscrit en tête de la formule C 6 la mention: "Duplicata de l'avis de réception, etc."

ARTICLE 27.

Return receipts.

Avis de réception demandé postérieurement au dépôt.

Request after mailing.

1.—Lorsque l'expéditeur demande un avis de réception d'un envoi recommandé postérieurement au dépôt, le bureau d'origine remplit une formule C 6.

Post, p. 2672.

Attached to tracer.

Post, p. 2688.

Cette formule est attachée à une réclamation modèle C 13 revêtue d'un timbre-poste représentant la taxe due et traitée selon les prescriptions de l'article 51 ci-après, à cette seule exception que, en cas de distribution régulière de l'envoi, le bureau de destination retire la formule C 13 et renvoie la formule C 6 à l'origine, de la manière prescrite au § 3 de l'article précédent.

Provisions applicable.

Post, p. 2618.

2.—Les dispositions particulières adoptées par les Administrations en vertu de l'article 51 ci-après, pour la transmission des réclamations d'envois recommandés, sont applicables aux demandes d'avis de réception formulées postérieurement au dépôt.

TITRE IV.

Collect on delivery articles.

Envois contre remboursement.

CHAPITRE UNIQUE.

ARTICLE 28.

Indications à porter sur l'envoi.

Notations required.

1.—Les envois recommandés gravés de remboursement doivent porter sur le recto l'en-tête "Remboursement", écrit ou imprimé d'une manière très apparente, et suivi de l'indication du montant du remboursement en caractères latins, en toutes lettres et en chiffres arabes, sans rature ni surcharge, même approuvées.

followed. In such a case, a second fee is not collected, and the office of origin enters at the head of the Form C 6 the note "Duplicata de l'avis de réception, etc." (duplicate return receipt, etc.).

ARTICLE 27

Return receipts requested after mailing

1. When the sender requests a return receipt for a registered article after mailing, the office of origin fills out a Form C 6.

This form is attached to a tracer, Form C 13, with a postage stamp affixed representing the charge due, and treated in accordance with the provisions of Article 51 hereafter, with the sole exception that, in case of regular delivery of the article, the office of destination removes the Form C 13 and returns the Form C 6 to origin, in the manner prescribed by Section 3 of the preceding Article.

2. The special provisions adopted by Administrations by virtue of Article 51 hereafter for the transmission of inquiries for registered articles are applicable to requests for return receipts made after mailing.

TITLE IV

COLLECT-ON-DELIVERY ARTICLES

SOLE CHAPTER

ARTICLE 28

Notations to be made on the article

1. Registered C. O. D. articles must bear, at the head of the address side, the note "Remboursement" (Collect on delivery), plainly written or printed, and followed by the amount of the charges, written in full in Latin characters and Arabic figures, without erasure or overwriting, even if approved.

2. L'expéditeur doit indiquer au recto de l'envoi son nom et son adresse en caractères latins. *Lorsque le montant encaissé est à verser en compte courant postal dans le pays de destination, l'envoi doit porter, en outre, du côté de la suscription, l'annotation suivante libellée en français ou dans une autre langue connue dans le pays de destination:*

"A porter au crédit du compte des chèques postaux No----- de M----- à ----- tenu par le bureau des chèques d-----"

ARTICLE 29.

Etiquette.

Les envois contre remboursement doivent être revêtus, au recto, d'une étiquette de couleur orange, conforme au modèle C 7 ci-annexé.

ARTICLE 30.

Mandat de remboursement.

Sauf le cas prévu à l'article 31 ci-après, tout envoi contre remboursement est accompagné d'une formule de mandat de remboursement en carton résistant de couleur vert clair conforme au modèle C 8 ci-annexé. Cette formule doit porter l'indication du montant du remboursement dans la monnaie du pays d'origine et indiquer, en règle générale, l'expéditeur de l'envoi comme bénéficiaire du mandat. Cependant, chaque Administration est libre de faire adresser aux bureaux d'origine des envois, ou à d'autres de ses bureaux, les mandats afférents aux envois originaires de son service. Le coupon du mandat de remboursement doit indiquer le nom et l'adresse du destinataire de l'envoi, ainsi que le lieu et la date de dépôt de cet envoi.

Le mandat est réuni d'une manière solide à l'objet auquel il se rapporte.

2. The sender must indicate on the front of the article his name and address in Latin characters. When the amount to be collected is to be turned over to a current postal account in the country of destination, the article shall also bear on the address side the following notation in French or in another language known in the country of destination:

"To be credited to postal-check account No----- of Mr----- at -----, kept by the check office of-----"

Sums credited to postal account.

Form.

ARTICLE 29

Label

C. O. D. articles must bear on the front an orange label in conformity with Form C 7 hereto appended.

Label

ARTICLE 30

C. O. D. money order

Except in the case contemplated by Article 31 below, every C. O. D. article is accompanied by a form of C. O. D. money order of strong cardboard, of light green color, conforming to Model C 8 hereto appended. This form shall bear the indication of the amount to be collected in money of the country of origin, and, as a general rule, indicate the sender of the article as the payee of the money order. However, any Administration is at liberty to cause the money orders relating to articles originating in its service to be addressed to the offices of origin of the articles, or to others of its offices. The coupon of the C. O. D. money order shall indicate the name and address of the addressee of the article, as well as the place and date of mailing of that article.

Money order form with articles.

Post, p. 2673.

The money order is securely attached to the article to which it relates.

ARTICLE 31.

Versement en compte courant postal.

ARTICLE 31

Transfer to a current postal account

Transfer bulletin.

Tout envoi dont le montant encaissé doit être versé en compte courant postal dans le pays de destination est accompagné, sauf arrangement contraire, d'un bulletin de versement conforme à la formule prescrite dans le service intérieur de ce pays. Le bulletin doit désigner le titulaire du compte à créditer et contenir toutes les autres indications que comporte le texte de la formule, à l'exception du montant à créditer qui sera inscrit par l'Office de destination après encaissement du montant du remboursement. Si le bulletin de versement est pourvu d'un coupon, l'expéditeur y mentionne son nom et son adresse, ainsi que les autres indications qu'il juge nécessaires.

Le bulletin de versement est réuni solidement à l'objet.

ARTICLE 32.

Conversion du montant du remboursement.

Conversion of collections.

Sauf entente contraire, le montant des remboursements exprimé dans la monnaie du pays d'origine de l'envoi est converti en monnaie du pays destinataire par les soins de l'Administration de ce pays, qui se sert du taux de conversion dont elle fait usage pour la conversion des mandats de poste à destination du pays d'origine des envois.

ARTICLE 33.

Divergence entre les indications du montant du remboursement.

Settlement of differences in delivery charges.

En cas de divergence entre les indications du montant du remboursement figurant sur l'envoi et sur le mandat, la somme la plus élevée doit être encaissée sur le destinataire.

Every article whose amount, when collected, is to be turned over to a current postal account in the country of destination is accompanied, barring contrary agreement, by a transfer bulletin conforming to the model prescribed in the domestic service of that country. The bulletin shall designate the holder of the account to be credited and shall contain all other information called for by the text of the form, with the exception of the amount to be credited, which will be entered by the Administration of destination after collecting the amount of the C. O. D. charge. If the transfer bulletin has a coupon, the sender mentions thereon his name and address, as well as such other information as he deems necessary.

The transfer bulletin is attached securely to the article.

ARTICLE 32

Conversion of the amount collected

Barring contrary agreement, the amount collected, expressed in money of the country of origin of the article, is converted into money of the country of destination by the Administration of that country, which makes use of the conversion rates which it employs for the conversion of money orders destined for the country of origin of the articles.

ARTICLE 33

Difference between the indications of the amount of the C. O. D. charge.

In case of difference between the indications of the amount of the charge to be collected on delivery shown on the article and on the money order, the higher sum shall be collected from the addressee.

Si celui-ci refuse de verser cette somme, l'envoi peut être livré, sauf l'exception prévue ci-après, contre paiement de la somme inférieure, mais sous réserve qu'un paiement complémentaire sera effectué, s'il y a lieu, dès réception des renseignements qui seront fournis par l'Office expéditeur. Si le destinataire n'accepte pas cette condition, il est sursis à la livraison de l'envoi.

If the latter refuses to pay that sum, the article may be delivered, except as provided below, upon payment of the lower sum but with the understanding that an additional payment is to be made, if necessary, upon receipt of the information which will be furnished by the dispatching Administration. If the addressee does not accept that condition, the delivery of the article is postponed.

Refusal to pay.

Dans tous les cas, une demande de renseignements est transmise immédiatement à l'Office expéditeur qui doit y répondre, dans le plus court délai possible, en précisant le montant exact du remboursement.

In all cases, a request for information is sent immediately to the dispatching Administration, which must reply thereto as soon as possible, stating the precise amount to be collected.

Lorsque le destinataire est de passage ou doit s'absenter, le paiement de la somme la plus élevée peut être exigé. En cas de refus, l'envoi n'est livré qu'à la réception de la réponse à la demande de renseignements.

When the addressee is traveling or must be away, the payment of the higher sum may be required. In case of refusal, the article is not delivered until reply is received to the request for information.

Addressee away.

ARTICLE 34.

Délai de paiement.

ARTICLE 34

Period for payment

Le montant du remboursement doit être payé dans un délai de 7 jours à compter du lendemain de l'arrivée de l'envoi au bureau destinataire. Ce délai peut être étendu jusqu'au maximum d'un mois par les Administrations auxquelles leur législation en fait une obligation. A l'expiration du délai de garde, l'objet est renvoyé au bureau d'origine. L'expéditeur peut toutefois demander par une annotation le retour immédiat de l'objet, si le destinataire refuse de payer le montant du remboursement lors de la première présentation.

The amount to be collected must be paid within a period of 7 days, counting from the day following the arrival of the article at the office of destination. This period may be extended up to a maximum of one month by Administrations compelled by their legislation to do so. At the expiration of the period of retention, the article is returned to the office of origin. The sender may, however, by an annotation, request the immediate return of the article if the addressee refuses to pay the amount indicated when the article is first tendered for delivery.

Time for paying amount of order.

Return to sender.

ARTICLE 35.

Réduction ou annulation du remboursement.

ARTICLE 35

Reduction or cancelation of the amount to be collected on delivery

1.—Les demandes d'annulation ou de réduction du montant du remboursement sont soumises aux règles et formalités prescrites par l'article 48 ci-après.

1. Requests for cancelation or reduction of the amount to be collected are subject to the rules and formalities prescribed by Article 48 hereafter.

Reduction, etc., of sums to be collected.

Telegraphic requests.

S'il s'agit d'une demande télégraphique, celle-ci doit être confirmée, par le premier courrier, par une demande postale accompagnée du fac-similé dont il est question à l'article 48, § 1, et portant en tête l'annotation soulignée au crayon de couleur "Confirmation de la demande télégraphique du . . ."

Post, p. 2616.

Dans ce cas, le bureau destinataire se borne à retenir l'envoi à la réception du télégramme et attend la confirmation postale pour faire droit à la demande.

Toutefois, l'Office destinataire peut, sous sa propre responsabilité, donner suite à une demande télégraphique sans attendre cette confirmation.

Mail requests.

Post, p. 2604.

2.—Excepté le cas prévu à l'article 31, toute demande par voie postale de réduction du montant du remboursement doit être accompagnée d'une nouvelle formule de mandat de remboursement indiquant le montant rectifié.

Money-order forms corrected.

Lorsqu'il s'agit d'une demande par voie télégraphique, le mandat de remboursement doit être remplacé par le bureau destinataire aux conditions déterminées par l'article 38 ci-après.

Post, p. 2607.

ARTICLE 36.

Réexpédition.

Forwarding to new destination.

Les envois recommandés grevés de remboursement peuvent être réexpédiés si le pays de la nouvelle destination assure, avec celui d'origine, le service des envois de cette catégorie. Dans ce cas, les envois sont accompagnés des formules de mandats de remboursement établies par le service d'origine. L'Office de la nouvelle destination procède à la liquidation des remboursements comme si les envois lui avaient été expédiés directement.

Exception.

Ne peuvent être réexpédiés les envois dont le montant encaissé doit être versé en compte courant postal dans le pays de destination primitif.

In case of a telegraphic request, it must be confirmed by the first mail by a postal request accompanied by the facsimile mentioned in Article 48, Section 1, and bearing at the head the notation, underlined in colored pencil, "Confirmation of the telegraphic request of -----".

In this case, the office of destination merely holds the article on receipt of the telegram, and waits for the confirmation by mail before complying with the request.

However, the Administration of destination may, on its own responsibility, comply with a telegraphic request without waiting for such confirmation.

2. Except in the case contemplated by Article 31, every request made by mail for reduction of the amount to be collected on delivery shall be accompanied by a new C. O. D. money-order form indicating the corrected amount.

In the case of a request by telegraph, the C. O. D. money order shall be replaced by the office of destination on the conditions fixed by Article 38 below.

ARTICLE 36

Forwarding

Registered C. O. D. articles may be forwarded if the country of new destination carries on the C. O. D. service with the country of origin. In such a case, the articles are accompanied by the C. O. D. money-order forms made out by the country of origin. The Administration of new destination proceeds to settle for the C. O. D. charges as if the article had been sent to it direct.

Articles on which the amount collected is to be turned over to a current postal account in the original country of destination may not be forwarded.

ARTICLE 37.

Emission du mandat de remboursement ou du bulletin de versement.

Immédiatement après avoir encaissé le montant du remboursement, le bureau de destination, ou tout autre bureau désigné par l'Administration destinataire, remplit la partie "Indications de service" du mandat de remboursement et, après avoir apposé son timbre à date, le renvoie sans taxe à l'adresse indiquée.

Lorsqu'une demande de renseignements sur le montant exact du remboursement a été adressée, à l'Office d'origine, il est sursis à l'envoi du mandat jusqu'à la réception de la réponse à cette demande.

Les mandats de remboursement sont payés aux expéditeurs des envois dans les conditions déterminées par chaque Administration.

Les bulletins de versement des envois contre remboursement, dont le montant doit être porté à un compte courant postal dans le pays de destination, sont traités d'après le régime intérieur des chèques et virements postaux de ce pays.

ARTICLE 38.

Annulation ou remplacement des formules de mandats de remboursement ou de bulletins de versement.

1.—Les formules de mandats de remboursement qui deviennent inutilisables par suite de demandes d'annulation ou de réduction du montant du remboursement, de même que les formules de bulletin de versement devenues inutilisables en cas d'annulation du montant du remboursement (article 35) sont détruites par les soins de l'Office destinataire des envois.

2.—Les formules afférentes aux envois grevés de remboursement, qui, pour un motif quelconque, sont renvoyés à l'origine, doivent être annulées par les soins de l'Office qui effectue le renvoi.

ARTICLE 37

Issue of the C. O. D. money order or transfer bulletin

Immediately after collecting the amount of the C. O. D. charge, the office of destination, or any other office designated by the Administration of destination, fills in the part of the C. O. D. money order entitled "Service Indications", and, after placing its date stamp thereon, returns it free of postage to the address indicated.

Issue of C. O. D. money order.

When a request for information as to the exact amount of the C. O. D. charge has been sent to the Administration of origin, the sending of the money order is postponed until the reply to that inquiry is received.

Inquiry of amount charged.

C. O. D. money orders are paid to the senders of the articles on the conditions fixed by each Administration.

The transfer bulletins of C. O. D. articles whose amount is to be transferred to a current postal account in the country of destination are treated in accordance with the domestic regulations of that country concerning postal checks and transfers.

Treatment of transfer bulletins, etc.

ARTICLE 38

Cancellation or replacement of C. O. D. money-order or transfer-bulletin forms

1. C. O. D. money-order forms which become useless as a result of requests for cancellation or reduction of the C. O. D. charge, as well as transfer-bulletin forms which have become useless in case of cancellation of the amount of the C. O. D. charge (Article 35), are destroyed by the office of destination of the articles.

Money order forms. Cancellation, etc.

2. The forms relating to C. O. D. articles returned to origin for any reason shall be canceled by the Administration which effects the return.

Ante. p. 2605.

Duplicates for lost.

3.—Lorsque les formules afférentes aux envois grevés de remboursement sont égarées, perdues ou détruites avant l'encaissement du remboursement, le bureau destinataire en établit des duplicata sur formule *C 8* ou formule de bulletin de versement, selon le cas.

Post, p. 2673.

3. When the forms relating to C. O. D. articles are lost, misplaced or destroyed before the amounts are collected, the office of destination makes up duplicates on Form C 8, or on the transfer-bulletin form, as the case may be.

ARTICLE 39.

Mandats de remboursement non délivrés ou non encaissés.

Undelivered or unpaid money orders.

1.—Les mandats de remboursement qui n'ont pu être délivrés aux bénéficiaires sont, après avoir été éventuellement soumis à la formalité du visa pour date, quittancés par l'Office d'origine des envois que ces titres concernent et portés en compte à l'Office qui les a émis.

Il en est de même des mandats de remboursement qui ont été remis aux ayants droit, mais dont le montant n'a pas été encaissé. Toutefois, ces titres doivent, au préalable, être remplacés par des autorisations de paiement dressées par l'Office d'origine des mandats.

Indorsement for extension of validity, etc.

2.—Les visas pour date et les autorisations de paiement des mandats de remboursement sont accordés dans les conditions prévues par l'Arrangement des mandats.

ARTICLE 40.

Décompte des mandats de remboursement.

Accounting, etc.

1.—Sauf entente contraire, le décompte relatif aux mandats de remboursement payés par chaque Office pour le compte d'un autre Office est effectué au moyen d'annexes aux comptes mensuels des mandats de poste (modèle *C 9* ci-annexé).

Post, p. 2674.

Supplements, etc.

2.—Dans ces annexes, qui sont accompagnées des mandats de remboursement payés et quittancés, les mandats sont inscrits par ordre alphabétique des bureaux d'émission et par ordre

ARTICLE 39

Undelivered or unpaid C. O. D. money orders

1. C. O. D. money orders which have not been able to be delivered to the payees are, after having been submitted, if necessary, to the formality of indorsement for extension of validity, receipted by the Administration of origin of the articles to which the orders relate, and entered to the account of the Administration which has issued them.

The same applies to C. O. D. money orders which have been delivered to the payees, but whose amounts have not been collected. However, such orders should first be replaced by authorizations for payment made up by the Administration of origin of the orders.

2. Indorsement for extension of validity and authorizations for payment of C. O. D. money orders are given under the conditions prescribed by the Money-Order Agreement.

ARTICLE 40

Account of C. O. D. money orders

1. Barring contrary agreement, the accounting relative to C. O. D. money orders paid by each Administration on behalf of another Administration is effected by means of supplements (Form C 9 hereto appended) to the monthly money-order accounts.

2. In these supplements, which are accompanied by the paid and receipted C. O. D. money orders, the orders are entered in alphabetical order of the offices of issue and in numerical order of

numérique de leur inscription aux registres de ces bureaux. L'Office qui a établi le compte déduit de la somme totale de sa créance le montant des taxes et droits revenant à l'Office correspondant, conformément à l'article 71 de la Convention.

3.—Le solde du compte C 9 est ajouté, autant que possible, à celui du compte mensuel des mandats de poste établi pour la même période. La vérification et la liquidation de ces comptes sont effectuées selon les règles fixées par le Règlement des mandats de poste.

TITRE V.

Opérations au départ et à l'arrivée des envois.

CHAPITRE UNIQUE.

ARTICLE 41.

Application du timbre à date.

1.—Les correspondances sont frappées au recto par le bureau d'origine d'un timbre indiquant, autant que possible en caractères latins, le lieu d'origine et la date du dépôt à la poste.

Dans les localités pourvues de plusieurs bureaux de poste, le timbre doit indiquer quel est le bureau de dépôt.

L'application du timbre prévu aux alinéas précédents n'est pas obligatoire pour les imprimés affranchis au moyen d'empreintes à la presse d'imprimerie ou par d'autres procédés prévus à l'article 46 de la Convention.

2.—Tous les timbres-poste valables doivent être oblitérés.

Les timbres-poste non oblitérés par suite d'erreur ou d'omission dans le service d'origine doivent être biffés d'un fort trait ou annulés d'une autre manière par le bureau qui constate l'irrégularité, mais ils ne sont pas frappés du timbre à date.

3.—Les correspondances mal dirigées doivent être frappées de

their entry in the registers of those offices. The Administration which has made up the account deducts, from the total amount of its credit-balance, the amount of the rates and fees due to the corresponding Administration, in accordance with Article 71 of the Convention.

3. The balance of the account C 9 is added, as far as possible, to that of the monthly money-order account made up for the same period. The verification and settlement of these accounts are effected in accordance with the rules fixed by the Regulations of the Money-Order Agreement.

TITLE V

OPERATIONS UPON DEPARTURE AND ARRIVAL OF MAILS

Departure and arrival of mails.

SOLE CHAPTER

ARTICLE 41

Application of the date stamp

1. Correspondence is post-marked on the front by the office of origin with a stamp indicating, in Latin characters as far as possible, the place of origin and date of mailing.

In localities having several post offices, the stamp must indicate which is the office of mailing.

The application of the stamp contemplated in the preceding paragraphs is not obligatory for prints prepaid by means of printed impressions or by other processes provided for in Article 46 of the Convention.

2. All valid postage stamps must be canceled.

Postage stamps which have not been canceled, thru error or omission on the part of the service of origin, must be marked thru with a heavy line or canceled in some other manner by the office which detects the irregularity, but they are not struck with the dating stamp.

3. Missent correspondence must be struck with the impression of

Ante, p. 2562.

Verification, etc.

Post, p. 2674.

Use of date stamp.

Optional, on prints.

Ante, p. 2548.

Cancellation.

Missent, etc., mails.

l'empreinte du timbre à date du bureau auquel elles sont parvenues par erreur. Cette obligation incombe non seulement aux bureaux sédentaires, mais aussi aux bureaux ambulants, dans la mesure du possible.

Ship letters.

4.—Le timbrage des correspondances déposées sur les navires incombe à l'agent des postes ou à l'officier du bord chargé du service, ou, à leur défaut, au bureau de poste de l'escale auquel ces correspondances sont livrées à découvert. Dans ce cas, le bureau les frappe de son timbre à date et y appose la mention "Navire", "Paquebot" ou toute autre analogue.

Notation.

the date stamp of the office at which it arrives thru error. This obligation is imposed not only upon the fixed post offices, but also upon the traveling post offices, as far as possible.

4. The stamping of correspondence mailed on board ships is incumbent upon the postal agent or the officer on board in charge of the service, or, in their absence, upon the post office at the port of call where such correspondence is delivered in open mail. In this case, the office strikes the articles with its date stamp and places on them the note "Navire" (ship), "Paquebot" (mail steamer), or a similar notation.

ARTICLE 42.

Envois express.

Special delivery.

Les envois à remettre par express sont pourvus, autant que possible à côté de l'indication du lieu de destination, d'une étiquette imprimée de couleur rouge foncé portant en gros caractères le mot "Express."

ARTICLE 43.

Envois non affranchis ou insuffisamment affranchis.

Unpaid, etc., charges.

1.—Les correspondances pour lesquelles une taxe quelconque doit être perçue postérieurement au dépôt, soit du destinataire, soit de l'expéditeur, en cas de mise en rebut, sont frappées du timbre T (taxe à payer) à l'angle droit supérieur du recto; l'indication en francs et centimes du montant à percevoir est inscrite en chiffres très lisibles, à côté de ce timbre.

Stamping requirements.

2.—L'application du timbre T ainsi que l'indication du montant à percevoir incombent à l'Office d'origine ou, en cas de réexpédition ou de mise en rebut, à l'Office réexpéditeur.

Toutefois, s'il s'agit d'envois provenant de pays qui appliquent des taxes réduites dans les rela-

ARTICLE 42

Special-delivery articles

Articles to be specially delivered shall have affixed, as far as possible beside the indication of the place of destination, a printed label of deep red color bearing in large characters the word "Express" (special delivery).

ARTICLE 43

Articles not prepaid or insufficiently prepaid

1. Articles of correspondence on which any charge must be collected after mailing, either from the addressee, or from the sender in case of return as undeliverable, are marked with the "T" (postage due) stamp, in the upper right-hand corner of the front; the indication in francs and centimes of the amount to be collected is entered in very legible figures beside that stamp.

2. The application of the T-stamp, as well as the indication of the amount to be collected, is incumbent upon the Administration of origin, or, in case of reforwarding or return as undeliverable, upon the reforwarding Administration.

However, if it is a question of articles coming from countries which apply reduced rates in rela-

tions, avec l'Office réexpéditeur, le montant à percevoir est indiqué par l'Office distributeur.

3.—L'Office distributeur frappe l'envoi de la taxe à percevoir.

4.—Tout envoi ne portant pas le timbre T est considéré comme dûment affranchi et traité en conséquence, sauf erreur évidente.

5.—Il n'est pas tenu compte des timbres-poste non valables pour l'affranchissement. Dans ce cas, le chiffre zéro (0) est placé à côté de ces timbres-poste, qui doivent être encadrés au crayon.

ARTICLE 44.

Renvoi des bulletins d'affranchissement. Récupération des droits avancés.

1.—Après la livraison d'un envoi franc de droits au destinataire, le bureau qui a fait l'avance des frais de douane ou autres pour le compte de l'expéditeur complète, en ce qui le concerne, les indications qui figurent au verso du bulletin d'affranchissement et transmet ce dernier, accompagné des pièces justificatives, sous enveloppe fermée, sans indication du contenu, au bureau d'origine de l'envoi.

Toutefois, chaque Administration a le droit de faire effectuer, par des bureaux spécialement désignés, le renvoi des bulletins d'affranchissement grevés de frais et de demander que les bulletins soient transmis à un bureau déterminé. Dans ce dernier cas, le nom du bureau auquel les bulletins doivent être renvoyés est inscrit par le bureau expéditeur de l'envoi au recto du bulletin d'affranchissement.

2.—Lorsqu'un envoi qui porte l'étiquette "Franc de droits" parvient au service destinataire sans bulletin d'affranchissement, le bureau chargé du dédouanement établit un duplicata du bulletin; le nom du pays d'origine est substitué à celui de l'Office dont il relève et la date du dépôt de l'envoi est, autant que possible, mention-

tions with the reforwarding Administration, the amount to be collected is indicated by the delivering Administration.

3. The delivering Administration indicates on the article the amount of the postage to be collected.

4. Every article not bearing the T-stamp is considered as duly prepaid and treated accordingly, save in case of evident error.

5. Account is not taken of postage stamps not valid for prepayment. In such a case, the figure zero (0) is placed beside such stamps, which shall be inclosed in pencil.

ARTICLE 44

Return of prepayment bulletins. Recovery of charges advanced

1. After the delivery of an article free of charges to the addressee, the office which has made the advance of the customs or other charges on behalf of the sender completes, in regard to itself, the indications which appear on the back of the prepayment bulletin, and transmits the latter, accompanied by the supporting papers, in a sealed envelope, without indication of the contents, to the office of origin of the article.

However, each Administration has the right to have the return of the prepayment bulletins bearing charges effected by offices specially designated, and to request that the bulletins be sent to a certain office. In the latter case, the name of the office to which the bulletins are to be returned is entered by the dispatching office of the article on the front of the prepayment bulletin.

2. When an article bearing the label "Franc de droits" (free of charges) reaches the office of destination without any prepayment bulletin, the office charged with the customs clearance makes up a duplicate bulletin; the name of the country of origin is substituted for that of the Administration to which it belongs, and the

Amount due to be stated.

Presumption of prepayment.

Without valid stamps.

Recovery of customs, etc., advances.

Return of prepayment bulletins.

Further instructions.

Duplicate bulletin substituted for lost original.

née. Lorsque le bulletin d'affranchissement est perdu après livraison de l'envoi, un duplicata est établi dans les mêmes conditions.

Cancellation of bulletins on return of article, etc.

3.—*Les bulletins d'affranchissement afférents aux envois qui, pour un motif quelconque, sont renvoyés, à l'origine et dont le dédouanement n'a pas encore été effectué par l'Office destinataire doivent être annulés par les soins de cet Office.*

Currency conversions.

4.—*A la réception d'un bulletin d'affranchissement indiquant les frais déboursés par le service destinataire, l'Office d'origine convertit le montant de ces frais dans sa propre monnaie à un taux qui ne doit pas être supérieur au taux fixé pour l'émission des mandats de poste à destination du pays correspondant. Le résultat de la conversion est indiqué dans le corps de la formule et sur le coupon latéral; il est appuyé de la signature de l'agent qui a opéré la conversion. Après avoir recouvré le montant des frais, le bureau d'origine remet à l'expéditeur le coupon du bulletin et, le cas échéant les pièces justificatives.*

date of mailing of the article is mentioned, as far as possible. When the prepayment bulletin is lost after the delivery of the article, a duplicate is prepared under the same conditions.

3. Prepayment bulletins belonging to articles which are returned to origin for any reason and whose customs clearance has not yet been effected by the Administration of destination shall be canceled by that Administration.

4. On receipt of a prepayment bulletin indicating the charges paid by the service of destination, the Administration of origin converts the amount of those charges into its own money at a rate which must not be higher than the rate fixed for the issuance of money orders destined for the corresponding country. The result of the conversion is indicated in the body of the form and on the coupon at the side; it is supported by the signature of the agent who has effected the conversion. After having recovered the amount of the charges, the office of origin delivers the coupon of the bulletin, and, if need be, the supporting papers, to the sender.

ARTICLE 45.

Envois réexpédiés.

Forwarded articles.

1.—*Les correspondances adressées à des destinataires ayant changé de résidence sont considérées comme adressées directement du lieu d'origine au lieu de la nouvelle destination.*

Insufficiently prepaid, etc.

2.—*Les envois non affranchis ou insuffisamment affranchis pour leur premier parcours sont frappés de la taxe applicable aux envois de même nature directement adressés du point d'origine au lieu de la destination nouvelle.*

Prepaid for part of journey.

3.—*Les envois régulièrement affranchis pour leur premier parcours, et dont le complément de taxe afférent au parcours ultérieur n'a pas été acquitté avant leur*

ARTICLE 45

Forwarded articles

1. Correspondence addressed to persons who have changed their residence is considered as addressed directly from the place of origin to the place of new destination.

2. Articles which are not prepaid, or which are insufficiently prepaid for the first part of their journey, are marked with charge applicable to articles of the same nature addressed directly from the point of origin to the place of new destination.

3. Articles regularly prepaid for the first part of their journey and on which the additional charge for their subsequent transmission has not been paid before

réexpédition, sont frappés d'une taxe égale à la différence entre le prix d'affranchissement déjà acquitté et celui qui aurait été perçu si les envois avaient été expédiés primitivement sur leur nouvelle destination.

4.—Les envois primitivement adressés à l'intérieur d'un pays et dûment affranchis selon le régime intérieur sont considérés comme des envois régulièrement affranchis pour leur premier parcours.

5.—Les envois ayant circulé primitivement en franchise postale dans l'intérieur d'un pays sont frappés de la taxe applicable aux envois affranchis de même nature adressés directement du point d'origine au lieu de la destination nouvelle.

6.—Lors de la réexpédition, le bureau destinataire applique, dans tous les cas, son timbre à date au recto des lettres et des cartes postales.

7.—Les correspondances ordinaires ou recommandées, qui, portant une adresse incomplète ou erronée, sont renvoyées aux expéditeurs pour qu'ils la complètent ou la rectifient, ne sont pas, quand elles sont remises dans le service avec une suscription complétée ou rectifiée, considérées comme des correspondances réexpédiées, mais bien comme de nouveaux envois et deviennent, par suite, passibles d'une nouvelle taxe.

8.—*Les droits de douane et les autres droits non postaux dont l'annulation n'a pu être obtenue à la réexpédition ou au renvoi à l'origine (article 47) sont recouvrés, par voie de remboursement, sur l'Office de la nouvelle destination. L'Office de la destination primitive joint dans ce cas à l'envoi une note explicative et un mandat de remboursement (modèle C 8).*

Si le service de remboursement n'existe pas dans les relations entre les Administrations intéressées, les droits en cause sont recouvrés par voie de correspondance,

their redirection are marked with a charge equal to the difference between the amount of postage already paid and that which would have been collected if the articles had originally been sent to their new destination.

4. Articles originally addressed to the interior of a country and duly prepaid in accordance with the domestic rates are considered as articles regularly prepaid for their first transmission.

5. Articles originally sent free of postage in the domestic service of a country are marked with the charge applicable to prepaid articles of the same nature addressed directly from the point of origin to the place of new destination.

6. At the time of forwarding, the office of destination applies its date stamp in all cases to the front of letters and post cards.

7. Ordinary or registered correspondence which bears an incomplete or incorrect address and is returned to the senders for completion or correction is not, when returned to the service with a completed or corrected address, considered as redirected correspondence, but rather as new correspondence, and is therefore liable to new postage charges.

8. The customs duties and other non-postal charges of which it has been impossible to obtain the cancellation upon redirection or return to origin (Article 47) are recovered thru the C. O. D. service from the Administration of new destination. In this case, the Administration of original destination attaches to the article an explanatory note and a C. O. D. money order (Form C 8).

If the C. O. D. service is not in operation between the Administrations concerned, the charges in question are recovered thru correspondence.

For interior delivery.

Franked articles.

Use of date stamp.

Incorrectly addressed matter.

Recovery of customs, etc., charges.

Post, p. 2614.

Post, p. 2673.

ARTICLE 46.

Enveloppes de réexpédition.

1.—*Dans les relations entre les Administrations qui se sont déclarées d'accord, les objets de correspondance ordinaires réexpédiés à une même personne ayant changé de résidence peuvent être insérés dans des enveloppes spéciales, conformes au modèle C 10 ci-annexé, fournies par les Administrations et sur lesquelles doivent seuls être inscrits le nom et la nouvelle adresse du destinataire.*

2.—*Il ne peut être inséré dans les enveloppes de réexpédition des objets dont la forme, le volume et le poids risqueraient d'occasionner des déchirures; le poids global d'une enveloppe et de son contenu ne doit en aucun cas dépasser 250 grammes.*

3.—*L'enveloppe de réexpédition doit être présentée ouverte au bureau réexpéditeur pour lui permettre de percevoir, s'il y a lieu, les compléments de taxe dont les objets qu'elle contient peuvent être passibles ou d'indiquer sur ces objets la taxe à percevoir à l'arrivée, lorsque le complément d'affranchissement n'est pas acquitté.*

4.—*A l'arrivée à destination, le contenu des enveloppes de réexpédition est vérifié par les bureaux distributeurs, qui perçoivent, s'il y a lieu, les compléments de taxe non acquittés.*

ARTICLE 47.

Envois tombés en rebut.

1.—*Avant de renvoyer à l'Office d'origine les correspondances non distribuées pour un motif quelconque, le bureau de destination doit indiquer d'une manière claire et concise, en langue française, au verso de ces objets, la cause de la non-remise sous la forme suivante: inconnu, refusé, en voyage, parti, non réclamé, décédé, ou un mot similaire. En ce qui concerne les cartes postales et les imprimés sous forme de cartes, la cause de la non-remise est indiquée sur la moitié droite du recto.*

ARTICLE 46

Forwarding envelopes

1. In relations among Administrations which have expressed their agreement, articles of ordinary correspondence forwarded to one and the same person who has changed his residence may be inclosed in special envelopes conforming to Model C 10 hereto appended, furnished by the Administrations, on which should be written only the name and the new address of the addressee.

2. Articles whose form, volume or weight gives rise to risks of tearing may not be included in the forwarding envelopes; the total weight of an envelope and its contents may in no case exceed 250 grams.

3. The forwarding envelope must be presented open to the reforwarding office, to permit it to ascertain what additional charges, if any, may be due on the articles which it contains, or to indicate on the said articles the charges to be collected on arrival when the additional postage is not prepaid.

4. On arrival at destination, the contents of the forwarding envelopes are verified by the offices of delivery, which collect the additional charges not already paid, if any.

ARTICLE 47

Undelivered articles

1. Before returning correspondence which has not been delivered for any reason to the Administration of origin, the office of destination must indicate in a clear and concise manner, in the French language, on the back of such articles, the cause of the nondelivery, in the following form: "Inconnu" (unknown), "Refusé" (refused), "En voyage" (traveling), "Parti" (removed), "Non réclamé" (unclaimed), "Décédé" (deceased), or a similar word. In regard to post cards and prints in the form of cards, the reason for the non-delivery is indicated on the right half of the front.

Special forwarding envelopes.
Ordinary mail with corrected address.

Post, p. 2875.

Exclusions.

Not to be sealed.

Verification on arrival.

Undelivered articles.

Treatment of.

Causes for nondelivery indicated.

Cette indication est fournie par l'application d'un timbre ou l'apposition d'une étiquette. Chaque Office a la faculté d'ajouter la traduction, dans sa propre langue, de la cause de la non-remise et les autres indications qui lui conviennent.

Le bureau de destination doit biffer le lieu de la première destination et apposer la mention "Retour" à côté de l'impreinte du timbre à date du bureau d'origine. Il doit, en outre, appliquer son timbre à date au verso des lettres et au recto des cartes postales.

2.—Le renvoi des correspondances tombées en rebut se fait, soit isolément, soit en une liasse spéciale étiquetée "Rebuts".

Les correspondances recommandées tombées en rebut sont renvoyées au bureau d'échange du pays d'origine comme s'il s'agissait de correspondances recommandées à diriger sur ce pays.

Par exception, deux Offices correspondants peuvent, d'un commun accord, adopter un autre mode de renvoi des rebuts.

3.—Si des correspondances mises à la poste dans un pays et adressées à l'intérieur de ce même pays ont pour expéditeurs des personnes habitant un autre pays et doivent, par suite de mise en rebut, être renvoyées à l'étranger pour être rendues aux expéditeurs, elles deviennent des envois de l'échange international et sont traitées d'après les dispositions concernant la réexpédition.

4.—Les correspondances pour les marins et autres personnes, adressées aux soins d'un Consul et rendues par celui-ci au bureau de poste local comme non réclamées, doivent être traitées de la manière prescrite pour les rebuts en général. Le montant des taxes perçues à la charge du Consul sur ces correspondances doit en même temps lui être restitué par le bureau de poste local.

This indication is made by the application of a stamp or the affixing of a label. Each Administration has the option of adding a translation in its own language of the cause of non-delivery, and any other indications which may be convenient.

The office of destination must strike out the place of first destination and place the note "Retour" (return) beside the imprint of the date stamp of the office of origin. It must also apply its date stamp on the back of letters and the front of post cards.

2. Undelivered articles are returned either singly or in a special bundle labeled "Rebuts" (dead mail matter).

Registered articles which are undeliverable are returned to the exchange office of the country of origin as if it were a question of registered correspondence addressed to that country.

By way of exception, two corresponding Administrations may, by common consent, adopt some other method of returning rebuts.

3. If articles of correspondence mailed in one country and addressed to the interior of that same country have for senders persons living in another country, and must, as a result of non-delivery, be forwarded to another country to be returned to the senders, they become international mail articles and are treated in accordance with the provisions concerning forwarding.

4. Correspondence for seamen and other persons addressed in care of a Consul and returned by him to the local post office as unclaimed must be treated in the manner prescribed for rebuts in general. The amount of the charges collected from the Consul on such correspondence must at the same time be refunded to him by the local post office.

Optional methods.

Return.

Domestic mail returned through another country treated as international.

Mail for seamen.

ARTICLE 48.

Withdrawal of address. Form of request. or Retrait. Modification d'adresse.

Post, p. 2676.

1.—Les demandes de retrait de correspondances ou de *modification d'adresse* donnent lieu à l'établissement, par l'expéditeur, d'une formule conforme au modèle C 11 ci-annexé; *une seule formule peut être utilisée pour plusieurs envois remis en même temps au même bureau, par le même expéditeur à l'adresse du même destinataire.* En remettant cette demande au bureau de poste, l'expéditeur doit justifier de son identité et produire, s'il y a lieu, le bulletin de dépôt. Après la justification, dont l'Administration du pays d'origine assume la responsabilité, il est procédé de la manière suivante:

By mail.

a) si la demande est destinée à être transmise par voie postale, la formule, accompagnée d'un fac-similé parfait de l'enveloppe ou de la suscription de l'envoi, est expédiée directement, sous pli recommandé, au bureau destinataire;

By telegraph.

b) si la demande doit être faite par voie télégraphique, la formule est déposée au service télégraphique chargé d'en transmettre les termes au bureau de poste destinataire. Le télégramme est rédigé en langue française.

Searches.

Post, p. 2677.

2.—A la réception de la formule C 11 ou du télégramme en tenant lieu, le bureau destinataire recherche la correspondance signalée et donne à la demande la suite nécessaire.

Si la recherche est infructueuse, si l'envoi a déjà été remis au destinataire, ou si la demande par voie télégraphique n'est pas assez explicite pour permettre de reconnaître sûrement l'envoi, le fait est signalé immédiatement au bureau d'origine, qui en prévient le réclamant.

Report.

Exchange of requests with Administrations.

3.—Toute Administration peut exiger, par une notification adressée au Bureau international, que l'échange des demandes, en ce qui la concerne, soit effectué par l'entremise de son Administration centrale ou d'un bureau spécialement désigné.

ARTICLE 48

Withdrawal. Change of address

1. Requests for withdrawal of correspondence or for change of address give rise to the preparation, by the sender, of a form agreeing with Model C 11 hereto appended; a single form may be used for several articles mailed at the same time, at the same office, by the same sender and to the same addressee. In submitting that request to the post office, the sender must prove his identity and produce the certificate of mailing, if any. After he has proved his identity, for which the Administration of the country of origin assumes responsibility, the procedure is as follows:

(a) If the request is intended to be sent by mail, the form, accompanied by a perfect facsimile of the envelope or the address of the article, is sent directly, under registered cover, to the office of destination;

(b) If the request must be made by telegraph, the form is turned over to the telegraph service, which is charged with transmitting the terms thereof to the post office of destination. The telegram is worded in the French language.

2. On receipt of the Form C 11 or of the telegram taking its place, the office of destination searches for the correspondence in question and takes the necessary action.

If the search is fruitless, if the article has already been delivered to the addressee, or if the telegraphic request is not explicit enough to permit the article to be surely recognized, the fact is reported at once to the office of origin, which advises the sender accordingly.

3. Any Administration may demand, by a notification addressed to the International Bureau, that the exchange of requests in regard to it be effected thru the intermediary of its central Administration or of an office specially designated.

Dans les cas où l'échange des demandes s'effectue par l'entremise des Administrations centrales, il doit être tenu compte des demandes expédiées directement par les bureaux d'origine aux bureaux de destination, dans ce sens que les correspondances y relatives sont exclues de la distribution jusqu'à l'arrivée de la demande de l'Administration centrale.

Les Administrations qui usent de la faculté prévue par le premier alinéa du présent paragraphe prennent à leur charge les frais que peut entraîner la transmission, dans leur service intérieur, par voie postale ou télégraphique, des communications à échanger avec le bureau destinataire.

Le recours à la voie télégraphique est obligatoire lorsque l'expéditeur a lui-même fait usage de cette voie et que le bureau destinataire ne peut pas être prévenu en temps utile par la voie postale.

ARTICLE 49.

Simple correction d'adresse.

Une simple correction d'adresse (sans modification du nom ou de la qualité du destinataire) peut être demandée directement par l'expéditeur au bureau destinataire, c'est-à-dire sans l'accomplissement des formalités prescrites pour le changement d'adresse proprement dit.

ARTICLE 50.

Réclamations. Envois ordinaires.

1.—Toute réclamation relative à un envoi ordinaire est soumise à la procédure suivante:

a) le réclamant doit remplir la partie qui le concerne d'une formule conforme au modèle C 12 ci-annexé;

b) le bureau où la réclamation s'est produite transmet la formule directement au bureau correspondant. La transmission s'effectue d'office, sans aucune écriture;

In case that the exchange of requests is effected thru the intermediary of the central Administrations, account must be taken of requests sent directly by the offices of origin to the offices of destination, in the sense that the correspondence in question is withheld from delivery pending the arrival of the request of the central Administration.

Administrations which avail themselves of the option provided for by the first paragraph of the present Section assume any expense which may be incurred by the transmission in their domestic service, by mail or telegraph, of the communications to be exchanged with the office of destination.

Employment of the telegraph is obligatory when the sender himself has made use of that service, and when the office of destination can not be advised in time by mail.

ARTICLE 49

Simple correction of address

A simple correction of address (without modification of the name or description of the addressee) may be requested directly by the sender of the office of destination; that is to say, without fulfilling the formalities prescribed for change of address properly so-called.

ARTICLE 50

Inquiries. Ordinary articles

1. Every inquiry relative to an ordinary article is subject to the following procedure:

(a) The applicant must fill in the part concerning him of a form agreeing with Model C 12 hereto appended;

(b) The office where the inquiry is made transmits the form directly to the corresponding office. The transmission is effected officially, without any written communication;

Incurred expense.

Telegraph service.

Simple corrections.

Inquiries.

Procedure.

Application.

Post, p. 2673.

Transmission.

To addressee.	c) le bureau correspondant fait présenter la formule au destinataire ou à l'expéditeur, selon le cas, pour recueillir les renseignements qu'elle comporte;	(c) The corresponding office presents the form to the addressee or sender, as the case may be, in order to obtain the necessary information;
To office of inquiry.	d) la formule dûment complétée est renvoyée d'office au bureau qui l'a dressée;	(d) The duly completed form is returned officially to the office which has prepared it;
To Central Administration.	e) si la réclamation est reconnue fondée, elle est transmise à l'Administration centrale pour servir de base aux investigations ultérieures.	(e) If the inquiry is seen to be well founded, it is sent in to the Central Administration, to serve as the basis for subsequent investigations.
Optional designations.	2.—Toute Administration peut exiger, par une notification adressée au Bureau international, que les réclamations qui concernent son service soient transmises à son Administration centrale ou à un bureau spécialement désigné.	2. Any Administration may demand, by a notification addressed to the International Bureau, that inquiries which concern its service be transmitted to its central Administration, or to an office specially designated.

ARTICLE 51.

ARTICLE 51

Inquiries.	Réclamations. Envois recommandés.	<i>Inquiries. Registered articles</i>
Registered articles.	1.—Toute réclamation relative à un envoi recommandé est établie sur une formule conforme ou analogue au modèle C 13 ci-annexé et transmise en règle générale par le bureau d'origine directement au bureau de destination.	1. Every inquiry relative to a registered article is made on a form agreeing with or similar to Form C 13 hereto appended, and, as a general rule, is transmitted directly to the office of destination by the office of origin.
Post, p. 2680.		
Articles for same addressee.	<i>Une seule formule peut être utilisée pour plusieurs envois remis en même temps au même bureau par le même expéditeur à l'adresse du même destinataire.</i>	A single form may be used for several articles mailed simultaneously at the same office by the same sender to the same addressee.
Route of inquiry.	2.—Les Offices d'origine et de destination peuvent, d'un commun accord, faire transmettre la réclamation de bureau à bureau en suivant la même voie d'acheminement que l'envoi.	2. The Administrations of origin and destination may, by common consent, cause the inquiry to be transmitted from office to office, following the same route as the article.
Action by office of destination.	3.—Dans le cas prévu au §1 ci-dessus, le bureau destinataire, s'il est en état de fournir les renseignements sur le sort définitif de l'envoi, complète la formule et la retourne au bureau d'origine.	3. In the case contemplated by Section 1 above, the office of destination, if it is in a position to furnish information as to the final disposal made of the article, completes the form and returns it to the office of origin.

Lorsque le sort de l'envoi ne peut être immédiatement établi par le bureau de destination, celui-ci constate le fait sur la formule et la réexpédie au bureau d'origine en y ajoutant, *autant que possible*, une déclaration du

When the disposal of the article can not be immediately established by the office of destination, the latter states the fact on the form and returns it to the office of origin, attaching thereto, as far as possible, a declaration of the

destinataire constatant qu'il n'a pas reçu l'envoi. Dans ce cas, l'Office d'origine complète la formule en y indiquant les données de la transmission au premier Office intermédiaire. Il l'adresse ensuite à ce dernier Office, qui y consigne ses observations et la transmet éventuellement à l'Office suivant. La réclamation passe ainsi d'Office à Office jusqu'à ce que le sort de l'envoi réclamé soit établi. L'Office qui a effectué la remise au destinataire, ou qui, le cas échéant, ne peut établir ni la remise, ni la transmission régulière à une autre Administration, constate le fait sur la formule et la renvoie à l'Office d'origine.

4.—Dans le cas prévu au § 2 ci-dessus, les recherches se poursuivent depuis l'Office d'origine jusqu'à l'Office de destination *en observant la procédure visée au paragraphe précédent.*

5.—La formule *C 13* doit indiquer l'adresse complète du destinataire et être accompagnée, autant que possible, d'une facsimilé de l'enveloppe ou de la suscription de l'envoi. Elle est transmise d'office, sans lettre d'envoi, sous enveloppe fermée.

6.—Chaque Office peut demander, par une notification adressée au Bureau international, que les réclamations qui concernent son service soient transmises, soit à son Administration centrale, soit à un bureau spécialement désigné ou, s'il est seulement intéressé à titre d'intermédiaire, au bureau d'échange auquel l'envoi a été expédié.

La formule *C 13* et les pièces y annexées doivent, dans tous les cas, faire retour à l'Office d'origine de l'envoi réclamé, dans un délai qui ne peut excéder six mois à partir de la date de la réclamation. Ce délai est porté à neuf mois dans les relations avec les pays *éloignés.*

addressee stating that he has not received the article. In this case the Administration of origin completes the form by indicating thereon the particulars of dispatch to the first intermediate Administration. It then transmits it to this latter Administration, which places its observations thereon and sends it on to the following Administration, if any. The inquiry thus passes from Administration to Administration until the disposal of the article inquired about is established. The Administration which has effected delivery to the addressee, or which, as the case may be, can not prove either delivery or regular transmission to another Administration, shows the fact on the form and returns it to the Administration of origin.

4. In the case provided for by Section 2 above, the investigations are continued from the Administration of origin as far as the Administration of destination, observing the procedure indicated in the preceding Section.

5. The Form *C 13* must indicate the complete address of the addressee and be accompanied, as far as possible, by a facsimile of the envelope or the address of the article. It is sent officially, without letter of transmittal, in a sealed envelope.

6. Any Administration may request, by a notification addressed to the International Bureau, that inquiries concerning its service be transmitted either to its central Administration or to an office specially designated, or, if it is interested only as intermediary, to the exchange office to which the article was dispatched.

The Form *C 13* and the papers attached thereto must in all cases be returned to the Administration of origin of the article inquired about within a period which may not exceed six months, counting from the date of the inquiry. This period is extended to nine months in relations with distant countries.

Investigations through the several Administrations.

Data on inquiry form.

Transmission to designated office.

Time limitation.

Rifling of mails.

7.—Les dispositions qui précèdent ne s'appliquent pas aux cas de spoliation de dépêche, manque de dépêche ou autres cas semblables qui comportent une correspondance plus étendue entre les Administrations.

7. The foregoing provisions do not apply to cases of rifling of mails, shortage of a dispatch or other similar cases which involve more extended correspondence between the Administrations.

ARTICLE 52.

ARTICLE 52

Inquiries.

Réclamation des envois déposés dans un autre pays.

Inquiries about articles mailed in another country

Articles mailed in another country.
Ante, p. 2552.
Post, p. 2678.
Post, p. 2680.

Dans le cas prévu à l'article 51, § 3, de la Convention, la formule de réclamation C 12 ou C 13 est transmise à l'Administration d'origine. La formule C 13 doit être accompagnée du récépissé de dépôt.

In the case contemplated by Article 51, Section 3, of the Convention, the tracer form C 12 or C 13 is transmitted to the Administration of origin. The Form C 13 must be accompanied by the certificate of mailing (registry receipt).

L'Office d'origine doit être mis en possession de la formule dans le délai prévu à l'article 51, § 2, de la Convention.

The Administration of origin must be put in possession of the form within the period prescribed by Article 51, Section 2, of the Convention.

Ante, p. 2552.

TITRE VI.

TITLE VI

Exchange of mails.

Echange des envois.

EXCHANGE OF MAILS

CHAPITRE UNIQUE.

SOLE CHAPTER

ARTICLE 53.

ARTICLE 53

Feuilles d'avis.

Letter bills

Letter bills.

1.—Les feuilles d'avis accompagnant des dépêches échangées entre deux bureaux sont conformes au modèle C 14 ci-annexé. Elles sont placées sous des enveloppes de couleur bleue portant en gros caractères l'indication "Feuille d'avis".

1. The letter bills accompanying the dispatches exchanged between two post offices are in conformity with Model C 14 hereto appended. They are placed in blue envelopes bearing in large characters the words "Feuille d'avis" (letter bill).

Post, p. 2682.

2.—En tête de la feuille d'avis doivent être mentionnés:

2. At the head of the letter bill shall be mentioned:

le pays d'origine et le pays de destination,

The country of origin and the country of destination;

les noms des bureaux d'échange d'origine et de destination,

The names of the exchange offices of origin and destination;

la date d'expédition de la dépêche.

The date of dispatch of the mail.

Une empreinte du timbre à date doit être appliquée à l'endroit désigné.

An imprint of the date stamp shall be applied in the place designated.

Special delivery.

3.—La présence d'envois à faire remettre par exprès est indiquée par l'application du timbre "Exprès" au tableau No I.

3. The presence of articles to be specially delivered is indicated by applying the "Exprès" (special delivery) stamp to Table No. I.

Data on Table II.

4.—Le tableau No II sert pour l'indication du numéro d'or-

4. Table No. II serves for the indication of the order number of

dre de la dépêche, du nom du paquebot, de la voie d'acheminement et du nombre des sacs composant la dépêche.

Sauf arrangement contraire, les bureaux expéditeurs numérotent les feuilles d'avis d'après une série annuelle pour chaque bureau de destination. Chaque dépêche prend un numéro distinct, même s'il s'agit d'une dépêche supplémentaire empruntant la même voie ou le même navire que la dépêche ordinaire.

A la première expédition de chaque année, la feuille doit porter, outre le numéro d'ordre de la dépêche, celui de la dernière dépêche de l'année précédente.

Le nom du navire qui emporte la dépêche est indiqué lorsque le bureau expéditeur est à même de le connaître.

Dans le nombre des sacs composant la dépêche, il y a lieu de comprendre aussi les sacs contenant les sacs vides renvoyés.

5.—Le tableau No III doit mentionner :

a) le nombre total général des envois recommandés inscrits au tableau No V et, le cas échéant, dans les listes spéciales.

Il peut être fait usage d'une ou de plusieurs listes spéciales conformes au modèle C 15 ci-annexé, soit pour remplacer le tableau No V, soit pour servir comme feuille d'avis supplémentaire.

L'emploi exclusif de listes spéciales est obligatoire, si l'Office de destination en fait la demande.

Lorsque plusieurs listes sont employées, elles doivent être numérotées. Le nombre des envois recommandés qui peuvent être inscrits sur une seule et même liste est limité à 60;

b) le nombre total des envois avec valeur déclarée inscrits sur la feuille d'envoi;

c) le nombre, indiqué séparément, des sacs et des paquets contenant les envois recommandés et des sacs et des paquets renfermant les envois avec valeur déclarée;

the dispatch, the name of the steamship, the route, and the number of sacks composing the dispatch.

Barring contrary agreement, the dispatching offices number the letter bills according to an annual series for each office of destination. Each dispatch takes a separate number, even if it is a supplementary dispatch taking the same route or the same ship as the ordinary dispatch.

At the time of the first dispatch of each year, the bill shall bear, in addition to the order number of the dispatch, that of the last dispatch of the preceding year.

The name of the ship which carries the dispatch is indicated when the dispatching office is in a position to know it.

In the number of sacks composing the dispatch, it is also necessary to include the sacks containing the returned empty sacks.

5. Table No. III shall mention :

(a) The grand total of registered articles entered in Table No. V, and in special lists, if any.

Use may be made of one or more special lists conforming to Model C 15 hereto appended, either to replace Table No. V or to serve as a supplementary letter bill.

The exclusive use of special lists is obligatory if the Administration of destination so requests.

When more than one list is employed, they shall be numbered. The number of registered articles which may be entered in one and the same list is limited to 60.

(b) The total number of insured articles entered in the insured bill.

(c) The number, separately indicated, of sacks and packets containing registered articles, and of sacks and packets containing insured articles.

Details on Table III.

Post, p. 2683.

Special provisions.

d) le nombre de listes spéciales des envois recommandés et le nombre de feuilles d'envoi des objets avec valeur déclarée.

(d) The number of special lists of registered articles and the number of insured bills.

Entries on Table IV.

6.—Au tableau No IV sont inscrits, séparément, le nombre des sacs en retour appartenant à l'Office destinataire, ainsi que celui des sacs utilisés pour la confection de la dépêche et appartenant à l'Office expéditeur, y compris les sacs pour les objets recommandés. *Le cas échéant, le nombre des sacs vides appartenant à une Administration autre que celle à laquelle la dépêche est adressée doit être mentionné séparément avec indication de cette Administration.*

6. In Table No. IV are entered, separately, the number of returned sacks belonging to the Administration of destination, as well as that of the sacks used for the preparation of the dispatch and belonging to the dispatching Administration, including the sacks for the registered articles. If occasion arises, the number of empty sacks belonging to an Administration other than the one to which the dispatch is addressed shall be mentioned separately, with indication of that Administration.

Sont, en outre, mentionnées dans ce tableau, les lettres de service ouvertes et les communications ou recommandations diverses du bureau expéditeur ayant trait au service d'échange.

The open letters on official business, and the various communications or references of the dispatching office relative to the service of exchange, are also mentioned in this table.

Table V.

7.—Le tableau No V est destiné à l'inscription des envois recommandés lorsqu'il n'est pas fait un usage exclusif de feuilles spéciales.

7. Table No. V is set aside for the entry of the registered articles when use is not made of special lists.

Les envois recommandés sont décrits individuellement avec indication du nom du bureau d'origine et du numéro d'enregistrement à ce bureau, à moins que les Offices correspondants ne se soient entendus pour l'inscription globale des envois sur les feuilles d'avis.

The registered articles are described individually, with indication of the name of the office of origin and of the registry number at that office; unless the corresponding Administrations have agreed to the bulk-billing of the articles in the letter bills.

Lorsque la dépêche ne contient pas d'envois recommandés, la mention "Néant" est portée en regard de la rubrique correspondante de la feuille d'avis.

When the dispatch does not contain any registered articles, the note "Néant" (nil) is entered under the corresponding heading of the letter bill.

Table VI.

8.—Au tableau No VI sont inscrites, avec les détails que ce tableau comporte, les dépêches closes insérées dans l'envoi direct auquel la feuille d'avis se rapporte.

8. In Table No. VI are entered, with the details called for by that table, the closed mails included in the direct dispatch to which the letter bill refers.

Other tables authorized.

9.—Les Administrations peuvent s'entendre pour créer d'autres tableaux ou rubriques sur la feuille d'avis, lorsqu'elles le jugent nécessaire. Elles peuvent, notamment, disposer les tableaux Nos V et VI conformément à leurs besoins.

9. Administrations may come to an agreement to create other tables or headings on the letter bill, when they deem it necessary. They may, in particular, arrange Tables V and VI in accordance with their requirements.

If no mail.

10.—Lorsqu'un bureau d'échange n'a aucun objet à livrer à un bureau correspondant, l'envoi

10. When an exchange office has nothing to send to a corresponding office, a dispatch is not

d'une dépêche n'a lieu que si les Offices intéressés ont convenu de ne pas numéroter les feuilles d'avis dans leurs échanges réciproques. Dans ce cas, le bureau d'échange doit envoyer, dans la forme ordinaire, une dépêche qui se compose uniquement d'une feuille d'avis négative.

11.—Quand les dépêches closes sont confiées par une Administration à une autre, pour être transmises au moyen de bâtiments de commerce, le nombre ou le poids des lettres et autres objets doit être indiqué à la feuille d'avis et sur l'adresse de ces dépêches, lorsque l'Office chargé d'assurer l'embarquement desdites dépêches le demande.

ARTICLE 54.

Transmission des envois recommandés.

1.—Les envois recommandés et, s'il y a lieu, les listes spéciales prévues au § 5 de l'article précédent sont réunis en un ou plusieurs paquets ou sacs distincts, qui doivent être convenablement enveloppés ou fermés et cachetés ou plombés de manière à en préserver le contenu. Les envois recommandés sont classés dans chaque paquet d'après leur ordre d'inscription. Quand on emploie plusieurs listes détachées, chacune d'elles est enliassée avec les objets recommandés auxquels elle se rapporte.

Dans aucun cas, les envois recommandés ne peuvent être confondus avec les correspondances ordinaires.

2.—Au paquet d'envois recommandés est attachée extérieurement, par un croisé de ficelle, l'enveloppe spéciale contenant la feuille d'avis; lorsque les envois recommandés sont renfermés dans un sac, ladite enveloppe est fixée au col de ce sac.

3.—S'il y a plus d'un paquet ou sac d'envois recommandés, chacun des paquets ou sacs supplémentaires est muni d'une étiquette indiquant la nature du contenu.

sent unless the Administrations concerned have agreed not to number the letter bills in their reciprocal exchanges. In this case, the exchange office must send, in the usual form, a dispatch composed only of a negative letter bill.

11. When closed mails are sent by one Administration to another, to be forwarded by means of merchant ships, the number or weight of the letters and other articles must be indicated on the letter bill and in the address of such mails when the Administration charged with assuring the embarkation of such mails so requests.

ARTICLE 54.

Transmission of registered articles

Closed mails by merchant ships.

Transmission.

1. Registered articles, and, if occasion arises, the special lists mentioned in Section 5 of the preceding Article, are made up into one or more separate packets or sacks, which must be suitably wrapped or inclosed and sealed with wax or lead in such a manner as to protect the contents. The registered articles are arranged in each packet according to their entry numbers. When several separate lists are used, each of them is tied up with the registered articles to which it relates.

Making up in separate packets.

In no case may registered articles be mixed with ordinary correspondence.

2. To the outside of the packet of registered articles is attached, by means of a crossed string, the special envelope containing the letter bill; when the registered articles are contained in a sack, the said envelope is tied to the neck of the sack.

Attachment of special envelope, etc.

3. If there is more than one packet or sack of registered articles, each supplementary packet or sack is provided with a label indicating the nature of its contents.

Additional sacks.

ARTICLE 55.

Transmission des envois exprès.

Transmission of special-delivery mail.
Treatment of.

1.—Les envois exprès ordinaires sont réunis en une liasse spéciale, munie d'une étiquette portant en gros caractères la mention "Exprès" et insérés, par les bureaux d'échange, dans l'enveloppe contenant la feuille d'avis qui accompagne la dépêche.

Toutefois, si cette enveloppe doit être fixée au col du sac des envois recommandés (§2 de l'article précédent), la liasse des envois exprès est placée dans le sac extérieur. La présence, dans la dépêche, des correspondances de l'espèce est alors annoncée par une fiche placée dans l'enveloppe contenant la feuille d'avis. La même procédure est suivie lorsque les envois exprès n'ont pu être joints à la feuille d'avis en raison de leur nombre, de leur forme ou de leurs dimensions.

Registered special-delivery articles.

2.—Les envois exprès recommandés sont classés, à leur ordre, parmi les autres envois recommandés et la mention "Exprès" est portée dans la colonne "Observations" des feuilles d'avis ou des listes spéciales, en regard de l'inscription de chacun d'eux.

ARTICLE 56.

Confection des dépêches.

Preparing dispatches.

Bundles of classes.

1.—En règle générale, les objets sont classés et enliassés par nature de correspondances, les lettres et les cartes postales étant comprises dans la même liasse et les journaux et écrits périodiques devant faire l'objet de liasses distinctes de celles des imprimés ordinaires. Les lettres, cartes postales et imprimés de petites dimensions doivent être disposés dans le sens de l'adresse. Les objets affranchis sont séparés de ceux qui ne le sont pas ou le sont insuffisamment et les étiquettes de liasses d'objets non affranchis ou insuffisamment affranchis sont frappées du timbre T.

Les lettres portant des traces d'ouverture, de détérioration ou

ARTICLE 55

Transmission of special-delivery articles

1. Ordinary special-delivery articles are tied together in a special bundle having a label bearing the note "Exprès" (special delivery) in large characters and inserted by the exchange offices in the envelope containing the letter bill which accompanies the dispatch.

However, if this envelope must be affixed to the neck of the sack of registered articles (Sec. 2 of the preceding Article), the bundle of special-delivery articles is placed in the outside sack. The presence in the dispatch of articles of this kind is then announced by a slip placed inside the envelope containing the letter bill. The same procedure is followed when the special-delivery articles have not been able to be attached to the letter bill because of their number, form or dimensions.

2. Registered special-delivery articles are arranged in order among the other registered articles, and the note "Exprès" (special delivery) is placed in the "Observations" column of the letter bill or special lists, opposite the entry of each of them.

ARTICLE 56

Making up of dispatches

1. As a general rule, the articles are sorted and tied in bundles according to the nature of the correspondence, letters and post cards being included in the same bundle, and newspapers and periodicals being made up into packets apart from those containing ordinary prints. Letters, post-cards, and prints of small dimensions shall be arranged in the direction of the address. Prepaid articles are separated from those which are unprepaid or shortpaid, and the labels of bundles of articles which are unprepaid or shortpaid are marked with the T-stamp.

Letters bearing traces of opening, deterioration or damage shall

d'avarie doivent être munies d'une mention du fait et frappées du timbre à date du bureau qui l'a constaté.

Les mandats de poste expédiés à découvert sont réunis en un paquet distinct.

2.—Les dépêches sont renfermées dans des sacs convenablement clos, cachetés ou plombés et étiquetés. *Lorsqu'il est fait usage de ficelle, il est prescrit de ne la passer que deux fois autour du col avant de la nouer. Les empreintes des cachets ou des plombs doivent reproduire une inscription en caractères latins et être très lisibles.*

Les étiquettes des dépêches doivent être en toile, carton fort, parchemin ou en papier collé sur une planchette; dans les relations entre bureaux limitrophes, il peut être fait usage d'étiquettes en papier fort. *Les étiquettes sont confectionnées dans les couleurs suivantes:*

a) en rouge clair, pour les sacs contenant des envois recommandés;

b) en blanc, pour les sacs ne contenant que des lettres et des cartes postales ordinaires;

c) en bleu clair, pour les sacs contenant exclusivement d'autres objets ordinaires.

Les sacs contenant de la correspondance ordinaire mixte (lettres, cartes postales et autres objets) doivent être munis de l'étiquette blanche.

Toutefois, l'emploi des étiquettes de couleur blanche et bleu clair n'est obligatoire que pour les Administrations dont le régime intérieur ne s'y oppose pas.

Les étiquettes porteront l'indication imprimée en petits caractères latins du nom du bureau expéditeur et, en caractères latins gras, du nom du bureau destinataire, précédés respectivement des mots "de" et "pour". Dans les échanges par voie maritime effectués dans des délais indéterminés et, si l'Office intéressé le demande, ces indications seront complétées par la mention de la date d'expédition, du numéro de l'envoi et du port de débarquement.

be marked with a mention of the fact and be struck with the date-stamp of the office which has detected it.

Money orders sent open are tied in a separate packet.

2. Dispatches are inclosed in sacks suitably closed, sealed with wax or lead, and labeled. When use is made of string, it shall be passed only twice around the neck of the sack before tying. The imprints of the wax or lead seals shall reproduce an inscription in Latin characters and be very legible.

The labels of the dispatches must be of cloth, strong cardboard, parchment, or paper pasted on a wooden block; in relations between adjacent offices, use may be made of labels of strong paper. The labels are made up in the following colors:

(a) In light red, for sacks containing registered articles;

(b) In white, for sacks containing only ordinary letters and post cards;

(c) In light blue, for sacks containing only ordinary "other articles."

The sacks containing mixed ordinary correspondence (letters, post cards and other articles) shall bear the white label.

However, the use of white and light blue labels is obligatory only for Administrations whose internal legislation does not oppose it.

The labels shall bear the indication, printed in small Latin characters, of the name of the dispatching office, and, in heavy Latin characters, the name of the office of destination, preceded respectively by the words "de" (from) and "pour" (for). In exchanges by sea effected at undetermined intervals, and if the Administration concerned so requests, those indications will be completed by the mention of the date of dispatch, the number of the mail, and the port of debarkation.

Closed sacks, etc.

Labels, etc., attached.

Color designations.

Optional uses.

Information to be furnished.

Les sacs doivent indiquer d'une façon lisible, *en caractères latins*, le bureau ou le pays d'origine, et porter la mention "Postes" ou toute autre analogue les signalant comme *dépêches postales*.

Unimportant, etc., matter.

3.—Sauf arrangement contraire, les dépêches peu volumineuses ou négatives sont simplement enveloppées de papier fort de manière à éviter toute détérioration du contenu, puis ficelées et cachetées ou plombées.

Sealing.

En cas de plombage, *ces dépêches* doivent être conditionnées de telle façon que la ficelle ne puisse pas être détachée. *Lorsqu'elles* ne contiennent que des correspondances ordinaires, *elles* peuvent être fermées au moyen de cachets gommés portant l'indication imprimée du bureau ou de l'Office expéditeur. *Les suscriptions des paquets* doivent correspondre, en ce qui concerne les indications imprimées et les couleurs, aux prescriptions prévues au § 2 précédent pour les étiquettes des sacs de correspondances.

Volume exceeds one sack.

4.—Lorsque le nombre ou le volume des envois exige l'emploi de plus d'un sac, des sacs distincts doivent, autant que possible, être utilisés:

a) pour les lettres et cartes postales,

b) pour les autres objets; le cas échéant, des sacs distincts doivent encore être utilisés pour les petits paquets; les étiquettes de ces derniers sacs porteront la mention "Petits paquets".

Le paquet ou sac des envois recommandés, réuni avec la feuille d'avis de la façon prévue à l'article 54, § 2, est placé dans un des sacs de lettres ou dans un sac spécial; le sac extérieur doit porter, en tout cas, une étiquette de couleur rouge clair. Lorsqu'il y a plus d'un sac d'envois recommandés, les sacs supplémentaires ne contenant que des objets recommandés autres que des lettres et des cartes postales peuvent être expédiés à découvert munis de l'étiquette rouge clair.

Ante, p. 2623.

Le sac ou paquet renfermant la feuille d'avis est désigné, en outre,

The sacks shall indicate legibly, in Latin characters, the office or country of origin, and shall bear the note "Postes" (posts) or any other similar note characterizing them as postal dispatches.

3. Barring contrary agreement, unimportant or negative dispatches are simply wrapped in strong paper in such a manner as to avoid all harm to the contents, then tied and sealed with wax or lead.

In the event of lead sealing, these dispatches must be prepared in such a way that the string can not be detached. When they contain nothing but ordinary correspondence, they may be sealed by means of gummed seals bearing the printed indication of the dispatching office or Administration. The addresses of the packets must correspond, insofar as concerns the printed indications and the colors, to the provisions of Section 2 preceding governing the labels of sacks of mail.

4. When the number or volume of the mails requires the employment of more than one sack, separate sacks must be used as far as possible:

(a) for letters and post cards;

(b) for other articles; if occasion arises, separate sacks must also be used for small packets; the labels of these latter sacks shall bear the note "Petits paquets" (small packets).

The packet or sack of registered articles, tied together with the letter bill in the manner prescribed by Article 54, Section 2, is placed in one of the letter sacks or in a special sack; the outside sack must bear, in any case, a light red label. When there is more than one sack of registered articles, the additional sacks containing nothing but registered articles other than letters and post cards may be sent uninclosed, bearing the light red label.

The sack or packet inclosing the letter bill is also designated

par la lettre F tracée d'une manière apparente sur l'étiquette rouge clair. L'étiquette ainsi marquée est utilisée même si la dépêche est négative.

by the letter "F" traced plainly on the light red label. The label so marked is used even if the dispatch is negative.

5.—Le poids de chaque sac ne doit pas dépasser 30 kilogrammes.

5. The weight of each sack must not exceed 30 kilograms. Weight.

ARTICLE 57.

ARTICLE 57

Remise des dépêches.

Delivery of dispatches Delivery.

1.—La remise des dépêches entre deux bureaux correspondants s'effectue suivant les dispositions prises par les Offices intéressés.

1. The delivery of dispatches between two corresponding offices is effected in accordance with the conditions prescribed by the Administrations concerned. Under prescribed conditions.

Ces Offices peuvent s'entendre pour remettre globalement les sacs et paquets autres que ceux qui sont désignés par des étiquettes de couleur rouge.

Those Administrations may agree to deliver in bulk the sacks and packets other than those which are designated by red labels.

2.—Les dépêches doivent être livrées en bon état. Cependant, une dépêche ne peut pas être refusée pour cause d'avarie.

2. The dispatches must be delivered in good condition. However, a dispatch may not be refused because of damage. Status.

Lors de la remise, seuls les sacs et paquets signalés par des étiquettes rouges doivent être soumis à une vérification complète de leur fermeture et de leur conditionnement.

At the time of delivery, only the sacks and packets designated by red labels shall be subject to complete verification of their closing and condition. Verification.

3.—Lorsqu'une dépêche est reçue en mauvais état par un bureau intermédiaire, elle doit être mise telle quelle sous nouvel emballage. Le bureau qui effectue le remballage doit porter les indications de l'étiquette originale sur la nouvelle étiquette et apposer sur celle-ci une empreinte de son timbre à date, précédée de la mention "Remballé à"

3. When a dispatch is received in bad condition by an intermediate office, it shall be placed, just as it is, under new wrapping. The office which effects the rewrapping shall enter the indications of the original label on the new label and place on the latter an imprint of its date stamp, preceded by the note "Remballé à" (rewrapped at) Rewrapping if in bad condition.

ARTICLE 58.

ARTICLE 58

Vérification des dépêches.

Verification of dispatches Verification.

1.—Lorsqu'un bureau intermédiaire doit procéder au remballage d'une dépêche, il en vérifie le contenu s'il y a lieu de penser que celui-ci n'est pas resté intact.

1. When an intermediary office must proceed to rewrap a dispatch, it verifies the contents thereof if there is reason to suppose that they have not remained intact. By intermediary office when rewrapping.

Il dresse un bulletin de vérification du modèle C 16 ci-annexé en se conformant aux dispositions du § 3 ci-après. Ce bulletin est envoyé au bureau d'échange d'où la dépêche a été reçue; une

It makes up a bulletin of verification on Form C 16 hereto appended, complying with the provisions of Section 3 hereafter. This bulletin is sent to the exchange office from which the

copie en est adressée au bureau d'origine et une autre est insérée dans la dépêche remballée.

By office of destination.

2.—Le bureau destinataire vérifie si la dépêche est au complet et si les inscriptions de la feuille d'avis et, le cas échéant, des listes spéciales d'envois recommandés sont exactes. En cas de manque d'une dépêche ou d'un ou plusieurs sacs en faisant partie, d'objets recommandés, d'une feuille d'avis, d'une liste spéciale d'envois recommandés, ou lorsqu'il s'agit de toute autre irrégularité, le fait est constaté immédiatement par deux agents. Ceux-ci font les rectifications nécessaires sur les feuilles ou listes en ayant soin de biffer les indications erronées de manière à laisser reconnaître les inscriptions primitives. A moins d'une erreur évidente, les rectifications prévalent sur la déclaration originale.

Bulletin of verification to be sent.

3.—Les faits constatés sont signalés, au moyen d'un bulletin de vérification, au bureau d'origine de la dépêche et, en cas de manquant réel, au dernier bureau intermédiaire, par le premier courrier utilisable après vérification complète de la dépêche.

Les indications de ce bulletin doivent spécifier aussi exactement que possible de quel sac, paquet ou objet il s'agit.

Duplicate, on demand.

Un duplicata du bulletin de vérification est envoyé, dans les mêmes conditions que l'original, à l'Administration dont relève le bureau d'origine de la dépêche, lorsque cette Administration l'exige. Lorsqu'il s'agit d'irrégularités importantes permettant de présumer une perte ou une spoliation, le sac ou l'enveloppe et le cachet de fermeture du paquet ou du sac des envois recommandés sont joints au bulletin de vérification destiné au bureau d'origine.

In event of irregularities.

Si le bureau destinataire n'a pas trouvé le paquet ou le sac des objets recommandés et s'il peut désigner avec certitude le sac de lettres qui aurait dû le contenir, il annexe audit bulletin de véri-

dispatch was received; a copy thereof is addressed to the office of origin and another is inserted in the rewrapped dispatch.

2. The office of destination verifies whether the dispatch is intact, and whether the entries on the letter bill, and on the special lists of registered articles if any, are correct. In case of shortage of a dispatch, or of one or more sacks forming part thereof, of registered articles, of a letter bill, of a special list of registered articles, or when it is a question of any other irregularity, the fact is established at once by two employees. The latter make the necessary corrections on the letter bills or lists, taking care to strike out the erroneous items in such a manner as to allow the original entries to be recognized. Except in case of an evident error, the corrections prevail over the original statement.

3. The facts established are pointed out by means of a bulletin of verification to the office of origin of the dispatch, and, in case of actual loss, to the last intermediate office, by the first mail available after the complete verification of the dispatch.

The indications of this bulletin must specify as exactly as possible of what sack, packet or article it is a question.

A duplicate of the bulletin of verification is sent, under the same conditions as the original, to the Administration to which the office of origin of the dispatch belongs, when that Administration so demands. When it is a question of important irregularities giving rise to the assumption of loss or rifling, the sack or envelope and the seal which fastens the packet or sack of registered articles are attached to the bulletin of verification addressed to the office of origin.

If the office of destination has not found the packet or sack of registered articles, and if it can designate with certainty the sack of letters which should have contained it, it attaches that

fiction ce sac, avec la ficelle, l'étiquette et le cachet de fermeture du sac.

Dans l'échange avec les Offices qui exigent l'envoi d'un duplicata, les pièces justificatives mentionnées ci-dessus sont annexées au duplicata.

Les bulletins de vérification et les duplicata sont envoyés sous pli recommandé.

Dans les cas prévus aux §§ 1 et 2 du présent article, le bureau d'origine et, le cas échéant, le dernier bureau d'échange intermédiaire peuvent, en outre, être avisés par télégramme aux frais de l'Office qui expédie celui-ci.

Un avis télégraphique doit être émis toutes les fois que la dépêche présente des traces évidentes de spoliation, afin que le bureau expéditeur ou intermédiaire procède sans aucun retard à l'instruction de l'affaire et, le cas échéant, avise également par télégramme l'Office précédent pour la continuation de l'enquête.

4.—Lorsque l'absence d'une dépêche est le résultat d'un défaut de coïncidence des courriers ou lorsqu'elle est dûment expliquée sur le bordereau de remise, l'établissement du bulletin de vérification prévu aux §§ 1 et 3 n'est pas nécessaire, si la dépêche parvient au bureau destinataire par le plus prochain courrier.

L'envoi du duplicata prévu au § 3 peut être différé, si l'on présume que le manque de la dépêche provient d'un retard ou d'une fausse direction.

Dès la rentrée d'une dépêche dont l'absence avait été signalée au bureau d'origine et, le cas échéant, au dernier bureau d'échange intermédiaire, il y a lieu d'adresser à ces bureaux un second bulletin de vérification annonçant la réception de cette dépêche.

5.—Les bureaux auxquels sont adressés les bulletins prévus au présent article les renvoient le plus promptement possible, après les avoir examinés et y avoir mentionné leurs observations, s'il y a lieu.

sack, together with the string, the label and the seal of the sack, to the bulletin of verification.

In the exchange with Administrations which require the sending of a duplicate, the supporting evidence mentioned above is attached to the duplicate.

The bulletins of verification and the duplicates are sent under registered cover.

In the cases contemplated by Secs. 1 and 2 of the present Article, the office of origin and the last intermediate exchange office, if any, may also be advised by telegram at the expense of the Administration sending the telegram.

Telegraphic notice must be given whenever the dispatch shows evident traces of rifling, in order that the dispatching or intermediate office may proceed without any delay to investigate the matter, and also, if need be, advise the preceding Administration by telegram, for the continuance of the investigation.

4. When the absence of a dispatch is the result of a failure of mails to connect, or when it is duly explained on the waybill, the preparation of the bulletin of verification contemplated by Sections 1 and 3 is not necessary, if the dispatch reaches the office of destination by the next mail.

The sending of the duplicate provided for by Section 3 may be deferred if it is presumed that the shortage of the dispatch is due to a delay or to misdirection.

When a dispatch, the absence of which had been pointed out to the office of origin and the last intermediate exchange office, if any, is located, it is necessary to send to the said office a second bulletin of verification announcing the receipt of that mail.

5. The offices to which the bulletins of verification contemplated by the present Article are addressed return them as soon as possible after examining them, and after mentioning thereon their observations, if any.

Report to be attached.

Telegraphic notice.

Traces of rifling, etc.

When bulletin is unnecessary.

Duplicate delayed.

Second bulletin necessary.

Return of bulletin from receiving office.

Presumption of acceptance.

Toutefois, si ces bulletins ne sont pas renvoyés à l'Office d'origine dans le délai de deux mois à compter de la date de leur expédition, ils seront considérés, jusqu'à preuve du contraire, comme dûment acceptés par les bureaux auxquels ils ont été adressés.

Ce délai est porté à quatre mois dans les relations avec les pays éloignés.

Correctness implied.

6.—Lorsqu'un bureau réceptif auquel la vérification de la dépêche incombait n'a pas fait parvenir au bureau d'origine et, le cas échéant, au dernier bureau d'échange intermédiaire, par le premier courrier utilisable après la vérification, un bulletin constatant des irrégularités quelconques, il est considéré comme ayant reçu la dépêche et son contenu, jusqu'à preuve du contraire. La même présomption existe pour les irrégularités dont la mention a été omise ou signalée d'une manière incomplète dans le bulletin de vérification.

ARTICLE 59.

Empty sacks.

Renvoi des sacs vides.

Regulations governing return.

1.—*Sauf arrangement contraire entre les Offices correspondants, les sacs doivent être renvoyés vides, par le prochain courrier, dans une dépêche directe pour le pays expéditeur des sacs. Le nombre des sacs renvoyés par chaque dépêche doit être inscrit sous la rubrique "Indications de service" de la feuille d'avis.*

Le renvoi est effectué entre les bureaux d'échange désignés à cet effet.

Les sacs vides doivent être enroulés et attachés ensemble en paquets convenables; le cas échéant, les planchettes à étiquettes doivent être placées à l'intérieur des sacs. Les paquets doivent être revêtus d'une étiquette indiquant le nom du bureau d'échange d'où les sacs ont été reçus, chaque fois qu'ils sont renvoyés par l'intermédiaire d'un autre bureau d'échange.

However, if these bulletins are not returned to the Administration of origin within the period of 2 months counting from the date of their issue, they will be considered, until the contrary is proved, as duly accepted by the offices to which they have been addressed.

That period is extended to 4 months in relations with distant countries.

6. When a receiving office upon which the verification of the dispatch was incumbent has not sent to the office of origin, and to the last intermediate exchange office, if any, by the first mail available after the verification, a bulletin pointing out any irregularities, it is considered as having received the dispatch and its contents, until the contrary is proved. The same presumption exists for irregularities the mention of which has been omitted or pointed out in an incomplete manner in the bulletin of verification.

ARTICLE 59

Return of empty sacks

Barring contrary agreement between the corresponding Administrations, the sacks must be returned empty, by the next mail, in a direct dispatch for the country of origin of the sacks. The number of sacks returned by each mail shall be entered under the "Service Indications" heading of the letter bill.

The return is effected between the exchange offices designated for that purpose.

The empty sacks must be rolled up and tied together in suitable bundles; the label blocks, if any, must be placed inside the sacks. The bundles must be provided with a label indicating the name of the exchange office from which the sacks have been received whenever they are returned thru the intermediary of another exchange office.

Si les sacs vides à renvoyer ne sont pas trop nombreux, ils peuvent être placés dans les sacs contenant la correspondance; dans le cas contraire, ils doivent être placés à part dans des sacs cachetés, étiquetés au nom des bureaux d'échange respectifs. Les étiquettes doivent porter la mention "Sacs vides".

2.—A l'aide des mentions faites sous la rubrique "Indications de service" de la feuille d'avis, chaque Administration peut exercer, dans son service, un contrôle sur le renvoi des sacs qui lui appartiennent. Dans le cas où ce contrôle démontrerait que 10% du nombre total des sacs utilisés pendant une année pour la confection des dépêches n'ont pas été renvoyés avant la fin de cette année, l'Office qui ne peut établir le renvoi des sacs vides est tenu de rembourser à l'Office expéditeur la valeur des sacs manquants. Le remboursement doit avoir également lieu si le nombre des sacs manquants n'atteint pas 10% mais excède 50 unités.

Chaque Administration fixe, périodiquement et uniformément pour toutes les espèces de sacs qui sont utilisés par ses bureaux d'échange, une valeur moyenne en francs et la communique aux Administrations intéressées par l'intermédiaire du Bureau international.

If the empty sacks to be returned are not too numerous, they may be placed within the sacks containing the correspondence; if this can not be done, they must be placed in separate sealed sacks labeled with the names of the respective exchange offices. The labels must bear the note "Sacs vides" (empty sacks).

2. With the aid of the entries made under the "Service Indications" heading of the letter bill, each Administration may keep a check in its service over the return of the sacks which belong to it. In case that such check shows that 10 per cent of the total number of sacks used during a year for the preparation of dispatches have not been returned before the end of that year, the Administration which can not prove the return of the empty sacks is bound to reimburse the dispatching Administration for the value of the missing sacks. The reimbursement must also be made if the number of missing sacks does not reach 10 per cent but exceeds 50 sacks.

Each Administration fixes, periodically, and uniformly for all kinds of sacks which are used by its exchange offices, an average value in francs, and communicates it to the Administrations concerned thru the intermediary of the International Bureau.

Administrations to control own sacks.

Average value to be fixed and reported.

TITRE VII.

Dispositions concernant les frais de transit et d'entrepôt.

CHAPITRE I.

Opérations de statistique.

ARTICLE 60.

Statistique des frais de transit.

1.—Les frais de transit exigibles en exécution des articles 73 et suivants de la Convention sont établis sur la base de statistiques dressées une fois tous les trois ans, pendant les 14 ou 28 premiers jours du mois de mai ou pendant

TITLE VII

PROVISIONS CONCERNING TRANSIT AND WAREHOUSING CHARGES

Transit and warehouse charges.

CHAPTER I

STATISTICAL OPERATIONS

ARTICLE 60

Transit-cost statistics

1. The transit charges collectible under Article 73 and the following Articles of the Convention are computed on the basis of statistics taken once every three years during the first 14 or 28 days of the month of May or

Transit cost statistics computed once every three years. *Note*, p. 2662.

les 14 ou 28 premiers jours qui suivent le 14 octobre alternativement.

during the 14 or 28 days following the 14th of October, alternately.

Ship dispatches.

Les dépêches confectionnées à bord des navires sont comprises dans les statistiques lorsqu'elles sont débarquées pendant la période de statistique.

Dispatches made up on board ships are included in the statistics when they are unloaded during the statistical period.

Prescribed periods.

La statistique sera dressée pendant la deuxième année de chaque période triennale.

The statistics will be made up during the second year of each triennial period.

La statistique de mai 1929 ainsi que les comptes y relatifs dressés d'après les dispositions de la Convention de Stockholm s'appliqueront à la liquidation des frais de transit jusqu'à la fin de l'année 1931.

The statistics of May, 1929, as well as the accounts relative thereto made up in accordance with the provisions of the Convention of Stockholm, will apply to the settlement of transit charges up until the end of the year 1931.

La statistique d'octobre-novembre 1933 s'appliquera aux années 1932, 1933, 1934 et ainsi de suite.

The statistics of October-November, 1933, will apply to the years 1932, 1933 and 1934, and so on.

Annual payments continued, etc.

2.—*Les paiements annuels des frais de transit à effectuer en raison de chaque statistique devront être continués, sauf compensation sur la base de la prochaine statistique, jusqu'à ce que les comptes établis d'après cette dernière soient approuvés ou considérés comme admis de plein droit (article 70 ci-après).*

2. The annual payments of transit charges to be made on account of each set of statistics shall be continued, subject to adjustment on the basis of the next set of statistics, until the accounts made up in accordance with the latter statistics are approved or considered as fully accepted (Article 70 hereafter.)

Post, p. 2640.

Important traffic modifications.

3.—*Lorsqu'il se produit une modification importante dans l'acheminement des correspondances d'un pays pour un autre et pour autant que cette modification affecte une période ou des périodes s'élevant à un total d'au moins douze mois, chaque Office intéressé peut demander une révision des comptes de frais de transit. Dans ce cas, les sommes à payer par les Offices expéditeurs sont établies d'après les services intermédiaires réellement employés, mais les poids totaux qui servent de base aux nouveaux comptes doivent normalement être les mêmes que ceux des dépêches expédiées pendant la période de statistique mentionnée au § 1. Lorsqu'une entente sur le mode de répartition ne peut être obtenue, une statistique spéciale doit être dressée pour régler le partage de ces poids entre les divers services empruntés. Aucune modification dans l'ache-*

3. When an important modification is produced in the routing of correspondence from one country for another, and provided that such modification affects a period or periods amounting to a total of at least 12 months, any Administration concerned may request a revision of the transit-charges accounts. In this case, the sums to be paid by the dispatching Administrations are established in accordance with the intermediary services actually employed, but the total weights which serve as the basis for the new accounts must normally be the same as those of the dispatches sent during the statistical period mentioned in Section 1. When an agreement on the manner of division can not be reached, special statistics must be taken in order to adjust the apportionment of those weights among the various services employed. No modification in the

Revision of charge accounts.

minement des correspondances pour un pays déterminé n'est considérée comme importante si elle n'affecte pas de plus de 5000 francs par an les comptes entre l'Office d'origine et l'Office intermédiaire intéressé. La demande d'une révision des comptes et, le cas échéant, d'une statistique spéciale peut être faite lorsque la modification dans l'acheminement des correspondances dont il s'agit a duré au moins 9 mois. Toutefois, les données de cette statistique ne sont prises en considération que si la période de 12 mois est réellement accomplie.

Si, lors d'une statistique spéciale, il est établi que les poids totaux des courriers échangés entre deux Offices et transportés par un tiers Office ont subi une augmentation de cent pour cent ou une diminution de cinquante pour cent vis-à-vis des données de la dernière statistique périodique et que le compte du tiers Office subirait de ce chef une modification de plus de 5000 francs par an, les nouveaux poids constatés serviront de base pour les frais de transit dus à cet Office.

De même, lorsqu'une Administration intermédiaire constate, dans les six mois qui suivent la statistique, qu'il existe entre les expéditions faites par une autre Administration pendant la période de statistique et le trafic normal une différence de vingt pour cent au moins sur les poids totaux du transport, l'Office intéressé peut exiger l'établissement d'une nouvelle statistique si les comptes entre deux Offices sont affectés d'une modification de plus de 5000 francs par an.

routing of correspondence for a given country is considered as important unless it affects by more than 5,000 francs a year the accounts between the Administration of origin and the intermediate Administration concerned. The request for a revision of the accounts, and, if need be, for special statistics, may be made when the modification in the routing of the correspondence in question has lasted at least 9 months. However, the results of those statistics are not taken into consideration unless the period of 12 months is actually completed.

If, when special statistics are taken, it is found that the total weights of the mails exchanged between two Administrations and transported by a third Administration have undergone an increase of 100 percent or a reduction of 50 percent as compared with the results of the last statistical period, and that the account of the third Administration would undergo, for that reason, a modification of more than 5,000 francs a year, the new weights established will serve as the basis for the transit charges due to that Administration.

Likewise, when an intermediate Administration establishes, during the six months which follow the statistics, that there is a difference of 20 percent at least in the total weights conveyed between the dispatches sent by an Administration during the statistical period and the normal traffic, the Administration concerned may demand the taking of new statistics, if the accounts between two Administrations are affected by a modification of more than 5,000 francs a year.

Basis for charges in special cases.

Changes following statistical period.

ARTICLE 61.

Confection et désignation des dépêches closes pendant la période de statistique.

1.—Pendant chaque période de statistique, l'échange des correspondances, en dépêches closes

ARTICLE 61

Making up and designation of closed mails during the statistical period

1. During each statistical period, the exchange of correspondence in closed mails between

Making up of closed mails during statistical period.

entre deux Offices, à travers le territoire ou au moyen des services d'un ou de plusieurs autres Offices, donne lieu à l'utilisation de sacs distincts pour les "lettres et les cartes postales" et pour les "autres objets".

Optional inclusions.
Annex, pp. 2623, 2624.

2.—Par dérogation aux dispositions des articles 54 et 55 ci-dessus, chaque Administration a la faculté, pendant la période de statistique, de comprendre les objets recommandés et les envois exprès autres que les lettres et les cartes postales dans un des sacs destinés aux "autres objets", en faisant mention de ce fait sur la feuille d'avis; mais si, conformément auxdits articles 54 et 55, ces objets sont compris dans un sac de lettres, ils sont traités, en ce qui concerne la statistique, comme faisant partie de l'envoi de lettres.

two Administrations, across the territory or by means of the services of one or more other Administrations, gives rise to the employment of separate sacks for "letters and post cards" and for "other articles".

2. By exception to the provisions of Articles 54 and 55 above, every Administration has the option, during the statistical period, of including registered and special-delivery articles other than letters and post cards in one of the sacks intended for "other articles", making mention of that fact on the letter bill; but if, in accordance with the said Articles 54 and 55, those articles are included in a sack of letters, they are treated, insofar as concerns the statistics, as forming part of the dispatch of letters.

Marking mails in transit.

3.—Pendant la période de statistique, toutes les dépêches échangées en transit doivent être munies, en dehors des étiquettes ordinaires, d'une étiquette spéciale portant en gros caractères la mention "Statistique", suivie de l'indication 5 kilogrammes, 15 kilogrammes ou 30 kilogrammes selon la catégorie de poids (article 62, § 1, ci-après).

3. During the statistical period, all mails exchanged in transit shall have, in addition to the ordinary labels, a special label bearing in large letters the note "Statistique" (statistics), followed by the indication "5 kg.", "15 kg.", or "30 kg.", according to the division of weight (Article 62, Section 1, hereafter).

Sacks exempt.

En ce qui concerne les sacs dont le poids brut ne dépasse pas 2 kilogrammes ou qui ne contiennent que des sacs vides, des correspondances exemptes de tous frais de transit (art. 75 de la Convention) ou une feuille d'avis négative, la mention "Statistique" est suivie du mot "Exempt".

In regard to sacks whose gross weight does not exceed 2 kg., or which contain nothing but empty sacks, correspondence exempt from all transit charges (Article 75 of the Convention), or a negative letter bill, the note "Statistique" is followed by the word "Exempt."

Annex, p. 2564.

Notation.

4.—L'étiquette "Statistique" doit porter en outre la mention "L. C." ou "A. O.", suivant le cas.

4. The statistical label shall also bear the note "L. C." or "A. O.", as the case may be.

ARTICLE 62.

Constatation du nombre de sacs et du poids des dépêches closes.

ARTICLE 62

Fixing of the number of sacks and of the weight of closed mails

Fixing weight of closed mails.

1.—En ce qui concerne les dépêches qui donnent lieu au paiement de frais de transit, le bureau d'échange expéditeur inscrit, à la feuille d'avis pour le bureau d'échange destinataire de

1. As for dispatches which give rise to the payment of transit charges, the dispatching exchange office enters on the letter bill for the exchange office of destination of the dispatch the number of

la dépêche, le nombre de sacs en les répartissant, le cas échéant, dans les catégories suivantes:

sacks, dividing them, if occasion arises, into the following classes:

Description du sac	Nombre des sacs dont le poids brut		
	dépasse 2 kg. sans excéder 5 kg. (sacs légers)	dépasse 5 kg. sans excéder 15 kg. (sacs moyens)	dépasse 15 kg. sans excéder 30 kg. (sacs lourds)
1	2	3	4
L. C. A. O.			
Exempt de frais de transit.	Nombre de sacs:		

Description of the sack	Number of sacks of which the gross weight		
	exceeds 2 kg. without exceeding 5 kg. (light sacks)	exceeds 5 kg. without exceeding 15 kg. (medium sacks)	exceeds 15 kg. without exceeding 30 kg. (heavy sacks)
1	2	3	4
L. C. A. O.			
Exempt from transit charges	Number of sacks:		

Classes.

Le nombre des sacs exempts de frais de transit à inscrire doit être le total de ceux portant l'indication "Statistique—Exempt", d'après les prescriptions de l'article 61, § 3, ci-dessus.

The number of sacks exempt from transit charges to be entered must be the total number of those bearing the indication "Statistique—Exempt" in accordance with the provisions of Article 61, Section 3, above.

Entry of exempted sacks to be made.

2.—Les indications des feuilles d'avis sont vérifiées par le bureau d'échange destinataire. Si ce bureau constate une erreur dans les nombres inscrits, il rectifie la feuille et signale immédiatement l'erreur au bureau d'échange expéditeur au moyen d'un bulletin de vérification conforme au modèle C 24 ci-annexé. Toutefois, en ce qui concerne le poids d'un sac, l'indication du bureau d'échange expéditeur est tenue pour valable, à moins que le poids réel ne dépasse de plus de 250 grammes le poids maximum de la catégorie dans laquelle ce sac a été inscrit.

2. The indications of the letter bills are verified by the exchange office of destination. If that office finds an error in the numbers entered, it corrects the bill and immediately reports the error to the dispatching exchange office by means of a bulletin of verification conforming to Model C 24 hereto appended. However, in regard to the weight of a sack, the indication of the dispatching exchange office is held as valid unless the actual weight exceeds by more than 250 grams the maximum weight of the class in which that sack has been entered.

Verification.

Post, p. 2692.

Weight of sacks.

ARTICLE 63.

Confection des relevés C 17 des dépêches closes.

1.—Aussitôt que possible après la clôture des opérations de statistique, les bureaux destinataires dressent en autant d'expéditions qu'il y a d'Offices intéressés, y compris celui du lieu de départ, des relevés conformes au modèle C 17 ci-annexé et transmettent ces relevés aux bureaux d'échange

ARTICLE 63

Making up of Forms C 17 for closed mails

1. As soon as possible after the close of statistical operations, the offices of destination make up, in as many copies as there are Administrations interested, including that of the country of origin, statements conforming to Model C 17 hereto appended, and transmit such statements to the ex-

Making up Form C 17 statements.

Post, p. 2685.

de l'Office expéditeur pour être revêtus de leur acceptation. Ceux-ci, après avoir accepté les relevés, les transmettent à leur tour à l'Administration centrale dont ils dépendent en vue de les répartir entre les Offices intéressés.

change offices of the dispatching Administration to be indorsed with their acceptance. The latter, after accepting the statements, transmit them in turn to the central Administration to which they are subordinate, for distribution among the Administrations concerned.

If not received.

2. Si les relevés C 17 ne sont pas parvenus ou ne sont pas parvenus en nombre suffisant aux bureaux d'échange de l'Office expéditeur dans le délai de trois mois (*quatre* mois dans les échanges avec les pays éloignés), à compter du jour de l'expédition de la dernière dépêche à comprendre dans la statistique, ces bureaux dressent eux-mêmes lesdits relevés, en nombre suffisant, d'après leurs propres indications et en inscrivant sur chacun d'eux la mention: "Les relevés C 17 du bureau destinataire ne sont pas parvenus dans le délai réglementaire." Ils les transmettent ensuite à l'Administration centrale dont ils relèvent pour leur répartition entre les Offices en cause.

2. If the Forms C 17 have not reached the exchange offices of the Administration of origin, or if they have not arrived in sufficient numbers, within a period of three months (four months in exchanges with distant countries), counting from the date of dispatch of the last mail to be included in the statistics, those offices themselves make up the said forms in sufficient numbers in accordance with their own records, and enter on each one of them the note: "Les relevés C 17 du bureau destinataire ne sont pas parvenus dans le délai réglementaire" (The Forms C 17 of the office of destination did not arrive within the prescribed period). They then transmit them to the central Administrations to which they are subordinate, for distribution among the Administrations concerned.

ARTICLE 64.

Liste des dépêches closes échangées en transit.

ARTICLE 64

List of closed mails exchanged in transit

Closed mails exchanged in transit.

1.—Aussitôt que possible et, *au plus tard*, dans un délai de trois mois après chaque période de statistique, *sauf le cas où la voie d'acheminement n'a pu être constatée dans ce délai*, les Administrations qui ont expédié des dépêches en transit envoient la liste de ces dépêches aux différentes Administrations dont elles ont emprunté l'intermédiaire.

1. As soon as possible, and at the latest within a period of three months after each statistical period, except in cases where the route could not be determined within that period, the Administrations which have sent dispatches in transit send a list of such dispatches to the various Administrations whose intermediary they have employed.

Explanatory notes.

2.—Si cette liste indique des dépêches en transit qui, d'après les dispositions de l'article 61 ci-dessus, ne donnent pas lieu à l'établissement d'un relevé C 17, on y inscrit une mention explicative, telle que "Poids ne dépasse pas 2 kilogrammes", "Sacs vides",

2. If that list indicates dispatches in transit which, in accordance with the provisions of Article 61 above, do not give rise to the making up of a Form C 17, an explanatory note is made, such as "Poids ne dépasse pas 2 kilogrammes" (Weight does not

Ante, p. 2633.

Notations.

“Correspondances exemptes”,
“Feuille d’avis négative”.

exceed 2 kilograms), “Sacs vides” (empty sacks), “Correspondances exemptes” (Correspondence exempt from transit charges), “Feuille d’avis négative” (Negative letter bill).

ARTICLE 65.

ARTICLE 65

Dépêches closes échangées avec les bâtiments de guerre.

Closed mails exchanged with warships

Il incombe aux Administrations des pays dont relèvent des bâtiments de guerre de dresser les relevés C 17 relatifs aux dépêches expédiées ou reçues par ces bâtiments. Les dépêches expédiées, pendant la période de statistique, à l’adresse des bâtiments de guerre doivent porter, sur des étiquettes, la date d’expédition.

It is incumbent upon the Administrations of countries to which warships belong to make up the Forms C 17 relative to the mails dispatched or received by those vessels. The mails dispatched during the statistical period destined for warships must bear, on labels, the date of dispatch.

Exchanges with warships.

Dans le cas où ces dépêches sont réexpédiées, l’Office réexpéditeur en informe l’Office du pays dont le bâtiment relève.

In case that such dispatches are forwarded, the forwarding Administration so advises the Administration of the country to which the vessel belongs.

Forwarding warship mail.

ARTICLE 66.

ARTICLE 66

Bulletin de transit.

Transit bulletin

1.—Lorsque la route à suivre et les services de transport à utiliser pour les dépêches expédiées pendant la période de statistique sont inconnus ou incertains, l’Office d’origine doit, à la demande de l’Administration destinataire, préparer pour chaque dépêche un bulletin de couleur verte conforme au modèle C 25 ci-annexé. L’Office d’origine peut également expédier ce bulletin sans une demande formelle de l’Administration destinataire, si les circonstances paraissent l’exiger.

1. When the route to be followed and the transportation services to be utilized for mails dispatched during the statistical period are unknown or uncertain, the Administration of origin must, at the request of the Administration of destination, prepare for each dispatch a bulletin, green in color, conforming to Model C 25 hereto appended. The Administration of origin may also send this bulletin without a formal request from the Administration of destination, if circumstances appear to require it.

Transit bulletin.

Les feuilles d’avis des dépêches qui donnent lieu à l’établissement dudit bulletin doivent être revêtues en tête de l’annotation très apparente “Bulletin de transit”. La même mention soulignée au crayon rouge est portée sur les étiquettes spéciales “Statistique” dont il est question à l’article 61.

The letter bills of the dispatches which give rise to the preparation of the said bulletin shall be marked at the head with the conspicuous notation “Bulletin de transit” (Transit bulletin). The same notation, underlined in red pencil, is entered on the special “Statistique” labels mentioned in Article 61.

Post, p. 2603.

Notations.

Annex, p. 2633.

Bulletin dispatched
uninclosed.

2.—*Le bulletin de transit doit être transmis à découvert, avec les dépêches auxquelles il se rapporte, aux différents services qui participent à leur transport. Dans chaque pays intéressé, les bureaux d'échange d'entrée et de sortie, à l'exclusion de tout autre bureau intermédiaire, consignent sur le bulletin les renseignements concernant le transit effectué par eux. Le dernier bureau d'échange intermédiaire doit remettre le bulletin C 25 directement au bureau de destination. Le bulletin est renvoyé ensuite par l'Office destinataire au bureau d'origine à l'appui du relevé C 17. Lorsqu'un bulletin de transit dont l'expédition a été demandée ou est annoncée en tête de la feuille d'avis fait défaut, le bureau de destination est tenu de le réclamer sans aucun retard.*

Post, p. 2693.

Transit bulletin missing.

2. The transit bulletin shall be sent in uninclosed, together with the dispatches to which it relates, to the different services which participate in their transportation. In each country concerned, the exchange offices of entry and departure, to the exclusion of all other intermediate offices, enter in the bulletin the information concerning the transit effected by them. The last intermediate exchange office shall send the bulletin C 25 directly to the office of destination. The bulletin is then returned by the Administration of destination to the office of origin in support of the Form C 17. When a transit bulletin whose issuance was requested or is announced at the head of the letter bill is missing, the office of destination is bound to make claim for it without any delay.

ARTICLE 67.

Statistique des correspondances à découvert.

Open mail statistics.

1.—Les correspondances ordinaires et recommandées, ainsi que les lettres et boîtes avec valeur déclarée, provenant du pays même ou des pays au delà, transmises à découvert pendant une période de statistique font l'objet, de la part du bureau d'échange expéditeur, d'une inscription sur la feuille d'avis libellée comme suit:

Nombre de correspondances à découvert

Exclusions.

Les correspondances exemptes de tous frais de transit conformément aux dispositions de l'article 75 de la Convention ne sont pas comprises dans ces chiffres.

Annex, p. 2564.

Pour faciliter la vérification, le bureau d'échange expéditeur doit comprendre les correspondances ordinaires inscrites sur la feuille d'avis dans des liasses spéciales portant la mention "Correspondances à découvert".

No open mail correspondence.

2.—À défaut de correspondances à découvert, le bureau expéditeur

ARTICLE 67

Statistics for correspondence in open mail

1. Ordinary and registered correspondence, as well as insured letters and boxes, coming from the country itself or from countries beyond, transmitted in open mail during a statistical period, form the subject, on the part of the dispatching exchange office, of an entry on the letter bill arranged as follows:

"Pas de correspondance à découvert" (Number of open-mail articles.....)

Correspondence exempt from all transit charges in accordance with the provisions of Article 75 of the Convention is not included in these figures.

In order to facilitate verification, the dispatching exchange office shall include the ordinary correspondence entered on the letter bill in special bundles bearing the note "Correspondances à découvert" (Open-mail correspondence).

2. In the absence of correspondence in open mail, the dis-

inscrit en tête de la feuille d'avis la mention:

"Pas de correspondances à découvert."

3.—Les inscriptions aux feuilles d'avis sont vérifiées par le bureau d'échange destinataire. Si ce bureau constate des différences de plus de cinq objets, il rectifie lesdites inscriptions et signale immédiatement l'erreur au bureau expéditeur au moyen d'un bulletin de vérification. Si la différence constatée reste dans la limite précitée, les indications du bureau expéditeur sont tenues pour valables.

4.—Après avoir terminé les opérations statistiques, le bureau d'échange destinataire dresse, en simple expédition, des relevés (modèle C 19 ci-annexé) qu'il transmet, sans retard, à l'Administration centrale dont il relève.

ARTICLE 68.

Statistique des dépêches entreposées.

Pour les dépêches dont l'entrepôt dans un port donne lieu, aux termes de l'article 74 de la Convention, à une rémunération au profit de l'Office entreposeur, cet Office établit, par pays d'origine, un relevé journalier conforme au modèle C 21 ci-annexé et où figurent les indications relatives aux dépêches reçues du pays considéré, par l'entrepôt, pendant la période des 14 ou 28 jours de la statistique des frais de transit, sans égard aux dates d'expédition et de réexpédition desdites dépêches.

Les indications portées sur les relevés journaliers sont récapitulées, pour chaque pays d'origine, sur un état conforme au modèle C 22 ci-annexé et qui est envoyé à l'Administration centrale dudit pays, accompagné des relevés modèle C 21 y afférents.

L'état récapitulatif C 22, revêtu de l'acceptation de l'Administration du pays expéditeur, est transmis avec les relevés

patching office enters at the head of the letter bill the note "Pas de correspondances à découvert" (No correspondence in open mail).

3. The entries on the letter bills are verified by the exchange office of destination. If that office discovers differences of more than five articles, it corrects the said entries and immediately reports the error to the dispatching office by means of a bulletin of verification. If the difference detected remains within the limit specified above, the indications of the dispatching office are held to be valid.

4. After finishing statistical operations, the exchange office of destination makes up, in a single copy, statements (Form C 19 hereto appended), which it transmits without delay to the central Administration to which it is subordinate.

ARTICLE 68

Statistics for warehoused mails

For dispatches whose warehousing in a port gives rise, in the terms of Article 74 of the Convention, to a payment to the warehousing Administration, that Administration makes up, for each country of origin, a daily statement conforming to Model C 21 hereto appended, on which figure the indications relative to the dispatches received by the warehouse from the country under consideration during the period of 14 or 28 days of the statistics for transit charges, without regard to the dates of dispatch and reforwarding of the said dispatches.

The entries made in the daily statements are recapitulated for each country of origin in an account conforming to Model C 22 hereto appended, which is sent to the central Administration of the said country, accompanied by the Forms C 21 thereto relating.

The recapitulatory account C 22, marked with the acceptance of the Administration of the dispatching country, is trans-

Verification, etc.

Statement to central Administration.

Post, p. 2687.

Warehoused mails statistics.

Ante, p. 2564.

Post, p. 2689.

Recapitulated statements.

Post, p. 2690.

Transmission.

modèle C 21 à l'Administration centrale de l'Office dont relève l'entrepôt.

mitted with the Forms C 21 to the central Administration of the country to which the warehouse belongs.

ARTICLE 69.

Services extraordinaires.

Extraordinary services.

Indépendamment des transports aériens sont seuls considérés comme services extraordinaires, donnant lieu à des frais de transit spéciaux, le service entretenu pour le transport territorial accéléré de la Malle dite des Indes et le service spécial automobile Palestine ou Syrie-Iraq.

ARTICLE 69

Extraordinary services

Apart from transportation by air mail, the service maintained for the accelerated land conveyance of the so-called India Mail, and the special motor service from Palestine or Syria to Iraq, are alone considered as extraordinary services giving rise to special transit charges.

CHAPITRE II.

CHAPTER II

Accounting, etc.

Comptabilité. Règlement des comptes.

ACCOUNTING. ADJUSTMENT OF ACCOUNTS

ARTICLE 70.

ARTICLE 70

Compte des frais de transit.

Transit-charge account

Transit charges.
Calculation of.

1.—Pour l'établissement des comptes de transit, les sacs légers, moyens et lourds, tels qu'ils sont définis à l'article 62 ci-dessus, sont portés en compte respectivement pour les poids moyens de 4, 12 et 24 kilogrammes.

1. For the preparation of the transit accounts, the light, medium and heavy sacks, as defined by Article 62 preceding, are entered in the accounts for their average weights of 4, 12 and 24 kilograms respectively.

Ante, p. 2634.

2.—Le poids des dépêches closes, le nombre des correspondances transmises à découvert et, le cas échéant, le nombre des sacs entreposés dans un port, sont multipliés par 26, ou 13 selon le cas, et les produits servent de base à des comptes particuliers établissant en francs les sommes annuelles revenant à chaque Office.

2. The weights of the closed mails, the number of articles sent in open mail, and, if occasion arises, the number of sacks warehoused in a port, are multiplied by 26 or 13, as the case may be, and the products serve as the basis of the individual accounts showing, in francs, the annual sums due to each Administration.

Dans le cas où le multiplicateur 26 ou 13 ne répond pas au trafic normal échangé par un service, les Administrations intéressées s'entendent pour l'adoption d'un autre multiplicateur qui vaut pendant les années auxquelles s'applique la statistique.

In case that the multiplier 26 or 13 does not correspond to the normal traffic thru a service, the Administrations concerned come to an agreement for the adoption of another multiplier which holds good during the years to which the statistics apply.

Le soin de dresser les comptes incombe à l'Office créditeur qui les transmet à l'Office débiteur.

The duty of making up the accounts is incumbent upon the creditor Administration, which transmits them to the debtor Administration.

3.—Afin de tenir compte du poids des sacs et de l'emballage, ainsi que des catégories de cor-

3. In order to take account of the weight of the sacks and the packing, as well as of the classes

respondances exemptes de tous frais de transit en conformité des dispositions de l'article 75 de la Convention, le montant total du compte des dépêches closes est réduit de dix pour cent.

4.—Les comptes particuliers sont dressés en double expédition sur la base des relevés *C 17*, *C 19* et *C 21* et sur des formules *C 18*, *C 20* et *C 22*. Ils sont transmis à l'Office expéditeur aussitôt que possible et, au plus tard, dans un délai de 10 mois suivant l'expiration de la période de statistique.

5. Si l'Office qui a envoyé le compte particulier n'a reçu aucune observation rectificative dans un intervalle de 4 mois à compter de l'envoi, ce compte est considéré comme admis de plein droit.

ARTICLE 71.

Décompte général annuel. Intervention du Bureau international.

1.—Sauf entente contraire entre les Administrations intéressées, le décompte général comprenant les frais de transit et d'entrepôt est établi annuellement par le Bureau international.

2.—Aussitôt que les comptes particuliers entre deux Administrations sont approuvés ou considérés comme admis de plein droit (§ 5 de l'article précédent), chacune de ces Administrations transmet, sans retard, au Bureau international, un relevé (modèle *C 23* ci-annexé) indiquant les montants totaux de ces comptes. Lors de la réception d'un relevé de la part d'une Administration, le Bureau international en avertit l'autre Administration intéressée.

Dans le solde, il est fait abandon des centimes.

En cas de différences entre les indications correspondantes fournies par deux Administrations, le Bureau international les invite à se mettre d'accord et à lui indiquer les sommes définitivement arrêtées.

of correspondence exempt from all transit charges in accordance with the provisions of Article 75 of the Convention, the total amount of the account for closed mails is reduced by ten percent.

4. The individual accounts are made up in duplicate, on the basis of the statements *C 17*, *C 19* and *C 21*, on Forms *C 18*, *C 20* and *C 22*. They are sent to the dispatching Administration as soon as possible, and, at the latest, within a period of 10 months following the expiration of the statistical period.

5. If the Administration which has sent the individual account has not received any corrective observation within an interval of four months, counting from the date of sending, that account is considered as duly accepted.

ARTICLE 71

General Annual Account. Intervention of the International Bureau

1. Barring contrary agreement between the Administrations concerned, the general account comprising the transit and warehousing charges is made up annually by the International Bureau.

2. As soon as the individual accounts between two Administrations are approved or considered as duly accepted (Section 5 of the preceding Article), each one of those Administrations transmits, without delay, to the International Bureau, an account (Form *C 23* hereto appended) indicating the total amounts of those accounts. Upon receipt of an account from one Administration, the International Bureau so advises the other Administration concerned.

Centimes are ignored in the balances.

In case of differences between the corresponding items furnished by two Administrations, the International Bureau invites them to come to an agreement and to communicate to it the sums definitely arrived at.

Ante, p. 2564.

Post, pp. 2685-2690.

General annual account.

Transmission by International Bureau to Administrations.

Post, p. 2691.

Settlement of differences.

Consideration given to single statements.

Lorsqu'une seulement des Administrations a fourni le relevé C 23, les indications de cette Administration font foi, à moins que le relevé correspondant de l'Administration retardataire ne soit parvenu au Bureau international en temps opportun pour l'établissement du prochain décompte général annuel.

Dans le cas prévu au § 5 de l'article précédent, les relevés doivent porter la mention "Aucune observation de l'Office débiteur n'est parvenue dans le délai réglementaire".

Special settlement between two Powers.

Post, p. 2691.

Si deux Administrations se mettent d'accord pour faire un règlement spécial, leurs relevés C 23 portent la mention "Compte réglé à part—à titre d'information" et ne sont pas compris dans le décompte général annuel.

Transit charge accounts.

Art. p. 2632.

3.—Le Bureau international établit, à la fin de chaque année, sur la base des relevés qui lui sont parvenus jusque-là et qui sont considérés comme admis de plein droit, un décompte général annuel des frais de transit. *Le cas échéant, il se conforme à la règle fixée à l'article 60, § 2, pour les paiements annuels.*

Le décompte indique:

- a) le Doit et l'Avoir de chaque Office;
- b) le solde débiteur ou le solde créditeur de chaque Office;
- c) les sommes à payer par les Offices débiteurs;
- d) les sommes à recevoir par les Offices créditeurs.

Le Bureau international pourvoit à ce que le nombre des paiements effectués par les Offices débiteurs soit restreint dans la mesure du possible.

Prompt transmission.

4.—Les décomptes généraux annuels doivent être transmis aux Administrations par le Bureau international, aussitôt que

When only one of the Administrations has furnished the Form C 23, the indications of that Administration hold good, unless the corresponding statement is received by the International Bureau from the Administration in arrears in time for the making up of the next general annual account.

In the case provided for by Section 5 of the preceding Article, the accounts must bear the note "Aucune observation de l'Office débiteur n'est parvenue dans le délai réglementaire" (No observation received from the debtor Administration within the prescribed period).

If two Administrations agree to make a special settlement, their Forms C 23 bear the note "Compte réglé à part—à titre d'information" (Account settled separately—for purposes of information) and are not included in the general annual account.

3. The International Bureau makes up, at the end of each year, on the basis of the forms which have reached it up to that time and which are considered as duly accepted, a general account of transit charges. If occasion arises, it complies with the rule laid down by Article 60, Section 2 for the annual payments.

The account indicates:

- (a) The debit and credit of each Administration;
- (b) The debit or credit balance of each Administration;
- (c) The sums to be paid by the debtor Administrations;
- (d) The sums to be received by the creditor Administrations.

The International Bureau sees that the number of payments made by the debtor Administrations is limited as far as possible.

4. The general annual accounts must be transmitted to the Administrations by the International Bureau as soon as possible, and,

possible et, au plus tard, avant l'expiration du premier trimestre de l'année qui suit celle de leur établissement.

ARTICLE 72.

Liquidation des frais de transit.

1.—Sauf entente contraire, le solde résultant du décompte général annuel du Bureau international ou des règlements spéciaux, *y compris, le cas échéant, la compensation prévue à l'article 60, § 2*, est payé par l'Office débiteur à l'Office créancier en or ou au moyen de chèques ou de traites payables à vue sur la capitale ou sur une place commerciale du pays créancier.

En cas de paiement au moyen de chèques ou de traites, ces titres sont établis en monnaie du pays créancier pour un montant équivalent, au jour de l'achat, à la valeur du solde exprimé en francs. Les frais de paiement sont supportés par l'Office débiteur.

Ces chèques ou traites peuvent être également tirés sur un autre pays, à la condition que ces titres représentent le même équivalent et que les frais d'escompte soient à la charge de l'Office débiteur.

2.—Le paiement précité doit être effectué dans le plus bref délai possible, et, au plus tard, avant l'expiration d'un délai de 4 mois à partir de la date d'envoi du décompte par le Bureau international ou de l'invitation à payer, adressée par l'Office créancier à l'Office débiteur, quand il s'agit d'un compte réglé à part. *Ce délai peut être porté à 5 mois dans les relations entre pays éloignés.*

Passé ces délais, les sommes dues sont productives d'intérêt, à raison de sept pour cent l'an, à compter du jour d'expiration desdits délais.

at the latest, before the expiration of the first quarter of the year following the one in which they were made up.

ARTICLE 72 (see Protocol I)

Settlement of transit charges

1. Barring contrary agreement, the balance resulting from the general annual account of the International Bureau or from special settlements, including, if occasion arises, the compensation provided for in Article 60, Section 2, is paid by the debtor Administration to the creditor Administration in gold or by means of checks or drafts payable at sight in the capital or in a commercial city of the creditor country.

In case of payment by means of checks or drafts, those instruments are drawn in the money of the creditor country for an amount equivalent on the day of purchase to the value of the balance expressed in francs. The expenses of payment are borne by the debtor Administration.

These checks or drafts may also be drawn on another country on the condition that those instruments represent the same equivalent and that the exchange costs are charged to the debtor Administration.

2. The payment above mentioned must be made as soon as possible, and, at the latest, before the expiration of a period of four months, counting from the date of the sending of the account by the International Bureau, or of the invitation to pay sent by the creditor Administration to the debtor Administration when it is a question of accounts settled separately. This period may be extended to five months in relations between distant countries.

After those periods, the sums due bear interest at the rate of 7 percent a year, counting from the date of expiration of the said periods.

Post, p. 2571.

Payment of transit charges.

Ante, p. 2632.

Early settlement.

TITRE VIII.

TITLE VIII

Various provisions.

Dispositions diverses.

VARIOUS PROVISIONS

CHAPITRE UNIQUE.

SOLE CHAPTER

ARTICLE 73.

ARTICLE 73

Reply coupons.

Coupons-réponse.

Reply coupons

Form, etc.

Post, p. 2694.

1.—Les coupons-réponse sont conformes au modèle C 26 ci-annexé et imprimés par les soins du Bureau international sur papier portant en filigrane les lettres *U P U* en grands caractères.

1. Reply coupons conform to Model C 26 hereto appended, and are printed by the International Bureau on paper bearing, in the watermark, the letters "U P U" in large characters.

Options.

2.—Chaque Administration a la faculté:

2. Each Administration has the option:

a) de donner aux coupons-réponse une perforation distinctive qui ne nuise pas à la lecture du texte et ne soit pas de nature à entraver la vérification de ces valeurs;

a) of giving the reply coupons a distinctive perforation which does not interfere with the reading of the text and is not of such a nature as to hinder the verification of the coupons.

b) de modifier, à la main ou au moyen d'un procédé d'impression, le prix de vente indiqué sur les coupons.

b) of modifying, by hand or by means of a printing process, the selling price indicated on the coupons.

3.—Le Bureau international fournit les coupons au prix coûtant.

3. The International Bureau furnishes the coupons at cost price.

Annual settlement.

4.—Sauf entente contraire entre les Administrations intéressées, les coupons échangés sont envoyés annuellement aux Administrations qui les ont émis avec l'indication globale de leur nombre et de leur valeur.

4. Barring contrary agreement among the Administrations concerned, the coupons exchanged are sent annually to the Administrations which have issued them, with indication of their total number and value.

Procedure.

5.—Aussitôt que deux Administrations se sont mises d'accord sur le nombre des coupons échangés dans leur relations réciproques, un relevé (modèle C 27 ci-annexé), indiquant le solde débiteur ou créateur, est dressé par chacune des deux Administrations et transmis par celles-ci au Bureau international. A défaut d'accord entre deux Administrations dans un délai de six mois, l'Office créateur établit son décompte et l'envoie au Bureau international. Pour l'établissement de ce relevé, la valeur du coupon est calculée à 37½ centimes par unité. Le Bureau international comprend le solde dans un décompte annuel.

5. As soon as two Administrations have come to an agreement as to the number of coupons exchanged in their reciprocal relations, a statement (Form C 27 hereto appended) indicating the debit or credit balance is made up by each of the two Administrations and transmitted by them to the International Bureau. In the absence of an agreement between two Administrations within a period of six months, the creditor Administration makes up its account and sends it to the International Bureau. For the making up of that account, the value of the coupons is calculated at 37½ centimes each. The International Bureau includes the balance in an annual account.

Post, p. 2695.

Dans le cas où l'une seulement des Administrations aurait fourni le relevé (modèle C 27), les indications de cette Administration font foi.

6.—Lorsque, dans les rapports entre deux Offices, le solde annuel ne dépasse pas 25 francs, l'Office débiteur est exonéré de tout payement et le relevé n'est pas dressé.

7.—Dans le cas où deux Administrations se sont mises d'accord pour faire un règlement spécial, elles ne transmettent pas de relevé au Bureau international.

8.—Le payement des soldes a lieu dans les conditions prévues à l'article 72.

ARTICLE 74.

Cartes d'identité.

1.—Les Administrations désignent les bureaux de poste ou les services postaux qui délivrent les cartes d'identité.

2.—Ces cartes sont établies sur des formules conformes au modèle C 28 ci-annexé. Ces formules sont fournies, au prix coûtant, par le Bureau international.

3.—Au moment de la demande, le requérant remet sa photographie et justifie de son identité. Les Administrations édictent les prescriptions nécessaires pour que les cartes ne soient délivrées qu'après examen minutieux de l'identité du requérant.

L'agent inscrit cette demande dans un registre, remplit à l'encre et en caractères latins toutes les indications que comporte la formule de carte d'identité, colle sur celle-ci la photographie à l'endroit désigné, applique mi-partie sur cette photographie et mi-partie sur la carte un timbre-poste représentant la taxe perçue et annule cette figurine au moyen d'une empreinte bien nette du timbre à date.

Il appose ensuite de nouveau l'empreinte de ce timbre ou de son sceau officiel, de manière qu'elle porte à la fois sur la partie

In case that only one of the Administrations has furnished the statement (Form C 27), the indications of that Administration are considered valid.

6. When, in relations between two Administrations, the annual balance does not exceed 25 francs, the debtor Administration is released from all payment and the account is not made up.

7. In case that two Administrations have come to an agreement to make a special settlement, they do not transmit any account to the International Bureau.

8. The payment of the balances is made under the conditions provided by Article 72.

ARTICLE 74

Identity cards

1. The Administrations designate the post offices or postal services which issue identity cards.

2. These cards are made up on forms agreeing with Model C 28 hereto appended. These forms are furnished at cost by the International Bureau.

3. At the time of making application, the applicant submits his photograph and proves his identity. Administrations fix the necessary requirements so that the cards may not be issued until careful investigation is made regarding the identity of the applicant.

The employee enters this request in a register; fills in, in Latin characters and in ink, all the information called for by the form of identity card; affixes the photograph to it in the designated place; applies, half on the photograph and half on the card, a postage stamp representing the charge collected; and cancels that stamp by means of a very neat impression of the date stamp.

He then also places the impression of that stamp or of his official seal, in such a manner that it appears both on the upper part of

If only one statement be received.

Post, p. 2695.

Small balances.

Special settlements.

Payment.

Ante, p. 2643.

Identity cards.

Issuing offices.

Forms.
Post, p. 2696.

Requirements.

supérieure de la photographie et sur la carte, puis reproduit cette empreinte au recto de la carte, signe celle-ci et la remet à l'intéressé après avoir recueilli sa signature.

Renewal of photograph.

4.—Lorsque la physionomie du titulaire s'est modifiée au point qu'elle ne réponde plus à la photographie ou au signalement, la carte doit être renouvelée.

Rights reserved.

5.—Chaque pays conserve la faculté de délivrer les cartes d'identité du service international selon les règles appliquées pour les cartes en usage dans son service intérieur.

the photograph and on the card, then reproduces that impression on the front of the card, signs the card, and delivers it to the interested party after obtaining his signature.

4. When the appearance of the holder becomes modified to such an extent that it no longer agrees with the photograph or description, the card must be renewed.

5. Each country reserves the right to issue identity cards for the international service in accordance with the rules applicable to cards used in its domestic service.

ARTICLE 75.

ARTICLE 75.

Warship mails.

Dépêches échangées avec des bâtiments de guerre.

Mails exchanged with warships

Establishment of exchange.

1.—L'établissement d'un échange, en dépêches closes, entre un Office postal et des divisions navales ou bâtiments de guerre de même nationalité, ou entre une division navale ou bâtiment de guerre et une autre de même nationalité, doit être notifié, autant que possible à l'avance, aux Offices intermédiaires.

Details.

2.—La suscription de ces dépêches est rédigée comme suit:

Du bureau de.....
 Pour { la division navale (nationalité) de (designa-
 tion de la division) à..... } (Pays).
 le bâtiment (nationalité) le
 • le (nom du bâtiment) à.....

ou

De la division navale (nationalité) de (désignation de la division) à..... } (Pays).
 Du bâtiment (nationalité) le
 (nom du bâtiment) à..... }
 Pour le bureau de.....

ou

De la division navale (nationalité) de (désignation de la division) à..... } (Pays).
 Du bâtiment (nationalité) le
 (nom du bâtiment) à..... }
 Pour { la division navale (nationalité) de (désignation de la division) à..... } (Pays).
 le bâtiment (nationalité) le
 le (nom du bâtiment) à.....

1. Notice must be given, in advance as far as possible, to the intermediate Administrations, of the establishment of an exchange of closed mails between a Postal Administration and naval divisions or warships of the same nationality, or between one naval division or warship and another of the same nationality.

2. The address of such dispatches is worded as follows:

From the office of.....for
 the (nationality) naval division of
 (name of the division) at.....
 (country).
 For the (nationality) ship (name of the ship).....at.....(country).

or

From the (nationality) naval division
 of (name of the division) at.....
 (country).
 From the (nationality) ship (name of the ship) at.....(country).
 For the office of.....(country).

or

From the (nationality) naval division
 of (name of the division) at.....
 (country).
 From the (nationality) ship (name of the ship) at.....(country).
 For the (nationality) naval division of
 (name of the division) at.....
 (country).
 For the (nationality) ship (name of the ship) at.....(country)....

3.—Les dépêches à destination ou provenant de divisions navales ou de bâtiments de guerre sont acheminées, sauf indication d'une voie spéciale sur l'adresse, par les voies les plus rapides et dans les mêmes conditions que les dépêches échangées entre bureaux de poste.

Le capitaine d'un paquebot postal qui transporte des dépêches à destination d'une division navale ou d'un bâtiment de guerre les tient à la disposition du commandant de la division ou du bâtiment destinataire pour le cas où celui-ci viendrait lui en demander la livraison en route.

4.—Si les bâtiments ne se trouvent pas au lieu de destination quand les dépêches à leur adresse y arrivent, ces dépêches sont conservées au bureau de poste, en attendant leur retrait par le destinataire ou leur réexpédition sur un autre point. La réexpédition peut être demandée, soit par l'Office postal d'origine, soit par le commandant de la division navale ou du bâtiment destinataire, soit enfin par un Consul de même nationalité.

5.—Celles des dépêches dont il s'agit qui portent la mention "Aux soins du Consul d....." sont consignées au Consulat du pays d'origine. Elles peuvent être ultérieurement, à la demande du Consul, réintégrées dans le service postal et réexpédiées sur le lieu d'origine ou sur une autre destination.

6.—Les dépêches à destination d'un bâtiment de guerre sont considérées comme étant en transit jusqu'à leur remise au commandant de ce bâtiment, alors même qu'elles auraient été primitivement adressées aux soins d'un bureau de poste ou à un Consul chargé de servir d'agent de transport intermédiaire; elles ne sont donc pas considérées comme étant parvenues à leur adresse, tant qu'elles n'ont pas été livrées au bâtiment de guerre destinataire.

3. Dispatches addressed to or coming from naval divisions or warships are forwarded, in the absence of any indication of a special route in the address, by the most rapid routes, and under the same conditions as the dispatches exchanged between post offices.

The captain of a mail steamer which carries dispatches addressed to a naval division or a warship holds them at the disposal of the commander of the division or vessel of destination in case that the latter should request that he deliver them en route.

4. If the vessels are not found at the place of destination when the dispatches addressed to them arrive there, such dispatches are retained at the post office while awaiting their withdrawal by the addressees or their reforwarding to another point. The reforwarding may be requested either by the Postal Administration of origin or by the commander of the naval division or vessel of destination, or, finally, by a Consul of the same nationality.

5. Those of the dispatches in question which bear the note: "Aux soins du Consul d....." (in care of the Consul of.....) are delivered to the Consulate of the country of origin. They may, later on, at the request of the Consul, be returned to the postal service and forwarded to the place of origin or to another destination.

6. Dispatches addressed to a warship are considered as being in transit up to their delivery to the commander of that warship, even if they have originally been addressed in care of another post office or to a Consul charged with serving as intermediate forwarding agent; they are not, therefore, considered as having arrived at their address until they have been delivered to the warship of destination.

Forwarding, etc.

Retention, etc.

Reforwarding requests.

In care of Consul.

Considered in transit until delivered to commander.

ARTICLE 76.

ARTICLE 76

Prepayment bulletins.

Bulletins d'affranchissement. Décompte des frais de douane, etc.

Prepayment bulletins. Account of customs charges, etc.

Monthly account of customs charges, etc.

1.—*Le décompte relatif aux frais de douane, etc., déboursés par chaque Office pour le compte d'un autre, est effectué au moyen des comptes particuliers mensuels conformes au modèle C 4 ci-annexé, qui sont établis par l'Office débiteur dans la monnaie du pays créateur. Les bulletins d'affranchissement sont inscrits par ordre alphabétique des bureaux qui ont fait l'avance des frais et suivant l'ordre numérique qui leur a été donné.*

1. The account relative to customs expenses, etc., paid out by each Administration on behalf of another, is effected by means of individual monthly accounts conforming to Model C 4 hereto appended, which are made up by the debtor Administration in the money of the creditor country. The prepayment bulletins are entered in the alphabetical order of the offices which have advanced the charges, and in the numerical order which has been given them.

Post, p. 2670.

Parcel post service may be included.

Si les deux Administrations intéressées assurent également le service des colis postaux dans leurs relations réciproques, elles peuvent comprendre, sauf avis contraire, dans les décomptes des bulletins d'affranchissement de ce dernier service, ceux de la poste aux lettres.

If the two Administrations concerned also execute the parcel-post service in their reciprocal relations, they may include, in the accounts of prepayment bulletins relative to that service, barring contrary notification, those relative to the regular-mail service.

Prompt transmission.

2.—*Le compte particulier, accompagné des bulletins d'affranchissement, est transmis à l'Administration créditrice au plus tard à la fin du mois qui suit celui auquel il se rapporte. Il n'est pas dressé de compte négatif.*

2. The individual account, accompanied by the prepayment bulletins, is transmitted to the creditor Administration, at the latest, at the end of the month following that to which it relates. No negative accounts are made up.

Verification.

3.—*La vérification des comptes est effectuée d'après les règles fixées par le Règlement des mandats de poste.*

3. The verification of the accounts is effected in accordance with the rules fixed by the Regulations of the Money-Order Agreement.

Settlement.

4.—*Les décomptes donnent lieu à une liquidation spéciale. Chaque Office peut, toutefois, demander que ces comptes soient annexés, soit aux comptes des mandats de poste, soit aux comptes C P 14 ou C P 15 des colis postaux.*

4. The accounts give rise to a special settlement. Each Administration may, however, request that these accounts be appended either to the money-order accounts or to the parcel-post accounts C P 14 or C P 15.

ARTICLE 77.

ARTICLE 77

Formules à l'usage du public.

Forms for the use of the public

Forms for public use. *Ante*, p. 2539.

En vue de l'application des dispositions de l'article 30, § 2, de la Convention, sont considérées comme formules à l'usage du public:

In view of the application of the provisions of Article 30, Section 2, of the Convention, the following are considered as forms for the use of the public:

Post, pp. 2667, 2668, 2672.

les formules C 1 (*Etiquette de douane*), C 2 (*Déclaration en douane*), C 6 (*Avis de récep-*

The Forms C 1 (customs label), C 2 (customs declaration), C 6 (return receipt), C 8 (internation-

tion), C 8 (Mandat de remboursement international), C 10 (*Enveloppe de réexpédition*), C 11 (Demande de retrait ou de modification d'adresse), C 12 (Renseignements à fournir en cas de réclamation d'un envoi ordinaire), C 13 (Réclamation d'un envoi recommandé).

al C. O. D. money order), C 10 (forwarding envelope), C 11 (request for return or change of address), C 12 (tracer for an ordinary article), C 13 (tracer for a registered article).

Post, pp. 2673, 2675-2681.

ARTICLE 78.

ARTICLE 78

Délai de garde des documents.

Period of retention of documents

Les documents du service international doivent être conservés pendant une période minimum de deux ans.

The documents of the international service must be kept for a minimum period of two years.

Retention of documents.
Ante, p. 2556.

ARTICLE 79.

ARTICLE 79

Adresse télégraphique.

Telegraphic address

Les Administrations font usage, pour les communications télégraphiques qu'elles échangent entre elles, de l'adresse télégraphique "Postgen", suivie de l'indication de la ville où se trouve le siège de l'Administration centrale.

The Administrations make use, for the telegraphic communications which they exchange among themselves, of the telegraphic address "Postgen", followed by the name of the city in which the central Administration is located.

Telegraphic address.

TITRE IX.

TITLE IX

Bureau international.

INTERNATIONAL BUREAU

International Bureau.

CHAPITRE UNIQUE.

SOLE CHAPTER

ARTICLE 80.

ARTICLE 80

Congrès et Conférences.

Congresses and Conferences

Congresses, etc.

Le Bureau international prépare les travaux des Congrès ou Conférences. Il pourvoit aux impressions et à la distribution des documents nécessaires.

The International Bureau prepares the agenda for Congresses or Conferences. It provides for the printing and distribution of the necessary documents.

Duties, etc.

Le Directeur de ce Bureau assiste aux séances des Congrès ou Conférences et prend part aux discussions, sans voix délibérative.

The Director of that Bureau attends the sessions of Congresses or Conferences, and takes part in the discussions, without the power of voting.

Attendance, etc., of Director.

ARTICLE 81.

ARTICLE 81

Renseignements. Demandes de modifications des Actes.

Information. Requests for modification of the Acts

Le Bureau international doit se tenir en tout temps à la disposition des membres de l'Union, pour leur fournir, sur les questions

The International Bureau must hold itself at all times at the disposal of members of the Union, to furnish them, on questions

To furnish information.

relatives au service, les renseignements dont ils pourraient avoir besoin.

Requests for changes,
etc.

Il instruit les demandes de modification ou d'interprétation des dispositions qui régissent l'Union et notifie les résultats des consultations.

relative to the service, such information as they may require.

It prepares a statement of requests for changes or for interpretation of the provisions governing the Union, and makes known the results of consultations.

ARTICLE 82.

ARTICLE 82

Publications.

Publications.

Publications

Special journal.

1.—Le Bureau international rédige, à l'aide des documents qui sont mis à sa disposition, un journal spécial en langues allemande, anglaise, espagnole et française.

1. The International Bureau publishes, with the aid of the documents which are placed at its disposal, a special journal in the German, English, Spanish and French languages.

Digest of information.

2.—Il publie, d'après les informations fournies en vertu des prescriptions de l'article 90 ci-après, un recueil officiel de tous les renseignements d'intérêt général concernant l'exécution de la Convention et du Règlement dans chaque pays. Les modifications ultérieures sont notifiées par circulaires.

2. It publishes, in accordance with information furnished under the provisions of Article 90 hereafter, an official digest of all information of general interest concerning the execution of the Convention and Regulations in each country. Subsequent modifications are published in circulars.

Post, p. 2655.

Des recueils analogues concernant l'exécution des Arrangements sont publiés sur la demande des Administrations participant à ces Arrangements.

Similar digests concerning the execution of the Agreements are published at the request of the Administrations participating in those Agreements.

Distribution.

3.—Les documents publiés par le Bureau international sont distribués aux Administrations dans la proportion du nombre d'unités contributives assignées à chacune d'elles par l'article 24 de la Convention.

3. The documents published by the International Bureau are distributed among the Administrations in proportion to the number of contributive units assigned to each one of them by Article 24 of the Convention.

Annex, p. 2637.

Les exemplaires supplémentaires de ces documents qui seraient réclamés par les Administrations sont payés à part, d'après leur prix de revient.

Additional copies of those documents requested by Administrations are paid for separately, at their selling price.

World postal directory.

4.—Le Bureau international est chargé de publier un dictionnaire alphabétique de tous les bureaux de poste du monde, avec une mention spéciale pour ceux de ces bureaux chargés de services qui ne sont pas encore généralisés. Ce dictionnaire est tenu au courant au moyen de suppléments ou de toute autre manière que le Bureau international juge convenable.

4. The International Bureau is charged with publishing an alphabetical dictionary of all the post offices in the world, with special mention of those of such offices charged with services which have not yet been generalized. That dictionary is kept up to date by means of supplements, or in any other manner which the International Bureau deems convenient.

Kept up to date.

Le dictionnaire est distribué aux Administrations à raison de 10 exemplaires par unité contributive

The dictionary is distributed among the Administrations at the rate of 10 copies for each contrib-

Distribution.

assignée à chacune d'elles par l'article 24 de la Convention. Les exemplaires supplémentaires demandés par les Administrations sont payés à part, d'après leur prix de revient.

utive unit assigned to each of them by Article 24 of the Convention. Additional copies requested by Administrations are paid for separately, in accordance with their selling price.

Ante, p. 2537.

ARTICLE 83.

Rapport annuel.

Le Bureau international fait sur sa gestion un rapport annuel qui est communiqué à toutes les Administrations.

ARTICLE 83

Annual Report

The International Bureau makes an annual report of its operations, which is sent to all the Administrations.

Annual report.

ARTICLE 84.

Langue officielle du Bureau international.

La langue officielle du Bureau international est la langue française.

ARTICLE 84

Official language of the International Bureau

The official language of the International Bureau is the French language.

Official language adopted.

ARTICLE 85.

Coupons-réponse. Cartes d'identité. Tableau des équivalents.

Le Bureau international est chargé de la confection et de l'approvisionnement des coupons-réponse et des cartes d'identité, ainsi que de l'établissement et de la distribution du tableau des équivalents prévu à l'article 5 ci-dessus.

ARTICLE 85

Reply coupons. Identity cards. Table of equivalents

The International Bureau is charged with manufacturing and supplying reply coupons and identity cards, as well as with preparing and distributing the table of equivalents contemplated by Article 5 above.

Reply coupons, identity cards, etc.

Manufacture and supply.

Ante, p. 2585.

ARTICLE 86.

Balance et liquidation des comptes.

1.—Le Bureau international est chargé d'opérer la balance et la liquidation des comptes de toute nature relatifs au service international des postes entre les Administrations qui déclarent vouloir emprunter son intermédiaire. Celles-ci se concertent, à cet effet, entre elles et avec ce Bureau.

2.—Sur la demande des Administrations intéressées, les décomptes télégraphiques peuvent aussi être indiqués au Bureau international pour entrer dans la compensation des soldes.

3.—Chaque Administration conserve le droit d'établir à son

ARTICLE 86

Balancing and settlement of accounts

1. The International Bureau is charged with effecting the balancing and settlement of accounts of all kinds relating to the international postal service among the Administrations which declare themselves willing to use its intermediary. The latter come to an agreement to that effect among themselves and with the Bureau.

2. At the request of the Administrations concerned, telegraphic accounts may also be transmitted to the International Bureau, to be included in the striking of balances.

3. Each Administration reserves the right to make up, at

Settlement of accounts.

Telegraphic accounts.

Special accounts.

choix des décomptes spéciaux pour diverses branches du service et d'en opérer à sa convenance le règlement avec ses correspondants, sans employer l'intermédiaire du Bureau international, auquel elle se borne à indiquer pour quelles branches de service et pour quels pays elle réclame ses offices.

Use of intermediary.

4.—Les Administrations qui auront emprunté l'intermédiaire du Bureau international pour la balance et la liquidation des décomptes peuvent cesser d'user de cet intermédiaire trois mois après en avoir donné avis.

its option, special accounts for various branches of the service, and to settle them, at its convenience, with its correspondents, without employing the intermediary of the International Bureau, to which it merely gives notice of those branches of the service and the countries for which it requests its offices.

4. Administrations which have employed the intermediary of the International Bureau in balancing and settling accounts may cease to use that intermediary three months after having given notice thereof.

ARTICLE 87.

ARTICLE 87

Making up of accounts.

Etablissement des comptes.

Making up of accounts

Transmittal from debtor to creditor Administration.

1.—Lorsque les comptes particuliers ont été débattus et arrêtés d'un commun accord, les Offices débiteurs transmettent aux Offices créditeurs, pour chaque nature d'opérations, une reconnaissance, établie en francs et centimes, du montant de la balance des deux comptes particuliers, avec l'indication de l'objet de la créance et de la période à laquelle elle se rapporte.

1. When the detailed accounts have been checked and agreed upon, the debtor Administrations transmit to the creditor Administrations, for each class of operations, an acknowledgment, made up in francs and centimes, of the amount of the balance of the two detailed accounts, with indication of the subject of the credit and of the period to which it relates.

General accounts.

Sauf entente contraire, l'Office qui désirerait, pour sa comptabilité intérieure, avoir des comptes généraux, aurait à les établir lui-même et à les soumettre à l'acceptation de l'Office correspondant.

Barring contrary agreement, an Administration which desires, for its own accounting purposes, to have general accounts, must make them up itself, and submit them to the corresponding Administration for acceptance.

Other systems.

Les Offices peuvent s'entendre pour pratiquer un autre système dans leurs relations.

Administrations may come to agreements to apply another system in their relations.

Detailed tables.

2.—Chaque Office adresse au Bureau international mensuellement ou trimestriellement, si des circonstances spéciales le rendent désirable, un tableau indiquant son Avoir du chef des décomptes particuliers, ainsi que le total des sommes dont il est créateur envers chacun des Offices contractants; chaque créance figurant dans ce tableau doit être justifiée par une reconnaissance de l'Office débiteur.

2. Each Administration addresses to the International Bureau, monthly or quarterly, if special circumstances render it desirable, a table indicating its credit on the detailed accounts, as well as the total of the sums due to it from each of the contracting Administrations; each credit figuring in the table must be justified by an acknowledgment from the debtor Administration.

Ce tableau doit parvenir au Bureau international le 19 de chaque mois ou du premier mois

This table must reach the International Bureau on the 19th of each month or of the first month

de chaque trimestre au plus tard. A défaut, il n'est compris que dans la liquidation du mois ou du trimestre suivant.

3.—Le Bureau international, constate, en rapprochant les reconnaissances, si les tableaux sont exacts. Toute rectification nécessaire est notifiée aux Offices intéressés.

Le Doit de chaque Office envers un autre est reporté dans un tableau récapitulatif; afin d'établir le total dont chaque Office est débiteur, il suffit d'additionner les diverses colonnes de ce tableau récapitulatif.

ARTICLE 88.

Balance générale.

1.—Le Bureau international réunit les tableaux et les récapitulations en une balance générale indiquant:

a) le total du Doit et de l'Avoir de chaque Office;

b) le solde débiteur ou le solde créditeur de chaque Office;

c) les sommes à payer par les Offices débiteurs et la répartition de ces sommes entre les Offices créditeurs.

Il veille, dans la mesure du possible, à ce que chaque Office n'ait à effectuer, pour se libérer, qu'un ou deux paiements distincts.

Toutefois, l'Office qui se trouve habituellement à découvert vis-à-vis d'un autre Office pour une somme supérieure à 50,000 francs a le droit de réclamer des acomptes.

Ces acomptes sont inscrits, tant par l'Office créditeur que par l'Office débiteur, au bas des tableaux à adresser au Bureau international.

2.—Les reconnaissances transmises au Bureau international avec les tableaux sont classées par Office.

Elles servent de base pour l'établissement de la liquidation des comptes de chacun des Offices intéressés. Dans cette liquidation doivent figurer:

of each quarter at the latest. Otherwise it is carried over for settlement to the account for the following month or quarter.

3. The International Bureau determines, by comparing the acknowledgments, whether the tables are correct. Notice of any necessary correction is given to the Administrations concerned.

The debit of each Administration to another is carried over to a recapitulatory table; in order to determine the total amount owed by each Administration, it is sufficient to add up the various columns of this recapitulatory table.

Determination by Bureau.

ARTICLE 88

General balance

General balance.

1. The International Bureau assembles the tables and the recapitulations into a general balance sheet indicating:

(a) The total debit and credit of each Administration;

(b) The debit or credit balance of each Administration;

(c) The sums to be paid by the debtor Administrations, and the distribution of those sums among the creditor Administrations.

It sees, as far as possible, that each Administration does not have to make more than one or two separate payments in order to settle its obligations.

However, an Administration which habitually finds a sum exceeding 50,000 francs due to it by another Administration has the right to claim payments on account.

These remittances are entered, by both the creditor and the debtor Administration, at the bottom of the tables which they address to the International Bureau.

2. The acknowledgments transmitted to the International Bureau with the tables are classified according to Administrations.

They serve as the basis for the making up of the balance of the accounts of each of the Administrations concerned. In that balance shall figure:

Preparation by Bureau.

Classification of acknowledgments.

a) les sommes afférentes aux comptes spéciaux portant sur les divers échanges;

b) le total des sommes résultant de tous les comptes spéciaux par rapport à chacun des Offices intéressés;

c) les totaux des sommes dues à tous les Offices créditeurs pour chaque branche du service, ainsi que leur total général.

Ce total doit être égal au total du Doit qui figure dans la récapitulation.

Au bas du bordereau de liquidation, la balance est établie entre le Doit et l'Avoir résultant des tableaux adressés par les Offices au Bureau international. Le montant net du Doit ou de l'Avoir doit être égal au solde débiteur ou au solde créditeur porté dans la balance générale. En outre, le bordereau indique les Offices en faveur desquels le paiement doit être effectué par l'Office débiteur.

Les bordereaux de liquidation doivent être transmis aux Offices intéressés par le Bureau international, au plus tard le 22 de chaque mois.

(a) The sums relative to the special accounts concerning the various exchanges;

(b) The total of the sums resulting from all the special accounts in relation to each of the Administrations concerned;

(c) The totals of the sums due to all the creditor Administrations for each branch of the service, as well as their grand total.

This total must be equal to the debit which figures in the recapitulation.

At the bottom of the balance sheet, the balance is made between the debit and the credit resulting from the tables addressed by the Administrations to the International Bureau. The net amount of the debit or the credit must be equal to the debit or credit balance carried into the general balance sheet. Moreover, the sheet indicates the Administrations in favor of which the payment must be effected by the debtor Administration.

The balance sheets shall be sent to the Administrations concerned by the International Bureau on the 22d of each month at the latest.

ARTICLE 89.

ARTICLE 89

Payment.

Payment.

Payment

Prompt settlement.

Le paiement des sommes dues, en vertu d'une liquidation, par un Office à un autre Office, doit être effectué aussitôt que possible et au plus tard quinze jours après la réception du bordereau de liquidation par l'Office débiteur. Quant aux autres conditions de paiement, les dispositions du § 1 de l'article 72 sont applicables. Les dispositions du § 2 dudit article font règle en cas de non-paiement du solde dans le délai fixé.

Annex, p. 2643.

The payment of the sums due, by virtue of a balance sheet, by one Administration to another Administration, must be effected as soon as possible, and, at the latest, 15 days after the receipt of the balance sheet by the debtor Administration. As for the other conditions of payment, the provisions of Section 1 of Article 72 are applicable. The provisions of Section 2 of the said Article govern in case of non-payment of the balance within the period fixed.

Small balances.

Les soldes débiteurs ou créditeurs n'excédant pas 500 francs peuvent être reportés à la liquidation du mois suivant, à la condition toutefois que les Offices intéressés soient en rapport mensuel avec le Bureau international.

Debit or credit balances not exceeding 500 francs may be carried over to the balance sheet for the month following, on the condition, however, that the Administrations concerned are in monthly communication with the Interna-

Il est fait mention de ce report dans les récapitulatifs et dans les liquidations pour les Offices créditeurs et débiteurs. L'Office débiteur fait parvenir, le cas échéant, à l'Office créateur, une reconnaissance de la somme due, pour être portée au prochain tableau.

tional Bureau. Mention is made of this carrying over in the recapitulations and in the settlement accounts for the creditor and debtor Administrations. The debtor Administration, in such a case, sends the creditor Administration an acknowledgment of the sum due, to be carried over to the next table.

ARTICLE 90.

Communications à adresser au Bureau international.

ARTICLE 90

Communications to be addressed to the International Bureau

Communications through Bureau.

1.—Les Administrations doivent se communiquer notamment par l'intermédiaire du Bureau international:

1. Administrations shall communicate to one another, thru the intermediary of the International Bureau, in particular:

a) l'indication des surtaxes qu'elles perçoivent pour frais de transport extraordinaire en vertu des articles 36 et 76 de la Convention, ainsi que la nomenclature des pays auxquels s'appliquent ces surtaxes, et s'il y a lieu, la désignation des services qui en motivent la perception;

(a) An indication of the surcharges which they collect for extraordinary transit charges by virtue of Articles 36 and 76 of the Convention, as well as a list of the countries to which those surcharges apply, and, if necessary, a designation of the services which give rise to their collection;

Particulars.

Ante, pp. 2606, 2648.

b) la collection en trois exemplaires de leurs timbres-poste et des impressions-types de leurs machines à affranchir, avec indication de la date à partir de laquelle les timbres-poste des émissions antérieures cesseraient d'avoir cours;

(b) A triplicate collection of their postage stamps and specimen impressions of their stamping machines, with indication of the date from which the postage stamps of previous issues will cease to be valid;

c) leur décision au sujet de la faculté d'appliquer ou non certaines dispositions générales de la Convention et du Règlement;

(c) Their decision in regard to the option of applying or not applying certain general provisions of the Convention and Regulations;

d) les taxes modérées qu'elles ont adoptées, en vertu de l'article 5 de la Convention, et l'indication des relations auxquelles ces taxes sont applicables;

(d) The reduced rates which they have adopted by virtue of Article 5 of the Convention, and an indication of the relations to which such rates are applicable;

Ante, p. 2529.

e) tous les renseignements utiles concernant les prescriptions douanières ou autres, ainsi que les interdictions ou restrictions réglant l'importation et le transit des envois postaux dans leurs services respectifs;

(e) All necessary information concerning their customs or other regulations, as well as the prohibitions or restrictions concerning the importation and transit of mail articles in their respective services;

f) la liste des distances kilométriques pour les parcours territoriaux suivis par les dépêches en transit;

(f) A list of distances in kilometers for the land routes followed by dispatches in transit;

g) la liste des lignes de paquebots en partance de leurs ports et

(g) A list of all steamship lines whose ships leave their ports

utilisées pour le transport des dépêches avec indication des parcours, des distances et des durées de parcours entre le port d'embarquement et chacun des ports d'escale successifs, de la périodicité du service et des pays auxquels les frais de transit maritime, en cas d'utilisation des paquebots, doivent être payés;

h) l'indication qu'elles admettent ou non, dans les envois affranchis au tarif des lettres, des objets passibles de droits de douane;

i) leurs taxes postales intérieures.

Notice of changes.

2.—Toute modification apportée ultérieurement, à l'égard de l'un ou l'autre des points ci-dessus mentionnés, doit être notifiée sans retard.

3.—Les Administrations doivent fournir au Bureau international deux exemplaires des documents qu'elles publient, tant sur le service intérieur que sur le service international.

Bureau to be furnished with two copies of each document, etc.

and are used for the conveyance of mails, with indication of the routes, distances, transit times between the port of embarkation and each of the subsequent ports of call, frequency of the service, and the countries to which the maritime transit charges should be paid if use is made of the steamships;

(h) Information as to whether or not they will admit, in articles bearing letter postage, articles liable to customs duty;

(i) Their domestic postage rates.

2. Notice of any change made subsequently in regard to any of the points above mentioned must be given without delay.

3. Administration shall furnish the International Bureau with two copies of the documents which they publish, in regard to both the domestic and the international service.

ARTICLE 91.

General statistics.

Statistique générale.

Annual preparation.

1.—Le Bureau international dresse une statistique générale pour chaque année.

A cet effet, les Administrations lui font parvenir une série aussi complète que possible de renseignements statistiques sous forme de tableau à dresser conformément aux modèles C 29 et C 30 ci-annexés. Le tableau C 29 est transmis à la fin du mois de juillet de chaque année; mais les renseignements compris dans les parties I, II et IV de ce tableau ne sont fournis que tous les trois ans; le tableau C 30 est également transmis tous les trois ans, à la même date. Les renseignements fournis se rapportent toujours à l'année précédente.

Post. pp. 2697, 2700.

2.—Les opérations de service qui donnent lieu à enregistrement font l'objet de relevés périodiques, d'après les écritures effectuées.

Use of periodical statements.

All other operations.

3.—Pour toutes les autres opérations, il est procédé chaque

ARTICLE 91

General statistics

1. The International Bureau makes up a set of general statistics for each year.

For that purpose, the Administrations send it a set of statistical information, as complete as possible, in the form of tables to be made up in conformity with Models C 29 and C 30 hereto appended. Table C 29 is sent out at the end of the month of July of each year; but the information comprised in Parts I, II and IV of that table is furnished only once every three years; Table C 30 is likewise sent out once every three years on the same date. The information furnished always relates to the preceding year.

2. The operations of the service which give rise to detailed recording form the subject of periodical statements, based on the actual records.

3. For all other operations, a count is made each year of articles

année à un comptage des objets de toute nature, sans distinction entre les lettres, cartes postales, papiers *d'affaires, imprimés, échantillons* de marchandises et *petits paquets*, et, au moins tous les trois ans, à un dénombrement des différentes catégories de correspondances.

Chaque Administration fixe elle-même l'époque et la durée de ces comptages.

4.—Dans l'intervalle qui s'écoule entre les statistiques spéciales le dénombrement des différentes catégories est fait d'après les chiffres proportionnels tirés de la précédente statistique spéciale.

5.—Le Bureau international fait imprimer et distribue les formules de statistique à remplir par chaque Administration. Il fournit aux Administrations qui en font la demande toutes les indications nécessaires sur les règles à suivre pour assurer l'uniformité des opérations de statistique.

ARTICLE 92.

Dépenses du Bureau international

1.—Les dépenses ordinaires du Bureau international ne doivent pas dépasser, par année, la somme de 350,000 francs suisses.

2.—L'Administration des postes suisses surveille les dépenses du Bureau international, fait les avances nécessaires et établit le compte annuel qui est communiqué aux autres Administrations.

3.—Les sommes avancées par l'Administration des postes suisses, suivant le § 2 de cet article, doivent être remboursées par les Offices débiteurs dans le plus bref délai possible, et au plus tard avant le 31 décembre de l'année d'envoi du compte. Passé ce délai, les sommes dues sont productives d'intérêt au profit de ladite Administration, à raison de sept pour cent l'an, à compter du jour d'expiration dudit délai.

of all kinds, without distinction between letters, post cards, commercial papers, prints, samples of merchandise and small packets, and, at least once every three years, a count is made of the different classes of correspondence.

Each Administration itself fixes the time and duration of such counts.

4. In the interval which elapses between special statistics, the numbers of the different classes are estimated in accordance with proportional figures taken from the preceding special statistics.

5. The International Bureau prints and distributes the statistical forms to be filled in by each Administration. It furnishes the Administrations which request it all necessary information concerning the rules to be followed in order to assure uniformity in statistical operations.

ARTICLE 92

Expenses of the International Bureau

1. The ordinary expenses of the International Bureau shall not exceed the sum of 350,000 Swiss francs per annum.

2. The Swiss Postal Administration supervises the expenses of the International Bureau, makes the necessary advances, and makes up the annual account which is communicated to the other Administrations.

3. The sums advanced by the Swiss Postal Administration in accordance with Section 2 of this Article shall be repaid by the debtor Administrations as soon as possible, and, at the latest, before the 31st of December of the year in which the account is sent out. After that period, the sums due bear interest, payable to the said Administration, at the rate of 7 per cent a year, counting from the date of expiration of the said period.

Intermediate count.

Forms to be used.

Bureau expenses.

Limitation.

Supervision.

Repayment of advances.

Countries classified.

4.—Les pays de l'Union sont classés ainsi qu'il suit en vue de la répartition des frais:

First class.

1^{re} classe: Union de l'Afrique du Sud, Allemagne, Etats-Unis d'Amérique, République Argentine, Commonwealth de l'Australie, Canada, Chine, France, Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord, Inde britannique, Etat libre d'Irlande, Italie, Japon, Nouvelle-Zélande, Turquie, Union des Républiques Soviétistes Socialistes;

Second class.

2^e classe: Espagne, Mexique;

Third class.

3^e classe: Ensemble des Possessions insulaires des Etats-Unis d'Amérique autres que les Iles Philippines, Belgique, Brésil, Egypte, Algérie, Colonies et Protectorats français de l'Indochine, Ensemble des autres Colonies françaises, Grèce, Pays-Bas, Indes néerlandaises, Pologne, Roumanie, Royaume des Serbes, Croates et Slovènes, Suède, Suisse, Tchécoslovaquie;

Fourth class.

4^e classe: Autriche, Danemark, Finlande, Hongrie, Chosen, Norvège, Portugal, Colonies portugaises de l'Afrique, Colonies portugaises de l'Asie et de l'Océanie;

Fifth class.

5^e classe: Bulgarie, Chili, République de Colombie, Estonie, Lettonie, Maroc (à l'exclusion de la Zone espagnole), Maroc (Zone espagnole), Pérou, Perse, Tunisie;

Sixth class.

6^e classe: Afghanistan, Albanie, Bolivie, République de Costa Rica, République de Cuba, Ville libre de Dantzig, République Dominicaine, Equateur, Éthiopie, Guatémala, République d'Haïti, République du Honduras, Lithuanie, Luxembourg, Nicaragua, République de Panama, Paraguay, Colonies néerlandaises en Amérique, République du Salvador, Territoire de la Sarre, Siam, Uruguay, Etats-Unis de Vénézuëla;

Seventh class.

7^e classe: Iles Philippines, Colonie du Congo belge, Ensemble des Colonies espagnoles, Royaume de Hedjaz et de Nedjé et Dépendances, Iraq, Islande, Ensemble des Colonies italiennes, Ensemble des Dépendances japo-

4. The countries of the Union are classified as follows, in view of the distribution of the expenses:

First class: The Union of South Africa, Germany, the United States of America, the Argentine Republic, the Commonwealth of Australia, Canada, China, France, the United Kingdom of Great Britain and Northern Ireland, British India, the Irish Free State, Italy, Japan, New Zealand, Turkey, the Union of Socialistic Soviet Republics;

Second class: Spain, Mexico.

Third class: The whole of the Insular Possessions of the United States of America other than the Philippine Islands, Belgium, Brazil, Egypt, Algeria, the French Colonies and Protectorates in Indo-China, the whole of the other French Colonies, Greece, the Netherlands, the Dutch East Indies, Poland, Rumania, the Kingdom of Serbs, Croats and Slovenes (Yugoslavia), Sweden, Switzerland, Czechoslovakia;

Fourth class: Austria, Denmark, Finland, Hungary, Chosen (Korea), Norway, Portugal, the Portuguese Colonies in Africa, the Portuguese Colonies in Asia and Oceania;

5th class: Bulgaria, Chile, the Republic of Colombia, Estonia, Latvia, Morocco (except the Spanish Zone), Morocco (Spanish Zone), Peru, Persia, Tunis;

Sixth class: Afghanistan, Albania, Bolivia, the Republic of Costa Rica, the Republic of Cuba, the Free City of Danzig, the Dominican Republic, Ecuador, Ethiopia (Abyssinia), Guatemala, the Republic of Haiti, the Republic of Honduras, Lithuania, Luxembourg, Nicaragua, the Republic of Panama, Paraguay, the Dutch Colonies in America, the Republic of El Salvador, the Saar Territory, Siam, Uruguay, the United States of Venezuela;

Seventh class: The Philippine Islands, the Colony of the Belgian Congo, the whole of the Spanish Colonies, the Kingdom of Hejaz and Nejd and Dependencies, Iraq, Iceland, the whole of the Italian Colonies, the whole of the Japa-

naises autres que le Chosen, République de Libéria, République de Saint-Marin, *État de la Cité du Vatican*.

nese Dependencies other than Chosen, the Republic of Liberia, the Republic of San Marino, the Vatican City State, Yemen.

Dispositions finales.

FINAL PROVISIONS

Final provisions.

ARTICLE 93.

ARTICLE 93

Mise à exécution et durée du Règlement.

Effective date and duration of the Regulations

Le présent Règlement sera exécutoire à partir du jour de la mise en vigueur de la Convention postale universelle. Il aura la même durée que cette Convention, à moins qu'il ne soit renouvelé d'un commun accord entre les Parties intéressées.

The present Regulations shall be effective from the effective date of the Universal Postal Convention. They shall have the same duration as that Convention, unless they are renewed by mutual agreement among the parties interested.

Effective date and duration.

Fait à Londres, le 28 juin 1929.

Done at London, June 28, 1929.

Pour l'Afghanistan:

Pour l'Autriche:
Walther STOECKL

Plenipotentiaries.

Pour l'Union de l'Afrique du Sud:
J. N. REDELINGHUYS
J. D. O'KELLY

Pour la Belgique:
O. SCHOCKAERT
Hub. KRAINS

Pour l'Albanie:
M. LIBOHOVA

Pour la Colonie du Congo belge:
HALEWYCK DE HEUSCH
F. G. TONDEUR
JAMAR

Pour l'Allemagne:
Dr K. SAUTTER
Dr W. KÜSGEN
K. ZIEGLER

Pour la Bolivie:
Zac. BENAVIDES

Pour les États-Unis d'Amérique:

Pour le Brésil:
Jm EULALIO

Pour JOSEPH STEWART:
E. R. WHITE
Eugene R. WHITE

Pour la Bulgarie:
M. SAVOFF
N. BOSCHNACOFF

Pour l'ensemble des Possessions insulaires des États-Unis d'Amérique autres que les Iles Philippines:
Eugene R. WHITE

Pour le Canada:
L. J.-GABOURY
Arthur WEBSTER

Pour les Iles Philippines:
C. E. UNSON
José TOPACIO

Pour le Chili:
Antonio HUNEEUS
Miguel A. PARRA
C. VERNEUIL

Pour la République Argentine:

Pour la Chine:
LIU Shu-fan

Pour la Commonwealth de l'Australie:
M. B. HARRY

Pour la République de Colombie:
Jorge GARCES B.

Plenipotentiaries—
Continued.

Pour la République de Costa-Rica:
Percy G. HARRISON

Pour la République de Cuba:
Guillermo PATTERSON

Pour le Danemark:
V. HOLMBLAD

Pour la Ville libre de Dantzig:
Victor ZANDER
Alfred NORDMANN

Pour la République Dominicaine:
Dr. E. R. LLUBERES

Pour l'Égypte:
H. MAZLOUM
R. SIDHOM

Pour l'Équateur:
E. CHACÓN Q.
E. L. ANDRADE

Pour l'Espagne:
A. CAMÁCHO

*Pour l'ensemble des Colonies
espagnoles:*
A. RAMOS GARCIA

Pour l'Estonie:
G. JALLAJAS

Pour l'Éthiopie:
B. MARCÓS
A. BOUSSON

Pour la Finlande:
G. E. F. ALBRECHT

Pour la France:
M. LEBON
L. GENTHON
BOUSQUIÉ
MAINGUET
GRANDSIMON
DUSSERRE

Pour l'Algérie:
E. HUGUENIN

*Pour les Colonies et Protectorats
français de l'Indochine:*
Pour M. REGISMANSET:
J. CASSAGNAC

*Pour l'ensemble des autres Colonies
françaises:*
J. CASSAGNAC

*Pour le Royaume-Uni de la Grande-
Bretagne et de l'Irlande du Nord:*

F. H. WILLIAMSON
W. G. GILBERT
F. C. G. TWINN
F. R. RADICE
D. O. LUMLEY

Pour la Grèce:
Th. PENTHÉROUDAKIS
D. BERNARDOS

Pour le Guatemala:
JOSÉ MATOS

Pour la République d'Haïti:
J. G. DALZELL

*Pour le Royaume de Hedjaz et de
Nedjde et Dépendances:*
Cheik Hafiz WAHBA

Pour la République du Honduras:
Humberto BLANCO-FOMBONA

Pour la Hongrie:
G. Baron SZALAY
Charles de FORSTER

Pour l'Inde britannique:
H. A. SAMS
G. V. BEWOOR
L. P. KULKARNI
P. N. MUKERJI

Pour l'Iraq:
Douglas W. GUMBLEY

Pour l'Etat libre d'Irlande:
P. S. OH-ÉIGEARTAIGH
R. S. O'CRUIMÍN
S. S. PUIRSÉAL

Pour l'Islande:
V. HOLMBLAD

Pour l'Italie:
Biagio BORRIELLO
Pietro TOSTI
Michele GALDI

*Pour l'ensemble des Colonies ita-
liennes:*
Riccardo ASTUTO

Pour le Japon:
H. KAWAI
Naotaro YAMAMOTO
J. SHIMIDZU

- Pour le Chosen:*
Naotaro YAMAMOTO
Jingoro HIRAO
- Pour l'ensemble des autres Dépendances japonaises:*
H. KAWAI
Noboru TOMIZU
- Pour la Lettonie:*
A. AUZINŠ
- Pour la République de Libéria:*
C. W. DRESSELHUYS
- Pour la Lithuanie:*
A. SRUOGA
G. KROLIS
- Pour le Luxembourg:*
JAAQUES
- Pour le Maroc (à l'exclusion de la Zone espagnole):*
Jacques TRUELLE
- Pour le Maroc (Zone espagnole):*
A. CAMACHO
- Pour le Mexique:*
Lino B. ROCHÍN
José V. CHÁVEZ
- Pour le Nicaragua:*
Eduardo PÉREZ-TRIANA
- Pour la Norvège:*
Klaus HELSING
Oskar HOMME
- Pour la Nouvelle-Zélande:*
G. McNAMARA
- Pour la République de Panama:*
Carlos A. LÓPEZ G.
- Pour le Paraguay:*
- Pour les Pays-Bas:*
DAMME
DUYNSTEE
- Pour les Indes néerlandaises:*
J. van der WERF
W. F. GERDES OOSTERBEEK
DOMMISSE
HOOGWOONING
- Pour les Colonies néerlandaises en Amérique:*
W. F. GERDES OOSTERBEEK
HOOGWOONING
- Pour le Pérou:*
M. de FREYRE y S.
A. S. SALAZAR
- Pour la Perse:*
Hovhannès KHAN MOSSAED
R. ARDJOMENDE
- Pour la Pologne:*
Dr Marjan BLACHIER
- Pour le Portugal:*
Jose VASCO DE CARVALHO
Adalberto da COSTA VEIGA
- Pour les Colonies portugaises de l'Afrique:*
Mario Corrêa BARATA DA CRUZ
- Pour les Colonies portugaises de l'Asie et de l'Océanie:*
Luciano Botelho DA COSTA MARTINS
- Pour la Roumanie:*
Général MIHAIL
I. MANEA
- Pour la République de Saint-Marin:*
M. A. JAMIESON
Giovanni SOVRANI
- Pour la République du Salvador:*
Antonio REYES-GUERRA
- Pour le Territoire de la Sarre:*
P. COURTILET
A. AREND
- Pour le Royaume des Serbes, Croates et Slovènes:*
G. DIOURITCH
- Pour le Siam:*
Phya PRAKIT KOLASASTRA
Luang BAHIDDHA NUKARA
- Pour la Suède:*
Anders ÖRNE
Gunnar LAGER
Fr. SANDBERG
- Pour la Suisse:*
P. DUBOIS
C. ROCHES
L. ROULET
- Pour la Tchécoslovaquie:*
Dr Otokar RŮŽIČKA
Josef ZÁBRODSKÝ
- Pour la Tunisie:*
Jacques DUMAINE
DUPONT

Plenipotentiaries—
Continued.

Pour la Turquie:
Ali RAANA
Yusuf ARIFI

Pour l'Uruguay:
F. A. COSTANZO

*Pour l'Union des Républiques
Soviétistes Socialistes:*

Dr Eugène HIRSCHFELD
M. KHODEEFF
E. SYREVITCH

Pour l'État de la Cité du Vatican:
W. A. S. HEWINS

Pour les États-Unis de Venezuela:
Luis Alejandro AGUILAR
E. ARROYO LAMEDA

Ratified and ap-
proved by Postmaster
General.

Having examined and considered the provisions of the foregoing Regulations, signed at London on the 28th day of June, 1929, relative to the Universal Postal Convention of London, signed the same day, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this eighth day of March, 1930.

[SEAL]

WALTER F. BROWN
Postmaster General.

Approval by the
President.

I hereby approve the above-mentioned Regulations, and in testimony thereof have caused the seal of the United States to be hereto affixed.

[SEAL]

By the President:

J P COTTON

Acting Secretary of State.

WASHINGTON, March 13, 1930.

HERBERT HOOVER

Final Protocol.

PROTOCOLE FINAL DU RÈ-
GLEMENT.

FINAL PROTOCOL OF THE
REGULATIONS

Agreement by Pleni-
potentiaries.

Au moment de procéder à la signature du Règlement d'exécution de la Convention arrêté par le Congrès postal universel de Londres, les Plénipotentiaires soussignés sont convenus de ce qui suit:

At the moment of signing the Regulations of Execution of the Convention drawn up by the Universal Postal Congress of London, the undersigned plenipotentiaries have agreed as follows:

I

Transit charges.

Payement des soldes de frais de transit.

I

Payment of the balances of transit charges

Drafts, etc. in pay-
ment of, on gold, etc.,
basis.

Ante, p. 2643.

1.—En cas de paiement au moyen de chèques ou traites du solde prévu à l'article 72, ces chèques ou traites sont exprimés en monnaie d'un pays où la banque centrale d'émission ou une autre institution officielle d'émission achète et vend de l'or ou des devises-or contre la monnaie nationale à des taux fixes déterminés par la loi ou en vertu d'un arrangement avec le Gouvernement.

1. In case of payment by means of checks or drafts of the balance contemplated by Article 72, such checks or drafts are expressed in money of a country where the central bank of issue or other official issuing institution buys and sells gold or its equivalent for national money at fixed rates determined by law or by virtue of an agreement with the Government.

Si les monnaies de plusieurs pays répondent à ces conditions, c'est au pays crédeur de désigner la monnaie qui lui convient. La conversion se fait au pair des monnaies d'or.

If the moneys of several countries fulfill those conditions, it is incumbent upon the creditor country to designate the money which is convenient for it. The conversion is effected at the gold par rate.

2.—Les chèques ou traites peuvent être exprimés aussi en monnaie du pays crédeur, si les deux pays se sont mis d'accord à ce sujet. Dans ce cas, le solde est converti au pair des monnaies d'or en monnaie d'un pays répondant aux conditions prévues au paragraphe précédent. Le résultat obtenu est ensuite converti dans la monnaie du pays débiteur et de celle-ci dans la monnaie du pays crédeur au cours de la bourse de la capitale ou d'une place commerciale du pays débiteur au jour de la remise de l'ordre d'achat du chèque ou de la traite.

2. Checks or drafts may also be expressed in money of the creditor country, if the two countries have come to an agreement on this subject. In this case, the balance is converted at the gold par rate into money of a country fulfilling the conditions prescribed by the preceding Section. The result obtained is then converted into money of the debtor country and from the latter into money of the creditor country at the rate of exchange prevailing in the capital or a commercial city of the debtor country on the date of the delivery of the order for the purchase of the check or draft.

Money of creditor country.

II.

II

Confection des dépêches.

Preparation of dispatches

L'Administration des États-Unis d'Amérique a la faculté d'insérer la feuille d'avis dans un sac contenant des lettres ordinaires, pourvu que l'indice F figure clairement sur l'étiquette de ce sac.

The Administration of the United States of America has the option of inserting the letter bill in a sack containing ordinary letters, provided that the letter F appears clearly on the label of that sack.

Preparation of dispatches.

Option granted United States.

En foi de quoi, les Plénipotentiaires ci-dessous ont dressé le présent Protocole, qui aura la même force et la même valeur que si les dispositions qu'il contient étaient insérées dans le texte même du Règlement auquel il se rapporte, et ils l'ont signé en un exemplaire qui restera déposé aux Archives du Gouvernement du Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord et dont une copie sera remise à chaque Partie.

In faith of which, the undersigned plenipotentiaries have drawn up the present Protocol, which will have the same force and validity as if its provisions were inserted in the actual text of the Regulations to which it relates, and they have signed it in a single copy, which shall remain on file in the Archives of the United Kingdom of Great Britain and Northern Ireland, and a copy of which shall be delivered to each party.

Effect of Protocol.

Fait à Londres, le 28 juin 1929.

Done at London, June 28, 1929.

Plenipotentiaries.

- Pour l'Afghanistan:*
Pour l'Union de l'Afrique du Sud:
 J. N. REDELINGHUY
 D. J. O'KELLY
Pour l'Albanie:
 M. LIBOHOVA
Pour l'Allemagne:
 Dr K. SAUTTER
 Dr. W. KÜSGEN
 K. ZIEGLER
Pour les États-Unis d'Amérique:
Pour JOSEPH STEWART
 E. R. WHITE
 Eugene R. WHITE
*Pour l'ensemble des Possessions
 insulaires des États-Unis d'Amérique
 autres que les Iles Philip-
 pines:*
 Eugene R. WHITE
Pour les Iles Philippines:
 C. E. UNSON
 José TOPACIO
Pour la République Argentine:
*Pour la Commonwealth
 l'Australie:*
 M. B. HARRY
Pour l'Autriche:
 WALTHER STOECKL
Pour la Belgique:
 O. SCHOCKAERT
 Hub. KRAINS
Pour la Colonie du Congo belge:
 HALEWYCK DE HEUSCH
 F. G. TONDEUR
 JAMAR
Pour la Bolivie:
 Zac. BENAVIDES
Pour le Brésil:
 Jm EULALIO
Pour la Bulgarie:
 M. SAVOFF
 N. BOSCHNACOFF
Pour le Canada:
 L. J. GABOURY
 Arthur WEBSTER
Pour le Chili:
 Antonio HUNEEUS
 Miguel A. PARRA
 C. VERNEUIL
Pour le Chine:
 LIU Shu-fan
Pour la République de Colombie:
 Jorge GARCÉS B.
Pour la République de Costa-Rica:
 Percy G. HARRISON
Pour la République de Cuba:
 Guillermo PATTERSON
Pour le Danemark:
 V. HOLMBLAD
Pour la Ville libre de Dantzig:
 Victor ZANDER
 Afred NORDMANN
Pour la République Dominicaine:
 Dr E. R. LLUBERES
Pour l'Egypte:
 H. MAZLOUM
 R. SIDHOM
Pour l'Equateur:
 E. CHACÓN Q.
 E. L. ANDRADE
Pour l'Espagne:
 A. CAMACHO
*Pour l'ensemble des Colonies
 espagnoles:*
 A. RAMOS GARCIA
Pour l'Estonie:
 G. JALLAJAS
Pour l'Ethiopie:
 B. MARCOS
 A. BOUSSON
Pour la Finlande:
 G. E. F. ALBRECHT
Pour la France:
 M. LEBON
 L. GENTHON
 BOUSQUIÉ
 MAINGUET
 GRANDSIMON
 DUSSERRE
Pour l'Algérie:
 E. HUGUENIN
*Pour les Colonies et Protectorats
 français de l'Indochine:*
Pour M. RÉGISMANSET:
 J. CASSAGNAC
*Pour l'ensemble des autres Colo-
 nies françaises:*
 J. CASSAGNAC

Pour le Royaume-Uni de la Grande-Bretagne et de l'Irlande du Nord:

F. H. WILLIAMSON
W. G. GILBERT
F. C. G. TWINN
F. R. RADICE
D. O. LUMLEY

Pour la Grèce:
Th. PENTHEROUDAKIS
D. BERNARDOS

Pour le Guatemala:
José MATOS

Pour la République d'Haïti:
J. G. DALZELL

Pour le Royaume de Hedjaz et de Nedjé et Dépendances:
Cheik Hafiz WAHBA

Pour la République du Honduras:
Humberto BLANCO-FOMBONA

Pour la Hongrie:
G. Baron SZALAY
Charles de FORSTER

Pour l'Inde britannique:
H. A. SAMS
G. V. BEWOOD
L. P. KULKARNI
P. N. MUKERJI

Pour l'Iraq:
Douglas W. GUMBLEY

Pour l'Etat libre d'Irlande:
P. S. ÓH-EIGEARTAIGH
R. S. O'CRUIMIN
S. S. PUIRSÉAL

Pour l'Islande:
V. HOLMBLAD

Pour l'Italie:
Biagio BORRIELLO
Pietro TOSTI
Michele GALDI

Pour l'ensemble des Colonies italiennes:
Riccardo ASTUTO

Pour le Japon:
H. KAWAI
Naotaro YAMAMOTO
J. SHIMIDZU

Pour le Chosen:
Naotaro YAMAMOTO
Jingoro HIRAO

Pour l'ensemble des autres Dépendances japonaises:

H. KAWAI
Noboru TOMIZU

Pour la Lettonie:
A. AUZINŠ

Pour la République de Libéria:
C. W. DRESSSELHUYS

Pour la Lituanie:
A. SRUOGA
G. KROLIS

Pour le Luxembourg:
JAAQUES

Pour le Maroc (à l'exclusion de la Zone espagnole):
Jacques TRUELLE

Pour le Maroc (Zone espagnole):
A. CAMACHO

Pour le Mexique:
Lino B. ROCHÍN
José V. CHÁVEZ

Pour le Nicaragua:
Eduardo PÉREZ-TRIANA

Pour la Norvège:
Klaus HELSING
Oskar HOMME

Pour la Nouvelle-Zélande:
G. McNAMARA

Pour la République de Panama:
Carlos A. LÓPEZ G.

Pour le Paraguay:

Pour les Pays-Bas:
DAMME
DUYNSTEE

Pour les Indes néerlandaises:
J. van der WERF

W. F. GERDES OOSTERBEEK
DOMMISSE
HOOGWOONING

Pour les Colonies néerlandaises en Amérique:
W. F. GERDES OOSTERBEEK
HOOGWOONING

Pour le Pérou:
M. de FREYRE y S.
A. S. SALAZAR

Plenipotentiaries—
Continued.

Plenipotentiaries—
Continued.

Pour la Perse:
Hovhannès Khan MOSSAED
R. ARDJOMENDE

Pour la Pologne:
Dr Marjan BLACHIER

Pour le Portugal:
Jose VASCO DE CARVALHO
Adalberto da COSTA VEIGA

*Pour les Colonies portugaises de
l'Afrique:*
Mario Corrêa BARATA DA
CRUZ

*Pour les Colonies portugaises de
l'Asie et de l'Océanie:*
Luciano Botelho da COSTA
MARTINS

Pour la Roumanie:
Général MIHAIL
I. MANEA

*Pour la République de Saint-
Marin:*
M. A. JAMIESON
Giovanni SOVRANI

Pour la République du Salvador:
Antonio REYES-GUERRA

Pour le Territoire de la Sarre:
P. COURTILET
A. AREND

*Pour le Royaume des Serbes,
Croates et Slovènes:*
G. DIOURITCH

Pour le Siam:
Phya PRAKIT KOLASASTRA
Luang BAHIDDHA NUKARA

Pour la Suède:
Anders ÖRNE
Gunnar LAGER
Fr. SANDBERG

Pour la Suisse:
P. DUBOIS
C. ROCHES
L. ROULET

Pour la Tchécoslovaquie:
Dr Otokar RŮŽIČKA
Josef ZÁBRODSKÝ

Pour la Tunisie:
Jacques DUMAINE
DUPONT

Pour la Turquie:
Ali RAANA
YUSUF ARIFI

*Pour l'Union des Républiques
Soviétistes Socialistes:*
Dr Eugène HIRSCHFELD
M. KHODEEFF
E. SYREVITCH

Pour l'Uruguay:
F. A. COSTANZO

Pour l'Etat de la Cité du Vatican:
W. A. S. HEWINS

Pour les États-Unis de Vénézuëla:
Luis Alejandro AGUILAR
E. ARROYO LAMEDA

Ratified and ap-
proved by Postmaster
General.

Having examined and considered the provisions of the foregoing Final Protocol to the Regulations, signed at London on the 28th day of June, 1929, relative to the Universal Postal Convention of London, signed the same day, the same is by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this eighth day of March, 1930.

[SEAL]

WALTER F. BROWN
Postmaster General.

Approval by the
President.

I hereby approve the above-mentioned Final Protocol to the Regulations, and in testimony thereof have caused the seal of the United States to be hereto affixed.

[SEAL]

By the President:

J P COTTON

Acting Secretary of State.

WASHINGTON, March 13, 1930.

HERBERT HOOVER

ANNEXES

Appendices.

C 1
(Règl., art. 10, § 1)

Forms.
C 1.

DOUANE
(peut être ouvert d'office)

A remplir seulement en cas d'absence de déclaration
séparée; sinon à détacher.

Nature de la marchandise.....

Poids:.....

Valeur:.....

(Dimensions: 44x62 mm., couleur verte)

2668

UNIVERSAL POSTAL UNION: June 28, 1929.

Forma.
C 2.

C 2
(Règl., art. 10, § 1)

LIEU D'EXPÉDITION

LIEU DE DESTINATION

ADMINISTRATION DES POSTES d'-----

DÉCLARATION EN DOUANE

M.-----

ENVOIS		DESIGNATION DU CONTENU	VALEUR avec indication précise de l'unité monétaire employée	POIDS		OBSERVATIONS
Nombre	Espèce			Brut Grammes	Net Grammes	
1	2	3	4	5	6	7
Pays d'origine ou de fabrication de la marchandise:						

L'expéditeur:

(Dimensions: 125x176 ou 148x210 mm.)

C 3 (Recto)
(Règl., art. 11, §2)

Forms.
C 3.

<p style="text-align: center;">COUPON</p> <p style="text-align: center;">Timbre du bureau d'origine</p> <div style="text-align: center; margin: 10px 0;"> </div> <p>L'expéditeur d.....*)</p> <p>N°.....</p> <p>avec valeur déclarée de.....</p> <p>déposé..... à.....</p> <p>.....</p> <p>pour M.....</p> <p>à.....</p> <p>a payé les droits indiqués au verso.</p>	<p style="text-align: center;">PAYS D'ORIGINE.....</p> <p style="text-align: right;">Timbre du bureau d'origine</p> <div style="text-align: center; margin: 10px 0;"> </div> <p style="text-align: center;">BULLETIN D'AFFRANCHISSEMENT</p> <p>L.....*) N°..... de..... avec valeur déclarée de Fr....., expédié..... par.....</p> <p>à.....</p> <p>à l'adresse de.....</p> <p>.....</p> <p style="text-align: center;">(Lieu de destination) (Rue et numéro)</p> <p>doit être remis franc..... de tous droits</p> <p style="text-align: right;">..... (Signature de l'expéditeur)</p> <p>A renvoyer au bureau d..... (Indiquer le nom du bureau chargé du recouvrement des frais ou, le cas échéant, celui du bureau d'échange.) *) Indiquer la nature de l'objet.</p>
---	--

(Dimensions: 105x148 mm., couleur jaune)

(Doit être imprimé en sens inverse du recto)

C 3 (Verso)

<p style="text-align: center;">DÉTAIL DES DROITS DUS</p> <p style="text-align: center;">(dans la monnaie du pays destinataire)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Droit de commission.....</td> <td style="width: 5%; border: 1px solid black;"></td> <td style="width: 15%; border: 1px solid black;"></td> </tr> <tr> <td>Droits de douane.....</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Droit de dédouanement.....</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Autres frais.....</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> </tr> </table>	Droit de commission.....			Droits de douane.....			Droit de dédouanement.....			Autres frais.....			Total			<p style="text-align: right;">Timbre du bureau qui a fait l'avance des frais</p> <p style="text-align: center;">TOTAL DES FRAIS DÉBOURSÉS</p> <p style="text-align: center;">(Voir le détail sur le coupon)</p> <div style="text-align: center; margin: 10px 0;"> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;"> <p>(dans la monnaie du pays de destination de l'envoi)</p> </td> <td style="width: 40%; text-align: center;"> <p>Soit </p> <p>(à convertir par l'Office d'origine de l'envoi)</p> </td> </tr> </table>	<p>(dans la monnaie du pays de destination de l'envoi)</p>	<p>Soit </p> <p>(à convertir par l'Office d'origine de l'envoi)</p>
Droit de commission.....																		
Droits de douane.....																		
Droit de dédouanement.....																		
Autres frais.....																		
Total																		
<p>(dans la monnaie du pays de destination de l'envoi)</p>	<p>Soit </p> <p>(à convertir par l'Office d'origine de l'envoi)</p>																	
<p>soit *).....</p> <p style="text-align: center;">Timbre du bureau d'origine de l'envoi</p> <div style="text-align: center; margin: 10px 0;"> </div> <p>*) Dans la monnaie du pays d'origine de l'envoi.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Date de l'avance</td> <td style="width: 15%;">N° du registre</td> <td style="width: 15%;">Bureau qui a fait l'avance</td> <td style="width: 55%;">Signature de l'agent</td> </tr> <tr> <td colspan="2" style="text-align: center;">Registre d'arrivée</td> <td style="text-align: center;">Converti par (nom de l'agent)</td> <td style="text-align: center;">Timbre du bureau recouvrant</td> </tr> <tr> <td colspan="2" style="text-align: center;">N°.....</td> <td></td> <td style="text-align: center;"> <div style="text-align: center; margin: 10px 0;"> </div> </td> </tr> </table>	Date de l'avance	N° du registre	Bureau qui a fait l'avance	Signature de l'agent	Registre d'arrivée		Converti par (nom de l'agent)	Timbre du bureau recouvrant	N°.....			<div style="text-align: center; margin: 10px 0;"> </div>					
Date de l'avance	N° du registre	Bureau qui a fait l'avance	Signature de l'agent															
Registre d'arrivée		Converti par (nom de l'agent)	Timbre du bureau recouvrant															
N°.....			<div style="text-align: center; margin: 10px 0;"> </div>															

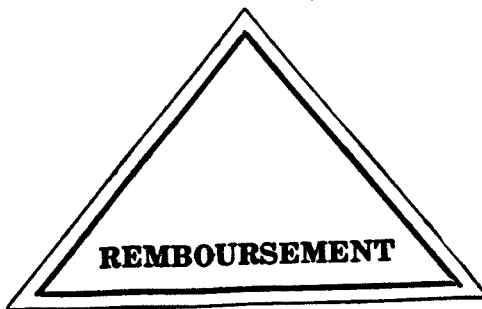
C 5
(Règl., art. 25, § 4)

Forms.
C 5.

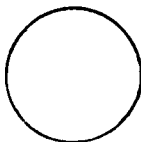


C 7
(Règl., art. 29)

C 7.



(Couleur orange)

<p>ADMINISTRATION DES POSTES d.....</p> <p>(A remplir par le bureau d'origine)</p> <p>Envoi recommandé (.....)¹⁾</p> <p>Lettre—Boîte—Collis avec valeur déclarée de.....</p> <p>Mandat de poste de</p> <p>enregistré au bureau de poste de.....</p> <p>le..... sous le No.</p> <p>expédié par M.....</p> <p>et adressé à M.....</p> <p>à</p> <p>¹⁾ Indiquer dans la parenthèse la nature de l'envoi (lettre, imprimé, etc.).</p>	<p>AVIS DE RÉCEPTION PAYEMENT</p> <p>Timbre du bureau expéditeur de l'avis.</p> <div style="text-align: center; margin: 10px 0;">  </div> <p>(A remplir par l'expéditeur)</p> <p>A.....</p> <p>(Lieu de destination)</p> <p>.....</p> <p>(Rue et numéro)</p> <p>Service des postes.....</p> <p>(Pays de destination)</p>
--	---

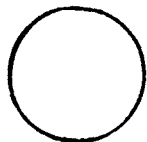
(Dimensions: 105X148 mm., couleur rouge clair)

Le soussigné déclare que le ^{l'envoi} _{mandat} mentionné d'autre part

a été dûment ^{livré} _{payé} le..... 19....

(Signature ¹⁾)

Timbre du bureau destinataire du destinataire: de l'agent du bureau destinataire:



¹⁾ Cet avis doit être signé par le destinataire ou, si les règlements du pays de destination le comportent, par l'agent du bureau destinataire et renvoyé par le premier courrier directement à l'expéditeur.

<p style="text-align: center;">COUPON</p> <p>Peut être détaché par le destinataire du mandat</p> <div style="display: flex; align-items: center; justify-content: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small; margin-right: 5px;">Timbre du bureau d'émission</div> </div> <p>Montant du remboursement en chiffres</p> <div style="display: flex; align-items: center; justify-content: center;"> <div style="width: 100px; border-bottom: 1px solid black; margin-right: 5px;"></div> <div style="width: 100px; border-bottom: 1px solid black; margin-right: 5px;"></div> </div> <p>pour l'envoi N°..... déposé le.....19..... à..... par M..... à l'adresse de..... à.....</p>	<p>Pays de destination de l'envoi grevé de remboursement..... Service des objets de correspondance</p> <p style="text-align: center;">MANDAT DE REMBOURSEMENT INTERNATIONAL</p> <p style="text-align: center;">de la somme de (en chiffres arabes)</p> <p style="text-align: center;"> (les unités en toutes lettres et en caractères latins)</p> <p>pour l'envoi N°.....expédié le..... payable à M..... Lieu de destination:..... Rue et numéro..... Pays de destination.....</p> <p style="text-align: center;">INDICATIONS DE SERVICE 1)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; vertical-align: top;"> Numéro..... Date..... Bureau..... Pays..... Signature de l'agent qui a dressé le mandat:..... </td> <td style="width: 25%; vertical-align: top;"> Somme versée <div style="display: flex; align-items: center; justify-content: center;"> <div style="width: 100px; border-bottom: 1px solid black; margin-right: 5px;"></div> <div style="width: 100px; border-bottom: 1px solid black; margin-right: 5px;"></div> </div> (Monnaie du pays destinataire de l'envoi grevé de remboursement) </td> <td style="width: 50%; vertical-align: top;"> Timbre du bureau d'émission </td> </tr> </table> <p>1) Indications à remplir par l'Office destinataire de l'envoi après encaissement du montant du remboursement.</p>	Numéro..... Date..... Bureau..... Pays..... Signature de l'agent qui a dressé le mandat:.....	Somme versée <div style="display: flex; align-items: center; justify-content: center;"> <div style="width: 100px; border-bottom: 1px solid black; margin-right: 5px;"></div> <div style="width: 100px; border-bottom: 1px solid black; margin-right: 5px;"></div> </div> (Monnaie du pays destinataire de l'envoi grevé de remboursement)	Timbre du bureau d'émission
Numéro..... Date..... Bureau..... Pays..... Signature de l'agent qui a dressé le mandat:.....	Somme versée <div style="display: flex; align-items: center; justify-content: center;"> <div style="width: 100px; border-bottom: 1px solid black; margin-right: 5px;"></div> <div style="width: 100px; border-bottom: 1px solid black; margin-right: 5px;"></div> </div> (Monnaie du pays destinataire de l'envoi grevé de remboursement)	Timbre du bureau d'émission 		

(Dimensions: 114 X 162 ou 105 X 148 mm., couleur vert clair)

C 8 (Verso)

	<p>(Cadre réservé aux endossements, s'il y a lieu)</p> <p style="font-size: large;">QUITTANCE DU DESTINATAIRE</p> <p>Reçu la somme indiquée d'autre part</p> <p>Lieu.....</p> <p>Le.....19.....</p> <p style="text-align: right;">Signature du destinataire:</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%; border: 1px solid black; padding: 5px;"> <p style="text-align: center;">Registre d'arrivée</p> <p>N°.....</p> </div> <div style="width: 40%; text-align: right;"> <p>Timbre du bureau payeur</p> </div> </div>
--	---

C 10 (Recto)
(Règl., art. 46, § 1)

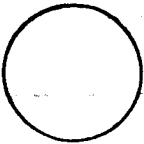
Forma.
C 10.

ADMINISTRATION DES POSTES Montant des taxes à percevoir.....

d.....

Timbre du bureau réexpéditeur

SERVICE DES POSTES



M..... (nom et adresse du destinataire)

à..... (bureau de destination)

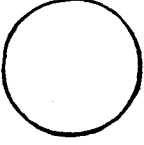

.....
(Pays de destination)

(Dimensions: 162X229 mm.)

C 10 (Verso)

Patis à refermer

Timbre du bureau de destination

ADMINISTRATION DES POSTES

d.....

BUREAU d.....

DEMANDE DE RETRAIT OU DE MODIFICATION
D'ADRESSE ¹⁾)

RÉCLAMATION PAR VOIE POSTALE

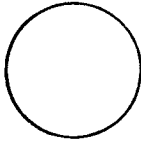
(Note à transmettre sous pli recommandé et aux frais du réclamant)

I. DEMANDE DE RETRAIT

Prière de renvoyer au bureau d..... (d'origine)
pour être remis à l'expéditeur l..... (nature de l'objet)
numéro..... adressé..... à votre bureau le..... 19....et
dont la suscription est conforme au fac-similé ci-joint.

....., le..... 19....

Timbre du bureau



Signature:

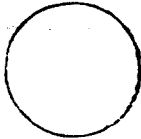
.....

II. DEMANDE DE MODIFICATION D'ADRESSE

Prière de substituer..... (telle indication)
à..... (telle autre indication) sur la suscription
de l..... (nature de l'objet) numéro..... adressé.....
à votre bureau le..... 19.... du bureau d..... et dont la
suscription est conforme au fac-similé ci-joint.

....., le..... 19....

Timbre du bureau



Signature:

.....

¹⁾ Biffer le recto ou le verso, suivant le cas.

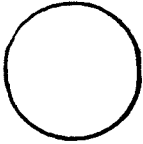
RÉCLAMATION PAR VOIE TÉLÉGRAPHIQUE
(Télégramme aux frais du réclamant)

I. DEMANDE DE RETRAIT

Renvoyer (tel objet) (numéro) adressé (ce jour
ou le) à (adresse exacte du destinataire)

(Description: Indication éventuelle de l'expéditeur, format et couleur de l'envoi, cachet éventuel, annotations et signes de toute nature)

Timbre du bureau



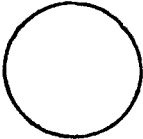
Postes
(Sans signature)

**II. DEMANDE DE MODIFICATION D'ADRESSE OU DE
REMBOURSEMENT ¹⁾**

(Substituer (telle indication) à (telle autre indication)
2) Annuler remboursement
Réduire à remboursement
..... sur (nature de l'objet, bordereau d'un envoi
avec valeurs à recouvrer)
(numéro) adressé (ce jour ou le).
à (adresse exacte du destinataire)

(Description: Indication éventuelle de l'expéditeur, format et couleur de l'envoi, cachet éventuel, annotations et signes de toute nature)

Timbre du bureau



Postes
(Sans signature)

¹⁾ Il ne peut être satisfait, le cas échéant, à cette demande qu'après réception du fac-similé par la poste.
²⁾ Biffer s'il y a lieu.

Forms.
C 12—Inverse.

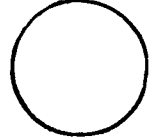
ADMINISTRATION DES POSTES

C 12 (Recto)
(Règl., art. 50, § 1)

Timbre du bureau
expéditeur

d.....

BUREAU d.....



RENSEIGNEMENTS A FOURNIR EN CAS DE RÉCLAMATION D'UN ENVOI ORDINAIRE NON PARVENU

I. PAR LE RÉCLAMANT (EXPÉDITEUR OU DESTINATAIRE)

Demandes 1	Réponses 2
a) Nature de l'envoi (lettre, carte postale, papiers d'affaires, journal ou autre imprimé, échantillon ou petit paquet).
b) Adresse portée sur l'envoi.
c) Quelle est l'adresse exacte du destinataire?
d) L'envoi était-il volumineux?
e) Que renfermait-il? (Signalement aussi exact et complet que possible).
f) Date précise ou approximative du dépôt à la poste.
g) Nom et domicile de l'expéditeur.
h) En cas de recherches fructueuses, à qui, de l'expéditeur ou du destinataire, doit-on faire parvenir l'envoi réclamé?

II. PAR L'EXPÉDITEUR

i) L'envoi était-il affranchi et, dans l'affirmative, quelle était la valeur des timbres-poste apposés?
j) Date et heure du dépôt à la poste.
k) Le dépôt a-t-il eu lieu au guichet ou à la boîte? Dans ce dernier cas, à quelle boîte?
l) Le dépôt a-t-il été effectué par l'expéditeur lui-même ou par un tiers? Dans ce dernier cas, par quelle personne?
m) Renseignements particuliers du bureau d'origine.
n) Renseignements du 1 ^{er} bureau intermédiaire.
o) Renseignements du 2 ^e bureau intermédiaire.
La présente formule doit être renvoyée à.....

(Dimensions: 210×297 mm.)

ADMINISTRATION DES POSTES

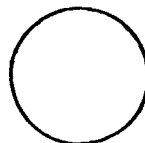
d.....

BUREAU d.....

C 12 (Verso)
(Règl., art. 50, § 1)

Forms.
C 12—Reverse.

Timbre du bureau
expéditeur



III. RENSEIGNEMENTS À FOURNIR PAR LE DESTINATAIRE EN CAS DE RÉCLAMATION D'UN ENVOI ORDINAIRE NON PARVENU

Demandes 1	Réponses. 2
p) L'envoi est-il parvenu au destinataire?
q) Les correspondances sont-elles d'ordinaire retirées au bureau de poste ou distribuées à domicile?
r) A qui sont-elles confiées dans le premier cas?
s) Dans le second cas, sont-elles remises directement au destinataire ou à une personne attachée à son service, ou bien déposées dans une boîte particulière? Le cas échéant, cette boîte est-elle bien fermée et régulièrement levée?
t) La perte de correspondances s'est-elle déjà produite souvent? Dans l'affirmative, indiquer la provenance des correspondances perdues.
u) Renseignements particuliers du bureau de destination.

La présente formule doit être renvoyée à

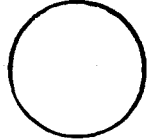
ADMINISTRATION DES POSTES

d.....

Timbre du bureau
d'origine

BUREAU d.....

RÉCLAMATION



A remplir dans le service d'origine

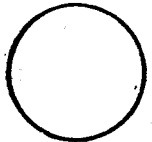
d'un envoi recommandé (.....) (a) remboursement (.....)
ou d'un envoi de valeur déclarée de (.....) (b) remboursement (.....)
contenant (.....) (c)
déposé par M..... le.....
sous le N°..... au bureau de..... à l'adresse suivante:
.....
..... (d)
et faisant l'objet d'une demande d'avis de réception..... (e)

A remplir dans le service de destination
en cas de distribution
en cas de non-distribution

Le soussigné déclare que l'envoi susmentionné a été dûment livré à l'ayant droit le.....

Timbre du bureau
distributeur

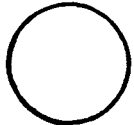
Le Chef du bureau distributeur:



Le soussigné déclare que l'envoi susmentionné.....
est encore en instance au bureau de.....
a été renvoyé au bureau d'origine le.....
a été réexpédié le..... à..... (f)
n'est pas parvenu au bureau de destination.

Timbre du bureau
distributeur

Le Chef du bureau distributeur:



- (a) Lettre, imprimé, échantillon, etc.
- (b) Lettre ou boîte.
- (c) Description du contenu, autant que possible.
- (d) Cadre à remplir par l'expéditeur ou, à défaut, par le bureau d'origine.
- (e) Biffer, le cas échéant.
- (f) Indiquer l'adresse exacte et complète.

C 13 (Verso)
(Rég., art. 51, § 1)

Forms.
C 13—Reverse.

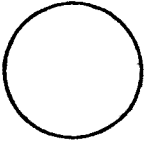
À REMPLIR SEULEMENT DANS LE CAS OÙ LE SORT DE L'ENVOI N'A PU ÊTRE ÉTABLI PAR LES RECHERCHES PRÉVUES AU RECTO

A remplir dans le service d'origine.

L'envoi désigné d'autre part a été inséré dans la dépêche du bureau d'échange d.....
du 19..... (.....° envoi) pour le bureau d'échange d.....

Il a été inscrit sous le N°..... du tableau V de la feuille d'avis ou de la liste spéciale.
de la feuille d'envoi.

Signature: _____

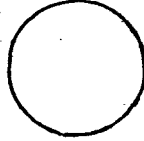
Timbre du bureau 

A remplir dans les services intermédiaires.

L'envoi désigné d'autre part a été inséré dans la dépêche du bureau d'échange d.....
du 19..... (.....° envoi) pour le bureau d'échange d.....

Il a été inscrit sous le N°..... du tableau V de la feuille d'avis ou de la liste spéciale.
de la feuille d'envoi.

Signature: _____

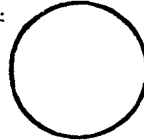
Timbre du bureau 

A remplir dans les services intermédiaires.

L'envoi désigné d'autre part a été inséré dans la dépêche du bureau d'échange d.....
du 19..... (.....° envoi) pour le bureau d'échange d.....

Il a été inscrit sous le N°..... du tableau V de la feuille d'avis ou de la liste spéciale.
de la feuille d'envoi.

Signature: _____

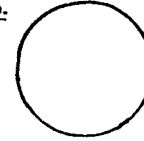
Timbre du bureau 

A remplir dans les services intermédiaires.

L'envoi désigné d'autre part a été inséré dans la dépêche du bureau d'échange d.....
du 19..... (.....° envoi) pour le bureau d'échange d.....

Il a été inscrit sous le N°..... du tableau V de la feuille d'avis ou de la liste spéciale.
de la feuille d'envoi.

Signature: _____

Timbre du bureau 

RÉPONSE DÉFINITIVE

de l'Office de destination ou, le cas échéant, de l'Office intermédiaire qui ne peut établir la transmission régulière de l'envoi réclamé à l'Office suivant.

Forma.
C 14.

C 14
(Règl., art. 53, § 1)

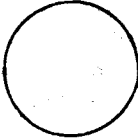
PAYS D'ORIGINE

PAYS DE DESTINATION

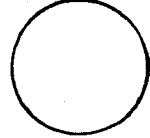
Timbre du bureau
expéditeur

FEUILLE D'AVIS

Timbre du bureau
destinataire



Dépêche (.....* envoi) du bureau d'échange d.....
pour le bureau d'échange d.....
expédiée le 19....., à h. m.
arrivée le 19....., à h. m.



I. ENVOIS EXPRESS		V. LISTE DES ENVOIS RECOMMANDÉS			
Application éventuelle du timbre "Express"		No d'ordre	Bureau d'origine	Numéro d'inscription	Observations
II. NUMÉRO DE LA DÉPÊCHE ET NOMBRE DES SACS		1	2	3	4
Numéro d'ordre de la dépêche.....		1			
Paquetot.....		2			
Via.....		3			
Nombre des sacs composant la dépêche (y compris les sacs contenant les sacs vides).....		4			
		5			
		6			
		7			
		8			
		9			
		10			
		11			
		12			
		13			
		14			
		15			
		16			
		17			
		18			
		19			
		20			
III. RÉCAPITULATION DES ENVOIS INSCRITS		VI. DÉPÊCHES CLOSES INSÉRÉES DANS LA PRÉSENTE DÉPÊCHE			
Sacs contenant des envois recommandés	Nombre	Bureau d'origine	Bureau de destination	Nombre des sacs	
Paquets mandés		1	2	3	
Listes spéciales.....					
Total des envois recommandés.....					
Sacs contenant des envois avec valeur déclarés					
Paquets					
Feuilles d'envoi.....					
Total des envois avec valeur déclarés.....					
IV. INDICATIONS DE SERVICE					
Sacs utilisés pour la confection de la dépêche appartenant à l'Office expéditeur	Nombre				
Sacs en retour appartenant à l'Office destinataire.....					

L'agent du bureau d'échange expéditeur:

L'agent du bureau d'échange destinataire:

(Dimensions: 210x297 mm.)

C 15
(Règl., art. 53, § 5)

Forms.
C 15.

PAYS D'ORIGINE

PAYS DE DESTINATION

Timbre du bureau expéditeur

Timbre du bureau destinataire

LISTE SPÉCIALE No -----

des envois recommandés de la dépêche No.....(.....envoi)

d..... pour.....

No d'ordre	Bureau d'origine	Numéro d'inscription	Observations	No d'ordre	Bureau d'origine	Numéro d'inscription	Observations
1	2	3	4	1	2	3	4
1				23			
2				24			
3				25			
4				26			
5				27			
6				28			
7				29			
8				30			
9				31			
10				32			
11				33			
12				34			
13				35			
14				36			
15				37			
16				38			
17				39			
18				40			
19				41			
20				42			
21				43			
22				60			

L'agent du bureau d'échange expéditeur:

L'agent du bureau d'échange destinataire:

(Dimensions: 210 X 297 mm.)

2684

UNIVERSAL POSTAL UNION. June 28, 1929.

Forms.
C 16.

C 16
(Règl., art. 58, § 1)

ADMINISTRATION DES POSTES

CORRESPONDANCE AVEC L'OFFICE

d.....

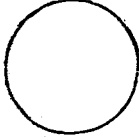
d.....

BUREAU d.....

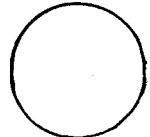
Timbre du bureau
expéditeur

BULLETIN DE VÉRIFICATION

Timbre du bureau
destinataire



pour la constatation et la rectification des erreurs et irrégularités
de toute nature reconnues dans la dépêche N°.....
du bureau d'échange d.....
pour le bureau d'échange d.....



.....* expédition du.....19...à...h.....

ERREURS OU IRRÉGULARITÉS DIVERSES

(Manque de la dépêche, manque d'envois recommandés ou de la feuille d'avis, dépêche spoliée, sac déchiré ou en mauvais état, etc.)

Large empty rectangular box for reporting errors or irregularities.

....., le.....19....

....., le.....19....

Vu et accepté:

Les agents du bureau d'échange destinataire:

Le Chef du bureau d'échange expéditeur:

(Dimensions: 148x210 mm.)

C 17
(Règl., art 63, § 1)

Forms.
C 17.

ADMINISTRATION DES POSTES

d.....

BUREAU d.....

Office expéditeur:

Office destinataire:

TRANSIT EN DÉPÊCHES CLOSES

Dépêches du bureau d'échange d.....
pour le bureau d'échange d.....
expédiées par l'intermédiaire d.....
et par des paquebots d.....

Date	Première dépêche expédiée à... h. du....						Deuxième dépêche expédiée à... h. du...					
	Lettres et cartes postales			Autres objets			Lettres et cartes postales			Autres objets		
	Nombre de sacs.						Nombre de sacs.					
	jusqu'à 5 kg.	de plus de 5 jusqu'à 15 kg.	de plus de 15 kg.	jusqu'à 5 kg.	de plus de 5 jusqu'à 15 kg.	de plus de 15 kg.	jusqu'à 5 kg.	de plus de 5 jusqu'à 15 kg.	de plus de 15 kg.	jusqu'à 5 kg.	de plus de 5 jusqu'à 15 kg.	de plus de 15 kg.
1	2 Sacs légers	3 Sacs moyens	4 Sacs lourds	5 Sacs légers	6 Sacs moyens	7 Sacs lourds	8 Sacs légers	9 Sacs moyens	10 Sacs lourds	11 Sacs légers	12 Sacs moyens	13 Sacs lourds
Totaux...												

....., le 19....., le 19.....

Vu et accepté:

Le Chef du bureau d'échange destinataire:

Le Chef du bureau d'échange expéditeur:

(Dimensions 210x297 mm.)

d.....

TRANSIT EN DÉPÊCHES CLOSES

Compte des sommes dues à l'Office d..... pour le transport des dépêches closes expédiées par l'Office d..... en transit par les services..... pendant l'année 19.....

		Dépêches expédiées pendant la période de la statistique											Observations	
Bureau d'origine	Bureau de destination	Lettres et cartes postales						Autres objets						
		Nombre des sacs du poids moyen de			Poids total	Prix de transit par kg.	Avoir de	Nombre des sacs du poids moyen de			Poids total	Prix de transit par kg.		Avoir de
		4 kg.	12 kg.	24 kg.				4 kg.	12 kg.	24 kg.				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
					kg.	Fr. c.	Fr. c.				kg.	c.	Fr. c.	
Total des lettres et des cartes postales.								Total des autres objets.						
Report du total des lettres et cartes postales														
Total														
Multiplié par 26 (ou 13) A déduire 10%														
Total à reporter au relevé (Formule C 23)														

..... le..... 19.....

..... le..... 19.....

Vu et accepté:

ADMINISTRATION DES POSTES

C 19
(Règl., art. 67, § 4)

Forma.
C 19.

d.....

BUREAU d.....

Office expéditeur:

Office destinataire réexpéditeur:

TRANSIT À DÉCOUVERT

Relevé des correspondances transmises à découvert dans les dépêches du bureau d.....
pour le bureau d.....expédiées pendant la période de la statistique du.....19..
au.....19....

Date 1	Nombre de correspondances à découvert 2
Total	

....., le.....19....

Le Chef du bureau d'échange destinataire:

(Dimensions: 210x297 mm.)

2688

UNIVERSAL POSTAL UNION. June 28, 1929.

Forms.
C 20.

C 20
(Règl., art. 70, § 4)

ADMINISTRATION DES POSTES

d.....

Office expéditeur:

Office destinataire réexpéditeur:

TRANSIT À DÉCOUVERT

Compte des sommes dues à l'Office d..... pour le transit des
correspondances transmises à découvert par l'Office d..... pendant l'année 19....

Bureaux d'origine 1	Bureaux destinataires réexpéditeurs 2	Nombre de correspon- dances à découvert 3
Total		
Multiplié par 26 (ou 13) à 5 c. par objet		Fr. c.*

*) A reporter au relevé (Formule C 23)

..... le..... 19....

Vu et accepté:

(Dimensions: 148x210 ou 210x297 mm.)

ADMINISTRATION DES POSTES

d.....

BUREAU d.....

Office entreposeur:

Office expéditeur:

DÉPÊCHES EN ENTREPÔT

Entrepôt de.....

Journée du mai, octobre ou novembre 19.....¹⁾

Bureaux expéditeurs des dépêches entreposées 1	Date d'expédition 2	Bureaux destinataires des dépêches entreposées 3	Nom et nationalité du navire qui a livré les dépêches entreposées 4	Nom et nationalité du navire auquel ont été confiées les dépêches entreposées réexpédiées 5	Nombre des sacs composant la dépêche 6
Total					

NOTA. Si un bureau reçoit plus d'une fois en une seule journée des dépêches closes de même origine et pour la même destination, il doit répéter leur inscription en l'accompagnant de la mention: 1^{re} réception, 2^e réception, etc.

..... le 19.....

Le Chef de l'entrepôt:

¹⁾ Il n'est pas établi de relevé négatif.

(Dimensions: 148 x 210 ou 210 x 297 mm.)

Forma.
C 22.

C 22
(Règl., art. 68, 2^e al.)

ADMINISTRATION DES POSTES

d.....

Office entreposeur:

Office expéditeur:

DÉPÊCHES EN ENTREPÔT

Compte des sommes dues à l'Office d..... pour l'entrepôt des dépêches
closés expédiées par l'Office d..... pendant l'année 19....

Entrepôt de 1	Date 2	Nombre des sacs entreposés pendant la statistique 3
<p style="text-align: right;">Total Multiplié par 26 (ou 13) à 50 centimes</p> <p>*) A reporter au relevé (Formule C 22)</p>		<p style="text-align: center;">Fr. c. °)</p>

....., le..... 19....

....., le..... 19....

Vu et accepté:

(Dimensions: 148 × 216 ou 210 × 297 mm.)

ADMINISTRATION DES POSTES

C 23
(Règl., art. 71, § 2)

Forma.
O 23.

d.....

**FRAIS DE TRANSIT ORDINAIRES
RELEVÉ**

Indiquant les montants totaux des comptes particuliers réciproques entre les Administrations des postes

d..... et d.....

Sommes dues pour chacune des années..... sur la base de la statistique d.....	Avoir de l'Office	
	d..... 2	d..... 3
Correspondances à découvert.....	Fr.	Fr.
Envois d.....		
Envois d.....		
Dépêches closes.....		
Envois d.....		
Envois d.....		
Dépêches en entrepôt.....		
Envois d.....		
Envois d.....		
Totaux		
Dédution		
Solde au crédit de l'Office d.....		

....., le..... 19.....

Signature:

(Dimensions: 210x297 mm.)

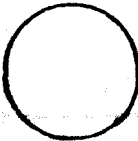
ADMINISTRATION DES POSTES

d.

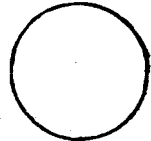
BUREAU d.

**STATISTIQUE DE TRANSIT
BULLETIN DE VÉRIFICATION**

Timbre du bureau
expéditeur



Timbre du bureau
destinataire



pour la constatation et la rectification des erreurs et irrégularités reconnues dans la dépêche

du bureau d'échange d.

pour le bureau d'échange d.

* expédition du 19... à h

	Nombre des sacs	
	d'après la déclaration du bureau expéditeur	d'après la constatation du bureau destinataire
	1	2
1. Transit en dépêches closes		
a) L. O. Sacs légers		
Sacs moyens		
Sacs lourds		
b) A. O. Sacs légers		
Sacs moyens		
Sacs lourds		
c) Sacs exempts de tous frais de transit		
	Nombre d'envois	
	d'après la déclaration du bureau expéditeur	d'après la constatation du bureau destinataire ¹⁾
2. Transit à découvert		
	^{1) Nota.} Seules les différences de plus de 5 objets donnent lieu à une rectification des indications du bureau expéditeur.	

OBSERVATIONS

Prrière de renvoyer le bulletin après examen et acceptation au bureau de poste d.

....., le 19..., le 19...

Les agents du bureau d'échange destinataire:

Vu et accepté:
Le Chef du bureau d'échange expéditeur:

O 25
(Règl., art. 66, § 1)

Forms.
C 25.

Avis.—A transporter à découvert simultanément avec la dépêche à laquelle ce bulletin se rapporte et à remplir avant la remise.

Office expéditeur:

Office destinataire:

**BULLETIN DE TRANSIT
DES DÉPÊCHES**

Bureau d'origine:

Bureau de destination:

Date de l'expédition:

Nombre de sacs:

Attention! Chaque Office ne dispose que d'une seule ligne pour les indications concernant le transit territorial et d'une seule autre ligne pour le transit maritime éventuel.

Les renseignements concernant le transit doivent être indiqués successivement par le bureau d'échange d'entrée et le bureau d'échange de sortie de chaque Office participant au transport des dépêches, à l'exclusion de tout autre bureau intermédiaire, en commençant par le premier bureau d'échange étranger. Le dernier bureau d'échange intermédiaire doit remettre le bulletin directement au bureau de destination qui le renvoie au bureau d'origine joint au relevé C 17 respectif.

	Date d'arrivée	Timbre du bureau d'échange d'entrée	Date d'expédition	Timbre du bureau d'échange de sortie	Services utilisés (En cas de transit territorial, indiquer T. t., et la route suivie. En cas de transit maritime, indiquer T. m., la route suivie et le nom et la nationalité du paquebot)	Pays auquel revient le transit
1	2	3	4	5	6	7
Premier parcours.....						
Deuxième parcours.....						
Troisième parcours.....						
Quatrième parcours.....						
Cinquième parcours.....						
Sixième parcours.....						
Septième parcours.....						
Huitième parcours.....						
Neuvième parcours.....						
Dixième parcours.....						

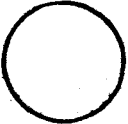
(Dimensions: 210x297 mm., couleur verte)

COUPON-RÉPONSE INTERNATIONAL

a)

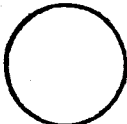
b)

c)



Timbre du bureau
d'origine

(Dessin)



Timbre du bureau
d'échange

d) Ce coupon est échangeable dans tous les pays de l'Union contre un timbre-poste ou des timbres-poste représentant le montant de l'affranchissement d'une lettre simple à destination de l'étranger.

(Nom du pays d'émission)

- a) Traduction de l'en-tête dans la langue du pays d'émission.
 b) Cet espace est occupé par une traduction du texte d) dans la langue du pays d'émission.
 c) Prix de vente dans le pays d'émission.
 d) Cette explication est répétée au verso dans les langues de plusieurs pays.

(Dimensions: 74×105 mm.)

C 27
(Règl. art. 73, §5)

Forms.
C 27.

ADMINISTRATION DES POSTES

d.....

COUPONS-RÉPONSE

RELEVÉ

des coupons échangés dans les relations réciproques entre les Offices d.....

et d..... pendant.....

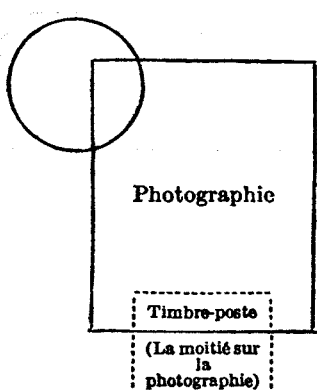
1	2 Nombre	3 Valeur calculée à 37½ c. par unité	
		Fr.	c.
Coupons émis par..... et échangés contre des timbres-poste d.....			
Coupons émis par..... et échangés contre des timbres-poste d.....			
Solde au {crédit débit} de l'Office d.....			

..... le..... 19....

(Dimensions: 148x210 mm.)

<p style="text-align: center;">3</p> <p style="text-align: center;">OBSERVATIONS</p> <ol style="list-style-type: none"> 1. Cette carte est reconnue comme pièce justificative d'identité pour les opérations postales. 2. Les cartes d'identité, valables pendant trois ans, sont délivrées par les bureaux ou services postaux, pourvu que le demandeur soit connu notoirement à la poste ou qu'il soit à même de justifier de son identité d'une manière irréfutable. Les cartes doivent être libellées en caractères latins. 3. Si, pendant la validité de la carte, la physionomie du titulaire s'est modifiée au point qu'elle ne répond plus à la photographie ou au signalement, la carte doit être renouvelée. 4. Les Administrations des postes ne sont pas responsables des conséquences que peut entraîner la perte, la soustraction ou l'emploi frauduleux de la présente carte. 	<p style="text-align: center;">1</p> <div style="border: 2px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p style="text-align: center;">UNION POSTALE UNIVERSELLE</p> <p style="text-align: center;">Administration des Postes</p> <p>d.</p> <p style="text-align: center;">CARTE D'IDENTITÉ N°..... valable jusqu'au.....</p> <p>Titulaire { (Nom: Prénoms: Profession: Domicile:</p> <p style="text-align: center;">Délivrée par le bureau ou le service</p> <p>d. le 19.....</p> <p style="text-align: center;">Le Chef de service:</p> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 10px auto;"> <p style="font-size: 8px; text-align: center;">Timbre à date ou sceau officiel</p> </div> </div>
---	---

(Dimensions: 105x148 mm.)

<p style="text-align: center;">2</p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;">  <p style="text-align: center;">Photographie</p> <p style="text-align: center;">Timbre-poste</p> <p style="text-align: center;">(La moitié sur la photographie)</p> <p style="text-align: center;">Signature du titulaire:</p> </div>	<p style="text-align: center;">3</p> <p style="text-align: center;">SIGNALEMENT ¹⁾</p> <p>Année de naissance:</p> <p>Lieu de naissance:</p> <p>Taille:</p> <p>Cheveux:</p> <p>Yeux:</p> <p>Marques particulières:</p> <p>.....</p> <p>¹⁾ Les indications du signalement doivent, le cas échéant, porter une traduction interlinéaire en langue française.</p>
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ADMINISTRATION DES POSTES D.....

TABLEAU STATISTIQUE

DU SERVICE POSTAL EN.....

ANNÉE 19....

(Dimensions: 210x297 ou 420x594 mm.)

I. GÉNÉRALITÉS

Co- lon- ne	Année.....		Co- lon- ne	6 Nombre, par habitant, des lettres et cartes postales soumises à la taxe dans le service intérieur et des mêmes objet pour l'étranger.....
1	Pays:.....			
2	Superficie en kilomètres carrés.....		7	Nombre, par habitant, des autres objets de correspondance soumis à la taxe dans le service intérieur et des mêmes objets pour l'étranger.....
3	Nombre d'habitants.....			
4	Nombre de kilomètres carrés par bureau de poste.....			
5	Nombre d'habitants par bureau de poste.....			

II. ORGANISATION DES POSTES

Co- lon- ne	Nombre des bureaux de poste:		Co- lon- ne	Nombre des fonctionnaires, employés, etc.:
8	à l'intérieur.....		14	Service de l'Administration centrale et des Administrations régionales.....
	a) Bureaux chargés de la réception et de la distribution des envois postaux de toute nature.....		15	Service des bureaux de poste.....
	b) Bureaux dont les attributions de réception et de distribution d'envois postaux sont restreintes.....		16	Total du personnel.....
	c) Bureaux ambulants (Nombre de services fonctionnant tant à l'aller qu'au retour).....		17	Nombre des entrepreneurs du transport des malles.....
9	à l'étranger.....		18	Nombre des relais de la poste aux chevaux de l'Etat et privés.....
10	Total des bureaux de poste.....		19	Nombre des chevaux de trait, etc., de l'Etat et privés (Services gratuits et services subventionnés).....
11	Nombre des Administrations des postes régionales.....		20	Nombre des voitures (à l'exception des automobiles) et de traîneaux de l'Etat et privés (Services gratuits et services subventionnés).....
12	Nombre des boîtes aux lettres à l'usage du public.....		21	Nombre des automobiles et des motocyclettes de l'Etat et privés (Services gratuits et services subventionnés).....
13	Nombre des machines à affranchir en usage.....		22	Nombre des vélocipèdes (tricycles et bicycles).....

Forms
O 29—Contd.

III. SERVICE POSTAL

	Service intérieur		Service international			
	Colonne	Colonne	Réception	Expédition	Transit	
Objets de la poste aux lettres ordinaires et recommandés:						
Envois soumis à la taxe (Nombre):						
Lettres affranchies.....	23	57	89	119*		
" non affranchies.....	24	58	90	120*		
Cartes postales simples et avec réponse payée.....	25	59	91	121*		
Papiers d'affaires.....	26	60	92	122*		
Imprimés.....	27	61	93	123*		
Echantillons de marchandises.....	28	62	94	124*		
Petits paquets.....	29	63	95	125*		
Envois admis à la franchise de port (Nombre).....	30	64	96	126*		
Totaux des envois inscrits aux colonnes 23-30, 57-64, 89-96 et 119 à 126 (Nombre).....	31	65	97	127*		
Envois recommandés trouvés parmi les correspondances inscrites aux colonnes 31, 65, 97 et 127 (Nombre).....	32	66	98	128*		
Envois "par avion" trouvés parmi les correspondances inscrites aux colonnes 31, 65, 97 et 127 (Nombre).....	33	67	99	129*		
Lettres et boîtes avec déclaration de valeur:						
Nombre.....	34	68	100	130*		
Valeur (Francs).....	35	69	101	131*		
Envois "par avion" trouvés parmi les envois inscrits aux colonnes 34, 68, 100 et 130 (Nombre).....	36	70	102	132*		
Colis:						
Colis ordinaires (Nombre).....	37	71	103	133*		
Colis avec valeur déclarée:						
Nombre.....	38	72	104	134*		
Valeur (Francs).....	39	73	105	135*		
Colis "par avion" trouvés parmi les envois inscrits aux colonnes 37, 71, 103, 133 et 38, 72, 104, 134 (Nombre).....	40	74	106	136*		
Remboursements:						
Objets de correspondance (Nombre).....	41	75	107	—	—	
Montant des remboursements (Francs).....	42	76	108	—	—	
Colis (Nombre).....	43	77	109	—	—	
Montant des remboursements (Francs).....	44	78	110	—	—	
Remboursements non recouverts (Nombre).....	45	79	111	—	—	
Mandats de poste:						
Nombre.....	46	80	112	—	—	
Valeur (Francs).....	47	81	113	—	—	
Recouvrements:						
Nombre.....	48	82	114	—	—	
Valeurs à encaisser (Francs).....	49	83	—	—	—	
Non encaissés (Nombre).....	50	84	—	—	—	
Chèques et virements postaux:						
Nombre de comptes.....	51	—	—	—	—	
Opérations (versements, remboursements et virements — Service intérieur) — Nombre.....	52	—	—	—	—	
Montant (Francs).....	53	—	—	—	—	
Virements dans le service international — Nombre.....	—	85	115	—	—	
Montant (Francs).....	—	86	116	—	—	
Journaux et écrits périodiques servis par abonnements:						
Nombre des abonnements.....	54	87	117	—	—	
Nombre des numéros.....	55	88	118	—	—	
Nombre des voyageurs transportés.....	56	—	—	—	—	
Nombre des dépêches closes en transit.....	—	—	—	—	137	

* Les chiffres à indiquer dans les colonnes 119 à 136 ne doivent se rapporter qu'au transit à découvert.

IV. CORRESPONDANCES-REBUT. Service intérieur

Forme.
C 29—Contd.

	Colonne	Correspondances ordinaires et recommandées tombées en rebut (Nombre)	Colonne	Correspondances en rebut qui ont pu être remises en distribution ou renvoyées aux expéditeurs	Colonne	Correspondances restées en souffrance
Lettres et cartes postales ordinaires et recommandées.....	138	-----	140	-----	142	-----
Papiers d'affaires, imprimés, échantillons et petits paquets ordinaires et recommandés.....	139	-----	141	-----	143	-----

IV. CORRESPONDANCES-REBUT. Service international

	Colonne	Correspondances de l'intérieur pour l'étranger qui sont rentrées au bureau des rebuts	Colonne	Correspondances en rebut renvoyées de l'étranger qui ont pu être placées	Colonne	Correspondances renvoyées de l'étranger qui sont restées en souffrance	Colonne	Correspondances de l'étranger tombées en rebut et renvoyées au pays d'origine
Lettres et cartes postales ordinaires et recommandées.....	144	-----	146	-----	148	-----	150	-----
Papiers d'affaires, imprimés, échantillons et petits paquets ordinaires et recommandés.....	145	-----	147	-----	149	-----	151	-----

V. RÉSULTAT FINANCIER

Colonne	RECETTES	Francs	Colonne	DÉPENSES	Francs
152	Produit de la vente des timbres-poste et autres formules d'affranchissement.....	-----	157	Traitements et émoluments:	-----
153	Recettes effectuées en numéraire (y compris les machines à affranchir).....	-----		a) des fonctionnaires et employés.....	-----
154	Taxes perçues pour le transport des voyageurs et pour surpoids de bagages et autres recettes diverses.....	-----	158	b) des facteurs et autres agents subalternes.....	-----
155	Bonifications reçues des Administrations étrangères.....	-----	158	Achat et entretien des bâtiments et du matériel des postes, frais de location de chauffage et d'éclairage, fournitures de bureau et autres menus frais.....	-----
156	Total des recettes.....	-----	159	Frais de transport par les voies ferrées, pavées, macadamisées, maritimes, fluviales et aériennes (y compris les frais de construction et d'entretien des voitures postales, ainsi que les subventions aux entrepreneurs de relais de poste).....	-----
			160	Indemnités pour perte et avarie d'envois postaux.....	-----
			161	Subventions aux compagnies de navigation.....	-----
			162	Bonifications payées aux Administrations étrangères.....	-----
			163	Autres dépenses diverses.....	-----
			164	Total des dépenses.....	-----
			—	Total des recettes.....	-----
			165	Excédent des recettes.....	-----
			166	Excédent des dépenses.....	-----

2700

UNIVERSAL POSTAL UNION. June 28, 1929.

Forma.
C 30.

C 30
(Règl., art. 91, § 1)

ADMINISTRATION DES POSTES D.....
TABLEAU STATISTIQUE
DU SERVICE INTERNATIONAL (EXPÉDITION)
POUR L'ANNÉE 19.....

(Dimensions: 210×297 ou 420×594 mm.)

DISPOSITIONS CONCERNANT LE TRANSPORT DE LA POSTE AUX LETTRES PAR VOIE AÉRIENNE.

PROVISIONS CONCERNING THE TRANSPORTATION OF REGULAR MAILS BY AIR

Air mail transportation.

TABLE DES MATIÈRES.

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 2. Liberté de transit.
 3. Taxes et conditions générales d'admission des correspondances-avion.
 4. Correspondances-avion non affranchies ou insuffisamment affranchies.
 5. Distribution des correspondances-avion.
 6. Réexpédition et renvoi des correspondances-avion.

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7. Envois recommandés.
 8. Responsabilité.

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II. INSURED ARTICLES

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|--|---|
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- | | |
|---|---|
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FINAL PROTOCOL CONCERNING AIR MAIL TRANSPORTATION.

PROTOCOLE FINAL DES DISPOSITIONS CONCERNANT LE TRANSPORT DE LA POSTE AUX LETTRES PAR VOIE AÉRIENNE.

FINAL PROTOCOL OF THE PROVISIONS CONCERNING THE TRANSPORTATION OF REGULAR MAILS BY AIR

Article unique.

SOLE ARTICLE

Frais de transport aérien des dépêches closes.

Aerial transportation charges for closed mails

ANNEXES.

APPENDICES

Post, pp. 2728-2731.

Formules A V 1 à A V 4.

Forms A V 1 to A V 4

Dispositions concernant le transport de la poste aux lettres par voie aérienne.

PROVISIONS CONCERNING THE TRANSPORTATION OF REGULAR MAILS BY AIR

CHAPITRE I

CHAPTER I

Dispositions générales.

GENERAL PROVISIONS

ARTICLE PREMIER.

ARTICLE 1

Objets de correspondance admis au transport aérien.

Articles of correspondence admitted to aerial transportation

Articles admitted to aerial transportation.

1.—Sont admis au transport aérien, sur tout ou partie du parcours, tous les objets désignés à l'article 32 de la Convention postale universelle, savoir: les lettres, cartes, postales simples ou avec réponse payée, papiers d'affaires, imprimés de

1. There are admitted to aerial transportation, over all or part of the route, all the articles designated in Article 32 of the Universal Postal Convention, namely: letters, post cards (single or with reply paid), commercial papers, prints of all kinds (including

Annex, p. 2540.

toute nature (y compris les imprimés en relief à l'usage des aveugles), échantillons de marchandises, petits paquets, ainsi que les mandats de poste et les abonnements-poste. Ces envois prennent, dans ce cas, la dénomination de "Correspondances-avion".

raised print for the blind), samples of merchandise, small packets as well as money orders and subscriptions by mail. These articles take, in this case, the name of "air-mail correspondence."

Term defined.

2.—Les objets mentionnés à l'article 32 de la Convention peuvent être soumis à la formalité de la recommandation.

2. The articles mentioned in Article 32 of the Convention may be subjected to the formality of registration.

Registration.
Ante, p. 2540.

3.—Les envois avec valeur déclarée—lettres et boîtes—peuvent être également admis au transport aérien dans les relations entre pays qui conviennent d'échanger des objets de l'espèce par la voie de l'air.

3. Insured articles (letters and boxes) may also be admitted to aerial transportation in relations between countries which agree to exchange articles of this kind by air.

Insured articles.

ARTICLE 2.

ARTICLE 2

Liberté de transit.

Liberty of transit

La liberté de transit prévue à l'article 25 de la Convention postale universelle est garantie aux correspondances-avion dans le territoire entier de l'Union, que les Administrations intermédiaires prennent part ou non au réacheminement des correspondances.

The liberty of transit provided for in Article 25 of the Universal Postal Convention is guaranteed to air-mail correspondence throughout the entire territory of the Union, whether or not the intermediate Administrations take part in the reforwarding of the correspondence.

Liberty of transit guaranteed.

Ante, p. 2538.

ARTICLE 3.

ARTICLE 3

Taxes et conditions générales d'admission des correspondances-avion.

Rates and general conditions for admission of air-mail correspondence

1.—Les objets à transmettre par voie aérienne acquittent, en sus des taxes postales réglementaires, une surtaxe spéciale de transport aérien dont il appartient à l'Administration du pays d'origine de fixer le montant; cette surtaxe ne doit pas dépasser 25 centimes-or par 20 grammes et par 1000 kilomètres de parcours aérien.

1. Articles to be sent by air mail are liable, in addition to the regular postage rates, to a special surcharge for aerial transportation, the amount of which shall be fixed by the Administration of the country of origin; this surcharge must not exceed 25 gold centimes for each 20 grams for each 1,000 kilometers of the air route.

Surcharges, etc.

Maximum fee.

2.—En ce qui concerne les cartes postales et les mandats de poste, la surtaxe est de 25 centimes-or au maximum par pièce et par 1000 kilomètres de parcours aérien.

2. As for post cards and money orders, the surcharge is 25 gold centimes at most per piece for each 1,000 kilometers of the air route.

Post cards and money orders.

3.—La surtaxe des cartes postales avec réponse payée est perçue pour chaque partie séparément au point de départ de chacune de ces parties.

3. The surcharge for reply post cards is collected separately for each half at the point of departure of each of those parts.

Reply post cards.

Division.

Charges to be uniform.

4.—Les surtaxes mentionnées aux §§ 1, 2 et 3 du présent article s'appliquent seulement aux services auxquels le tarif prévu à l'article 11, § 10, est applicable. Elles doivent être uniformes pour chaque pays de destination.

4. The surcharges mentioned in Sections 1, 2 and 3 of the present Article apply solely to the services to which the tariff provided for by Article 11, Section 10, is applicable. They must be uniform for every country of destination.

Post, p. 2711.

Extraordinary services.

5.—La surtaxe des correspondances-avion transportées par les services extraordinaires (article 11, § 11) peut être majorée, compte tenu des frais extraordinaires que l'utilisation de ces services occasionne.

5. The surcharge for air-mail correspondence transported by extraordinary services (Article 11, Section 11) may be increased to take account of the extraordinary expenses which the use of those services occasions.

Post, p. 2711.

Prepayment.

6.—Les surtaxes doivent être acquittées obligatoirement au départ. Sauf dans les cas prévus à l'article 6, elles ne peuvent être perçues sur le destinataire.

6. The surcharges must be prepaid at the point of departure. Except in the cases contemplated by Article 6, they may not be collected from the addressee.

Methods of.

7.—Les correspondances-avion sont affranchies dans les conditions prévues par l'article 46 de la Convention postale universelle. Toutefois, et sans égard à la nature de ces correspondances, l'affranchissement peut être représenté par une mention manuscrite, en chiffres, de la somme perçue, exprimée en monnaie du pays d'origine sous la forme:

7. Air-mail correspondence is prepaid under the conditions fixed by Article 46 of the Universal Postal Convention. However, regardless of the nature of such correspondence, the prepayment may be represented by a handwritten notation, in figures, of the sum collected, expressed in money of the country of origin, in the following form:

Ante, p. 2543.

Notation.

Affranchissement perçu:
Fr. c.

“Affranchissement perçu:
Fr. ----c.----”
(Postage collected:
Fr. ----c.----)

Cette mention peut, soit figurer dans une griffe spéciale ou sur une figurine ou étiquette spéciale, soit encore être simplement inscrite sur l'enveloppe de l'objet par un procédé quelconque. Dans tous les cas, la mention doit être appuyée du timbre à date du bureau d'origine.

This notation may appear either in a special hand-stamp impression or on a special adhesive stamp or label, or, finally, it may be simply written on the envelope of the article by any process whatever. In all cases, the notation must be supported by the date-stamp of the office of origin.

ARTICLE 4.

ARTICLE 4

Unprepaid, etc., articles.

Correspondances-avion non affranchies ou insuffisamment affranchies.

Unprepaid or insufficiently prepaid air-mail correspondence

Treatment and charges.

1.—En cas d'absence totale d'affranchissement, les correspondances-avion sont traitées conformément aux dispositions des articles 34 et 35 de la Convention postale universelle. Les objets dont l'affranchissement postal n'est pas obligatoire au départ sont transmis par les voies ordinaires.

1. In case of total lack of prepayment, air-mail correspondence is treated in accordance with the provisions of Articles 34 and 35 of the Universal Postal Convention. Articles whose prepayment at the time of mailing is not obligatory are sent by the ordinary means.

Ante, p. 2543.

2.—En cas d'insuffisance d'affranchissement, les correspondances-avion sont transmises par la voie de l'air, lorsque les taxes acquittées représentent au moins le montant de la surtaxe aérienne. Les dispositions de l'article 35 de la Convention postale universelle sont applicables en ce qui concerne la perception des taxes postales non acquittées au départ.

3.—Lors de la transmission de ces envois par voie ordinaire, le bureau de dépôt ou le bureau d'échange doit biffer toute annotation relative au transport aérien.

2. In case of insufficient prepayment, air-mail correspondence is sent by the air route when the charges paid represent at least the amount of the aerial surcharge. The provisions of Article 35 of the Universal Postal Convention are applicable in regard to the collection of postage charges not paid at the time of mailing.

If prepayment equals surcharge.

3. When such articles are sent by the ordinary means, the office of mailing or the exchange office must strike out every annotation relative to the air transportation.

Ordinary means.

ARTICLE 5.

Distribution des correspondances-avion.

1.—Les correspondances-avion sont distribuées dans les meilleures conditions de rapidité possibles et doivent au moins être comprises dans la première distribution qui suit leur arrivée au bureau de distribution.

2.—Les expéditeurs ont la faculté de demander la remise à domicile par porteur spécial immédiatement après l'arrivée, en acquittant la taxe spéciale d'express prévue par l'article 44 de la Convention postale universelle. Cette faculté n'existe que dans les relations entre pays qui ont organisé le service des envois express dans leurs relations réciproques.

3.—Moyennant rémunération supplémentaire, les Administrations pourront, après entente entre elles, procéder à la remise à domicile par des moyens spéciaux, notamment par utilisation des tubes pneumatiques.

ARTICLE 6.

Réexpédition et renvoi des correspondances-avion.

1.—Les correspondances-avion adressées à des destinataires ayant changé de résidence sont réexpédiées sur la nouvelle destination par les moyens de transport

ARTICLE 5

Delivery of air-mail correspondence

Air mail delivery.

1. Air-mail correspondence is delivered as rapidly as possible, and must at least be included in the first delivery following its arrival at the office of destination.

Prompt service on arrival.

2. Senders have the option of requesting delivery at the addressee's residence by special carrier, immediately after arrival, by paying the special-delivery fee provided for by Article 44 of the Universal Postal Convention. This option exists only in relations between countries which have organized the special-delivery service in their reciprocal relations.

Special carrier service.

Annex, p. 2546.

3. For additional compensation, Administrations may, after agreeing among themselves, undertake delivery at the residence of the addressee by special means; for example, by pneumatic tubes.

Reciprocal service.

ARTICLE 6

Redirection and return of air-mail correspondence

1. Air-mail correspondence addressed to persons who have changed their residence is forwarded to the new destination by the ordinary means, unless the

Reforwarding in case of change of address.

Undeliverable mater.

ordinaires, à moins que le destinataire n'ait demandé expressément la réexpédition par la voie aérienne et n'ait payé d'avance au bureau réexpéditeur la surtaxe aérienne du nouveau parcours. Les correspondances tombées en rebut sont renvoyées à l'origine par la voie ordinaire.

Treatment of redirected mail.

2.—Si la réexpédition ou le renvoi a lieu par les moyens ordinaires de la poste, l'étiquette "Par avion" et toute annotation se rapportant à la transmission par la voie aérienne doivent être barrées d'office au moyen de deux forts traits transversaux.

addressee has expressly requested redirection by air mail and has paid in advance, to the forwarding office, the aerial surcharge for the new route. Undeliverable correspondence is returned to origin by the ordinary means.

2. If redirection or return is effected by the ordinary means, the "Par avion" label and every notation relative to the transmission by the air route must be canceled officially by means of two heavy transverse lines.

CHAPTER II.

CHAPTER II

Registered, etc., articles.

Envois recommandés ou avec valeur déclarée.

REGISTERED OR INSURED ARTICLES

I. Envois recommandés.

I. REGISTERED ARTICLES

ARTICLE 7.

ARTICLE 7

Envois recommandés.

Registered articles

Postage rates, etc.

Les envois recommandés sont soumis aux taxes postales et conditions générales d'admission prévues par la Convention postale universelle. Ils acquittent, en outre, les mêmes surtaxes aériennes que les envois ordinaires.

Registered articles are subject to the postage rates and general conditions for admission provided for by the Universal Postal Convention. They are also liable to the same aerial surcharges as ordinary articles.

ARTICLE 8.

ARTICLE 8

Responsabilité.

Responsibility

Responsibility.

Les Administrations *assument* à l'égard des envois recommandés acheminés par voie aérienne la même responsabilité que pour les autres envois recommandés.

Postal Administrations assume, in regard to registered articles sent by the air route, the same responsibility as for other registered articles.

Insured mail.

II. Envois avec valeur déclarée.

II. INSURED ARTICLES

ARTICLE 9.

ARTICLE 9

Envois avec valeur déclarée.

Insured articles

Surcharge, etc.

1.—Les Administrations qui *admettent* les envois avec valeur déclarée au transport aérien sont autorisées à percevoir du chef de ces envois un droit spécial d'assurance dont elles fixent le montant.

1. Administrations which admit insured articles to transportation by air mail are authorized to collect, on account of such articles, a special insurance fee, the amount of which they are to fix.

Le total du droit d'assurance ordinaire et du droit spécial devra rester dans les limites fixées par l'article 3, lettre c, de l'Arrangement concernant les lettres et boîtes avec valeur déclarée.

2.—En ce qui concerne les envois avec valeur déclarée qui transitent en dépêches closes par le territoire de pays non adhérents à l'Arrangement concernant les envois de l'espèce ou qui transitent par des services aériens pour lesquels *les pays en cause n'acceptent pas la responsabilité des valeurs*, la responsabilité de ces pays est limitée à celle qui est prévue pour les envois recommandés.

The sum of the ordinary insurance fee and the special fee must remain within the limits fixed by Article 3, Letter c), of the Agreement concerning Insured Letters and Boxes.

2. As for insured articles passing in transit in closed mails thru the territory of countries not adhering to the aforesaid Agreement, or passing in transit thru air services for which the countries concerned do not accept responsibility for insured articles, the responsibility of those countries is limited to that provided for registered articles.

Transit articles.

CHAPITRE III.

Attribution des surtaxes aériennes. Frais de transport.

ARTICLE 10.

Attribution des surtaxes.

Chaque Administration garde en entier les sommes qu'elle a perçues au titre des surtaxes aériennes de toute nature.

ARTICLE 11.

Frais de transport aérien des dépêches closes.

1.—Les frais de transit prévus à l'article 73 de la Convention postale universelle ne s'appliquent pas aux services aériens.

2.—Par dérogation aux dispositions de la Convention, les pays de destination qui assurent le réacheminement des correspondances-avion par la voie aérienne dans leur réseau interne ont droit à la bonification des frais de transport à l'intérieur. Cette bonification doit être uniforme pour tous les parcours de réseau intérieur d'un même pays.

3.—Les frais de transport afférents à un même parcours aérien sont uniformes pour toutes les Administrations qui font emploi de ce service sans participer aux frais d'exploitation.

CHAPTER III

RETENTION OF AERIAL SURCHARGES. TRANSPORTATION CHARGES

ARTICLE 10

Retention of surcharges

Each Administration retains the whole of the sums which it has collected as aerial surcharges of any kind.

ARTICLE 11

Aerial transportation charges for closed mails

1. The transit charges contemplated by Article 73 of the Universal Postal Convention do not apply to aerial services.

2. By exception to the provisions of the Convention, countries of destination which assure the reforwarding of air-mail correspondence by the air route in their domestic services are entitled to payment of the internal transportation charges. This payment must be uniform for all routes in the domestic service of one and the same country.

3. The transportation charges relative to one and the same air route are uniform for all Administrations using that service without participating in the operating costs.

Surcharges retained.

Transit charges for closed mails.

Art. p. 2562.

Internal transportation charges.

Uniform charges.

Payment to receiving office.

4.—Sauf les exceptions prévues aux §§ 5 et 6 ci-après, les frais de transport aérien sont payables à l'Administration des postes du pays où se trouve l'aéroport dans lequel les correspondances ont été prises en charge par le service aérien.

Direct settlement with air transport services permitted.

5.—L'Office qui remet à une entreprise de transport aérien des dépêches destinées à emprunter successivement plusieurs services aériens distincts peut, s'il est d'accord avec les Offices intermédiaires, régler directement avec cette entreprise les frais de transport pour la totalité du parcours. Les Offices intermédiaires ont, de leur côté, le droit de demander l'application pure et simple des dispositions du § 4.

Claim of intermediate Administrations.

6.—Par dérogation aux stipulations des §§ 4 et 5 ci-dessus, est réservé à chaque Administration dont dépend un service aérien, le droit de percevoir directement de chaque Administration qui *utilise ce service les frais de transport afférents à la totalité du parcours.*

Direct relations reserved.

7.—Les frais du transport aérien des correspondances-avion expédiées en dépêches closes sont à la charge de l'Administration du pays d'origine; les frais du transport aérien des correspondances expédiées à découvert sont à la charge de l'Administration qui les remet à découvert à une autre Administration.

Supervision over transfers en route.

8.—Sauf entente contraire entre les Administrations des postes intéressées, le transbordement en cours de route dans un même aéroport des dépêches qui empruntent successivement plusieurs services aériens distincts se fait obligatoirement par l'intermédiaire de l'Administration des postes du pays où a lieu le transbordement. Cette règle ne s'applique pas lorsque ce transbordement a lieu entre des appareils assurant les sections successives d'un même service.

Exception.

Warehousing charges not allowed.

9.—*Il n'est pas perçu de frais d'entrepôt pour les dépêches-avion.*

Exceptional cases.

Toutefois, dans le cas où, pour des circonstances exceptionnelles,

4. With the exceptions provided for in Sections 5 and 6 below, the aerial transportation charges are payable to the Postal Administration of the country in which the airport where the correspondence has been taken in charge by the air service is located.

5. The Administration which delivers to an air-transport enterprise mails destined to employ several separate air services in succession may, if it has agreed with the intermediate Administrations, settle directly with that enterprise for the transportation charges for the whole route. The intermediate Administrations, for their part, have the right to demand the application pure and simple of the provisions of Section 4.

6. By exception to the provisions of Sections 4 and 5 above, each Administration controlling an air service retains the right to collect directly from each Administration utilizing that service the transportation charges relative to the whole route.

7. The air-transportation charges for air-mail correspondence sent in closed mails are chargeable to the Administration of the country of origin; the air-transportation charges for correspondence sent in open mail are chargeable to the Administration which delivers them in open mail to another Administration.

8. Barring contrary agreement among the Postal Administrations concerned, the transfer en route, in one and the same airport, of mails which employ several separate air services in succession, must be performed by the Postal Administration of the country where the transshipment is effected. This rule does not apply when the transfer is made between machines performing successive sections of one and the same service.

9. No warehousing charges are collected for air-mail dispatches.

However, in case where, thru exceptional circumstances, con-

des frais considérables *doivent* être *supportés* du fait de cet entrepôt, les Administrations sont autorisées à percevoir les frais d'entrepôt prévus à l'article 74 de la Convention.

10.—Comme mesure temporaire, le tarif de base à appliquer aux règlements des comptes entre les Administrations du chef des transports aériens est fixé à 6 centimes de franc-or par fraction indivisible de 100 grammes de poids brut et de 100 kilomètres. Toutes fractions de 100 grammes et de 100 kilomètres sont arrondies respectivement aux 100 grammes et aux 100 kilomètres supérieurs *et cela séparément pour chaque dépêche qui fait l'objet de la statistique-avion*. Les dépêches aériennes transportées en service intérieur sont *soumises aux mêmes règles*.

11.—Les prix de transport spécifiés ci-dessus ne s'appliquent pas aux transports à longue distance effectués au moyen de services dont la création et l'entretien nécessitent des frais extraordinaires. Les conditions de l'utilisation de ces services sont réglées de gré à gré entre les Administrations intéressées; elles doivent être uniformes pour toutes les Administrations empruntant ces services.

12.—Les frais de transport précités sont dus aussi pour les correspondances exemptes de frais de transit ainsi que pour les dépêches ou correspondances mal dirigées, dans le cas où elles sont acheminées par la voie aérienne.

13.—*En dehors des frais éventuels d'entrepôt (§ 9 ci-dessus), les Administrations des pays survolés n'ont droit à aucune rémunération pour les dépêches transportées par voie aérienne au-dessus de leur territoire.*

ARTICLE 12.

Frais de transport des correspondances-avion à découvert.

1.—Les correspondances-avion peuvent être échangées à découvert entre deux Administrations par la voie aérienne.

siderable expense must be borne because of such warehousing, Administrations are authorized to collect the warehousing charges contemplated by Article 74 of the Convention.

10. As a temporary measure, the basic rate to be applied in the settlement of accounts among the Administrations for aerial transportation is fixed at 6 centimes of a gold franc for each indivisible fraction of 100 grams of gross weight and of 100 kilometers. All fractions of 100 grams and 100 kilometers are rounded off to the next highest 100 grams and 100 kilometers respectively, and separately for each dispatch which forms the subject of the aerial statistics. Air-mail dispatches carried in the domestic service are subject to the same rules.

11. The transportation charges specified above do not apply to long-distance transportation by means of services whose creation and upkeep give rise to extraordinary expenses. The conditions for using such services are settled from time to time among the Administrations concerned; they must be uniform for all Administrations using such services.

12. The transportation charges above mentioned are also due on correspondence exempt from transit charges, as well as for mis-sent dispatches or correspondence, in case that they are transmitted by the air route.

13. In addition to the eventual warehousing charges (Section 9 above), Administrations of countries flown over have no right to any remuneration for dispatches transported by air over their territory.

ARTICLE 12

Transportation charges for aerial correspondence in open mail

1. Air-mail correspondence may be exchanged in open mail between two Administrations by the air route.

Ante, p. 2645.

Temporary basic rate.

Long distance transportation charges.

Other classes applicable.

Dispatches in transit.

Transit charges for open mail.

Exchanges.

Payment of reforwarding charges.

2.—Les frais de transport aérien sont payés en entier à l'Administration des postes du pays auquel les correspondances sont adressées à découvert en vue de leur réexpédition par voie aérienne; cette Administration peut exiger la formation de liasses distinctes pour les destinations qu'elle indiquera.

2. The aerial transportation charges are paid in their entirety to the Postal Administration of the country to which the correspondence is addressed in open mail for reforwarding by the air route; this Administration may require the formation of separate bundles for destinations which it may indicate.

Separate bundles.

Determination of open mail charges.

3.—Pour déterminer les frais de transport, le poids net des correspondances-avion transmises à découvert est majoré de 25% pour tenir compte des dépenses afférentes aux travaux de tri. *Toutefois, la majoration des frais de transport aérien qui en résulte en faveur d'un pays de transit ne peut dépasser 1 franc 50 centimes par 100 grammes de poids net.*

3. In order to determine the transportation charges, the net weight of the aerial correspondence transmitted in open mail is increased by 25 per cent, in order to take account of the expenses of the work of sorting. However, the increase in aerial transportation charges resulting therefrom in favor of one transit country may not exceed 1 franc 50 centimes per 100 grams of net weight.

Restriction.

ARTICLE 13.

Calcul des distances entre deux pays reliés par plusieurs lignes aériennes.

ARTICLE 13

Calculation of the distance between two countries connected by several air lines.

Calculation of distances.

Si deux pays sont reliés par plusieurs lignes aériennes, les frais de transport sont calculés d'après la distance moyenne de ces parcours et leur importance pour le trafic international.

If two countries are connected by several air lines, the transportation charges are calculated in accordance with the average length of those routes and their importance for the international service.

CHAPITRE IV.

CHAPTER IV

International Bureau.

Bureau international.

INTERNATIONAL BUREAU

ARTICLE 14.

ARTICLE 14

Communications à adresser au Bureau international.

Communications to be addressed to the International Bureau

To act as intermediary.

1.—Les Administrations doivent se communiquer par l'intermédiaire du Bureau international:

1. The Administrations shall communicate to one another, thru the intermediary of the International Bureau:

Aerial surcharges.

a) l'indication des surtaxes aériennes qu'elles perçoivent pour des correspondances-avion tant à l'intérieur qu'à destination d'autres pays;

(a) Information as to the aerial surcharges which they collect for air-mail correspondence, in the domestic service as well as when destined for other countries;

Insured mail.

b) l'indication si elles admettent ou non des lettres et boîtes avec valeur déclarée au transport aérien;

(b) Information as to whether or not they admit insured letters and boxes to aerial transportation;

List of air lines.

c) la liste des lignes aériennes nationales ou étrangères qu'elles utilisent pour le transport des

(c) A list of the national or foreign air lines which they utilize for the transportation of air-mail

correspondances-avion, soit que ces lignes fonctionnent à l'intérieur du pays, soit qu'elles partent de ses aéroports vers les pays étrangers; ces dernières lignes doivent figurer dans la liste avec le parcours *pour lequel* l'Administration qui les utilise assume la responsabilité *du chef des* correspondances qu'elle leur confie. La liste doit indiquer, notamment, pour chaque ligne, la distance et la durée du parcours à partir du port de départ jusqu'aux différents ports d'escale, la périodicité du service, le pays auquel les frais du transport aérien sur la ligne doivent être payés et les conditions ou restrictions spéciales auxquelles l'utilisation de cette ligne est subordonnée. A la fin des indications concernant les lignes intérieures, chaque Administration doit indiquer la distance moyenne qu'elle a adoptée pour la bonification du transport aérien des correspondances-avion destinées à l'intérieur de son pays;

d) la liste des pays à destination desquels elles assument la réexpédition des correspondances-avion par la voie aérienne, pour tout ou partie du parcours, avec indication des voies par lesquelles la réexpédition a lieu, des distances du parcours aérien et des frais de transport y afférents.

Ces renseignements sont consignés sur une formule du modèle A V 1 ci-annexé.

2.—Les communications sous c et d doivent être envoyées régulièrement deux fois par an, un mois avant le commencement du service d'été et un mois avant celui du service d'hiver. Toute modification apportée ultérieurement doit être notifiée sans retard.

3.—Le Bureau international dresse, d'après les communications qui lui parviennent, un *Recueil de renseignements concernant le service postal aérien, y compris l'échange des lettres et des boîtes avec valeur déclarée, une liste générale des lignes pos-*

correspondence, whether those lines operate within the country or start from its airports and run to foreign countries; these latter lines should figure in the list with the part of the route for which the Administration utilizing them assumes responsibility on account of the correspondence which it entrusts to them. The list should indicate, in particular, for each line, the distance and transit time from the port of departure to the different ports of call, the frequency of the service, the country to which the aerial transportation charges for the line should be paid, and the special conditions or restrictions to which the utilization of the line is subject. At the end of the information concerning the domestic lines, each Administration shall indicate the average distance which it has adopted for the payment of charges for aerial transportation of air-mail correspondence destined for the interior of its country;

(d) A list of countries of destination to which they undertake the reforwarding of air-mail correspondence by the air route all or part of the way, with indication of the routes by which the reforwarding is effected, the distances on the air routes, and the transportation charges therefor.

This information is given on a form like Model A V 1 hereto appended.

2. The communications under (c) and (d) shall be sent in regularly twice a year; one month before the commencement of the summer service, and one month before that of the winter service. Notice of any modification made subsequently shall be given without delay.

3. The International Bureau prepares, on the basis of the communications which it receives, a Digest of Information concerning the air-mail service, including the exchange of insured letters and boxes, a general list of air-mail lines, and a general list of

List of countries reforwarding air mail.

Post, p. 2728.

Periodic statements.

Digest of Information, distribution, etc.

tales aériennes et une liste générale des pays desservis par des lignes aériennes. *Ces documents sont répartis sans délai entre les Administrations. La liste générale à établir par le Bureau international doit correspondre au modèle A V 1 ci-annexé.*

Post, p. 2728.

World map.

Le Bureau international est chargé également de dresser une carte mondiale indiquant les lignes postales de communications internationales aériennes, ainsi que des cartes supplémentaires donnant les lignes intérieures de chaque continent.

Designated lists, etc., sent directly.

4. A titre de renseignement provisoire, une copie des communications sous *c* et *d* sera transmise directement par chaque Administration à tous les autres Offices qui en exprimeront le désir.

Schedules, etc., sent regularly.

5.—Les Administrations communiqueront, en outre, régulièrement, à tous les Offices qui en feront la demande, les horaires des lignes aériennes de leurs réseaux intérieur et international avec indication, pour chaque port d'escale, des heures d'arrivée et de départ des avions.

countries served by air lines. These documents are distributed without delay among the Administrations. The general list to be prepared by the International Bureau must correspond to Model A V 1 hereto appended.

The International Bureau is also charged with making up a world map indicating the lines of international air-mail communications, as well as supplementary maps giving the internal lines of each Continent.

4. For temporary information, a copy of each communication mentioned under (c) and (d) will be sent directly by each Administration to all other Administrations which express their desire to receive them.

5. Administrations will also communicate regularly, to all Administrations requesting them, the schedules of the air lines of their domestic and international services, with indication of the hours of arrival and departure of the planes from each port of call.

CHAPITRE V.

Règlement de compte.

ARTICLE 15.

Statistique de décompte.

1.—Le décompte général des frais de transport aérien a lieu d'après des relevés statistiques établis dans les sept jours qui suivent le 14 juin et le 14 novembre de chaque année. Les données de la statistique de juin forment la base des bonifications dues pour le service d'été; celles de novembre comptent pour le service d'hiver.

2.—Les statistiques concernant des services qui ne fonctionnent pas pendant les mois de juin et novembre seront établies après entente entre les Administrations intéressées.

3.—Par mesure transitoire, tout Office a la faculté de demander que les règlements de compte

CHAPTER V

SETTLEMENT OF ACCOUNTS

ARTICLE 15

Accounting statistics

1. The general accounting for aerial transportation charges is effected in accordance with statistical tables made up during the seven days following the 14th of June and the 14th of November of each year. The results of the June statistics form the basis for the payments due for the summer service; those of November being used for the winter service.

2. Statistics concerning services which do not operate during the months of June and November will be made up after agreement among the Administrations concerned.

3. As a temporary measure, every Administration has the option of requesting that the settle-

Settlement of accounts.

Method, etc.

Special cases.

Quarterly settlements optional.

aient lieu trimestriellement sur la base du poids brut des envois réellement transportés pendant le trimestre précédent. Dans ce cas, une entente intervient entre les Offices intéressés sur la procédure à suivre.

ARTICLE 16.

Confection des dépêches ordinaire ou des dépêches-avion pendant les périodes de statistique des frais de transport aérien.

Les dispositions de l'article 61 du Règlement d'exécution de la Convention postale universelle ne s'appliquent pas aux statistiques bi-annuelles pour l'évaluation des frais du transport aérien. Toutefois, pendant la période de ces statistiques, les étiquettes ou suscriptions de dépêches qui contiennent des correspondances-avion doivent porter, d'une manière apparente, la mention "Statistique-avion".

ARTICLE 17.

Constatation de poids des correspondances-avion.

1.—*Pendant les périodes de statistique, la date d'expédition et le poids brut de la dépêche sont indiqués sur l'étiquette ou sur la suscription extérieure de la dépêche. L'insertion de dépêches-avion entrantes dans une autre dépêche de même nature est interdite.*

2.—*Dans le cas où des correspondances à découvert destinées à être réacheminées par voie aérienne sont comprises dans une dépêche ordinaire ou dans une dépêche-avion, le poids doit être indiqué séparément sur la feuille d'avis pour chaque pays auquel les correspondances-avion sont destinées. Au besoin, les indications de poids peuvent être faites sur un bordereau spécial correspondant au modèle A V 2 ci-après et qui est annexé à la feuille d'avis.*

3.—*Ces indications sont vérifiées par le bureau d'échange destina-*

ments of accounts be made quarterly on the basis of the gross weight of the articles actually transported during the preceding quarter. In such a case, an agreement is made among the Administrations concerned as to the procedure to be followed.

ARTICLE 16

Preparation of ordinary or aerial dispatches during the statistical periods for air-mail transportation charges

The provisions of Article 61 of the Regulations of Execution of the Universal Postal Convention do not apply to the semi-annual statistics for the fixing of the aerial transportation charges. However, during such statistical periods, the tags or labels of the dispatches containing air-mail correspondence should bear the conspicuous notation "Statistique-avion" (Air-mail statistics).

Ante, p. 2633.

Dispatches during statistical periods.

ARTICLE 17

Fixing the weight of air-mail correspondence

1. During the statistical periods, the date of dispatch and the gross weight of the dispatch are indicated on the label or outside address of the dispatch. The inclusion of air-mail dispatches in another dispatch of the same kind is prohibited.

Date and weight to be indicated.

2. In case that open-mail correspondence intended to be re-dispatched by the air route is included in an ordinary or air-mail dispatch, the weight shall be indicated separately on the letter bill for each country to which the air-mail correspondence is addressed. If necessary, the indications of the weight may be made in a special list conforming to Model A V 2 hereto appended, which is attached to the letter bill.

Weight of re-dispatched mail.

Post, p. 2729.

3. These indications are verified by the exchange office of

Verification.

taire. Si ce bureau constate que le poids réel *indiqué* diffère de plus de 20 grammes du poids *annoncé*, il rectifie la feuille *d'avis ou l'étiquette* et signale immédiatement l'erreur au bureau d'échange expéditeur *par bulletin de vérification; une copie de ce bulletin est adressée, le cas échéant, à chaque Office intermédiaire.* Si les différences de poids constatées restent dans les limites précitées, les indications du bureau expéditeur sont tenues pour valables.

ARTICLE 18.

Liste des dépêches-avion closes.

List of closed mails
to be furnished

Aussitôt que possible, et, en tout cas, dans un délai de quinze jours après chaque période de *statistique*, les Administrations qui ont expédié des dépêches-avion closes envoient la liste de ces dépêches aux différentes Administrations dont elles ont emprunté les services aériens, y compris, le cas échéant, celle de destination.

ARTICLE 19.

Air mail dispatches. Etablissement des relevés *A V 3* et *A V 4* des dépêches-avion.

Preparation of cer-
tain forms, etc.

Post, p. 2730.

1.—Pendant les périodes de *statistique*, les Administrations intermédiaires prennent note, dans un relevé conforme au modèle *A V 3* ci-annexé, *des poids indiqués* sur les étiquettes ou suscriptions extérieures des dépêches-avion qu'elles ont réacheminées par la voie aérienne au delà des frontières de leurs pays. Il est dressé un relevé pour chaque bureau d'échange expéditeur de dépêches-avion.

2.—Les Administrations de réception des dépêches-avion qui *assurent, par la voie aérienne*, le réacheminement des correspondances-avion qu'elles contiennent, soit dans leur réseau interne, soit au delà des frontières de leurs pays, dressent un relevé conforme au modèle *A V 4* ci-annexé, d'après les indications figurant dans les feuilles d'avis. Il est

Post, p. 2731.

destination. If that office finds that the actual weight indicated differs by more than 20 grams from the weight announced, it corrects the letter bill or label and immediately points out the error to the dispatching office by bulletin of verification; a copy of that bulletin is sent to each intermediate Administration, if occasion arises. If the differences of weight detected remain within the limits above mentioned, the indications of the dispatching office are considered as valid.

ARTICLE 18

List of closed air mails

As soon as possible, and in any case within a period of 15 days after each statistical period, the Administrations which have dispatched closed air mails send a list of such dispatches to the different Administrations whose air services they have used, including that of destination, if occasion arises.

ARTICLE 19

Preparation of Forms A V 3 and A V 4 for air-mail dispatches

1. During the statistical periods, the intermediate Administrations take note, on a form agreeing with Model *A V 3* hereto appended, of the weights indicated on the labels or outside addresses of the air-mail dispatches which they have reforwarded by the air route beyond the frontiers of their countries. A statement is made up for each exchange office dispatching air mails.

2. Administrations receiving air mails, which assure the reforwarding of the air-mail correspondence which they contain by the air route, either in their domestic service or beyond the frontiers of their countries, prepare a statement conforming to Model *A V 4* hereto appended, in accordance with the indications figuring in the letter bills. The same pro-

procédé de la même manière en ce qui concerne les correspondances-avion contenues dans les dépêches ordinaires.

3.—Aussitôt que possible, et, au plus tard, un mois après la clôture des opérations de statistique, les relevés A V 3 et A V 4 sont transmis aux bureaux d'échange expéditeurs pour être revêtus de leur acceptation. Ces bureaux, après avoir accepté les relevés, les transmettent à leur tour à leur Administration centrale qui les fait parvenir à l'Administration centrale de l'Office créditeur.

4.—Si l'Office créditeur n'a reçu aucune observation rectificative dans un intervalle de 3 mois à compter de l'envoi, les relevés sont considérés comme admis de plein droit. En cas de circonstances extraordinaires (longue distance, etc.), ces délais peuvent être prolongés d'un commun accord entre les offices intéressés.

ARTICLE 20.

Compte de frais de transport aérien.

1.—Les poids bruts ou nets des correspondances-avion figurant dans les relevés A V 3 ou A V 4 sont multipliés par un chiffre établi d'après la fréquence des services d'été et d'hiver, et les produits ainsi obtenus servent de base à des comptes particuliers établissant en francs les prix de transport revenant à chaque Office pour le semestre en cours.

2.—Le soin de dresser ces comptes incombe à l'Office créditeur qui les transmet à l'Office débiteur.

3.—Les comptes particuliers sont dressés en double expédition et transmis aussitôt que possible à l'Office débiteur. Si l'Office créditeur n'a reçu aucune observation rectificative dans un intervalle de 3 mois à compter de

cedure is followed in regard to air-mail correspondence contained in ordinary dispatches.

3. As soon as possible, and at the latest one month after the close of statistical operations, the Forms A V 3 and A V 4 are sent to the dispatching exchange offices for acceptance. These offices, after accepting the statements, send them in turn to their Central Administration, which forwards them to the Central Administration of the creditor country.

4. If the creditor Administration has not received any corrective observation within an interval of 3 months, counting from the date of transmittal, the statements are considered as fully accepted. In case of extraordinary circumstances (long distance, etc.), those periods may be extended by common consent between the Administrations concerned.

Presumption of acceptances.

Time may be extended.

ARTICLE 20

Aerial transportation account

1. The gross or net weights of the air-mail correspondence figuring in the Forms A V 3 or A V 4 are multiplied by a figure determined by the frequency of the summer and winter services, and the products thus obtained serve as the basis for individual accounts showing, in francs, the charges for transportation due to each Administration for the current six-month period.

2. The duty of preparing these accounts is incumbent upon the creditor Administration, which transmits them to the debtor Administration.

3. The individual accounts are prepared in duplicate and transmitted as soon as possible to the debtor Administration. If the creditor Administration has not received any corrective observation within a period of

Auditing aerial transportation accounts.

Incumbent on creditor Administration.

Prepared in duplicate.

Presumption on acceptance.

l'envoi, ce compte est considéré comme admis de plein droit.

3 months from the transmittal of an account, such account is considered as fully accepted.

ARTICLE 21.

ARTICLE 21

Décompte général.

General account

General account.

Sauf entente contraire entre les Administrations intéressées, le décompte général des frais du transport aérien est *établi* deux fois par an par le Bureau international d'après les règles fixées pour le décompte des frais de transit.

In the absence of contrary agreement among the Administrations concerned, the general account of aerial transportation charges is made up twice a year by the International Bureau, in accordance with the rules fixed for the transit-charge account.

CHAPITRE VI.

CHAPTER VI

Various provisions.

Dispositions diverses.

VARIOUS PROVISIONS

ARTICLE 22.

ARTICLE 22

Signalisation des correspondances-avion.

Designation of air-mail correspondence

Air mail designations.

Les correspondances-avion sont revêtues au départ d'une étiquette spéciale *ou d'une empreinte* de couleur bleue comportant les mots "Par avion" avec traduction dans la langue du pays d'origine.

Air-mail correspondence is provided, at the time of mailing, with a special blue label or imprint bearing the words "Par avion" (By air mail), with a translation into the language of the country of origin.

ARTICLE 23.

ARTICLE 23

Acheminement par la voie aérienne sur une partie seulement du parcours.

Aerial transportation over part of the route only

Partly by air mail.

Si l'expéditeur désire que sa correspondance soit expédiée par la voie aérienne sur une partie du parcours aérien seulement, il doit en faire mention. A la fin de la transmission aérienne de ces correspondances, la mention et l'étiquette "Par avion" ainsi que l'annotation spéciale doivent être barrées d'office par deux forts traits transversaux.

If the sender desires his correspondence dispatched by air mail over a part of the air route only, he should indicate that fact. At the end of the aerial transmission of such correspondence, the note and the "Par avion" label, as well as the special annotation, should be crossed out officially by means of two heavy transverse lines.

ARTICLE 24.

ARTICLE 24

Mode d'expédition des correspondances-avion dans les dépêches ordinaires.

*Mode of dispatch of air-mail correspondence in ordinary dispatches*Dispatching air mail.
Ante, p. 2624.

Le mode d'expédition prescrit à l'article 55 du Règlement d'exé-

The mode of dispatch prescribed by Article 55 of the Regulations of

cution de la Convention postale universelle pour les envois exprès s'applique également aux correspondances-avion insérées dans des dépêches ordinaires, à cette exception près que le mot "Exprès" sur l'étiquette des liasses et dans la colonne "Observations" des feuilles d'avis doit être remplacé par les mots "Par avion".

ARTICLE 25.

Annotations à porter sur les feuilles d'avis et d'envoi et sur les étiquettes des dépêches contenant des correspondances-avion.

1.—La présence de correspondances-avion dans les dépêches ordinaires est indiquée par les mots "Par avion" au tableau No. I de la feuille d'avis et sur la feuille d'envoi, dont la contexture sera modifiée en conséquence.

2.—Les feuilles d'avis accompagnant des dépêches-avion doivent être revêtues dans leur entête de l'étiquette "Par avion". La même étiquette "Par avion" est appliquée sur les étiquettes ou suscriptions de ces dépêches.

ARTICLE 26.

Acheminement des correspondances-avion.

1.—Les Administrations qui se servent des communications aériennes pour le transport de leurs propres correspondances sont tenues d'acheminer, par ces mêmes communications, les correspondances-avion qui leur parviennent des autres Administrations.

2.—Les Administrations qui ne disposent pas d'un service aérien acheminent les correspondances-avion par les voies les plus rapides utilisées par la poste.

Il en est de même si, pour une raison quelconque, l'acheminement par ces autres voies offre des avantages sur une voie aérienne existante.

Execution of the Universal Postal Convention for special-delivery articles is also applicable to air-mail correspondence included in ordinary dispatches, except that the word "Exprès" (Special delivery) on the labels of the bundles and in the "Observations" column of the letter bills is to be replaced by the words "Par avion" (By air mail).

ARTICLE 25

Annotations to be made on the letter bills, on the insured bills, and on the labels of dispatches containing air-mail correspondence

1. The presence of air-mail correspondence in ordinary dispatches is indicated by the words "Par avion" in Table No. 1 of the letter bill and in the insured bill, the text of which will be modified accordingly.

Annotations to be made.

2. The letter bills accompanying air-mail dispatches should be provided, in their heading, with the "Par avion" label. The same "Par avion" label is applied to the labels or addresses of such dispatches.

ARTICLE 26

Dispatch of air-mail correspondence

1. Administrations which make use of aerial communications for the transportation of their own correspondence are bound to forward by those same routes the air-mail correspondence received by them from other Administrations.

Reciprocal exchange of official correspondence.

2. Administrations having no air service forward air-mail correspondence by the most rapid routes utilized by the mails.

Absence of air service.

The same applies, if for any reason, the dispatch by such other means offers advantages over an existing air route.

If other means superior.

ARTICLE 27.

ARTICLE 27

Customs clearance. Dédouanement des correspondances passibles de droits de douane.

Customs clearance of dutiable articles

Les Administrations prennent des mesures pour accélérer autant que possible le dédouanement des correspondances-avion passibles de droits de douane.

The Administrations take steps to accelerate, as far as possible, the customs clearance of air-mail correspondence liable to customs duty.

ARTICLE 28.

ARTICLE 28

Convention and Agreements. Application des dispositions de la Convention et des Arrangements.

Application of the provisions of the Convention and Agreements

Scope of.

Les dispositions de la Convention et des Arrangements, ainsi que de leurs Règlements respectifs, exception faite de l'Arrangement des colis postaux et de son Règlement, sont applicables en tout ce qui n'est pas expressément réglé par les articles précédents.

The provisions of the Convention and Agreements, as well as of their respective Regulations, with the exception of the Parcel-Post Agreement and its Regulations, are applicable in everything which is not expressly regulated by the foregoing Articles.

ARTICLE 29.

ARTICLE 29

Mise a exécution et durée des Dispositions adoptées.

Effective date and duration of the Provisions adopted

Effective date and duration.

Les présentes Dispositions seront exécutoires à partir du jour de la mise en vigueur de la Convention postale universelle. Elles auront la même durée que cette Convention, à moins qu'elles ne soient renouvelées d'un commun accord entre les Parties intéressées.

The present Provisions will be effective from the effective date of the Universal Postal Convention. They will have the same duration as that Convention, unless they are renewed by mutual agreement among the Parties concerned.

Fait à Londres, le 28 juin 1929.

Done at London, June 28, 1929.

Plenipotentiaries.

Pour l'Afghanistan:

Pour l'ensemble des Possessions insulaires des Etats-Unis d'Amérique autres que les Iles Philippines:

Pour l'Union de l'Afrique du Sud:

J. N. REDELINGHUY
D. J. O'KELLY

Eugene R. WHITE

Pour l'Albanie:
M. LIBOHOVA

Pour les Iles Philippines:
C. E. UNSON
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Pour l'Allemagne:
Dr K. SAUTTER
Dr W. KÜSGEN
K. ZIEGLER

Pour la République Argentine:

Pour les Etats-Unis d'Amérique:
Pour JOSEPH STEWART:

E. R. WHITE
Eugene R. WHITE

Pour la Commonwealth de l'Australie:

M. B. HARRY

Pour l'Autriche:
Walther STOECKL

Pour la Belgique:
O. SCHOCKAERT
Hub. KRAINS

Pour l'ensemble des Colonies es- ^{Plenipotentiaries-}
pagnoles: ^{Continued.}
A. RAMOS GARCIA

Pour la Colonie du Congo belge:
HALEWYCK DE HEUSCH
F. G. TONDEUR
JAMAR

Pour l'Estonie:
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Pour l'Ethiopie:
B. MARCÓS
A. BOUSSON

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MAINGUET
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Pour le Danemark:
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Pour la Ville libre de Dantzig:
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Pour le Guatemala:
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Pour l'Égypte:
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Pour la République d'Haïti:
J. G. DALZELL

Pour l'Équateur:
E. CHACÓN Q.
E. L. ANDRADE

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Nedjde et Dépendances:*
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Pour l'Espagne:
A. CAMACHO

Pour la République du Honduras:
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L. P. KULKARNI
P. N. MUKERJI

Pour l'Iraq:
Douglas W. GUMBLEY

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Pour la République de Libéria:
C. W. DRESSELHUYS

Pour la Lithuanie:
A. SRUOGA
G. KROLIS

Pour le Luxembourg:
JAAQUES

*Pour le Maroc (à l'exclusion de la
Zone espagnole):*
Jacques TRUELLE

Pour le Maroc (Zone espagnole):
A. CAMACHO

Pour le Mexique:
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José V. CHÁVEZ

Pour le Nicaragua:
Eduardo PEREZ-TRIANA

Pour la Norvège:
Klaus HELSING
Oskar HOMME

Pour la Nouvelle-Zélande:
G. McNAMARA

Pour la République de Panama:
Carlos A. LÓPEZ G.

Pour le Paraguay:

Pour les Pays-Bas:
DAMME
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Pour les Indes néerlandaises:
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A. S. SALAZAR

Pour la Perse:
Hovhannès Khan MOSSAED
R. ARDJOMENDE

Pour la Pologne:
ŁOŚ
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Giovanni SOVRANI

Pour la République du Salvador:
Antonio REYES-GUERRA

Pour le Territoire de la Sarre:
P. COURTILET
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*Pour le Royaume des Serbes,
Croates et Slovènes:*
G. DIOURITCH

Pour le Siam:
Phya PRAKIT KOLASASTRA
Luang BAHIDDHA NUKARA

Pour la Suède:
Anders ÖRNE
Gunnar LAGER
Fr. SANDBERG

Pour la Suisse:
P. DUBOIS
C. ROCHES
L. ROULET

Pour la Tchécoslovaquie:
Dr Otokar RŮŽIČKA
Josef ZÁBRODSKÝ

Pour la Tunisie:
Jacques DUMAINE
DUPONT

Pour la Turquie:
Ali RAANA
Yusuf ARIFI

*Pour l'Union des Républiques
Soviétistes Socialistes:*
Dr. Eugène HIRSCHFELD
M. KHODEEFF
E. SYREVITCH

Pour l'Uruguay:
F. A. COSTANZO

Pour l'Etat de la Cité du Vatican:
W. A. S. HEWINS

Pour les Etats-Unis de Vénézuëla:
Luis Alejandro AGUILAR
E. ARROYO LAMEDA

Pleni potestatis—
Continued.

Having examined and considered the provisions of the foregoing Air-Mail Provisions, signed at London on the 28th day of June, 1929, relative to the Universal Postal Convention of London, signed the same day, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this eighth day of March, 1930.

[SEAL]

WALTER F. BROWN
Postmaster General.

I hereby approve the above-mentioned Air-Mail Provisions, and in testimony thereof have caused the seal of the United States to be hereto affixed.

[SEAL]

By the President:

J P COTTON

Acting Secretary of State.

WASHINGTON, March 13, 1930.

HERBERT HOOVER

Ratified and ap-
proved by Postmaster
General.

Approval by the
President.

Final Protocol.

PROTOCOLE FINAL DES DISPOSITIONS CONCERNANT LE TRANSPORT DE LA POSTE AUX LETTRES PAR VOIE AÉRIENNE.

FINAL PROTOCOL OF THE PROVISIONS CONCERNING THE TRANSPORTATION OF REGULAR MAILS BY AIR

Article unique.

SOLE ARTICLE

Frais de transport aérien des dépêches closes.

Aerial transportation charges for closed mails

British India and Soviet Republics transit charges.

Les Administrations de l'Inde britannique et de l'Union des Républiques Soviétistes Socialistes ont la faculté de percevoir les frais de transport prévus à l'article 11 des Dispositions concernant le transport de la poste aux lettres par voie aérienne pour chaque parcours de leur réseau aérien interne.

The Administrations of British India and the Union of Socialistic Soviet Republics have the option of collecting the transportation charges provided for by Article 11 of the Provisions concerning the transportation of regular mails by air for each section of their domestic air systems.

Annex, p. 2709.

Fait à Londres, le 28 juin 1929.

Done at London, June 28, 1929.

Plenipotentiaries.

Pour l'Afghanistan:

Pour l'Autriche:
Walther STOECKL

Pour l'Union de l'Afrique du Sud:

J. N. REDELINGHUYS
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A. BOUSSON

Pour la Finlande:
G. E. F. ALBRECHT

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MAINGUET
GRANDSIMON
DUSSERRE

Pour l'Algérie:
E. HUGUÉNIN

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Pour l'ensemble des Colonies italiennes:
Riccardo ASTUTO

Pour le Japon:
H. KAWAI
Naotaro YAMAMOTO
J. SHIMIDZU

Plenipotentiaries—
Continued.

Plenipotentiaries—
Continued.

- Pour le Chosen:*
Naotaro YAMAMOTO
Jingoro HIRAO
- Pour l'ensemble des autres
Dépendances japonaises:*
H. KAWAI
Noboru TOMIZU
- Pour la Lettonie:*
A. AUZIŅŠ
- Pour le République de Libéria:*
C. W. DRESSELHUYS
- Pour la Lithuanie:*
A. SRUOGA
G. KROLIS
- Pour le Luxembourg:*
JAAQUES
- Pour le Maroc (à l'exclusion de la
Zone espagnole):*
Jacques TRUELLE
- Pour le Maroc (Zone espagnole):*
A. CAMACHO
- Pour le Mexique:*
Lino B. ROCHÍN
José V. CHÁVEZ
- Pour le Nicaragua:*
Eduardo PÉREZ-TRIANA
- Pour la Norvège:*
Klaus HELSING
Oskar HOMME
- Pour la Nouvelle-Zélande:*
G. McNAMARA
- Pour la République de Panama:*
Carlos A. LÓPEZ G.
- Pour le Paraguay:*
- Pour les Pays-Bas:*
DAMME
DUYNSTEE
- Pour les Indes néerlandaises:*
J. van der WERF
W. F. GERDES OOSTERBEEK
DOMMISSE
HOOGEWONING
- Pour les Colonies néerlandaises en
Amérique:*
W. F. GERDES OOSTERBEEK
HOOGEWONING
- Pour le Pérou:*
M. de FREYRE y S.
A. S. SALAZAR
- Pour la Perse:*
Hovhannès Khan MOSSAED
R. ARDJOMENDE
- Pour la Pologne:*
ŁÓŚ
Dr Marjan BLACHIER
- Pour le Portugal:*
Jose VASCO DE CARVALHO
Adalberto da COSTA VEIGA
- Pour les Colonies portugaises de
l'Afrique:*
Mario Corrêa BARATA DA
CRUZ
- Pour les Colonies portugaises de
l'Asie et de l'Océanie:*
Luciano Bothelho da COSTA
MARTINS
- Pour la Roumanie:*
Général MIHAIL
I. MANEA
- Pour la République de Saint-
Marin:*
M. A. JAMIESON
Giovannia SOVRANI
- Pour la République du Salvador:*
Antonio REYES-GUERRA
- Pour le Territoire de la Sarre:*
P. COURTILET
A. AREND
- Pour le Royaume des Serbes,
Croates et Slovènes*
G. DIOURITCH
- Pour le Siam.*
Phya PRAKIT KOLASASTRA
Luang BAHIDDHA NUKARA

Pour la Suède:
Anders ÖRNE
Gunnar LAGER
Fr. SANDBERG

Pour la Suisse:
P. DUBOIS
C. ROCHES
L. ROULET

Pour la Tchécoslovaquie:
Dr Otokar RŮŽIČKA
Josef ZÁBRODSKÝ

Pour la Tunisie:
Jacques DUMAINE
DUPONT

Pour la Turquie:
Ali RAANA
Yusuf ARIFI

*Pour l'Union des Républiques
Soviétistes Socialistes:*
Dr Eugène HIRSCHFELD
M. KHODEEFF
E. SYREVITCH
Pour l'Uruguay:
F. A. COSTANZO

Pour l'Etat de la Cité du Vatican:
W. A. S. HEWINS

Pour les Etats-Unis de Vénézuëla:
Luis Alejandro AGUILAR
E. ARROYO LAMEDA

Plenipotentiaries—
Continued.

Having examined and considered the provisions of the foregoing Final Protocol to the Air-Mail Provisions, signed at London on the 28th day of June, 1929, relative to the Universal Postal Convention of London, signed the same day, the same is by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

Approval by the
Postmaster General.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this eighth day of March, 1930.

[SEAL]

WALTER F. BROWN
Postmaster General.

I hereby approve the above-mentioned Final Protocol to the Air-Mail Provisions and in testimony thereof have caused the seal of the United States to be hereto affixed.

Approval by the
President.

[SEAL]

HERBERT HOOVER

By the President:
J P COTTON
Acting Secretary of State.
WASHINGTON, March 13, 1930.

ANNEXES

Liste des lignes aériennes, des pays desservis et des surtaxes aériennes

AV 1
(art. 14, §1)

N° d'ordre	Noms des pays desservis par voie aérienne	1° Parcours		Longueur réelle de la ligne et classement des services (km.)	Durée du trajet (heures)	Périodicité du service	Prix de transport pour le parcours aérien		Pays auquel les frais de transport aérien doivent être payés	Surtaxe aérienne per çue	Observations
		2° Nom de la Compagnie					jusqu'au pays de destination (francs-or)	dans le pays de destination même (francs-or)			
1	2	3	4	5	6	7	8	9	10	11	

(Dimensions: 210×297 mm.)

AV 2
(art. 17, § 2)

Appendix.
Forms.
AV 2.

Office expéditeur de la dépêche:

Office destinataire de la dépêche:

BORDEREAU

des poids des correspondances-avion

contenues dans la dépêche ordinaire
-avion

du bureau d'échange d.....

pour le bureau d'échange d.....

expédiée le 19... à... h... m.

arrivée le 19... à... h... m.

Numéro d'ordre 1	Noms des pays de destination des correspondances-avion 2	Poids net Grammes 3	Observations 4

(Dimensions: 210X297 mm.)

Office expéditeur de la dépêche:

Office destinataire de la dépêche:

TRANSPORT AÉRIEN DE CORRESPONDANCES-AVION

Relevé du poids net des correspondances-avion contenues dans les dépêches ordinaires avion
du bureau d'échange d..... pour le bureau d'échange d..... expédiées pendant
la période de la statistique du..... au.....

1	2	3	Poids net des correspondances-avion destinées à d'autres pays						Moyenne du parcours aérien dans le pays de destination ¹⁾					14	15											
			Parcours aériens inter-médiaires																							
			avec majoration de taxe			sans majoration de taxe																				
km.) ¹⁾		km.) ¹⁾		km.) ¹⁾		km.) ¹⁾		km.) ¹⁾		km.) ¹⁾			Pays de destination		Observations											
gr.		gr.		gr.		gr.		gr.		gr.																
		4		5		6		7		8		9			10		11			12		13				
Totaux . . .																										

¹⁾ Les colonnes 3 et 9 à 13 ne sont remplies que dans le cas où le pays de destination des correspondances-avion se charge de leur réacheminement par la voie aérienne à l'intérieur de son territoire. Les correspondances-avion destinées à la localité de l'aéroport de réception d'une dépêche-avion n'entrent pas dans le calcul de poids.

....., le 19....., le 19.....
Vu et accepté:

Le Chef du bureau transitaire:

Le Chef du bureau d'origine:

October 4, 1929.

Agreement between the United States and Belgium for the erection of certain memorials in Belgium by the American Battle Monuments Commission. Signed at Paris, October 4, 1929; ratified by the President, January 11, 1930; ratified by Belgium, April 8, 1930; ratifications exchanged at Brussels, April 17, 1930; proclaimed, April 23, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF
AMERICA

A PROCLAMATION

Erection of certain
memorials in Belgium.

Vol. 42, p. 1500.

WHEREAS an Agreement between the United States of America and Belgium covering the erection by the American Battle Monuments Commission of certain memorials in Belgium in accordance with and by authority of the Act of Congress of the United States of America, approved March 4, 1923, entitled "An Act for the creation of an American Battle Monuments Commission to erect suitable memorials commemorating the services of the American soldier in Europe, and for other purposes", was signed at Paris on October 4, 1929, the original of which Agreement, being in the English and French languages, is word for word as follows:

AGREEMENT CONCLUDED BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND BELGIUM COVERING THE ERECTION BY THE AMERICAN BATTLE MONUMENTS COMMISSION OF CERTAIN MEMORIALS IN BELGIUM.

ACCORD CONCLU ENTRE LES GOUVERNEMENTS DES ETATS-UNIS D'AMERIQUE ET DE LA BELGIQUE CONCERNANT L'ERECTION EN BELGIQUE DE MONUMENTS COMMEMORATIFS PAR LA COMMISSION AMERICAINE DES MONUMENTS DE GUERRE.

Contracting Powers.

This Agreement made at Paris, on October 4, 1929, by and between the Government of the United States of America, represented by General John J. Pershing, of the American Battle Monuments Commission, party of the first part, and the Royal Belgian Government, represented by Baron E. de Gaiffier d'Hestroy, Belgian Ambassador in Paris, party of the second part, for the acquisition by the Royal Belgian Government of lands intended as sites for monuments which the American Battle Monuments Commission is to erect in Belgium, in accordance with and by authority of the Act of Congress of the United States approved March 4th., 1923, entitled "An act for the creation of an American Battle Monuments Commis-

Le présent Accord, conclu à Paris, le 4 octobre, 1929, entre le Gouvernement des Etats-Unis d'Amérique, représenté par le Général John J. Pershing, de la Commission Américaine des Monuments de Guerre, d'une part, et le Gouvernement Royal Belge représenté par Mr. le Baron E. de Gaiffier d'Hestroy, Ambassadeur de Belgique à Paris, d'autre part, pour l'acquisition, par le Gouvernement Royal Belge, de terrains devant servir d'emplacements pour les monuments que la Commission américaine des monuments de guerre se propose d'ériger en Belgique, en vertu de la loi du Congrès des Etats-Unis, approuvée le 4 mars 1923, intitulée "Loi pour la création d'une Commission américaine de Monuments de guerre en vue d'ériger

sion to erect suitable memorials, commemorating the services of the American soldiers in Europe and for other purposes", witnesseth that:

des monuments commémorant dignement les services des soldats américains en Europe, et pour d'autres buts", certifie que:

Article 1.-

The Belgian Government will acquire, by mutual agreement with the proprietors, the lands necessary for the erection of the American memorials.

ARTICLE 1.-

Le Gouvernement belge acquerra à l'amiable les terrains nécessaires à l'érection des monuments commémoratifs américains.

Land acquisitions by Belgium.

Article 2.-

The negotiations with the owners or tenants for the cession of the said lands will be pursued by the American Battle Monuments Commission, who will reimburse the Belgian Government for the purchase price thereof and for any expenses occasioned by the acquisition.

ARTICLE 2.-

Les tractations à engager avec les propriétaires ou locataires des terrains précités en vue de la cession amiable des dits terrains, seront faites par la Commission américaine des Monuments de Guerre, qui remboursera au Gouvernement belge le montant du prix et des frais d'acquisition.

Reimbursement.

Article 3.-

The said lands, as well as the monuments erected thereon, will be the property of the Belgian Government, who will grant to the Government of the United States without cost and in perpetuity the use and free disposal thereof.

ARTICLE 3.-

Les terrains en question ainsi que les monuments y érigés seront la propriété du Gouvernement belge qui en concédera gratuitement et à perpétuité l'usage et la libre disposition au Gouvernement des Etats-Unis.

Ownership and use of lands, etc.

Article 4.-

The lands acquired will be devoted in perpetuity to the purpose above mentioned, but the Belgian Government shall have no responsibility with respect to the maintenance or the preservation of the monuments and their accessories.

ARTICLE 4.-

Les terrains acquis resteront perpétuellement affectés à leur destination, sans toutefois que l'Etat belge puisse encourir de responsabilité en ce qui concerne l'entretien et la conservation des monuments et de leurs accessoires.

Maintenance thereof.

If, in the future, the monuments should disappear or fall into ruin as a result of abandonment that can be considered as definite, and after the Belgian Government has informed the Government of the United States of their condition sufficiently in time so as to permit the latter to remedy the same if it so desires, the Belgian Government shall no longer be bound to permit the said lands to remain unproductive in perpetuity and shall have the right to use them for other purposes.

Si, dans l'avenir, les monuments venaient à disparaître ou à tomber en ruines, par suite d'un abandon que l'on pourrait considérer comme définitif, et après que l'Etat belge aurait informé le Gouvernement des Etats-Unis de leur état suffisamment à temps pour permettre à ce dernier d'y remédier, s'il le juge utile, l'Etat belge ne pourrait être tenu à perpétuité de laisser improductifs les terrains susvisés et pourrait les utiliser à d'autres fins.

If abandoned or in ruins, etc.

Article 5.-

Divesting lands of special character.

It is expressly agreed that the said lands can be divested of their special character for reasons of the public welfare or public utility, of which the Belgian Government alone shall be judge.

Rebuilding monuments thereafter.

In such case, after having consulted the American Battle Monuments Commission or eventually the Secretary of War, the Belgian Government will undertake, as far as it is still practicable, to rebuild at its own expense at another place in its territory and under similar conditions the monuments erected upon the lands in question.

Article 6.-

Administration of land, etc.

The American Battle Monuments Commission or the organization which will eventually replace it will administer the land and monuments in perpetuity, in conformity with the Belgian laws and regulations, and will bear all expenses incident thereto so that the Belgian Government shall not be involved in any way.

Article 7.-

Suits, etc., concerning land, to be settled by Belgium.

The Belgian Government will settle all difficulties which may arise with owners or tenants of adjoining lands; it will institute and pursue any suit or sustain any defense concerning the properties acquired which may hereafter appear necessary. The cost involved and the amount of any possible judgments rendered against the Belgian Government will be repaid by the Government of the United States.

Reimbursement.

For damages, by United States.

It is agreed, however, that settlement for damages caused by the personnel appointed by the Government of the United States for the maintenance and guarding of the American memorials or by the equipment belonging to it, will be undertaken by the representative appointed by that Government.

ARTICLE 5.-

Il est expressément convenu que les dits terrains pourront être désaffectés pour des raisons d'intérêt général ou d'utilité publique que l'Etat belge sera seul en droit d'apprécier.

En ce cas, après avoir pris l'avis de la Commission américaine des Monuments de guerre ou éventuellement du représentant désigné par le Secrétaire américain pour la Guerre, l'Etat belge se chargera, pour autant que ce soit encore faisable, de réédifier à ses frais, en un autre endroit de son territoire et dans des conditions équivalentes, les monuments érigés sur les terrains désaffectés.

ARTICLE 6.-

La Commission américaine des Monuments de Guerre ou éventuellement l'organisme qui la remplacera, administrera à perpétuité les terrains et monuments, en se conformant aux lois et règlements belges et supportera toutes les charges qui pourraient les grever, et plus généralement, de telle façon que l'Etat belge ne puisse être inquiété en quoi que ce soit.

ARTICLE 7.-

Le Gouvernement belge règlera toutes les difficultés pouvant s'élever avec les propriétaires ou locataires riverains; il suivra toutes actions ou défenses qu'il paraîtrait nécessaire par la suite d'intenter ou de soutenir au sujet des immeubles acquis. Les frais correspondants et éventuellement le montant des condamnations lui seront remboursés par le Gouvernement des Etats-Unis.

Il demeure entendu, toutefois, que le règlement des dommages causés, soit par le personnel préposé par le Gouvernement des Etats-Unis à l'entretien et à la garde des monuments commémoratifs américains, soit par du matériel lui appartenant, sera poursuivi à la diligence du représentant désigné par ce Gouvernement.

The present Accord is to be ratified by both Governments. The exchange of ratifications is to take place in Brussels.

In witness whereof the date, month and year above-mentioned, this Agreement has been signed in four copies, each copy having the same value and effect as an original, by the Government of the United States, represented by General John J. PERSHING of the American Battle Monuments Commission, and the Royal Belgian Government, represented by Baron E. de GAIFFIER d'HESTROY, Belgian Ambassador in Paris.

Le présent Accord sera ratifié par les deux Gouvernements. L'échange des ratifications aura lieu à Bruxelles.

En foi de quoi, les jour, mois et an que dessus, cet Accord a été rédigé en quatre exemplaires, chacun d'eux ayant la même valeur et effet qu'un original, par le Gouvernement des Etats-Unis représenté par le Général John J. PERSHING, de la Commission Américaines des Monuments de Guerre, et par le Gouvernement Royal Belge, représenté par Mr. le Baron E. de GAIFFIER d'HESTROY, Ambassadeur de Belgique à Paris.

Ratification.

Signatures.

[SEAL] JOHN J PERSHING

[SEAL] E. DE GAIFFIER

AND WHEREAS the said Agreement has been duly ratified on both parts and the ratifications of the two Governments were exchanged in Brussels on the 17th day of April, one thousand nine hundred and thirty:

Ratifications exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Agreement to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-third day of April in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

February 27, 1930.
April 16, 1930.

Parcel post agreement between the United States of America and the Sierra Leone Colony and Protectorate, signed at Freetown, February 27, 1930, at Washington, April 16, 1930; approved by the President, April 23, 1930.

PARCEL POST AGREEMENT

between

THE UNITED STATES OF AMERICA AND THE SIERRA LEONE COLONY AND PROTECTORATE

Parcel post agreement with Sierra Leone and Protectorate.

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 the Sierra Leone Colony and Protectorate, the undersigned WALTER F. BROWN, Postmaster General of the United States of America, and Norman Stephen Davis, Postmaster General of the Sierra Leone Colony and Protectorate, by virtue of authority vested in them, have agreed upon the following articles:

I. LIMITS OF WEIGHT AND SIZE

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 centimeters) 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.

Postage and fees.

II. POSTAGE AND FEES

Collection from sender.

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, as may from time to time be prescribed by its regulations.

Prepayment.

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.

Preparation of parcels.

III. PREPARATION OF PARCELS

Addressing requirements.

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.

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.

Customs declaration.

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

No official responsibility for correctness.

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, but the country of destination shall have the right to open them (including the right to break the seals) in order to inspect the contents. Parcels which have been so opened shall be closed again and sealed parcels shall be officially resealed.

Packing, etc., requirements.

5. 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 cardboard or strong fibreboard or receptacle of equal strength) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.

Containers for liquids, etc.

6. 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.

Powders, etc.

IV. PROHIBITIONS

Prohibitions.

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

Articles specified.

(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.

Letters, etc.

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

Inclosure with different address.

(c) Any live animal.

Live animal.

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

Admission not authorized.

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

Explosives.

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.

Erroneously transmitted.

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.

List of prohibited articles to be furnished.

V. CUSTOMS DUTIES

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.

To be collected on delivery.

Exchange of parcels.

VI. METHOD OF EXCHANGE OF PARCELS

Sealed sacks.

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.

Billing of parcels.

VII. BILLING OF PARCELS

Parcel bills.

1. The entries on the parcel bills shall show in respect to each parcel the serial number of the entry, the name of the office of origin, the name and address of the addressee, and the contents and value as shown on the customs declaration.

In duplicate.

2. Two copies of each parcel bill shall be sent to the office of exchange of the country of destination.

Returned parcels.

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

Numbering by dispatching office.

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.

Articles in transit.

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 provisions is not made in this Agreement, shall be settled by mutual agreement through correspondence between the two Administrations.

Certificates of mailing.

VIII. CERTIFICATES OF MAILING

Furnished to sender.

The sender may receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose, in accordance with the laws and regulations of the Administration of origin.

Responsibility.

IX. RESPONSIBILITY NOT ACCEPTED FOR ORDINARY PARCELS

No compensation for loss, etc., of ordinary parcels.

Neither the sender nor the addressee of any parcel shall be entitled to compensation for the loss of the parcel or for the abstraction of or damage to its contents.

Transit parcels.

X. TRANSIT PARCELS

For other countries.

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.

Notice to be sent.

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

Conditions.

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

Check by exchange office.

XI. CHECK BY OFFICE OF EXCHANGE.

Verification.

1. On the receipt of a Parcel Mail, the receiving Office of Exchange shall check it. 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 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.

Discrepancies.

Duplicate parcel bills.

XII. FEES FOR DELIVERY AND FOR CUSTOMS FORMALITIES. DEMURRAGE CHARGES.

Fees.

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 ten cents 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.

Delivery and customs.

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.

Demurrage.

XIII. REDIRECTION

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.

Additional charges.

2. When a parcel is redirected to either country, new postage 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 postage when not prepaid.

Collection on delivery.

XIV. POSTAL CHARGES OTHER THAN THOSE PRESCRIBED NOT TO BE COLLECTED

Other postal charges.

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

Parcels not subject thereto.

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 Agreement.

Retention of collections.

XV. RECALL AND CHANGE OF ADDRESS

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.

Permitted on request of sender.

Nondelivery.

XVI. NONDELIVERY

Return to sender.

1. In the absence of a request by the sender to the contrary, a parcel which can not be delivered shall be returned to the sender without previous notification. New postage may be collected from the sender and retained by the Administration making the collection.

New postage re-
quired.Requests from sender
allowed.

2. The sender of a parcel may request, at the time of mailing, that, if the parcel can not 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:

Forms.

"If not deliverable as addressed _____ 'Abandon'."

"If not deliverable as addressed _____ 'Deliver to _____'."

Time for returning
undelivered parcels.

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 original destination in the United States of America and at the expiration of twenty-eight days from the date of receipt at the post office of original destination in the Sierra Leone Colony and Protectorate. Parcels held at the disposal of a second addressee in the Sierra Leone Colony and Protectorate may be held for an additional seven days. Refused parcels will be returned at once from both countries. Each returned parcel shall be marked to show the reason for nondelivery.

Disposal of articles
liable to deterioration.

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 a report made to the Administration of origin.

Sale, if marked
"Abandon."

5. Undeliverable parcels which the sender has marked "Abandon" may be sold at auction at the expiration of thirty days in the United States of America, and at the expiration of twenty-eight days in the Sierra Leone Colony and Protectorate.

Customs charges.

XVII. CUSTOMS CHARGES TO BE CANCELLED

Cancellation, if parcel
destroyed, etc.

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

Retransmission.

XVIII. RETRANSMISSION

Provisions for.

Missent parcels shall be forwarded to their destinations by the most direct route at the disposal of the reforwarding Administration but must not be marked with the customs or other charges by the reforwarding Administration.

Receptacles.

XIX. RECEPTACLES

Bags to be provided,
etc.

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.

XX. CHARGES

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 intermediate Administration.

Parcels forwarded.

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

Returned or redirected, in transit.

3. For every parcel mailed in one country and addressed for delivery in the other which weighs not exceeding 3 pounds a payment of 1 shilling (24 cents) shall be made by the dispatching Administration to the receiving Administration, for every parcel which weighs over 3 pounds and not over 7 pounds a payment of 1 shilling 6 pence (36 cents) shall be made, for every parcel which weighs over 7 pounds and not over 11 pounds a payment of 2 shillings (48 cents) shall be made and for every parcel which weighs over 11 pounds and not over 22 pounds a payment of 3 shillings (72 cents) shall be made.

Rates between Administrations.

XXI. ACCOUNTING

Accounting.

1. Terminal parcels.

Terminal parcels.

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

2. Transit parcels.

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.

Examinations.

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.

Prompt verification, etc.

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.

Payment of balances.

XXII. MATTERS NOT PROVIDED FOR IN THE AGREEMENT

Matters not provided for.

1. The Postmaster General of the United States of America and the Postmaster General of the Sierra Leone Colony and Protectorate shall have authority jointly to make from time to time by correspondence such changes and modifications and further regulations of order and detail as may become necessary to facilitate the operation of the services contemplated by this Agreement as well as to provide arrangements for the registration and insurance of parcel post packages and for the exchange of parcels subject to collect-on-delivery charges should both countries at any time desire any one or all of these services.

Changes, etc., by mutual correspondence.

2. 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.

Mutual communication of parcel post laws, etc.

Duration of agree-
ment.

XXIII. DURATION OF AGREEMENT

Effective date.

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

Duration.

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.

Signatures.

3. Done in duplicate and signed at Freetown the 27 day of February 1930 and at Washington the 16th day of April, 1930.

N. S. DAVIS,

*Postmaster General of the
Sierra Leone Colony and Protectorate.*

[SEAL]

WALTER F. BROWN,
*Postmaster General of the
United States of America.*

Approved by the
President.

The foregoing Parcel Post Agreement between the United States of America and the Sierra Leone Colony and Protectorate has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

HERBERT HOOVER.

By the President:

J P COTTON

Acting Secretary of State.

WASHINGTON, April 23, 1930.

Treaty between the United States of America and the Turkish Republic regarding commerce and navigation. Signed at Ankara, October 1, 1929; ratification advised by the Senate, February 17, 1930; Ratified by the President, March 3, 1930; ratified by Turkey, April 21, 1930; ratifications exchanged at Ankara, April 22, 1930; proclaimed, April 25, 1930.

October 1, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Commerce and Navigation between the United States of America and the Turkish Republic was concluded and signed by their respective Plenipotentiaries at Ankara on the first day of October, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and Turkish languages, is word for word as follows:

Commerce and navigation with the Turkish Republic.

TREATY OF COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA AND THE TURKISH REPUBLIC.

The United States of America and the Turkish Republic, desirous of maintaining and furthering their commercial relations and of defining the treatment which shall be accorded in their respective territories to the commerce and shipping of the other, have resolved to conclude a treaty of commerce and navigation and for that purpose have appointed their plenipotentiaries.

Purpose declared.

THE PRESIDENT OF THE UNITED STATES OF AMERICA:
Joseph C. Grew, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Turkish Republic.

Plenipotentiaries.

THE PRESIDENT OF THE TURKISH REPUBLIC:
Zekai Bey, Deputy of Diarbekir, former Minister, Ambassador.
Menemenli Numan Bey, Minister Plenipotentiary, Undersecretary of State at the Ministry of Foreign Affairs.

Who, having communicated to each other their full powers, found to be in due form, have agreed upon the following articles:

ARTICLE I

In respect of import and export duties, including surtaxes and coefficients of increase, and other duties and charges affecting commerce, as well as in respect of transit, warehousing and customs formalities, and the treatment of commercial traveler's samples, the United States will accord to Turkey and Turkey will accord to the United States, its territories and possessions, unconditional most-favored-nation treatment.

Most-favored-nation treatment mutually exchanged.

Therefore, no higher or other duties shall be imposed on the importation into or the disposition in the United States, its territories or possessions, of any articles the produce or manufacture of Turkey than are or shall be payable on like articles the produce or manufacture of any other foreign country;

Similarly, no higher or other duties shall be imposed on the importation into or the disposition in Turkey of any articles the produce or manufacture of the United States, its territories or possessions, than are or shall be payable on like articles the produce or manufacture of any other foreign country;

Similarly, no higher or other duties shall be imposed in the United States, its territories or possessions, or in Turkey, on the exportation of any articles to the other or to any territory or possession of the other, than are payable on the exportation of like articles to any other foreign country;

Any advantage, of whatsoever kind, which either High Contracting Party may extend to any article, the growth, produce or manufacture of any other foreign country shall simultaneously and unconditionally, without request and without compensation, be extended to the like article the growth, produce or manufacture of the other High Contracting Party.

The stipulations of this article do not apply:

Subjects not included within stipulations herein.

(a) To the treatment which the United States accords or may hereafter accord in the matter of the customs tariff to the Commerce of Cuba or of any of the territories or possessions of the United States; or to the commerce of the Panama Canal Zone; or to the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions; or to the commerce of its territories or possessions with one another or with the Panama Canal Zone;

(b) To such special advantages and favors which Turkey accords or may hereafter accord in the matter of the customs tariff affecting products originating within the countries detached in 1923 from the former Ottoman Empire; or to the treatment which Turkey may accord to purely border traffic within a zone not exceeding fifteen kilometers wide on either side of the Turkish customs frontier.

ARTICLE II

Prohibitions and restrictions on imports and exports.

In all that concerns matters of prohibitions or restrictions on importations and exportations each of the two countries will accord, whenever they may have recourse to the said prohibitions or restrictions, to the commerce of the other country treatment equally favorable to that which is accorded to any other country.

Granting licenses.

The same treatment will apply in the case of granting licenses in so far as concerns commodities, their valuations and quantities.

ARTICLE III

Treatment of vessels.

(a) Vessels of the United States of America will enjoy in Turkey and Turkish vessels will enjoy in the United States of America the same treatment as national vessels.

Subjects not included.

(b) The stipulations of Article III paragraph (a) do not apply:

(1) To coastwise traffic (cabotage) governed by the laws which are or shall be in force within the territories of each of the High Contracting Parties;

(2) To the support in the form of bounties or subsidies of any kind which is or may be accorded to the national merchant marine;

(3) To fishing in the territorial waters of the High Contracting Parties; nor to special privileges which have been or may be recognized, in one or the other country, to products of national fishing;

(4) To the exercise of the maritime service of ports, roadsteads or seacoasts; nor to pilotage and towage; nor to diving; nor of maritime assistance and salvage; so long as such operations are carried out in the respective territorial waters, and for Turkey in the Sea of Marmara.

(c) All other exceptions not included in those mentioned above shall be subject to most-favored-nation treatment.

ARTICLE IV

Nothing in this treaty shall be construed to restrict the right of either High Contracting Party to impose prohibitions or restrictions of a sanitary character designed to protect human, animal or plant life, or regulations for the enforcement of police or revenue laws. Right to impose prohibitions, etc., not restricted.

ARTICLE V

The present Treaty shall be ratified and the ratifications thereof shall be exchanged at Ankara as soon as possible. It shall take effect at the instant of the exchange of ratifications and shall remain in effect for a period of three years and thereafter until one year from the date when either of the High Contracting Parties shall have notified the other of an intention to terminate it; with the reservation, however, that the obligations concerning national treatment contained in paragraph (a) Article III hereof may, after one year from the date of the exchange of ratifications, be terminated by either party on ninety days' written notice and shall cease sixty days after the enactment of legislation inconsistent with the above-mentioned national treatment obligations by either of the High Contracting Parties.

Ratification.

Duration.

Ante, p. 2744.

In Witness Whereof the respective plenipotentiaries have signed the same and have affixed their seals thereto.

Signatures.

Done at Ankara in duplicate in the English and Turkish languages which have the same value and will have equal force this first day of October nineteen hundred and twenty-nine.

JOSEPH C GREW

ZEKÂI

M NUMAN

[SEAL]

[SEAL]

[SEAL]

AMERİKA MÜTTAHİT DEVLETLERİ İLE TÜRKİYE CÜMHURİYETİ ARASINDA TİCARET VE SEYRİSEFAİN MUAHEDENAMESİ

Turkish text.

Ticari münasebetlerini muhafaza ve tevsi etmek, ve mütekabil ülkelerinde diğer Tarafın ticaret ve seyrisefainine bahsedilecek muameleyi tayin eylemek arzusunda olan Amerika Müttahit Devletleri ve Türkiye Cümhuriyeti bir Ticaret ve Seyrisefain Muahedenesi aktine karar vermişler, ve bu maksatla

AMERİKA MÜTTAHİT DEVLETLERİ REİSİ HAZRETLERİ:
Türkiye'de Büyük Elçi ve Fevkalâde Murahhas Joseph C. Grew'yu;

TÜRKİYE CÜMHURİYETİ REİSİ HAZRETLERİ:
Diyaribekir Mebusu, Sabık Vekil, Büyük Elçi Zekâi Beyfendi ile Hariciye Vekâleti Müsteşarı Orta Elçi Menemenli Numan Beyfendiyi murahhas tayin eylemişlerdir.

Mezkûr murahhaslar salâhiyetnamelerini yekdigere tebliğ edip bunları usulüne muvafık bularak atideki maddeleri karar laştırmışlardır.

MADDE I

Munzam resimler ve tezyit emsali dahil olmak üzere ithal ve ihrac resimlerine, ve ticarete ait diğer resim ve mükellefiyetlere müteallik hususlar ile transit, antröpoya konma ve gümrük muameleleri hususlarında; kezalik, seyyar ticaret memurları nünunelerine yapılacak muamelede, Amerika Müttahit Devletleri Türkiye'ye ve Türkiye Amerika Müttahit Devletlerine, ve mutasarrıfı buldukları memleketlere ve müstemlekelerine, kayıtsız ve şartsız, en ziyade müsaadeye mazhar millet muamelesi bahşederler.

Binaberin, menşei veya imal mahalli Türkiye olan herhangi mevaddın Amerika Müttahit Devletlerine, mutasarrıfı buldukları memleketlere veya müstemlekelerine, ithali veya oralarda sürümü, menşei veya imal mahalli herhangi diğer ecnebi memleket olan mümasil mevât üzerinden istifa edilen veya edilecek olan resimlerden daha ağırna veya başkasına tabi tutulmayacaktır.

Aynile, menşei veya imal mahalli Amerika Müttahit Devletleri, mutasarrıfı buldukları memleketler veya müstemlekeleri, olan herhangi mevaddın Türkiye'ye ithali veya orada sürümü, menşei veya imal mahalli herhangi diğer ecnebi memleket olan mümasil mevât üzerinden istifa edilen veya edilecek olan resimlerden daha ağırna veya başkasına tabi tutulmayacaktır.

Kezalik Amerika Müttahit Devletlerinde, mutasarrıfı buldukları memleketlerde veya müstemlekelerinde, yahut Türkiye'de, diğer Tarafa, veya bunun herhangi mutasarrıfı bulunduğu memleketlere veya müstemlekelerine, gönderilcek olan herhangi mevaddın ihracı, mümasil mevaddın herhangi diğer ecnebi memlekete ihracı üzerinden istifa olunan resimlerden daha ağırna veya başkasına tabi tutulmayacaktır.

Yüksek Âkit Taraflardan birinin herhangi diğer ecnebi memleketin tabii veya sınaî müstahsallarından lâalettayin bir maddeye bahşedebileceği herhangi bir menfaat aynı zamanda ve mutlak tarzda, bu bapta talep vaki olmaksızın ve ivazsız olarak, diğer Yüksek Tarafın tabii veya sınaî müstahsallarından aynı maddeye tatbik olunacaktır.

Bu Maddenin ahkâmı:

a) Gümrük tarifesi hususunda, Amerika Müttahit Devletlerinin Küba (Cuba), veya Amerika Müttahit Devletlerinin herhangi mutasarrıfı buldukları memleketler veya müstemlekeleri, yahut Panama kanalı mintakası ticaretine bahşettikleri veya ileride edecekleri muameleye; veya Amerika Müttahit Devletleri ile herhangi mutasarrıfı buldukları memleketler ve müstemlekeleri arasındaki, yahut bu memleketler veya müstemlekelerin kendi aralarındaki, veya bunlarla Panama kanalı mintakası arasındaki ticarete bahşedilmiş veya ileride edilecek olan muameleye;

b) Türkiye'nin, 1923 senesinde eski Osmanlı imparatorluğundan ayrılmış olan memleketlere, gümrük tarifesi hususunda, bahşettiği veya ileride edeceği hususî menfaat ve müsadelere, veya türk gümrük hududunun her iki tarafında eni onbeş kilometroyu tecavüz etmeyen bir sahada münhasıran hudut ticaretine bahşedeceği muameleye şamil olmayacaktır.

MADDE II

İthalât ve ihracat üzerindeki memnuiyet veya tahditler hususunda, iki Memlekettten her biri, mezkûr memnuiyet ve tahditlere her müracaat edişinde, diğer Memleketin ticaretine, herhangi diğer ecnebi memleket ticaretine bahşedeceği muamele kadar müsait bir muamele bahşeyecektir.

İndelhace ithal ve ihrac ruhsatnameleri itası halinde—gerek emtiaya, gerek bunların kıymetinin takdirine ve miktarlarına müteallik hususlarda—aynı muamele tatbik olunacaktır.

MADDE III

a) Amerika Müttahit Devletleri gemileri Türkiye'de, Türk gemileri Amerika Müttahit Devletlerinde, aynıle millî gemilere yapılan muameleden müstefit olacaklardır.

b) Üçüncü Maddenin (a) fıkrasının hükmü aşağıdaki hususlarya tatbik edilmez:

1.—Kabotaj, ki Yüksek Âkit Taraflardan her birinin ülkesinde meri veya meriyete girecek olan kanunlara tabidir;

2.—Millî ticaret gemilerine bahşedilmiş veya edilebilecek olan her türlü prim veya nakdî muavenet şeklindeki teşvikler;

3.—Yüksek Âkit Tarafların karasularında sayt; Memleketlerin birinde veya diğerinde millî sayt istihsalâtına bahşedilmiş veya edilebilecek olan hususî imtiyazlar;

4.—Limanlara, açık demirleme mahallerine ve sahillere müteallik bahrî hizmetlerin ifası; kılavuzluk ve gemi çekme; dalgıçlık; bahrî yardım ve tahlisiye;—bu ameliyelerin müteakıl karasularında, ve Türkiye için Marmara denizinde, icra edilmesi takdirinde.

c) Yukarıdaki tadadın haricinde kalabilmiş olan diğer istisnalar en ziyade müsadeye mazhar millet muamelesine tabi tutulacaktır.

MADDE IV

Bu Muahdenamede hiç bir şey, Yüksek Âkit Taraflardan her birinin insan, hayvan veya nebat hayatını himayeye matuf sıhhi mahiyette memnuiyet veya takyitler vazetmek, yahut inzibata veya vergilere müteallik kanunları tatbik için nizamnameler meriyete koymak hakkını tahdit edecek tarzda tefsir edilmeyecektir.

MADDE V

Bu Muahdename tasdik edilecek, ve tasdiknameler mümkün olduğu kadar az bir zaman zarfında Ankara'da teati olunacaktır. Muahdename, tasdiknamelerin teatisi anından itibaren meriyete girecek, ve üç sene müddetle meriyette kalacak, ve bu müddet geçtikten sonra ise, Yüksek Âkit Taraflardan biri Muahdenameyi feshetmek niyetinde olduğunu diğer Tarafa tebliğ ettiği tarihten itibaren bir sene münkazi oluncaya kadar meri olacaktır: şu kayıt ile ki bu Muahdenamenin 3 üncü Maddesinin (a) fıkrasında mün-deriç ve millî muameleye müteallik taahhütler Âkit Taraflardan her biri canibinden tasdiknamelerin teatisinden itibaren bir senenin inkızasında, doksan gün evel tahriren haber verilmek şartile, fesholunabilecek, ve Yüksek Âkit Taraflardan biri canibinden mezkûr millî muamele taahhütleriyle telifi kabil olmiyan bir kanun meriyete konduğu tarihten başlamak üzere altmış gün hitamında hükümden sakıt olacaktır.

Yukarıdaki Maddelerde vazolunan ahkâmı tasdik etmek üzere, Âkit Taraflar murahhasları bu Muahdenameyi imza etmişler ve mühürlemişlerdir.

Ankara'da 1 Teşrinî ewel 1929— de, İngilizce ve türkçe, iki nüsha olarak tanzim edilmiştir; her ikisi aynı kıymeti haiz ve ihticaca salihdir.

JOSEPH C. GREW

ZEKÂI

M NUMAN

[SEAL]

[SEAL]

[SEAL]

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged at Ankara on the twenty-second day of April, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fifth day of April in the year of our Lord one thousand nine hundred and thirty,

[SEAL] and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

Convention between the United States of America and other American Republics setting forth the duties and rights of States in the event of civil strife. Signed at Habana, February 20, 1928; ratification advised by the Senate, subject to an understanding, April 15, 1930; ratified by the President, May 7, 1930; ratification of the United States of America deposited with the Pan American Union, May 21, 1930; proclaimed, June 6, 1930.

February 20, 1928.

BY THE PRESIDENT OF THE UNITED STATES OF
AMERICA

A PROCLAMATION

WHEREAS, a Convention on the duties and rights of States in the event of civil strife was adopted in the English, Spanish, Portuguese and French languages at the Sixth International Conference of American States at Habana on February 20, 1928, by the respective Plenipotentiaries of the United States of America, Peru, Uruguay, Panama, Ecuador, Mexico, El Salvador, Guatemala, Nicaragua, Bolivia, Venezuela, Colombia, Honduras, Costa Rica, Chile, Brazil, Argentina, Paraguay, Haiti, the Dominican Republic, and Cuba, the English text of which Convention, as contained in the Final Act signed by the Plenipotentiaries of the said States at the closing session of the said Conference, is word for word as follows:

Rights and duties of
States in the event of
civil strife.
Preamble.

CONVENTION

[RIGHTS AND DUTIES OF STATES IN THE EVENT OF CIVIL STRIFE]

The Governments of the Republics represented at the Sixth International Conference of American States, held in the city of Habana, Republic of Cuba, in the year 1928, desirous of reaching an agreement as to the duties and rights of states in the event of civil strife, have appointed the following plenipotentiaries:

Purpose declared.

Perú: Jesús Melquiades Salazar, Víctor Maúrtua, Enrique Castro Oyanguren, Luis Ernesto Denegri.

Plenipotentiaries.

Uruguay: Jacobo Varela Acevedo, Juan José Amézaga, Leonel Aguirre, Pedro Erasmo Callorda.

Panamá: Ricardo J. Alfaro, Eduardo Chiari.

Ecuador: Gonzalo Zaldumbide, Víctor Zevallos, Colón Eloy Alfaro.

Mexico: Julio García, Fernando González Roa, Salvador Urbina, Aquiles Elorduy.

Salvador: Gustavo Guerrero, Héctor David Castro, Eduardo Alvarez.

Guatemala: Carlos Salazar, Bernardo Alvarado Tello, Luis Beltranena, José Azurdia.

Nicaragua: Carlos Cuadra Pazos, Joaquín Gómez, Máximo H. Zepeda.

Bolivia: José Antezana, Adolfo Costa du Rels.

Venezuela: Santiago Key Ayala, Francisco Gerardo Yanes, Rafael Angel Arraiz.

Colombia: Enrique Olaya Herrera, Jesús M. Yepes, Roberto Urdaneta Arbeláez, Ricardo Gutiérrez Lee.

Plenipotentiaries—
Continued.

Honduras: Fausto Dávila, Mariano Vázquez.

Costa Rica: Ricardo Castro Beeche, J. Rafael Oreamuno, Arturo Tinoco.

Chile: Alejandro Lira, Alejandro Alvarez, Carlos Silva Vildósola, Manuel Bianchi.

Brazil: Raúl Fernandes, Lindolfo Collor, Alarico da Silveira, Sampaio Correa, Eduardo Espínola.

Argentina: Honorio Pueyrredón, (Later resigned), Laurentino Olascoaga, Felipe A. Espil.

Paraguay: Lisandro Díaz León.

Haiti: Fernando Dennis, Charles Riboul.

Dominican Republic: Francisco J. Peynado, Gustavo A. Díaz, Elías Brache, Angel Morales, Tulio M. Cestero, Ricardo Pérez Alfonseca, Jacinto R. de Castro, Federico C. Alvarez.

United States of America: Charles Evans Hughes, Noble Brandon Judah, Henry P. Fletcher, Oscar W. Underwood, Dwight W. Morrow, Morgan J. O'Brien, James Brown Scott, Ray Lyman Wilbur, Leo S. Rowe.

Cuba: Antonio S. de Bustamante, Orestes Ferrara, Enrique Hernández Cartaya, José Manuel Cortina, Arístides Agüero, José B. Alemán, Manuel Márquez Sterling, Fernando Ortiz, Néstor Carbonell, Jesús María Barraqué.

Exchange of full
powers.

Who, after exchanging their respective full powers, which were found to be in good and due form, have agreed upon the following:

ARTICLE 1

Rules adopted with
regard to civil strife.

The contracting states bind themselves to observe the following rules with regard to civil strife in another one of them:

Means to be used by
States to prevent start
of, in one State against
another.

1. To use all means at their disposal to prevent the inhabitants of their territory, nationals or aliens, from participating in, gathering elements, crossing the boundary or sailing from their territory for the purpose of starting or promoting civil strife.

Disarming, etc., of
rebel force crossing
boundary.

2. To disarm and intern every rebel force crossing their boundaries, the expenses of internment to be borne by the state where public order may have been disturbed. The arms found in the hands of the rebels may be seized and withdrawn by the government of the country granting asylum, to be returned, once the struggle has ended, to the state in civil strife.

Traffic in arms, etc.

3. To forbid the traffic in arms and war material, except when intended for the government, while the belligerency of the rebels has not been recognized, in which latter case the rules of neutrality shall be applied.

Arming, etc., vessels.

4. To prevent that within their jurisdiction there be equipped, armed or adapted for warlike purposes any vessel intended to operate in favor of the rebellion.

ARTICLE 2

Declaration of piracy.

The declaration of piracy against vessels which have risen in arms, emanating from a government, is not binding upon the other states.

Punitive measures
against insurgent ves-
sels.
Warships.

The state that may be injured by depredations originating from insurgent vessels is entitled to adopt the following punitive measures against them: Should the authors of the damages be warships, it may capture and return them to the government of the state to which they belong, for their trial; should the damage originate with merchantmen, the injured state may capture and subject them to the appropriate penal laws.

Merchantmen.

The insurgent vessel, whether a warship or a merchantman, which flies the flag of a foreign country to shield its actions, may also be captured and tried by the state of said flag. If flying flag of a foreign country.

ARTICLE 3

The insurgent vessel, whether a warship or a merchantman, equipped by the rebels, which arrives at a foreign country or seeks refuge therein, shall be delivered by the government of the latter to the constituted government of the state in civil strife, and the members of the crew shall be considered as political refugees. Delivery of insurgent vessel seeking refuge in foreign country.

ARTICLE 4

The present convention does not affect obligations previously undertaken by the contracting parties through international agreements. Obligations previously undertaken not affected.

ARTICLE 5

After being signed, the present convention shall be submitted to the ratification of the signatory states. The Government of Cuba is charged with transmitting authentic certified copies to the governments for the aforementioned purpose of ratification. The instrument of ratification shall be deposited in the archives of the Pan American Union in Washington, the Union to notify the signatory governments of said deposit. Such notification shall be considered as an exchange of ratifications. This convention shall remain open to the adherence of non-signatory states. Ratification.

In witness whereof the aforementioned plenipotentiaries sign the present convention in Spanish, English, French, and Portuguese, in the city of Habana, the 20th day of February, 1928. Deposit of instrument of ratification.

Perú: JESÚS M. SALAZAR, VÍCTOR M. MAÚRTUA, LUIS ERNESTO DENEGRI, E. CASTRO OYANGUREN. Notification.

Uruguay: VARELA, PEDRO ERASMO CALLORDA. Signatures.

Panamá: R. J. ALFARO, EDUARDO CHIARI.

Ecuador: GONZALO ZALDUMBIDE, VÍCTOR ZEVALLOS, C. E. ALFARO.

Mexico: JULIO GARCÍA, FERNANDO GONZÁLEZ ROA, SALVADOR URBINA, AQUILES ELORDUY.

Salvador: J. GUSTAVO GUERRERO, HÉCTOR DAVID CASTRO, ED. ALVAREZ.

Guatemala: CARLOS SALAZAR, B. ALVARADO, LUIS BELTRANENA, J. AZURDIA.

Nicaragua: CARLOS CUADRA PAZOS, MÁXIMO H. ZEPEDA, JOAQUÍN GÓMEZ.

Bolivia: JOSÉ ANTEZANA, A. COSTA DU R.

Venezuela: SANTIAGO KEY AYALA, FRANCISCO G. YANES, RAFAEL ANGEL ARRAIZ.

Colombia: ENRIQUE OLAYA HERRERA, R. GUTIÉRREZ LEE, J. M. YEPES.

Honduras: F. DÁVILA, MARIANO VÁZQUEZ.

Costa Rica: RICARDO CASTRO BEECHE, J. RAFAEL OREAMUNO, A. TINOCO JIMÉNEZ.

Signatures—Continued.

Chile: ALEJANDRO LIRA, ALEJANDRO ALVAREZ, C. SILVA VILDÓSOLA, MANUEL BIANCHI.

Brazil: RAÚL FERNANDES, LINDOLFO COLLOR.

Argentina: LAURENTINO OLASCOAGA, FELIPE A. ESPIL, CARLOS ALBERTO ALCORTA.

Paraguay: LISANDRO DÍAZ LEÓN, JUAN VICENTE RAMÍREZ.

Haiti: FERNANDO DENNIS.

Dominican Republic: FRACO. J. PEYNADO, TULIO M. CESTERO, JACINTO R. DE CASTRO, ELÍAS BRACHE, R. PÉREZ ALFONSECA.

United States of America: CHARLES EVANS HUGHES, NOBLE BRANDON JUDAH, HENRY P. FLETCHER, OSCAR W. UNDERWOOD, MORGAN J. O'BRIEN, JAMES BROWN SCOTT, RAY LYMAN WILBUR, LEO S. ROWE.

Cuba: ANTONIO S. DE BUSTAMANTE, ORESTES FERRARA, E. HERNÁNDEZ CARTAYA, ARÍSTIDES DE AGÜERO BETHENCOURT, M. MÁRQUEZ STERLING, NÉSTOR CARBONELL.

Certification of text.

Certified to be the English text of the Convention on Rights and Duties of States in the Event of Civil Strife as contained in the Final Act signed at the closing session of the Sixth International Conference of American States.

FRANK B KELLOGG

Secretary of State of the United States of America.

Ratifications exchanged.

AND WHEREAS, the said Convention has been duly ratified on the part of the United States of America, subject to the understanding that the provisions of Article 3 thereof shall not apply where a state of belligerency has been recognized, and the instrument of ratification by the United States of America was deposited with the Pan American Union on May 21, 1930;

AND WHEREAS, the said Convention has been ratified also by the Governments of Mexico, Panama, Brazil and Nicaragua, and the instruments of ratification of the said Governments were deposited with the Pan American Union on February 6, 1929, May 21, 1929, September 3, 1929, and March 20, 1930, respectively;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof, subject to the aforementioned understanding.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this sixth day of June in the year of our Lord one thousand nine hundred and thirty, and [SEAL] of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

HENRY L STIMSON

Secretary of State.

Convention between the United States of America and other American Republics regarding the status of aliens. Signed at Habana, February 20, 1928; ratification advised by the Senate, with exception of articles 3 and 4, April 16, 1930; ratified by the President, May 7, 1930; ratification of the United States of America deposited with the Pan American Union, May 21, 1930; proclaimed, June 6, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF
AMERICA

A PROCLAMATION

WHEREAS, a Convention regarding the status of aliens in their respective territories was adopted in the English, Spanish, Portuguese and French languages at the Sixth International Conference of American States at Habana on February 20, 1928, by the Plenipotentiaries of the United States of America under reservation of its Article 3, and by the respective Plenipotentiaries of Peru, Uruguay, Panama, Ecuador, Mexico, El Salvador, Guatemala, Nicaragua, Bolivia, Venezuela, Colombia, Honduras, Costa Rica, Chile, Brazil, Argentina, Paraguay, Haiti, the Dominican Republic, and Cuba, the English text of which Convention, as contained in the Final Act signed by the Plenipotentiaries of the said States at the closing session of the said Conference, is word for word as follows:

CONVENTION

[STATUS OF ALIENS]

The Governments of the Republics represented at the Sixth International Conference of American States, held in the city of Habana, Republic of Cuba, in the year 1928;

Have decided to conclude a convention for the purpose of determining the status of aliens within their respective territories and to that end have appointed the following plenipotentiaries:

Perú: Jesús Melquiades Salazar, Víctor Maúrtua, Enrique Castro Oyanguren, Luis Ernesto Denegri.

Uruguay: Jacobo Varela Acevedo, Juan José Amézaga, Leonel Aguirre, Pedro Erasmo Callorda.

Panamá: Ricardo J. Alfaro, Eduardo Chiari.

Ecuador: Gonzalo Zaldumbide, Víctor Zevallos, Colón Eloy Alfaro.

Mexico: Julio García, Fernando González Roa, Salvador Urbina, Aquiles Elorduy.

Salvador: Gustavo Guerrero, Héctor David Castro, Eduardo Alvarez.

Guatemala: Carlos Salazar, Bernardo Alvarado Tello, Luis Beltranena, José Azurdia.

Nicaragua: Carlos Cuadra Pazos, Joaquín Gómez, Máximo H. Zepeda.

Bolivia: José Antezana, Adolfo Costa du Rels.

Venezuela: Santiago Key Ayala, Francisco Gerardo Yanes, Rafael Angel Arraiz.

Colombia: Enrique Olaya Herrera, Jesús M. Yepes, Roberto Urdaneta Arbeláez, Ricardo Gutiérrez Lee.

Honduras: Fausto Dávila, Mariano Vázquez.

Plenipotentiaries—
Continued.

Costa Rica: Ricardo Castro Beeche, J. Rafael Oreamuno, Arturo Tinoco.

Chile: Alejandro Lira, Alejandro Alvarez, Carlos Silva Vildósola, Manuel Bianchi.

Brazil: Raúl Fernandes, Lindolfo Collor, Alarico da Silveira, Sampaio Correa, Eduardo Espínola.

Argentina: Honorio Pueyrredón, (Later resigned), Laurentino Olascoaga, Felipe A. Espil.

Paraguay: Lisandro Díaz León.

Haiti: Fernando Dennis, Charles Riboul.

Dominican Republic: Francisco J. Peynado, Gustavo A. Díaz, Elías Brache, Angel Morales, Tulio M. Cestero, Ricardo Pérez Alfonseca, Jacinto R. de Castro, Federico C. Alvarez.

United States of America: Charles Evans Hughes, Noble Brandon Judah, Henry P. Fletcher, Oscar W. Underwood, Dwight W. Morrow, Morgan J. O'Brien, James Brown Scott, Ray Lyman Wilbur, Leo S. Rowe.

Cuba: Antonio S. de Bustamante, Orestes Ferrara, Enrique Hernández Cartaya, José Manuel Cortina, Aristides Agüero, José B. Alemán, Manuel Márquez Sterling, Fernando Ortiz, Néstor Carbonell, Jesús María Barraqué.

Exchange of full
powers.

Who, after depositing their full powers, which were found to be in good and due form, have agreed upon the following provisions:

ARTICLE 1

Right of States in
regard to foreigners.

States have the right to establish by means of laws the conditions under which foreigners may enter and reside in their territory.

ARTICLE 2

Jurisdiction over.

Foreigners are subject as are nationals to local jurisdiction and laws, due consideration being given to the limitations expressed in conventions and treaties.

ARTICLE 3

Military service, etc.

Foreigners may not be obliged to perform military service; but those foreigners who are domiciled, unless they prefer to leave the country, may be compelled, under the same conditions as nationals, to perform police, fire-protection, or militia duty for the protection of the place of their domicile against natural catastrophes or dangers not resulting from war.

ARTICLE 4

Liability for contribu-
tions, etc.

Foreigners are obliged to make ordinary or extraordinary contributions, as well as forced loans, always provided that such measures apply to the population generally.

ARTICLE 5

Individual guaran-
ties and civil rights
enjoyed.

States should extend to foreigners, domiciled or in transit through their territory, all individual guaranties extended to their own nationals, and the enjoyment of essential civil rights without detriment, as regards foreigners, to legal provisions governing the scope of and usages for the exercise of said rights and guaranties.

ARTICLE 6

Expulsion of.

For reasons of public order or safety, states may expel foreigners domiciled, resident, or merely in transit through their territory.

States are required to receive their nationals expelled from foreign soil who seek to enter their territory.

ARTICLE 7

Foreigners must not mix in political activities, which are the exclusive province of citizens of the country in which they happen to be; in cases of such interference, they shall be liable to the penalties established by local law. Prohibition on engagement in political activities by.

ARTICLE 8

The present convention does not affect obligations previously undertaken by the contracting parties through international agreements. Prior obligations of contracting parties not prejudiced.

ARTICLE 9

After being signed, the present convention shall be submitted to the ratification of the signatory states. The Government of Cuba is charged with transmitting authentic certified copies to the governments for the aforementioned purpose of ratification. The instrument of ratification shall be deposited in the archives of the Pan American Union in Washington, the Union to notify the signatory governments of said deposit. Such notification shall be considered as an exchange of ratifications. This convention shall remain open to the adherence of nonsignatory states. Ratification.

In witness whereof, the aforementioned plenipotentiaries sign the present convention in Spanish, English, French, and Portuguese, in the city of Habana, the 20th day of February, 1928. Deposit of.
Notification.
Signatures of Plenipotentiaries.

Peru: JESÚS M. SALAZAR, VÍCTOR M. MAÚRTUA, LUIS ERNESTO DENEGRI, E. CASTRO OYANGUREN.

Uruguay: VARELA, PEDRO ERASMO CALLORDA.

Panamá: R. J. ALFARO, EDUARDO CHIARI.

Ecuador: GONZALO ZALDUMBIDE, VÍCTOR ZEVALLOS, C. E. ALFARO.

Mexico: JULIO GARCÍA, FERNANDO GONZÁLEZ ROA, SALVADOR URBINA, AQUILES ELORDUY.

Salvador: J. GUSTAVO GUERRERO, HÉCTOR DAVID CASTRO, ED. ALVAREZ.

Guatemala: CARLOS SALAZAR, B. ALVARADO, LUIS BELTRANENA, J. AZURDIA.

Nicaragua: CARLOS CUADRA PAZOS, MÁXIMO H. ZEPEDA, JOAQUÍN GÓMEZ.

Bolivia: JOSÉ ANTEZANA, A. COSTA DU R.

Venezuela: SANTIAGO KEY AYALA, FRANCISCO G. YANES, RAFAEL ANGEL ARRAIZ.

Colombia: ENRIQUE OLAYA HERRERA, R. GUTIÉRREZ LEE, J. M. YEPES.

Honduras: F. DÁVILA, MARIANO VÁZQUEZ.

Costa Rica: RICARDO CASTRO BEECHE, J. RAFAEL OREAMUNO, A. TINOCO JIMÉNEZ.

Chile: ALEJANDRO LIRA, ALEJANDRO ALVAREZ, C. SILVA VILDÓSOLA, MANUEL BIANCHI.

Brazil: RAÚL FERNANDES, LINDOLFO COLLOR.

Argentina: LAURENTINO OLASCOAGA, FELIPE A. ESPIL, CARLOS ALBERTO ALCORTA.

Paraguay: LISANDRO DÍAZ LEÓN, JUAN VICENTE RAMÍREZ.

Haiti: FERNANDO DENNIS.

Dominican Republic: FRACO. J. PEYNADO, TULIO M. CESTERO, JACINTO R. DE CASTRO, ELÍAS BRACHE, R. PÉREZ ALFONSECA.

Reservation of the Delegation of the United States of America

Reservation by
United States.

The delegation of the United States of America signs the present convention making express reservation to Article 3 of the same, which refers to military service of foreigners in case of war.

United States of America: CHARLES EVANS HUGHES, NOBLE BRANDON JUDAH, HENRY P. FLETCHER, OSCAR W. UNDERWOOD, MORGAN J. O'BRIEN, JAMES BROWN SCOTT, RAY LYMAN WILBUR, LEO S. ROWE.

Cuba: ANTONIO S. DE BUSTAMANTE, ORESTES FERRARA, E. HERNÁNDEZ CARTAYA, ARÍSTIDES DE AGÜERO BETHENCOURT, M. MÁRQUEZ STERLING, NÉSTOR CARBONELL.

Certification of text.

Certified to be the English text of the Convention on Status of Aliens as contained in the Final Act signed at the Closing session of the Sixth International Conference of American States.

FRANK B KELLOGG

Secretary of State of the United States of America.

Ratifications exchanged.
Ante, p. 2754.

AND WHEREAS, the said Convention, with the exception of Articles 3 and 4 thereof, has been duly ratified on the part of the United States of America and the instrument of ratification by the United States of America was deposited with the Pan American Union on May 21, 1930;

AND WHEREAS, the said Convention has been ratified also by the Governments of Panama, Brazil and Nicaragua, and the instruments of ratification of the said Governments were deposited with the Pan American Union on May 21, 1929, September 3, 1929, and March 20, 1930, respectively;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public, to the end that the same and every article and clause thereof, with the exception of Articles 3 and 4, may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

Articles excepted.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this sixth day of June in the year of our Lord one thousand nine hundred and thirty, and
[SEAL] of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

HENRY L STIMSON

Secretary of State.

Arbitration Treaty between the United States of America and Estonia signed at Tallinn, August 27, 1929; ratification advised by the Senate of the United States, January 20, 1930; ratified by the President of the United States, January 23, 1930; ratified by Estonia, May 13, 1930; ratifications exchanged at Washington, June 18, 1930; proclaimed, June 25, 1930.

August 27, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a treaty of Arbitration between the United States of America and the Estonian Republic was concluded and signed by their respective Plenipotentiaries at Tallinn on the twenty-seventh day of August, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English language, is word for word as follows:

Arbitration with the Estonian Republic.

Preamble.

TREATY OF ARBITRATION.

The President of the United States of America and the Head of the Estonian Republic,

Contracting Powers.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Purpose declared.

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America:

Mr. F. W. B. COLEMAN, Envoy Extraordinary and Minister Plenipotentiary,

The Head of the Estonian Republic:

Mr. J. LATTIK, Minister for Foreign Affairs,

who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at the Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

Special agreement. The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Estonia in accordance with its constitutional laws.

ARTICLE II.

Subjects excluded. The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

- (a) is within the domestic jurisdiction of either of the High Contracting Parties,
- (b) involves the interests of third Parties,
- (c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,
- (d) depends upon or involves the observance of the obligations of Estonia in accordance with the Covenant of the League of Nations.

ARTICLE III.

Ratification. The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Estonia in accordance with its constitutional laws.

Exchange of. The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Duration.

Signatures. In faith thereof the respective Plenipotentiaries have signed this treaty in duplicate in the English language and hereunto affix their seals.

Done at Tallinn the 27th day of August in the year of our Lord one thousand nine hundred and twenty nine.

F. W. B. COLEMAN
[SEAL]

J. LATTIK
[SEAL]

Ratifications exchanged. AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the eighteenth day of June, one thousand nine hundred and thirty;

Proclamation. NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fifth day of June in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

HENRY L STIMSON

Secretary of State.

August 27, 1929.

Conciliation Treaty between the United States of America and Estonia. Signed at Tallinn, August 27, 1929; ratification advised by the Senate of the United States, January 20, 1930; ratified by the President of the United States, January 23, 1930. Ratified by Estonia, May 13, 1930; ratifications exchanged at Washington, June 18, 1930; proclaimed, June 25, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF
AMERICA

A PROCLAMATION

Conciliation with the
Estonian Republic.
Preamble.

WHEREAS a Treaty of Conciliation between the United States of America and the Estonian Republic was concluded and signed by their respective Plenipotentiaries at Tallinn on the twenty-seventh day of August, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English language, is word for word as follows:

TREATY OF CONCILIATION.

Contracting Powers.

The President of the United States of America and the Head of the Estonian Republic, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

Plenipotentiaries.

The President of the United States of America:
Mr. F. W. B. COLEMAN, Envoy Extraordinary and Minister Plenipotentiary,

The Head of the Estonian Republic:
Mr. J. LATTIK, Minister for Foreign Affairs,

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I.

Disputes submitted
to International Com-
mission, if diplomatic
proceedings, etc., have
failed.

Any disputes arising between the Government of the United States of America and the Government of Estonia, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II.

International Com-
mission.
Composition.

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by

each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

Expenses.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

Appointment.

ARTICLE III.

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

Reference of disputes to commission.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

Facilities, etc., to be furnished.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

Time, etc., for report.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

Independent action reserved.

ARTICLE IV.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Estonia in accordance with its constitutional laws.

Ratification.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Exchange of ratifications and duration of treaty.

In faith thereof the respective Plenipotentiaries have signed this treaty in duplicate in the English language and hereunto affix their seals.

Signatures.

Done at Tallinn the 27th day of August in the year of our Lord one thousand nine hundred and twenty nine.

F. W. B. COLEMAN

J. LATTIK

[SEAL]

[SEAL]

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the eighteenth day of June, one thousand nine hundred and thirty;

Ratifications exchanged.

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fifth day of June, in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fourth.

HERBERT HOOVER

By the President:

HENRY L STIMSON

Secretary of State.

Arbitration Treaty between the United States of America and Latvia.
Signed at Riga, January 14, 1930; ratification advised by the Senate,
March 22, 1930; ratified by the President, March 29, 1930; ratified
by Latvia, April 26, 1930; ratifications exchanged at Washington,
July 10, 1930; proclaimed, July 14, 1930.

January 14, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF
 AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Arbitration between the United States of
 America and the Republic of Latvia was concluded and signed by
 their respective Plenipotentiaries at Riga on the fourteenth day of
 January, one thousand nine hundred and thirty, the original of which
 Treaty is word for word as follows:

Arbitration with
 Latvia.
 Preamble.

TREATY OF ARBITRATION BETWEEN
 THE UNITED STATES OF AMERICA AND LATVIA.

The President of the United States of America and the President
 of the Republic of Latvia

Contracting Powers.

Determined to prevent so far as in their power lies any interrup-
 tion in the peaceful relations that have always existed between the
 two nations;

Purpose declared.

Desirous of reaffirming their adherence to the policy of submitting
 to impartial decision all justiciable controversies that may arise be-
 tween them; and

Eager by their example not only to demonstrate their condemna-
 tion of war as an instrument of national policy in their mutual rela-
 tions, but also to hasten the time when the perfection of international
 arrangements for the pacific settlement of international disputes shall
 have eliminated for ever the possibility of war among any of the
 Powers of the world;

Have decided to conclude a treaty of arbitration and for that pur-
 pose they have appointed as their respective plenipotentiaries

Plenipotentiaries.

The President of the United States of America
 His Excellency Mr. F. W. B. Coleman, Envoy Extraordinary and
 Minister Plenipotentiary of the United States of America to the
 Republic of Latvia

The President of the Republic of Latvia
 His Excellency Mr. Antons Balodis, Minister for Foreign Affairs

who having communicated to one another their full powers found in
 good and due form. have agreed upon the following articles:

ARTICLE I

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

Vol. 36, p. 2221.

Special agreement.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Latvia in accordance with its constitutional laws.

ARTICLE II

Subjects not included.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Latvia in accordance with the Covenant of the League of Nations.

ARTICLE III

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Latvia in accordance with its constitutional laws.

Exchange of ratifications.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Duration.

Signatures.

In faith thereof the respective Plenipotentiaries have signed this treaty in duplicate in the English language, and hereunto affixed their seals.

Done at Riga, the 14th day of January in the year of Our Lord one thousand nine hundred and thirty.

[SEAL] F. W. B. COLEMAN
[SEAL] A. BALODIS

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the tenth day of July, one thousand nine hundred and thirty;

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this fourteenth day of July in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

H L STIMSON

Secretary of State.

January 14, 1930.

Conciliation Treaty between the United States of America and Latvia. Signed at Riga, January 14, 1930; ratification advised by the Senate, March 22, 1930; ratified by the President, March 29, 1930; ratified by Latvia, April 26, 1930; ratifications exchanged at Washington, July 10, 1930; proclaimed, July 14, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF
AMERICA.

A PROCLAMATION.

Conciliation with
Latvia.
Preamble.

WHEREAS a Treaty of Conciliation between the United States of America and the Republic of Latvia was concluded and signed by their respective Plenipotentiaries at Riga on the fourteenth day of January, one thousand nine hundred and thirty, the original of which Treaty is word for word as follows:

TREATY OF CONCILIATION BETWEEN
THE UNITED STATES OF AMERICA AND LATVIA.

Contracting Powers.

The President of the United States of America and the President of the Republic of Latvia, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

Plenipotentiaries.

The President of the United States of America
His Excellency Mr. F. W. B. Coleman, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to the Republic of Latvia

The President of the Republic of Latvia
His Excellency Mr. Antons Balodis, Minister for Foreign Affairs

who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

Disputes submitted
for investigation and
report to International
Commission.

Any disputes arising between the Government of the United States of America and the Government of Latvia, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

International Com-
mission.
Composition.

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each

country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment. Appointment.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation. Immediate reference of dispute to International Commission.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report. Facilities to be furnished.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files. Time, etc., for report.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted. Independent action reserved.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Latvia in accordance with its constitutional laws. Ratification.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other. Exchange of ratifications.

In faith thereof the respective Plenipotentiaries have signed this treaty in duplicate in the English language, and hereunto affix their seals. Duration.

Done at Riga, the 14th day of January in the year of Our Lord one thousand nine hundred and thirty. Signatures.

[SEAL] F. W. B. COLEMAN
[SEAL] A. BALODIS

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the tenth day of July, one thousand nine hundred and thirty; Ratifications exchanged.

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this fourteenth day of July in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

H L STIMSON

Secretary of State.

Arbitration Treaty between the United States of America and the Netherlands. Signed at Washington, January 13, 1930; ratification advised by the Senate, January 31, 1930; ratified by the President, February 6, 1930; ratified by the Netherlands, June 20, 1930; ratifications exchanged at Washington, July 17, 1930; proclaimed, July 19, 1930.

January 13, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION.

WHEREAS a Treaty of Arbitration between the United States of America and the Netherlands was concluded and signed by their respective Plenipotentiaries at Washington on the thirteenth day of January, one thousand nine hundred and thirty, the original of which Treaty, being in the English and Dutch languages, is word for word as follows:

Arbitration with the Netherlands.
Preamble.

The President of the United States of America and Her Majesty the Queen of the Netherlands

De President van de Vereenigde Staten van Amerika en Hare Majesteit de Koningin der Nederlanden;

Contracting Powers.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Besloten om, voor zoover het in hunne macht ligt, elke onderbreking in de vreedzame betrekkingen, die altyd tusschen de beide volkeren hebben bestaan, te voorkomen;

Purpose declared.

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Wenschende opnieuw tot uiting te brengen, dat zy als richtlyn van hunne staatkunde beschouwen alle geschillen, die vatbaar zyn voor rechterlyke beslissing, welke tusschen hen mochten ryzen, te onderwerpen aan onpartydige beslissing; en

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Verlangende door hun voorbeeld niet alleen te doen uitkomen, dat zy oorlog als een werktuig van nationale politiek in hunne wederkeerige betrekkingen veroordeelen, maar ook het tydstip te verhaasten, waarop internationale overeenkomsten tot vreedzame regeling van internationale geschillen een zoodanigen graad van volkomenheid zullen hebben bereikt, dat voor altyd de mogelykheid van oorlog tusschen welke mogendheden der wereld ook, zal zyn verdwenen:

Former treaty.
Vol. 36, p. 2148.

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention signed at Washington on May 2, 1908, which expires by limitation on March 25, 1930, and for that purpose they have appointed as their respective Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America: Joseph P. Cotton, Acting Secretary of State of the United States; and

Her Majesty the Queen of the Netherlands: Dr. J. H. van Roijen, Her Envoy Extraordinary and Minister Plenipotentiary to the United States of America;

who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

International differences not adjusted by diplomacy, referred by special agreement to the Permanent Court of Arbitration, etc.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the Permanent International Commission constituted pursuant to the treaty signed at Washington, December 18, 1913, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state

Vol. 36, p. 2221.

Hebben besloten een nieuw arbitrageverdrag te sluiten, waardoor het te Washington op 2 Mei 1908 geteekende arbitrageverdrag, dat door tydsverloop op 25 Maart 1930 afloopt, in strekking en daarin vervatte verplichtingen wordt verruimd, en hebben voor dat doel onderscheidenlyk als hunne gevolmachtigden aangewezen:

De President van de Vereenigde Staten van Amerika: Joseph P. Cotton, Waarnemend Secretaris van Staat van de Vereenigde Staten; en

Hare Majesteit de Koningin der Nederlanden: Dr. J. H. van Roijen, Hoogst Derzelve Buitengewoon Gezant en Gevolmachtigd Minister in de Vereenigde Staten van Amerika;

die na elkander hunne volmachten te hebben medegedeeld en in goede en behoorlyke orde bevonden, omtrent de volgende artikelen zyn overeengekomen:

ARTIKEL I

Alle geschillen, betreffende internationale aangelegenheden, welke tusschen de Hooge Verdragsluitende Partijen mochten ryzen als gevolg van eenen door de eene Party aan de andere op grond van een verdrag of uit anderen hoofde gestelden rechts-eisch en welke door hunnen aard, als vatbaar voor eene beslissing door toepassing van de beginselen van recht en billykheid, bereikbaar zyn, zullen, wanneer zy niet langs diplomatieken weg zyn kunnen worden geregeld, noch door onderwerping aan de Permanente Internationale Commissie, ingesteldingevolgehethet op 18 December 1913 te Washington geteekende verdrag, vereffend zyn, worden onderworpen aan het door het Verdrag van 18 October 1907 te 's-Gravenhage ingestelde Permanente Hof van Arbitrage of aan zoodanig ander bevoegd rechts-college als in elk geval door byzondere overeenkomst zal wor-

the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of the Netherlands in accordance with its constitutional laws.

ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of the Netherlands in accordance with the Covenant of the League of Nations.

ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Her Majesty the Queen of the Netherlands.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall

den bapaald, welke byzondere overeenkomst in de samenstelling, zoo noodig, van zoodanig college zal voorzien, de bevoegdheden daarvan zal omschryven, het punt of de punten in geschil zal vaststellen en den inhoud der opdracht zal regelen.

De voor elk geval tot stand te brengen byzondere overeenkomst zal van de zyde der Vereenigde Staten van Amerika door den President der Vereenigde Staten van Amerika op advies en met goedkeuring van den Senaat der Vereenigde Staten en aan de zyde van Nederland in overeenstemming met de voorschriften der Grondwet gesloten worden.

ARTIKEL II

De bepalingen van dit verdrag zullen niet worden ingeroepen met betrekking tot eenig geschil, waarvan het onderwerp:

a) behoort tot de eigen bevoegdheid van een der Hooge Verdragssluitende Partijen;

b) de belangen van derde Partijen raakt;

c) beheerscht wordt door de handhaving der aloude, gewoonlyk als de Monroe-leer gekenmerkte houding der Vereenigde Staten met betrekking tot Amerikaansche aangelegenheden, of aan die handhaving raakt;

d) beheerscht wordt door de inachtneming van de verplichtingen van Nederland in overeenstemming met het handvest van den Volkenbond of aan die inachtneming raakt.

ARTIKEL III

Dit verdrag zal worden bekrachtigd door den President der Vereenigde Staten van Amerika, op advies en met goedkeuring van den Senaat der Vereenigde Staten, en door Hare Majesteit de Koningin der Nederlanden.

De akten van bekrachtiging zullen zoo spoedig mogelyk te Washington worden uitgewisseld

Special agreement.

Subjects not included.

Ratification.

Exchange of ratifications.

Abrogation of former treaty. Vol. 36, p. 2148, repealed.

Duration.

take effect on the date of the exchange of the ratifications, from which date the arbitration convention signed May 2, 1908, shall cease to have any force or effect. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

en het verdrag zal in werking treden op den dag van de uitwisseling der akten van bekrachtiging, van welken datum af het op 2 Mei 1908 geteekende arbitrageverdrag zal ophouden kracht en uitwerking te hebben. Dit verdrag zal daarna voortdurend in werking blijven, tenzy en totdat het wordt beëindigd door schriftelyke opzegging door een der partyen aan de andere met een opzeggingstermyn van een jaar.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Dutch languages, both texts having equal force, and hereunto affixed their seals.

Ter oorkonde daarvan hebben de wederzydsche gevolmachtigden dit verdrag in dubbel in de Engelsche en Nederlandsche talen, welke beide teksten gelyke kracht zullen hebben, geteekend en van hunne zegels voorzien.

Done at Washington the thirteenth day of January, nineteen hundred and thirty.

Gedaan te Washington den dertienden Januari negentien honderd en dertig.

J. P. COTTON [SEAL]

J. H. VAN ROIJEN. [SEAL]

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the seventeenth day of July, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this nineteenth day of July in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

HENRY L STIMSON

Secretary of State.

Convention between the United States of America and Poland for prevention of smuggling of intoxicating liquors. Signed at Washington, June 19, 1930; ratification advised by the Senate, June 28, 1930; ratified by the President, July 11, 1930; ratified by Poland, August 1, 1930; ratifications exchanged at Warsaw, August 2, 1930; proclaimed, August 8, 1930.

June 19, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a convention between the United States of America and the Republic of Poland to aid in the prevention of smuggling of alcoholic beverages into the United States was concluded and signed by their respective Plenipotentiaries at Washington on the nineteenth day of June, one thousand nine hundred and thirty, the original of which convention, being in the English and Polish languages, is word for word as follows:

Convention with Poland to prevent smuggling of intoxicating liquors into the United States.
Preamble.

The President of the United States of America and the President of the Republic of Poland being desirous of avoiding any difficulties which might arise between the United States and Poland in connection with the laws in force in the United States on the subject of alcoholic beverages have decided to conclude a Convention for that purpose, and have appointed as their Plenipotentiaries:

Prezydent Stanów Zjednoczonych i Prezydent Rzeczypospolitej Polskiej, pragnąc uniknąć wszelkich trudności, które mogłyby powstać między Stanami Zjednoczonymi i Polską w związku z obowiązującymi w Stanach Zjednoczonych prawami w przedmiocie napojów alkoholowych, postanowili zawrzeć w powyższym celu Konwencję i ustanowili jako swych pełnomocników:

Contracting Powers.

The President of the United States of America: Mr. Henry L. Stimson, Secretary of State of the United States; and the President of the Republic of Poland: Mr. Tytus Filipowicz, Ambassador Extraordinary and Plenipotentiary of Poland to the United States:

Prezydent Stanów Zjednoczonych: p. Henry L. Stimson, Sekretarza Stanu Stanów Zjednoczonych; i Prezydent Rzeczypospolitej Polskiej: p. Tytusa Filipowicza, Ambasadora Nadzwyczajnego i Pełnomocnego Rzeczypospolitej Polskiej w Stanach Zjednoczonych:

Plenipotentiaries.

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

którzy po wzajemnem okazaniu swych pełnomocnictw, uznanych za dobre i należyte co do formy, zgodzili się jak następuje:

ARTICLE I

The High Contracting Parties respectively retain their rights and claims, without prejudice by reason of this Convention, with respect to the extent of their territorial jurisdiction.

ARTYKUŁ I

Każda z Wysokich Układających się Stron zachowuje swe prawa i pretensje odnośnie do swej terytorjalnej jurysdykcji bez ich naruszenia z tytułu niniejszej umowy.

Territorial jurisdiction retained.

ARTICLE II

ARTYKUŁ II

Boarding of Polish private vessels, outside limits, for inquiry, etc., not objected to.

(1) It is agreed that the Government of Poland will raise no objection to the boarding of private vessels under the Polish flag outside the limits of territorial waters by the authorities of the United States, its territories or possessions in order that enquiries may be addressed to those on board and an examination be made of the ship's papers for the purpose of ascertaining whether the vessel or those on board are endeavoring to import or have imported alcoholic beverages into the United States, its territories or possessions in violation of the laws there in force. When such enquiries and examination show a reasonable ground for suspicion, a search of the vessel may be initiated.

Search, if ground for suspicion.

Seizure of vessel believed to be violating American prohibition laws.

(2) If there is reasonable cause for belief that the vessel has committed or is committing or attempting to commit an offense against the laws of the United States, its territories or possessions prohibiting the importation of alcoholic beverages, the vessel may be seized and taken into a port of the United States, its territories or possessions for adjudication in accordance with such laws.

Distance from coast limited for boarding, etc., vessels.

(3) The rights conferred by this article shall not be exercised at a greater distance from the coast of the United States, its territories or possessions than can be traversed in one hour by the vessel suspected of endeavoring to commit the offense. In cases, however, in which the liquor is intended to be conveyed to the United States, its territories or possessions by a vessel other than the one boarded and searched, it shall be the speed of such other vessel and not the speed of the vessel boarded, which shall determine the distance from the coast at which the right under this article can be exercised.

Extension, if liquor conveyed by other vessel.

(1) Ustala się, że Rząd Polski nie będzie wysuwał żadnego sprzeciwu odnośnie abordowania statków prywatnych pod flagą polską, poza granicami wód terytorjalnych, przez władze Stanów Zjednoczonych, ich terytorjów lub posiadłości, celem przesłuchania osób znajdujących się na statku i zbadania dokumentów statkowych dla stwierdzenia czy statek lub osoby na nim się znajdujące zamierzają wwieźć lub już wwiezły napoje alkoholowe do Stanów Zjednoczonych, ich terytorjów lub posiadłości, z pogwałceniem obowiązujących tam praw. W razach, kiedy takie przesłuchania i badania dają słuszne powody do podejrzeń, może być przeprowadzone przeszukanie statku.

(2) W razie istnienia słusznego powodu do przypuszczania że statek dokonał, dokonuje lub usiłuje dokonać wykroczenia przeciw prawom Stanów Zjednoczonych, ich terytorjów lub posiadłości, zabraniającym wwozu napojów alkoholowych, statek ten może być zajęty i odstawiony do jednego z portów Stanów Zjednoczonych, ich terytorjów lub posiadłości, celem zawyrokowania zgodnie z temi prawami.

(3) Uprawnienia nadane przez ten artykuł nie mogą być wykonywane w odległości od wybrzeża Stanów Zjednoczonych, ich terytorjów lub posiadłości, przekraczającej przestrzeń, jaką statek, podejrzany o zamiar popełnienia przekroczenia, może przebyć w ciągu jednej godziny. W wypadkach jednakże gdzie trunki alkoholowe mają być dowieszone do Stanów Zjednoczonych, ich terytorjów lub posiadłości statkiem innym aniżeli ten który został abordowany i przeszukany, to szybkość takiego innego statku a nie szybkość statku abordowanego ma określać odległość od wybrzeża, w obrębie której uprawnienia wynikające z niniejszego artykułu mogą być wykonane.

ARTICLE III

No penalty or forfeiture under the laws of the United States shall be applicable or attach to alcoholic liquors or to vessels or persons by reason of the carriage of such liquors, when such liquors are listed as sea stores or cargo destined for a port foreign to the United States, its territories or possessions on board Polish vessels voyaging to or from ports of the United States, or its territories or possessions or passing through the territorial waters thereof, and such carriage shall be as now provided by law with respect to the transit of such liquors through the Panama Canal, provided that such liquors shall be kept under seal continuously while the vessel on which they are carried remains within said territorial waters and that no part of such liquors shall at any time or place be unladen within the United States, its territories or possessions.

ARTICLE IV

Any claim by a Polish vessel for compensation on the grounds that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this Convention or on the ground that it has not been given the benefit of Article III shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties.

Effect shall be given to the recommendations contained in any such joint report. If no joint report can be agreed upon, the claim shall be referred to the Permanent Court of Arbitration at The Hague described in the Convention for the Pacific Settlement of International Disputes, concluded at The Hague,

ARTYKUŁ III

Żadna kara lub też konfiskata na podstawie praw Stanów Zjednoczonych nie może być stosowana względem, lub nałożona na trunki alkoholowe, statki lub osoby, z tytułu przewozu takich trunków, w wypadkach kiedy trunki takie zaciągnięte są jako zapas morski lub też jako ładunek przeznaczony dla portu leżącego poza Stanami Zjednoczonymi, ich terytorjami lub posiadłościami, statku polskiego, udającego się do lub powracającego z portu Stanów Zjednoczonych, ich terytorjów lub posiadłości, lub też przepływającego przez ich wody terytorjalne; taki transport będzie podlegał obecnie obowiązującym przepisom prawnym, dotyczącym przewozu trunków alkoholowych przez Kanał Panamski, pod warunkiem, że trunki takie stale będą przechowane pod pieczęcią przez cały czas pozostawania danego statku w obrębie powyżej wymienionych wód terytorjalnych i że żadna część tych trunków nie zostanie w żadnym miejscu lub o żadnym czasie wyladowana w Stanach Zjednoczonych, ich terytorjach lub posiadłościach.

Liquors listed as sea stores, or cargo for a foreign port, exempt from penalty, etc.

To be kept under seal while in American waters.

ARTYKUŁ IV

Wszelkie pretensje statku polskiego o odszkodowanie z tytułu straty lub szkody poniesionej przez niewłaściwe lub niesłuszne wykonywanie uprawnień, wynikających z artykułu II niniejszej Konwencji, lub z tytułu niezastosowania dobrodziejstw przewidzianych w artykule III, zostaną przekazane do wspólnego rozpatrzenia dwom osobom, mianowanym po jednej przez każdą z Wysokich Układających się Stron.

Polecenia zawarte we wszystkich wspólnych raportach tych osób muszą być wykonane. O ile, w braku zgody, sporządzenie wspólnego raportu nie będzie możliwem, pretensja taka zostanie skierowana do Stałego Trybunału Arbitrażowego w Hadze, omówionego w Konwencji o Pokojowym Załatwianiu Międzynarod-

Action on claims for losses, etc.

Ante, p. 2774.

Reference to Permanent Court of Arbitration.

Vol. 36, p. 2221.

Vol. 36, pp. 2233,
2228.

Payment of awards.

Expenses.

October 18, 1907. The Arbitral Tribunal shall be constituted in accordance with Article 87 (Chapter IV) and with Article 59 (Chapter III) of the said Convention. The proceedings shall be regulated by so much of Chapter IV of the said Convention and of Chapter III thereof (special regard being had for Articles 70 and 74, but excepting Articles 53 and 54) as the Tribunal may consider to be applicable and to be consistent with the provisions of this Convention. All sums of money which may be awarded by the Tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified. Each Government shall bear its own expenses. The expenses of the Tribunal shall be defrayed by a ratable deduction from the amount of the sums awarded by it, at a rate of five per cent. on such sums, or at such lower rate as may be agreed upon between the two Governments; the deficiency, if any, shall be defrayed in equal moieties by the two Governments.

dowych Spraw Spornych, zawartej w Hadze 18 października 1907 roku. Trybunał Arbitracyjny zostanie ukonstytuowany zgodnie z artykułami 87 (rozdział IV) i 59 (rozdział III) wyżej wymienionej Konwencji. Postępowanie określone będzie przez tę część rozdziału IV rzezonej Konwencji i jej rozdziału III (ze szczególnem uwzględnieniem art. 70 i 74, ale z wykluczeniem art. 53 i 54), którą Trybunał uzna za nadającą się do zastosowania i zgodną z postanowieniami niniejszej Konwencji. Wszystkie sumy pieniężne, ewentualnie przyznane przez Trybunał z tytułu pretensji, muszą być wypłacone w ciągu osiemnastu miesięcy od daty ostatecznego rozstrzygnięcia bez odsetek i potrąceń, za wyjątkiem przewidzianych poniżej. Każdy z Rządów pokrywać będzie swe własne wydatki. Koszta Trybunału będą pokrywane przez potrącenie proporcjonalne od sum przezeń przyznaczonych w stosunku 5 procent od takich sum albo w stosunku niższym, uzgodnionym pomiędzy obydwojma Rządami. Niedobór, jeżeli takowy pozostanie, ma być pokryty w równych częściach przez obydwa Rządy.

ARTICLE V

ARTYKUŁ V

Exchange of ratifications and duration.

This Convention shall be subject to ratification and shall remain in force for a period of one year from the date of the exchange of ratifications.

Notice of proposed modifications.

Three months before the expiration of the said period of one year, either of the High Contracting Parties may give notice of its desire to propose modifications in the terms of the Convention.

Convention to lapse if modifications not agreed upon.

If such modifications have not been agreed upon before the expiration of the term of one year mentioned above, the Convention shall lapse.

Continuance, if no modifications proposed.

If no notice is given on either side of the desire to propose modifications, the Convention shall remain in force for another year, and so on automatically, but subject always in respect of

Konwencja niniejsza podlega ratyfikacji i pozostanie w mocy na przeciąg jednego roku od chwili wymiany dokumentów ratyfikacyjnych.

Trzy miesiące przed upływem wyżej określonego rocznego okresu każda ze Stron może zawiadomić o swym zamiarze wprowadzenia zmian w warunkach Konwencji.

O ile takie zmiany nie zostaną uzgodnione przed upływem wyżej wspomnianego terminu rocznego, to Konwencja niniejsza ustanie.

Jeżeli żadna ze stron nie zawiadomi o swym zamiarze wprowadzenia zmian, Konwencja pozostanie w mocy na dalszy okres roczny i tak dalej automatycznie, podlegając w odniesieniu

each such period of a year to the right on either side to propose as provided above three months before its expiration modifications in the Convention, and to the provision that if such modifications are not agreed upon before the close of the period of one year, the Convention shall lapse.

ARTICLE VI

In the event that either of the High Contracting Parties shall be prevented either by judicial decision or legislative action from giving full effect to the provisions of the present Convention the said Convention shall automatically lapse, and, on such lapse or whenever this Convention shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this Convention not been concluded.

The present Convention shall be duly ratified by the High Contracting Parties and the ratifications shall be exchanged at Warsaw as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate in the English and Polish languages, and have thereunto affixed their seals.

Done at the city of Washington this 19th day of June, one thousand nine hundred and thirty.

[SEAL] HENRY L STIMSON
[SEAL] TYTUS FILIPOWICZ

do każdego takiego rocznego okresu przewidzianemu powyżej uprawnieniu przedstawienia przez każdą ze Stron, trzy miesiące przed upływem wyżej wymienionego rocznego okresu, swych wniosków zmian Konwencji, oraz warunkowi, który określa, iż Konwencja ustaje o ile zmiany takie nie zostaną uzgodnione przed upływem rocznego okresu.

ARTYKUŁ VI

O ileby którakolwiek ze Stron doznała na zasadzie postanowień prawnych lub ustawodawczych przeszkód w ścisłym wykonaniu warunków zawartych w niniejszej Konwencji, to Konwencja niniejsza automatycznie się rozwiązuje, i z chwilą takiego rozwiązania, lub z chwilą kiedy Konwencja niniejsza utraci swą siłę prawną, każda z Wysokich Umawiających się Stron korzysta z wszystkich tych praw, któreby jej przysługiwały o ileby Konwencja niniejsza nie była zawarta.

Niniejsza Konwencja winna być odpowiednio ratyfikowana przez Wysokie Układające się Strony, a dokumenty ratyfikacyjne będą wymienione w Warszawie w jaknajbliższym czasie,

W dowód czego Pełnomocnicy obu stron podpisali niniejszą Konwencję w dwóch egzemplarzach w języku angielskim i polskim i przyłożyli na niej swe pieczęcie.

Sporządzono w Waszyngtonie Dnia 19go Czerwca, Roku Pańskiego tysiąc dziewięćset trzydziestego.

Convention to lapse if effect thereof prevented by judicial decision or legislative action.

Exchange of ratifications.

Signatures.

AND WHEREAS the said convention has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Warsaw on the second day of August, one thousand nine hundred and thirty;

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

Ratifications exchanged.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this eighth day of August in the year of our Lord one thousand nine hundred and thirty, [SEAL] and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

WILBUR J CARR

Acting Secretary of State.

Treaty and exchange of notes between the United States of America and Austria concerning extradition and commutation of death penalty. Signed at Vienna, January 31, 1930; ratification advised by the Senate, June 16, 1930; ratified by the President, June 28, 1930; ratified by Austria, August 9, 1930; ratifications exchanged at Vienna, August 12, 1930; proclaimed, August 14, 1930.

January 31, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF
AMERICA.

A PROCLAMATION.

WHEREAS a Treaty between the United States of America and Austria for the extradition of fugitives from justice was concluded and signed by their respective Plenipotentiaries at Vienna on the thirty-first day of January, one thousand nine hundred and thirty, the original of which Treaty, being in the English and German languages, is word for word as follows:

Extradition, etc., with
Austria.
Preamble.

The United States of America and Austria desiring to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice, between the two countries and have appointed for that purpose the following Plenipotentiaries:

Contracting Powers.

The President of the United States of America:

Mr. Albert Henry Washburn, Envoy Extraordinary and Minister Plenipotentiary to Austria, and

The Federal President of the Republic of Austria:

Mr. Johann Schober, Federal Chancellor,

who, after having communicated to each other their respective full powers, found to be in good and due form, have agreed upon and concluded the following articles:

Article I. It is agreed that the Government of the United States and the Federal Government of Austria shall, upon requisition duly made as herein provided, deliver up to justice any person, who may be charged with, or may

Die Vereinigten Staaten von Amerika und Österreich haben, von dem Wunsche geleitet, die Sache der Gerechtigkeit zu fördern, beschlossen, einen Vertrag über die Auslieferung von Personen zu schließen, die sich der Gerechtigkeit entzogen haben, und haben zu diesem Zwecke die folgenden Bevollmächtigten ernannt:

Der Präsident der Vereinigten Staaten von Amerika:

Herrn Albert Henry Washburn, außerordentlichen Gesandten und bevollmächtigten Minister in Österreich, und

Der Bundespräsident der Republik Österreich:

Herrn Johann Schober, Bundeskanzler,

die nach Austausch ihrer in guter und gehöriger Form befundenen Vollmachten die nachstehenden Artikel vereinbart und beschlossen haben:

Artikel I. Es wird vereinbart, daß die Regierung der Vereinigten Staaten und die Bundesregierung von Österreich auf ein nach den Bestimmungen dieses Vertrages gehörig gestelltes Ersuchen der Gerechtigkeit jede Person ausliefern sollen, die einer der im

Reciprocal delivery
of persons charged with
certain crimes.

Infra. have been convicted of any of the offenses specified in Article II of the present Treaty which are designated in the laws of the surrendering state as crimes other than misdemeanors and which were committed within the jurisdiction of one of the High Contracting Parties, whenever such person shall seek an asylum or shall be found within the territories of the other; provided that such surrender shall take place only upon such evidence of criminality, as according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the offense had been there committed.

Extraditable crimes. Article II. Persons shall be delivered up according to the provisions of the present Treaty, who shall have been charged with or convicted of any of the following offenses:

Murder. 1. Murder, comprehending the crimes designated by the term parricide, assassination, manslaughter when voluntary, poisoning or infanticide.

Rape, etc. 2. Rape, abortion, carnal knowledge of children under the age of fourteen years.

Abduction of females for immoral purposes. 3. Abduction or detention of women or girls for immoral purposes.

Bigamy. 4. Bigamy.

Arson. 5. Arson.

Damages, etc., to railroads. 6. Wilful and unlawful destruction or obstruction of railroads, which endangers human life.

Crimes at sea. 7. Crimes committed at sea:

Piracy. a) Piracy, as commonly known and defined by the law of nations, or by statute.

Destroying vessels. b) Wrongfully sinking or destroying a vessel at sea.

Artikel II des vorliegenden Vertrages angeführten strafbaren Handlungen beschuldigt wird oder überführt wurde, sofern die Tat in den Gesetzen des ersuchten Staates als Verbrechen im Gegensatz zu Vergehen und Übertretungen bezeichnet wird und innerhalb der Gerichtsbarkeit eines der Hohen Vertragsschließenden Teile begangen wurde, wenn diese Person im Gebiete des anderen Teiles Zuflucht sucht oder dort angetroffen wird. Eine derartige Auslieferung soll nur auf Grund solcher Schuldbeweise stattfinden, die nach den Gesetzen des Ortes, wo der Flüchtling oder der Beschuldigte angetroffen wird, seine Festnahme und Stellung vor Gericht rechtfertigen würden, wenn die Tat hier begangen worden wäre.

Artikel II. Nach den Bestimmungen des vorliegenden Vertrages sollen jene Personen ausgeliefert werden, die einer der nachstehenden strafbaren Handlungen beschuldigt werden oder überführt sind:

1. Mord, umfassend die durch die Ausdrücke Elternmord, Meuchelmord, vorsätzliche Tötung, Giftmord oder Kindesmord bezeichneten Verbrechen;

2. Notzucht, Abtreibung und geschlechtlicher Umgang mit Kindern unter 14 Jahren;

3. Entführung oder Gefangenhaltung von Frauen oder Mädchen zu unmoralischen Zwecken;

4. zweifache Ehe;

5. Brandstiftung;

6. absichtliche und gesetzwidrige, das menschliche Leben gefährdende Zerstörung von Eisenbahnen oder ebensolche Verhinderung ihres Verkehrs;

7. zur See verübte Verbrechen:

a) Seeräuberei im landläufigen Sinne des Wortes und nach der völkerrechtlichen oder gesetzlichen Begriffsbestimmung,

b) unrechtmäßiges Versenken oder Zerstören eines Schiffes zur See,

c) Mutiny or conspiracy of two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel.

d) Assault on board ship upon the high seas with intent to do bodily harm.

8. Burglary, defined to be the act of breaking into and entering the house of another in the night time with intent to commit a felony therein.

9. The act of breaking into and entering the office of the Government and public authorities or the offices of banks, banking houses, savings-banks, trust-companies, insurance and other companies, or other buildings not dwellings with intent to commit a felony therein.

10. Robbery, defined to be the act of feloniously and forcibly taking from the person of another goods or money by violence or by putting him in fear.

11. Forgery or the utterance of forged papers.

12. The forgery or falsification of the official acts of the Governments, or public authority, including Courts of Justice, or the uttering or fraudulent use of any of the same.

13. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by National, State, Provincial, Territorial, Local or Municipal Governments, bank notes or other instruments of public credit, counterfeit seals,

c) Meuterei oder Verschwörung zweier oder mehrerer Mitglieder der Besatzung oder anderer Personen an Bord eines auf hoher See befindlichen Fahrzeuges, um sich gegen die Befehlsgewalt des Kapitäns oder Kommandanten eines solchen Fahrzeuges zu empören oder um sich durch List oder Gewalt in den Besitz eines solchen Fahrzeuges zu setzen,

d) Überfall an Bord eines Schiffes auf hoher See in der Absicht, körperlichen Schaden zuzufügen;

8. Einbruch, das ist das nächtliche Einbrechen und Eindringen in das Haus eines andern in der Absicht, darin ein Verbrechen zu begehen;

9. das Einbrechen und Eindringen in die Amtsräume der Regierung und der öffentlichen Behörden oder in die Amtsräume von Banken, Bankhäusern, Sparkassen, Treuhandgesellschaften, Versicherungs- und anderen Gesellschaften oder in sonstige Gebäude, die nicht Wohnhäuser sind, in der Absicht, darin ein Verbrechen zu begehen;

10. Raub, das ist die verbrecherische und gewaltsame Entziehung von Gütern oder Geld aus dem Besitz eines andern unter Anwendung von Gewalt oder Einschüchterung;

11. Fälschung von Urkunden oder Verbreitung gefälschter Urkunden;

12. Fälschung oder Verfälschung amtlicher Schriften der Regierungen oder öffentlichen Behörden einschließlich der Gerichte oder deren Verbreitung oder betrügerische Benutzung;

13. die Erzeugung von Falschgeld, sei es gemünztes oder Papiergeld, von gefälschten Stücken oder Coupons der öffentlichen Schuld, die von Bundes-, Staats-, Provinzial-, Territorial-, Lokal- oder städtischen Verwaltungen aufgenommen wurde, von Banknoten oder anderen öffentlichen Kreditpa-

Mutiny.

Assault on ship-board.

Burglary.

Breaking, etc., into Government offices, etc., with intent to commit felony.

Robbery.

Forgery, etc.

Forgery of public documents.

Counterfeiting.

stamps, dies and marks of State or public administrations, and the utterance, circulation or fraudulent use of the above mentioned objects.

Embezzlement, etc.,
by public officers.

14. Embezzlement or criminal malversation committed within the jurisdiction of one or the other party by public officers or depositaries, where the amount embezzled exceeds one hundred dollars or the Austrian equivalent.

pieren, gefälschten Siegeln, Stempeln, Prägestempeln und Marken staatlicher oder öffentlicher Verwaltungsstellen und die Ausgabe, Verbreitung oder betrügerische Benutzung der oben erwähnten Gegenstände;

14. Veruntreuung oder verbrecherische Unterschlagung, die innerhalb der Gerichtsbarkeit des einen oder anderen Teiles von öffentlichen Beamten oder Vermahrern verübt werden, wenn der veruntreute Betrag 100 Dollar oder den österreichischen Gegenwert übersteigt;

Embezzlement by
employees.

15. Embezzlement by any person or persons, hired, salaried or employed, to the detriment of their employers or principals, when the crime is punishable by imprisonment or other corporal punishment by the laws of both countries, and where the amount embezzled exceeds one hundred dollars or the Austrian equivalent.

15. Veruntreuung seitens einer oder mehrerer Personen, die gegen Lohn gebunden, mit Gehalt angestellt sind oder sonst in Diensten stehen, zum Schaden ihrer Arbeit- oder Dienstgeber, wenn die Tat nach den Gesetzen beider Staaten mit Gefängnis oder einer anderen Körperstrafe bedroht ist und der veruntreute Betrag 100 Dollar oder den österreichischen Gegenwert übersteigt;

Kidnapping.

16. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them, their families or any other person or persons, or for any other unlawful end.

16. Raub von Minderjährigen oder Erwachsenen, das ist die Entführung oder Gefangenhaltung einer oder mehrerer Personen, um von ihnen, ihren Familien oder einer oder mehreren anderen Personen Geld zu erpressen, oder zu einem anderen ungesetzlichen Zweck;

Larceny.

17. Larceny, defined to be the theft of effects, personal property, or money, of the value of one hundred dollars or more or the Austrian equivalent.

17. Diebstahl, das ist die Entwendung von Habeeligkeiten, persönlichem Eigentum oder Geld im Werte von 100 oder mehr Dollar oder im österreichischen Gegenwerte;

Obtaining money,
etc., by false pretences.

18. Obtaining money, valuable securities or other property by false pretences or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds one hundred dollars or the Austrian equivalent.

18. Erwerb von Geld, Wertpapieren oder anderem Vermögen auf Grund falscher Vorspiegelungen oder Annahme von Geld, Wertpapieren oder anderem Vermögen in Kenntnis des Umstandes, daß das Angenommene unrechtmäßig erworben worden ist, wenn der auf diese Weise erworbene oder angenommene Gelbbetrag oder Vermögenswert 100 Dollar oder den österreichischen Gegenwert übersteigt;

Perjury.

19. Perjury or subornation of perjury.

19. Meineid oder Verleitung zum Meineid;

Breach of trust, etc.

20. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any company or corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misap-

20. Unterschlagung oder Vertrauensmißbrauch seitens eines Vermahrers, Bankiers, Agenten, Kommissionärs, Treuhänders, Testamentsvollstreckers, Verwalters, Vormundes, Direktors oder Beamten einer Gesellschaft oder Körperschaft oder seitens irgendeiner Person in Vertrauensstellung, wenn

propriated exceeds one hundred dollars or the Austrian equivalent.

21. Crimes against the laws of both countries for the suppression of slavery and slave trading.

22. Wilful desertion or wilful non-support of minor or dependent children.

The extradition is also to take place for participation in any of the aforesaid crimes as an accessory before or after the fact or for any attempt to commit any of the aforesaid crimes; provided such participation or attempt be punishable by imprisonment by the laws of both Contracting Parties.

Article III. The provisions of the present Treaty shall not import a claim of extradition for any offense of a political character, nor for acts connected with such offenses; and no person surrendered by or to either of the High Contracting Parties in virtue of this Treaty shall be tried or punished for a political offense committed before his extradition.

The State applied to or Courts of that State shall decide whether the offense is of a political character or not.

When the offense charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted, the fact that the offense was committed or attempted against the life of the Sovereign or Head of any State or against the life of any member of his family, shall not be deemed sufficient to sustain that such offense was of a political character; or was an act connected with offenses of a political character.

Article IV. No person, except with the approval of the surrendering State, shall be tried for any crime committed before his extra-

der Betrag oder Wert des widerrechtlich zugeeigneten Geldes oder Vermögens 100 Dollar oder den österreichischen Gegenwert übersteigt;

21. strafbare Handlungen gegen die Gesetze der beiden Staaten zur Unterdrückung der Sklaverei und des Sklavenhandels;

22. böswilliges Verlassen oder böswilliges Nichterhalten minderjähriger oder nicht selbsterhaltungsfähiger Kinder.

Die Auslieferung hat auch stattzufinden wegen Beteiligung an einer der vorgenannten strafbaren Handlungen vor oder nach ihrer Verübung oder wegen eines Versuches, eine der vorgenannten strafbaren Handlungen zu begehen, vorausgesetzt, daß eine solche Teilnahme oder ein solcher Versuch nach den Gesetzen der beiden Vertragsschließenden Teile mit Gefängnis bedroht ist.

Artikel III. Die Bestimmungen des vorliegenden Vertrages sollen keinen Anspruch auf Auslieferung wegen einer strafbaren Handlung politischer Natur oder wegen Handlungen, die mit solchen Straftaten zusammenhängen, geben und keine Person, die kraft dieses Vertrages von einem oder an einen der Hohen Vertragsschließenden Teile ausgeliefert wurde, soll wegen einer vor ihrer Auslieferung begangenen politischen Straftat vor Gericht gestellt oder bestraft werden.

Der ersuchte Staat oder dessen Gerichte sollen entscheiden, ob die Tat politischer Natur ist oder nicht.

Wenn die angeklagte Straftat einen vollbrachten oder versuchten Mord, Meuchelmord oder Giftmord in sich begreift, soll der Umstand, daß die Tat gegen das Leben des Herrschers oder Oberhauptes irgendeines Staates oder gegen das Leben eines Mitgliedes seiner Familie vollbracht oder versucht wurde, nicht als hinreichend angesehen werden, um zu behaupten, daß die strafbare Handlung politischer Natur oder eine Handlung war, die mit Straftaten politischer Natur im Zusammenhange steht.

Artikel IV. Keine Person soll wegen einer vor der Auslieferung begangenen strafbaren Handlung, derenwegen die Auslieferung nicht erfolgt ist, vor

Slave trading.

Desertion, etc., of dependent children.

Accessories.

Not applicable to political, etc., offenses.

Judicial determination.

Attempts against Head of State, etc., not a political crime.

Trial limited to offense for which surrendered.

dition other than that for which he was surrendered, unless he has been at liberty for one month after having been tried for that offense, to leave the country, or, in case of conviction, for one month after having suffered his punishment or having been pardoned.

Limitation of time.

Article V. A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, either according to the laws of the country within the jurisdiction of which the crime was committed or according to the laws of the surrendering State, the criminal is exempt from prosecution or punishment for the offense for which the surrender is asked.

Person under prosecution in country where found.

Article VI. If the person whose extradition has been requested, pursuant to the stipulations of this Convention, be actually under prosecution for a crime in the country where he has sought asylum, or shall have been convicted thereof, his extradition may be deferred until such proceedings be terminated, or until such criminal shall be set at liberty in due course of law.

Persons claimed by other Powers.

Article VII. If a fugitive criminal claimed by one of the parties hereto, shall be also claimed by one or more powers pursuant to treaty provisions, on account of offenses committed within their jurisdiction, such criminal shall be delivered to that State whose demand is first received, unless its demand is waived. This Article shall not affect such treaties as have already previously been concluded by one of the Contracting Parties with other states.

Effect on other treaties.

Neither country bound to deliver up its own citizens.

Article VIII. Under the stipulations of this Treaty, neither of the High Contracting Parties shall be bound to deliver up its own citizens.

Gericht gestellt werden, es sei denn, daß der ersuchte Staat zustimmt oder daß sie durch einen Monat, nachdem sie wegen der der Auslieferung zugrunde liegenden Straftat vor Gericht gestellt gewesen war oder für den Fall einer Verurteilung durch einen Monat nach erfolgter Verbüßung der Strafe oder Begnadigung die Freiheit gehabt hat, das Land zu verlassen.

Artikel V. Die Auslieferung eines flüchtigen Verbrechers nach den vorliegenden Bestimmungen soll nicht stattfinden, wenn wegen Ablaufes der Zeit oder aus einem anderen gesetzlichen Grunde entsprechend den Gesetzen des Staates, innerhalb dessen Gerichtsbarkeit die strafbare Handlung begangen wurde oder gemäß den Gesetzen des ersuchten Staates eine Verfolgung oder Bestrafung des Verbrechers wegen der strafbaren Handlung, derentwegen die Auslieferung verlangt wird, ausgeschlossen ist.

Artikel VI. Wenn eine Person, deren Auslieferung auf Grund der Bestimmungen dieses Vertrages verlangt wird, zurzeit wegen einer strafbaren Handlung in dem Zufluchtsstaate verfolgt wird oder verurteilt worden ist, kann ihre Auslieferung verschoben werden, bis das Verfahren beendet oder die Strafe ordnungsmäßig verbüßt ist.

Artikel VII. Wenn die Auslieferung eines flüchtigen Verbrechers, die von einem der beiden Vertragsteile begehrt wird, auch von einer oder mehreren anderen Mächten auf Grund von vertraglichen Bestimmungen wegen innerhalb ihrer Gerichtsbarkeit begangener Straftaten verlangt wird, ist der Verbrecher jenem Staate auszuliefern, dessen Begehren zuerst einlangte, es sei denn, daß dieses zurückgezogen wird. Dieser Artikel soll Verträge nicht berühren, die schon zu einem früheren Zeitpunkte von einem der Vertragsschließenden Teile mit anderen Staaten abgeschlossen worden sind.

Artikel VIII. Nach den Bestimmungen dieses Vertrages soll keiner der Hohen Vertragsschließenden Teile verpflichtet sein, seine eigenen Staatsbürger auszuliefern.

Article IX. The expense of transportation of the accused shall be paid by the Government which has preferred the demand for extradition. No claim other than for the board and lodging of an accused prior to his surrender arising out of the arrest, detention, examination and surrender of fugitives under this Treaty shall be made against the Government demanding the extradition; provided, however, that any officer or officers of the surrendering Government, who shall in the course of their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the Government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

These claims for board and lodging and for fees are to be submitted through the intermediary of the respective Government.

Article X. Everything found in the possession of the fugitive criminal at the time of his arrest, whether being the proceeds of the crime, or which may be material as evidence in making proof of the crime, shall so far as practicable, according to the laws of either of the High Contracting Parties, be delivered up with his person at the time of surrender. Nevertheless, the rights of a third party with regard to the articles referred to, shall be duly respected.

Article XI. The stipulations of the present Treaty shall be applicable to all territory wherever situated, belonging to either of the High Contracting Parties or in the occupancy and under the control of either of them, during such occupancy or control.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic

Artikel IX. Die Kosten des Transportes des Beschuldigten sollen von der ersuchenden Regierung getragen werden. Aus der Verhaftung, Festhaltung, Vernehmung und Übergabe von Flüchtlingen entspringende Ersatzansprüche sollen gegen die ersuchende Regierung nicht erhoben werden mit Ausnahme jener für die Verpflegung und Unterbringung des Beschuldigten vor der Übergabe. Wenn jedoch Beamte der ausliefernden Regierung in Ausübung ihres Amtes keine andere Entlohnung oder Entschädigung erhalten, als bestimmte Taren für die geleisteten Dienste, sollen sie berechtigt sein, von der ersuchenden Regierung die üblichen Taren für die geleisteten Arbeiten oder Dienste in der gleichen Weise und im selben Betrage zu erhalten, als ob diese Arbeiten oder Dienste im ordentlichen Strafverfahren nach den Gesetzen des Landes, wo sie beamtet sind, geleistet worden wären.

Die Ansprüche für Verpflegung und Unterbringung sowie auf Taren sind durch Vermittlung der betreffenden Regierung geltend zu machen.

Artikel X. Alles was zur Zeit der Verhaftung eines flüchtigen Verbrechers in seinem Besitze gefunden wird, es mag aus der strafbaren Handlung herkommen oder als Beweismittel von Bedeutung sein, soll, soweit dies nach den Gesetzen der beiden Hohen Vertragsschließenden Teile durchführbar ist, zugleich mit seiner Person bei der Auslieferung mitübergeben werden. Die Rechte dritter Personen in Ansehung der angeführten Gegenstände sollen jedoch berücksichtigt werden.

Artikel XI. Die Bestimmungen des vorliegenden Vertrages sollen auf alle wo immer gelegenen Gebiete anwendbar sein, die einem der Hohen Vertragsschließenden Teile angehören oder unter der Besetzung oder Kontrolle eines von ihnen stehen, so lange die Besetzung oder Kontrolle dauert.

Ersuchen um Auslieferung von Personen, die sich vor der Gerechtigkeit geflüchtet haben, sollen durch die diplo-

Expense of arrest, etc.

Restriction.

Compensation.

Articles seized with fugitive.

Territory affected.

Requisitions.

agents of the High Contracting Parties. In the event of the absence of such agents from the country or its seat of Government, or where extradition is sought from territory included in the preceding paragraph, other than the United States or Austria, requisitions may be made by superior consular officers. Requisitions for surrender with accompanying documentary proofs shall be required to be translated by the Government which has preferred the demand for extradition into the language of the surrendering Government.

Applications for arrest and detention.

The arrest and detention of a fugitive may be applied for on information, even by telegraph, of the existence of a judgment of conviction or of a warrant of arrest.

In Austria, the application for arrest and detention shall be addressed to the Federal Chancellor, who will transmit it to the proper department.

In the United States, the application for arrest and detention shall be addressed to the Secretary of State, who shall deliver a mandate certifying that the application is regularly made and requesting the competent authorities to take action thereon in conformity to statute.

Urgent cases.

In case of urgency, the application for arrest and detention may be addressed directly to the competent magistrate in conformity to the statutes in force.

Provisional arrests.

The person provisionally arrested shall be released, unless within three months from the date of commitment in the United States—or from the date of arrest in Austria, the formal requisition for surrender, with the documentary proofs hereinafter described, be made as aforesaid by the diplomatic agent of the demanding Government, or in his absence, by a consular officer thereof.

Papers required.

If the fugitive criminal shall have been convicted of the crime for which his extradition is asked, a copy of the sentence of the court before which such conviction took

matischen Vertreter der Hohen Vertragschließenden Teile gestellt werden. Falls diese Vertreter von dem Staate oder dem Sitze seiner Regierung abwesend sind oder die Auslieferung aus einem im vorbergehenden Absatz erwähnten, außerhalb der Vereinigten Staaten oder Osterreichs gelegenen Gebiet begehrt wird, können die Ersuchen durch höhere Konsularbeamte gestellt werden. Die Auslieferungsbegehren samt den angeschlossenen Beweismitteln soll die ersuchende Regierung mit einer Übersetzung in die Sprache der ersuchten Regierung versehen.

Um die Verhaftung und Festhaltung eines Flüchtlings kann auf Grund einer allenfalls telegraphischen Verständigung von dem Bestande eines Urteiles oder eines Haftbefehles angeführt werden.

In Osterreich soll das Ersuchen um Verhaftung und Festhaltung an den Bundeskanzler gerichtet werden, der es an die zuständige Stelle weiterleiten wird.

In den Vereinigten Staaten soll das Ersuchen um Verhaftung und Festhaltung an den Staatssekretär gerichtet werden, der ein Mandat ausstellen wird, das bestätigt, daß das Ersuchen regelrecht gestellt wurde und die zuständigen Behörden anweist, das Erforderliche im Einklang mit den Gesetzen zu veranlassen.

Im Falle der Dringlichkeit kann das Ersuchen um Verhaftung und Festhaltung unmittelbar an die zuständige Behörde im Einklang mit den in Kraft stehenden Gesetzen gerichtet werden.

Der vorläufig Verhaftete soll freigelassen werden, wenn nicht binnen drei Monaten vom Tage der Verhängung der Auslieferungshaft in den Vereinigten Staaten oder vom Tage der Festnahme in Osterreich das förmliche Begehren um Auslieferung mit den unten beschriebenen urkundlichen Nachweisungen vom diplomatischen Vertreter der ersuchenden Regierung oder in seiner Abwesenheit von einem ihrer Konsularbeamten in der vorerwähnten Weise gestellt wird.

Wenn der flüchtige Verbrecher wegen der strafbaren Handlung, derentwegen seine Auslieferung verlangt wird, verurteilt worden ist, muß eine gehörig beglaubigte Abschrift des Urteiles des

place, duly authenticated, shall be produced. If, however, the fugitive is merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime was committed, and of the depositions upon which such warrant may have been issued, shall be produced, with such other evidence or proof as may be deemed competent in the case.

Gerichtes, das die Verurteilung ausgesprochen hat, beigebracht werden. Wenn aber der Flüchtling einer Straftat nur beschuldigt wird, sind eine gehörig beglaubigte Abschrift des in dem Staate, wo die Tat begangen wurde, erlassenen Haftbefehles sowie der Aussagen, auf Grund welcher der Haftbefehl ausgestellt worden ist, und sonstige, in dem vorliegenden Falle geeignet erscheinende Beweise beizubringen.

Article XII. In every case of a request made by either of the High Contracting Parties, for the arrest, detention or extradition of fugitive criminals, the appropriate legal officers of the country where the proceedings of extradition are had, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every appropriate legal means within their power.

Artikel XII. In jedem Fall eines von einem der Hohen Vertragsschließenden Teile gestellten Ansuchens um Verhaftung, Festhaltung oder Auslieferung eines flüchtigen Verbrechers sollen die zuständigen Beamten des Staates, wo das Auslieferungsverfahren stattfindet, die Beamten der ersuchenden Regierung bei den Richtern und Behörden mit allen in ihrer Macht stehenden gesetzlichen Mitteln unterstützen.

Legal assistance.

Article XIII. The present Convention shall be ratified by the High Contracting Parties, in accordance with their respective constitutional methods and shall take effect on the thirtieth day after the date of the exchange of ratifications, which shall take place at Vienna as soon as possible, but it shall not operate retroactively.

Artikel XIII. Der vorliegende Vertrag soll von den Hohen Vertragsschließenden Teilen, entsprechend ihrem verfassungsmäßigen Verfahren, ratifiziert werden und am 30. Tage nach dem Austausch der Ratifikationsurkunden, der in Wien sobald als möglich stattfinden soll, in Kraft treten, aber keine rückwirkende Kraft haben.

Ratification.

On the day when the present Convention takes effect, the Convention of July 3, 1856 shall cease to be in force except as to crimes therein enumerated and committed prior to the date first mentioned.

An dem Tage, an welchem der vorliegende Vertrag in Kraft tritt, soll der Vertrag vom 3. Juli 1856 seine Geltung verlieren, ausgenommen hinsichtlich der darin aufgezählten und vor dem erstgenannten Tage verübten strafbaren Handlungen.

Treaty of 1856 abrogated. Vol. 11, p. 691.

Exception.

The present Convention shall remain in force for a period of six months after either of the two Governments shall have given notice of a purpose to terminate it.

Der vorliegende Vertrag soll durch sechs Monate nach seiner Kündigung durch eine der beiden Regierungen in Kraft bleiben.

Duration.

In witness whereof the above named Plenipotentiaries have signed the present Treaty and have hereunto affixed their seals.

Zu Urkund dessen haben die oben genannten Bevollmächtigten den vorliegenden Vertrag unterzeichnet und ihre Siegel beigelegt.

Signatures.

Done in duplicate at Vienna this 31st day of January nineteen hundred and thirty.

Geschehen in zweifacher Ausfertigung zu Wien, am 31. Jänner Eintausendneinhundertdreißig.

ALBERT HENRY WASHBURN.

[SEAL]

[SEAL] SCHOBER

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Vienna on the twelfth day of August, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this fourteenth day of August in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

WILBUR J. CARR

Acting Secretary of State.

[Exchange of notes concerning the death penalty.]

NOTES CONCERNING THE DEATH PENALTY, EXCHANGED AT THE TIME OF SIGNATURE OF THE EXTRADITION TREATY BETWEEN THE UNITED STATES OF AMERICA AND AUSTRIA

From the American Minister.

The American Minister to the Austrian Federal Chancellor

AMERICAN LEGATION,
VIENNA, *January 31st, 1930.*

EXCELLENCY:

At the moment of signing the Treaty of Extradition between the United States of America and the Republic of Austria, I have the honor to state that I have been duly authorized to inform Your Excellency that in the event of the conviction in the United States of a person extradited from Austria where such conviction is followed by a sentence of death, the Government of the United States will undertake to recommend to the appropriate authorities the exercise of mercy by way of the commutation of the sentence to life imprisonment.

Accept, Excellency, the renewed assurances of my highest consideration.

ALBERT H. WASHBURN

HIS EXCELLENCY

DR. JOHANN SCHÖBER,

Austrian Federal Chancellor.

The Austrian Federal Chancellor to the American Minister

From the Austrian
Federal Chancellor.

DER BUNDESKANZLER

WIEN, am 31. Jänner 1930.

HERR GESANDTER!

Ich beehre mich namens der Bundesregierung den Empfang der Note, die Euere Exzellenz mir anlässlich der Unterzeichnung des Staatsvertrages zwischen der Republik Oesterreich und den Vereinigten Staaten von Amerika über die Auslieferung von Verbrechern übergeben haben, ergebenst zu bestätigen und die darin enthaltene Erklärung zur Kenntnis zu nehmen, wonach Euere Exzellenz ermächtigt worden sind, mir mitzuteilen, dass die Regierung der Vereinigten Staaten, falls ein von Oesterreich Ausgelieferter in diesen Staaten schuldig gesprochen und zum Tode verurteilt wird, den zuständigen Behörden die gnadenweise Umwandlung der Todesstrafe in eine lebenslängliche Gefängnisstrafe empfehlen wird.

Empfangen Sie, Exzellenz, die neuerliche Versicherung meiner ausgezeichneten Hochachtung.

SCHOBER

AN SEINE EXZELLENZ

HERRN DR. ALBERT HENRY WASHBURN,
*ausserordentlicher Gesandter und bevollmächtigter
Minister der Vereinigten Staaten von Amerika
in Wien.*

[Translation]

Translation of Aus-
trian note.

THE FEDERAL CHANCELLOR

VIENNA, January 31, 1930.

MR. MINISTER:

I have the honor, in the name of the Federal Government, to acknowledge the receipt of the note which Your Excellency sent me on the occasion of the signing of the treaty between the Republic of Austria and the United States of America for the extradition of criminals, and to take note of the declaration therein contained according to which Your Excellency has been empowered to inform me that the Government of the United States, in the event of a person delivered by Austria being found guilty in the said State and sentenced to death, the gracious commutation of the death penalty to a life imprisonment will be recommended.

Accept, Excellency, the renewed assurances of my most distinguished and highest consideration.

SCHOBER

HIS EXCELLENCY

MR. ALBERT HENRY WASHBURN,
*Envoy Extraordinary and Minister Plenipotentiary of the
United States of America in Vienna.*

March 20, 1929.

Arbitration Treaty between the United States of America and Belgium. Signed at Washington, March 20, 1929; ratification advised by the Senate, May 22, 1929; ratified by the President, June 4, 1929; ratified by Belgium, July 22, 1930; ratifications exchanged at Washington, August 25, 1930; proclaimed, August 25, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Arbitration with Belgium.
Preamble.

WHEREAS a Treaty of Arbitration between the United States of America and Belgium was concluded and signed by their respective Plenipotentiaries at Washington on the twentieth day of March, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and French languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and His Majesty the King of the Belgians

Le Président des Etats-Unis d'Amérique et Sa Majesté le Roi des Belges:

Purpose declared.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Résolus de prévenir autant qu'il est en leur pouvoir toute interruption dans les relations pacifiques qui ont toujours existé entre les deux pays;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Désireux d'affirmer de nouveau leur adhésion à la politique consistant à soumettre à une décision impartiale toutes contestations susceptibles de décision judiciaire qui viendraient à s'élever entre eux, et,

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Soucieux, par leur exemple, non seulement de manifester que, dans leurs relations réciproques, ils condamnent la guerre comme instrument de leur politique nationale, mais encore de hâter le moment où la conclusion d'accords internationaux pour le règlement pacifique des conflits entre les Etats aura écarté pour toujours les possibilités de guerre entre les nations du monde;

Plenipotentiaries.

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries:

Ont décidé de conclure un traité d'arbitrage et ont, à cette fin, désigné pour leurs plénipotentiaires respectifs:

The President of the United States of America:

Le Président des Etats-Unis d'Amérique:

Frank B. Kellogg, Secretary of State of the United States of America; and

M. Frank B. Kellogg, Secrétaire d'Etat des Etats-Unis d'Amérique; et

His Majesty the King of the Belgians:

His Highness Prince Albert de Ligne, His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States of America;

Who, having communicated to each other their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Belgium in accordance with the constitutional laws of Belgium.

ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

Sa Majesté le Roi des Belges:

Son Altesse le Prince Albert de Ligne, Ambassadeur Extraordinaire et Plénipotentiaire de Sa Majesté aux Etats-Unis d'Amérique;

Lesquels, après avoir échangé leurs pleins pouvoirs, reconnus en bonne et due forme, sont convenus des articles suivants:

ARTICLE I

Tous différends concernant des affaires internationales dans lesquelles les Hautes Parties contractantes se trouvent engagées par suite de la prétention d'un droit allégué par l'une à l'encontre de l'autre en vertu d'un traité ou autrement, qui n'auront pas été réglés par la voie diplomatique, non plus que par application du recours à une commission de conciliation appropriée et qui, à raison de leur nature susceptible d'une décision appliquant les principes du droit et de l'équité, peuvent être jugés, seront soumis à la Cour Permanente d'Arbitrage établie à La Haye par la convention du 18 octobre 1907 ou un autre tribunal compétent, selon ce qui sera décidé dans chaque cas par accord spécial; cet accord spécial pourvoira à l'organisation dudit tribunal, s'il est nécessaire, définira ses pouvoirs, exposera la ou les questions en litige et déterminera la question à résoudre.

L'accord spécial sera conclu, dans chaque cas, en ce qui concerne les Etats-Unis d'Amérique, par le Président des Etats-Unis d'Amérique, sur et avec l'avis et le consentement du Sénat des Etats-Unis et, en ce qui concerne la Belgique, en conformité des lois constitutionnelles de la Belgique.

ARTICLE II

Les dispositions du présent traité ne pourront pas être invoquées en ce qui concerne les différends dont l'objet:

a) relève de la juridiction nationale de l'une ou de l'autre des Hautes Parties contractantes;

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

Vol. 36, p. 2221.

Special agreement.

Subjects not included.

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Belgium in accordance with the Covenant of the League of Nations.

ARTICLE III

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by His Majesty the King of the Belgians in accordance with the Constitution.

Exchange of ratifications.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Duration.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 20th day of March, one thousand nine hundred and twenty-nine.

FRANK B KELLOGG [SEAL]
P ALBERT DE LIGNE [SEAL]

b) touche aux intérêts de tierces puissances;

c) dépend du maintien ou touche au maintien de l'attitude traditionnelle des Etats-Unis dans les affaires américaines, communément connue sous le nom de doctrine de Monroe;

d) dépend de l'observation ou touche à l'observation des engagements de la Belgique en conformité du pacte de la Société des Nations.

ARTICLE III

Le présent traité sera ratifié par le Président des Etats-Unis d'Amerique sur et avec l'avis et le consentement du Sénat des Etats-Unis et par S. M. le Roi des Belges conformément à la Constitution.

Les ratifications seront échangées à Washington aussitôt que faire se pourra et le traité prendra effet à la date de l'échange des ratifications. Il restera ensuite en vigueur sans limite de durée; toutefois, il pourra être dénoncé par l'une ou l'autre des Hautes Parties contractantes et, dans ce cas, il cessera ses effets à l'expiration du délai d'un an à dater de la dénonciation.

En foi de quoi les Plénipotentiaires respectifs ont signé le présent traité dressé en deux exemplaires, l'un et l'autre en anglais et en français, les deux textes faisant également foi, et y ont apposé leur cachet.

Fait à Washington, le vingt Mars mil neuf cent vingt neuf.

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-fifth day of August, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-fifth day of August in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

W. R. CASTLE JR

Acting Secretary of State.

March 20, 1929.

Conciliation Treaty between the United States of America and Belgium. Signed at Washington, March 20, 1929; ratification advised by the Senate, May 22, 1929; ratified by the President, June 4, 1929; ratified by Belgium, July 22, 1930; ratifications exchanged at Washington, August 25, 1930; proclaimed, August 25, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF
AMERICA.

A PROCLAMATION.

Conciliation with
Belgium.
Preamble.

WHEREAS a Treaty of Conciliation between the United States of America and Belgium was concluded and signed by their respective Plenipotentiaries at Washington on the twentieth day of March, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and French languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and His Majesty the King of the Belgians, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

Plenipotentiaries.

The President of the United States of America:

Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Belgians:

His Highness Prince Albert de Ligne, His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States of America;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Belgium, of whatever nature they may be, shall, when ordinary diplomatic proceedings

Disputes submitted for investigation and report to International Commission.

Le Président des Etats-Unis d'Amérique et Sa Majesté le Roi des Belges, désirant raffermir les liens d'amitié qui les unissent, et favoriser la cause de la paix générale, ont résolu de conclure un traité à ces fins et ont en conséquence nommé les plénipotentiaires ci-après désignés, savoir:

Le Président des Etats-Unis d'Amérique:

M. Frank B. Kellogg, Secrétaire d'Etat des Etats-Unis d'Amérique; et

Sa Majesté le Roi des Belges:

Son Altesse le Prince Albert de Ligne, Ambassadeur Extraordinaire et Plénipotentiaire de Sa Majesté aux Etats-Unis d'Amérique;

Lesquels après s'être communiqués leurs pleins pouvoirs, trouvés en bonne et due forme, sont convenus des articles suivants:

ARTICLE I

Tous différends s'élevant entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement belge, de quelque nature qu'ils soient, lorsque les procédés diplomatiques ordinaires auront

have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to resort with respect to each other to any act of force during the investigation to be made by the Commission and before its report is handed in.

échoué et que les Hautes Parties contractantes n'ont pas recours à l'intervention d'un tribunal compétent seront soumis, pour examen et rapport à une Commission internationale permanente constituée de la manière prescrite dans l'article suivant; et elles conviennent de ne recourir l'une vis-à-vis de l'autre à aucune mesure de coercition durant la procédure d'investigation à entreprendre par la commission et aussi longtemps que le rapport de celle-ci ne leur aura pas été communiqué.

ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: Each Government shall appoint a member from among its nationals; the other three members, including the President, shall be appointed in common accord, it being understood that they shall not be under the jurisdiction of either one of the two countries. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

La Commission internationale sera composée de cinq membres nommés comme il suit: chaque Gouvernement désignera un membre parmi ses nationaux, les trois autres membres dont le président, seront désignés de commun accord; il est entendu qu'ils ne pourront être ressortissants d'aucun des deux pays. Les frais de la Commission seront supportés par les deux Gouvernements, par parts égales.

International Commission. Composition.

Expenses.

Appointment.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

La Commission internationale sera constituée dans les six mois de l'échange des ratifications du présent traité; et il sera pourvu aux vacances suivant le mode employé pour la nomination primitive.

ARTICLE III

Dans le cas où les Hautes Parties contractantes n'auraient pas réglé un différend par les méthodes diplomatiques et où elles n'auraient pas recours à l'intervention d'un tribunal compétent, elles le soumettront immédiatement à la Commission internationale pour examen et rapport. Cependant la Commission internationale peut, à l'unanimité de ses membres, offrir spontanément ses services à cet effet, et dans ce cas notification sera faite aux deux Gouvernements qui seront priés d'accorder leur coopération à l'examen.

Immediate reference of dispute to International Commission.

The High Contracting Parties agree to furnish the Permanent

Les Hautes Parties contractantes conviennent de fournir

Facilities, etc., to be furnished.

International Commission with all the means and facilities required for its investigation and report.

Time, etc., for report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

Independent action reserved.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by His Majesty the King of the Belgians in accordance with the Constitution.

Exchange of ratifications.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall

Duration.

thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 20th day of March, one thousand nine hundred and twenty-nine.

à la Commission internationale permanente tous les moyens et toutes les facilités nécessaires à son examen et à son rapport.

Le rapport de la Commission sera terminé dans le délai d'un an compté du jour où elle aura déclaré commencer son examen, à moins que les Hautes Parties contractantes ne conviennent, par un accord mutuel, de restreindre ou de prolonger ce délai. Le rapport sera dressé en trois exemplaires; il en sera remis un à chacun des gouvernements, et la Commission conservera le troisième pour ses dossiers.

Les Hautes Parties contractantes se réservent le droit d'agir indépendamment concernant la matière faisant l'objet du différend lorsque le rapport de la Commission leur aura été soumis.

ARTICLE IV

Le présent traité sera ratifié par le Président des Etats-Unis d'Amérique sur l'avis et avec le consentement du Sénat des Etats-Unis et par S. M. le Roi des Belges conformément à la Constitution.

Les ratifications seront échangées à Washington le plus tôt possible et le traité entrera en vigueur à la date de l'échange des ratifications.

Il restera en vigueur sans limite de durée; toutefois il pourra être dénoncé par l'une ou l'autre des Hautes Parties contractantes, et dans ce cas il cessera ses effets à l'expiration du délai d'un an à dater de la dénonciation.

En foi de quoi les Plénipotentiaires respectifs ont signé le présent traité dressé en deux exemplaires, l'un et l'autre en anglais et en français, les deux textes faisant également foi, et y ont apposé leur cachet.

Fait à Washington, le vingt Mars mil neuf cent vingt neuf.

FRANK B KELLOGG [SEAL]

P ALBERT DE LIGNE [SEAL]

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-fifth day of August, one thousand nine hundred and thirty; Ratifications exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States and the citizens thereof. Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

DONE at the city of Washington this twenty-fifth day of August in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

W. R. CASTLE, JR

Acting Secretary of State.

July 9, 1930.
August 18, 1930.

Parcel post convention between the United States of America and Dutch Guiana. Signed at Paramaribo, July 9, 1930, at Washington, August 18, 1930; approved by the President, September 2, 1930.

PARCEL POST CONVENTION

BETWEEN

THE UNITED STATES OF AMERICA AND DUTCH GUIANA.

Parcel post convention with Dutch Guiana.
Preamble.

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 Dutch Guiana, the undersigned, Walter F. Brown, Postmaster General of the United States of America, and F. E. Bruyning, Acting Administrator of Finance in Dutch Guiana by virtue of authority vested in them, have agreed upon the following articles:

Limitations.

I. Limits of Weight and Size.

Weight and size.

1. No parcel shall exceed twenty-two pounds (ten kilograms) in weight, six feet (one hundred and eighty centimeters) in length and girth combined, or four feet (one hundred and twenty centimeters) in length with the proviso that parcels over forty-two inches and not over forty-four inches in length must not exceed twenty-four inches in girth, parcels over forty-four inches and not over forty-six inches in length must not exceed twenty inches in girth, and parcels over forty-six inches and up to four feet in length must not exceed sixteen inches in girth.

Calculation of dispatching office accepted.

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

Postage and fees.

II. Postage and Fees.

Collected from sender.

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

Prepayment.

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.

Rates, etc., for larger parcels.

2. The Postal Administrations of the two Countries reserve the right to fix subsequently, by common consent, if their respective Regulations permit, the rates and conditions applicable to parcels exceeding the limits of weight and size specified in paragraph 1.

Preparation of parcels.

III. Preparation of Parcels.

Addressing requirements.

1. The name and address of the sender and the addressee must be legibly and correctly written in every case when possible on the

parcel itself, or on a label gummed thereto, and must also be written on a separate slip which slip must be enclosed in the package. Parcels will not be accepted when sent by or addressed to initials, unless the initials are the adopted trade name of the senders or addressees.

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

2. The sender shall prepare one customs declaration for each parcel sent from Dutch Guiana and two customs declarations for each parcel sent from the United States of America, 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.

Customs declaration.

However, as an exception, when a consignment consisting of any number of parcels is mailed simultaneously by the same sender to the same addressee at one address, only one or one set of customs declarations as mentioned herefore need be prepared for the whole consignment and attached to one parcel thereof. In this case, each parcel of the consignment must be clearly marked with a fractional number, the numerator of which will indicate, in Arabic figures, the number of the parcel and the denominator the total number of parcels of which the consignment consists.

Only one note for each consignment.

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

No official responsibility for correctness.

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.

Packing, etc.

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.

Insured parcels.

Officially sealed, etc.

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.

Special mark, by sender.

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 or declarations must accompany the parcel and must also be marked or labelled or stamped "insured."

Labelling, etc.

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

Placing of stamps.

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 cardboard or strong fibreboard or receptacle of equal strength) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.

Containers for liquids, etc.

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

Powders and dyes.

Prohibitions.

IV. Prohibitions.

- Articles specified.
Letters, etc.
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.
- (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.
- With different address.
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.
- Live animal.
- Admission not authorized.
- Explosives, etc.
- Erroneously transmitted.
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.
- List of prohibited articles to be furnished.

Customs duties.

V. Customs Duties.

- Collection of, on delivery.
- 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.

Exchange of parcels.

VI. Method of Exchange of Parcels.

- Sealed sacks.
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 despatched to the country of destination by the country of origin at its cost and by such means as it provides.
- Insured parcels.
Separate sacks for.
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.
- Distinctive marking.

Billing of parcels.

VII. Billing of Parcels.

- Uninsured parcels.
1. The ordinary (uninsured) parcels included in each despatch shall be advised on a parcel bill by the simple entry of their total number.
- Separate bills for each class.
2. Ordinary and insured parcels shall each be entered on separate parcel bills and the insured parcels 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.
- Returned parcels.
3. The entry on the bill of any returned parcel must be followed by the word "Returned."
- Numbering, by despatching office.
4. Each despatching 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 despatch of the following year.
- Articles in transit.
5. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other to-

gether with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made above, shall be settled by mutual agreement through correspondence between the two Administrations.

VIII. Certificates of Mailing.

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.

Furnished to sender on request.

IX. Responsibility not Accepted for Ordinary Parcels.

Responsibility.

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.

No compensation for loss of ordinary parcels.

X. Registration and Insurance.

Insurance, etc.

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 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, guilders 250 gold, when mailed in Dutch Guiana.

Fee required.

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

Indemnity limited.

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.

Other limits by agreement.

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

Coin, jewelry, etc.

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 as ordinary mail, and treated in accordance with the regulations of the country placing the matter under insurance.

Insurance of, if mailed uninsured.

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

Fees for indemnity.

XI. Return Receipts and Inquiries.

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.

Advice of delivery.

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.

Request for information.

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."

Marking of requests.

Indemnity.

XII. Indemnity.

- Allowance to sender. 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.
- Transit insured parcels. 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.
- Loss by force majeure. 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.
- Parcels forwarded to a third country. 3. If an insured parcel originating in one country and addressed to the other country is reforwarded or returned from the country of the original address to a third country, the rightful claimant may claim only such indemnity, if any, for the loss, rifling, or damage which occurred subsequent to the redispach of the parcel from the country of original address, as the country in which the loss, rifling or damage occurred is willing or obligated to pay under any agreement in force between the countries directly involved in the forwarding or return.
- Post, p. 2805.
- Responsibility for improper carriage. Either country adhering to this Convention which improperly forwards an insured parcel to a third country shall be responsible to the extent of the liability of the country of origin to the sender within the limit of indemnity fixed by the present Convention.
- Claim for indemnity to be filed. 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.
- No payment for indirect loss, etc. 5. No compensation shall be given for loss, injury, or damage consequential upon, i. e., indirectly arising from, the loss, nondelivery, misdelivery, damage, or delay of any insured parcel transmitted under this convention.
- Matter not entitled to indemnity. 6. No indemnity will be paid for insured parcels which contain matter of no intrinsic value nor for perishable matter or matter prohibited transmission in the parcel-post mails exchanged between the contracting administration, 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.
- Reimbursement of postage, etc., on loss of parcels. 7. Either of the Administrations may at its option reimburse the rightful claimant in the event of loss, irreparable damage of entire contents, or rifling of entire contents for the amount of postage or

special charges borne by an insured parcel, if claimed. The insurance fees are not in any case returned.

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

If official documents destroyed, no responsibility admitted.

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 procured. The enforcement of this rule shall not prejudice any legal proceedings to which such fraudulent evidence may have rendered the claimant liable.

Reservation in case of false statements, etc.

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.

Time limitation on paying indemnity.

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.

Deferred payment.

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.

Country of origin may pay, if country of destination delays nine months.

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.

Country responsible.

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.

Repayment to country paying.

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

Reimbursement in gold.

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.

Means to be used.

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.

Responsibility of receiving country unable to show 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 despatching office of exchange by bulletin of verification, shall fall upon the administration to which the despatching office of exchange is subordinate unless it be proved that the loss, rifling, or damage occurred in the service of the receiving administration.

Despatching office responsible if loss discovered by receiving office.

Responsibility for proper packing, etc.

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 arising from defects which may not be observed at the time of posting.

Transit parcels.

XIII. Transit Parcels.

Right of transit guaranteed.

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.

Notice.

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

Conditions to be complied with.

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.

Allowances.

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

Check by Office of Exchange.

XIV. Check by Office of Exchange.

Duty of receiving office.

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 despatching 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.

Record of discrepancies.

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.

Duplicate parcel bill.

3. If a parcel bill is missing a duplicate shall be made out and a copy sent to the despatching Office of Exchange from which the despatch was received.

Notation of evident damage, etc.

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.

Fees.

XV. Fees for Delivery and for Customs Formalities. Demurrage Charges.

By addressee for interior service and delivery.

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 10 dollarcents gold equivalent to 25 cents Dutch 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.

Demurrage charges.

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 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, 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 postage and fees if not prepaid. Insured parcels when redirected must be dispatched in the same kind of mails as received.

3. Insured parcels may not be forwarded or returned to another country, unless they are forwarded or returned as insured mail. The senders may indicate, on insured parcels: "Not to be forwarded to a third country"; in which event the parcels may not be redispached to any other country. Except in cases where such parcels bear the note that the senders do not desire them redispached to a country other than that of origin or the country of first destination, they may be forwarded to a third country as insured parcels. Insured parcels may be returned to the sender in a third country in accordance with a similar indication on the parcels, provided that they can be returned as insured. In case of loss, rifing or damage of insured parcels dispatched or returned to a third country, equitable indemnity will be paid in accordance with the provisions of Article XII, Section 3, of this Convention.

Redirection.

Charges specified.

Collection of new fees.

Restrictions, etc., on forwarding to any other country.

Ante, p. 2802.

XVII. Postal Charges other than those Prescribed not to be Collected.

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

Other charges, not allowed.

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 countries, are to be addressed to the Central Administration at Washington when they relate to parcels sent to the United States of America, and to the offices of destination when they relate to parcels sent to Dutch Guiana.

Recall and change of address.

XIX. Nondelivery.

1. In the absence of a request by the sender to the contrary, a parcel which can not 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, is required, and if not prepaid shall be collected upon delivery and retained by the Administration making the collection. The Administration making delivery shall fix the amount of postage and fees if not prepaid. Insured parcels when returned must be dispatched in the same kind of mails as received.

2. The sender of a parcel may request, at the time of posting, that, if the parcel can not be delivered as addressed, it shall be either (a) treated as abandoned, or (b) tendered for delivery at a

Nondelivery.

Return to sender.

New postage, etc., required.

Requests from sender allowed.

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 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....."

Time for returning undeliverable parcels.

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 nondelivery.

Disposal of perishable articles.

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.

Sale of parcels marked "Abandon."

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.

Notice given of undelivered insured parcel.

Customs charges.

XX. Customs Charges to be Cancelled.

Cancelled, if parcel destroyed, etc.

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 Dutch Guiana and in the United States of America.

Retransmission.

XXI. Retransmission of Missent Parcels.

Ordinary parcels.

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 Administrations.

Insured parcels.

Missent insured parcels shall not be reforwarded to any foreign country, in the absence of special agreement to the contrary, but shall be returned to the country of origin in the same kind of mail as received.

Receptacles.

XXII. Receptacles.

Bags to be provided.

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.

Charges.

XXIII. Charges.

Parcels transmitted to other countries.

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 intermediate Administration.

2. For every parcel, regardless of its weight, dispatched by one Administration to the other, whether ordinary or insured, a payment of 12 dollarcents gold equivalent to 30 cents Dutch gold per parcel shall be made by the dispatching Administration to the receiving Administration.

Between Administrations.

XXIV. Accounting.

Accounting.

1. Each Administration shall prepare quarterly an account showing sums due for parcels sent by the other Administration for onward transmission and for parcels received in excess of those dispatched.

Transit parcels and excess of received over dispatched parcels.

2. 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.

Time for submitting to examination.

3. 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.

Verification, etc.

4. Payment of the balance due on these accounts between the two Administrations shall be effected by means of drafts on New York or Paramaribo 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 Office.

Payment of balances.

XV. Matters not Provided for in the Convention.

Matters not provided for.

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 Dutch Guiana, according to the country involved, shall govern.

Universal Postal Union provisions to govern.
Ante, p. 2523.

2. The Postmaster General of the United States of America and the Administrator of Finance in Dutch Guiana 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 service contemplated by this Convention as well as to arrange for the exchange of registered parcels and parcels subject to collect on delivery charges, should both countries at any time desire such service.

Internal legislation, etc., to govern.

Changes, etc., by mutual correspondence.

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.

Communication of parcel post laws, etc.

XXVI. Duration of Convention.

Duration of Convention.

1. This Convention substitutes and abrogates that signed at Washington on the twenty-eighth day of August 1909, and at Paramaribo on the ninth day of August, 1909, and shall take effect and operations thereunder shall begin on a date to be mutually settled between the Administrations of the two countries.

Effective date. Abrogation of former convention.
Vol. 36, p. 2184.

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

Duration.

Temporary suspension of insurance service.

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.

Signatures.

Done in duplicate and signed at Paramaribo (Dutch Guiana) the ninth day of July 1930, and at Washington the eighteenth day of August, 1930.

By special authorisation of the Governor of Surinam of 9th July, 1930. No. 2556.

The Acting Administrator of Finance
of Surinam (Dutch Guiana)
BRUYNING

WALTER F BROWN
Postmaster General of the
United States of America

Approval by the President.

The foregoing Parcel Post Convention between the United States of America and Dutch Guiana has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

[SEAL]

By the President:

GREEN H HACKWORTH

Acting Secretary of State.

WASHINGTON, September 2, 1930.

HERBERT HOOVER

Arbitration Treaty between the United States of America and Luxemburg. Signed at Luxemburg, April 6, 1929; ratification advised by the Senate May 22, 1929; ratified by the President, May 28, 1929; ratified by Luxemburg, August 30, 1930; ratifications exchanged at Luxemburg, September 2, 1930; proclaimed, September 8, 1930.

April 6, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Arbitration between the United States of America and Luxemburg was concluded and signed by their respective Plenipotentiaries at Luxemburg on the sixth day of April, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and French languages, is word for word as follows:

Arbitration with Luxemburg. Preamble.

TREATY OF ARBITRATION.

The President of the UNITED STATES OF AMERICA.

and

HER ROYAL HIGHNESS THE GRAND DUTCHESS OF LUXEMBURG

Determined to prevent so far as in their power lies any interruption in the peaceful relations now happily existing between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries.

TRAITE D'ARBITRAGE.

LE PRESIDENT DES ETATS-UNIS D'AMERIQUE

et

SON ALTESSE ROYALE LA GRANDE-DUCHESSÉ DE LUXEMBOURG

Résolus à éviter, autant qu'il est en leur pouvoir, toute interruption dans les relations pacifiques qui existent maintenant si heureusement entre les deux nations,

Désireux d'affirmer de nouveau leur adhésion à la politique consistant à soumettre à une décision impartiale toute contestation susceptible de décision judiciaire qui viendrait à s'élever entre eux;

Soucieux par leur exemple non seulement de manifester que dans leurs relations réciproques ils condamnent la guerre comme instrument de politique nationale, mais encore de hâter le moment où la conclusion d'accords internationaux pour le règlement pacifique des conflits aura écarté pour toujours les possibilités d'une guerre entre les nations du monde;

Ont décidé de conclure un traité d'arbitrage et à cet effet, ont désigné pour leurs plénipotentiaires respectifs

Contracting Powers.

Purpose declared.

Plenipotentiaries.

THE PRESIDENT OF THE
UNITED STATES OF AMERICA

Mr. Edward Lyndal Reed,
Chargé d'Affaires a. i. of the
United States of America,

HER ROYAL HIGHNESS
THE GRAND DUTCHESS OF
LUXEMBURG

Mr. Joseph Bech, Minister of
State and President of Govern-
ment,

Who, having communicated to
one another their full powers
found to be in good and due form,
have agreed upon and concluded
the following articles:

Article 1.

All differences relating to inter-
national matters in which the
High Contracting Parties are
concerned by virtue of a claim
of right made by one against the
other under treaty or otherwise,
which it has not been possible to
adjust by diplomacy, which have
not been adjusted as a result of
reference to an appropriate com-
mission of conciliation, and which
are justiciable in their nature by
reason of being susceptible of
decision by the application of the
principles of law or equity, shall
be submitted to the Permanent
Court of Arbitration established
at the Hague by the Convention
of October 18, 1907, or to some
other competent tribunal, as shall
be decided in each case by special
agreement, which special agree-
ment shall provide, if necessary,
for the organisation of such tri-
bunal, shall define its powers,
shall state the question or ques-
tions at issue, and shall settle the
terms of reference.

The special agreement in each
case shall be made on the part of
the United States of America by
the President of the United States
of America by and with the ad-
vice and consent of the Senate
thereof, and on the part of
Luxemburg in accordance with
its constitutional law.

LE PRESIDENT DES
ETATS-UNIS D'AMERIQUE

M. Edward Lyndal Reed,
Chargé d'Affaires a. i. des Etats-
Unis d'Amérique,

SON ALTESSE ROYALE LA
GRANDE-DUCHESSE DE
LUXEMBOURG

M. Joseph Bech, Ministre
d'Etat, Président du Gouverne-
ment,

Lesquels, après avoir échangé
leurs pleins pouvoirs reconnus en
bonne et due forme, ont convenu
des dispositions suivantes:

Article 1er.

Tous différends concernant des
affaires internationales dans les-
quelles les hautes parties contrac-
tantes se trouvent engagées par
suite de la prétention d'un droit
allégué par l'une à l'encontre de
l'autre, en vertu d'un traité ou
d'une autre manière, qui n'auront
pu être réglés par la voie diplo-
matique, qui n'auront pu être
arrangés par application du re-
cours à une commission de con-
ciliation appropriée et qui, en
raison de leur nature sont suscep-
tibles d'une décision appliquant
les principes du droit et de l'équité,
seront soumis à la Cour Perma-
nente d'Arbitrage établie à La
Haye par la Convention du 18
octobre 1907, ou à un autre tri-
bunal compétent selon qu'il sera
décidé dans chaque cas par un
accord spécial, lequel accord spé-
cial pourvoira, si nécessaire, à
l'organisation d'un tel tribunal,
définira les pouvoirs du dit tri-
bunal, exposera la ou les ques-
tions en litige, et délimitera la
question à résoudre.

L'accord spécial dans chaque
cas sera conclu, en ce qui con-
cerne le Gouvernement des Etats-
Unis d'Amérique, par le Président
des Etats-Unis d'Amérique, avec
l'avis et le consentement du
Sénat des Etats-Unis, et, en ce
qui concerne le Luxemburg, en
conformité de sa loi constitution-
nelle.

International differ-
ences not adjusted by
diplomacy, referred by
special agreement to
Permanent Court of
Arbitration, etc.

Vol. 26, p. 2221.

Special agreement.

Article 2.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

a) is within the domestic jurisdiction of either of the High Contracting Parties,

b) involves the interests of third Parties,

c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

d) depends upon or involves Luxemburg's policy of neutrality,

e) depends upon or involves the observance of the obligations of Luxemburg in accordance with the Covenant of the League of Nations.

Article 3.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Her Royal Highness the Grand Duchess of Luxemburg in accordance with the constitutional law of Luxemburg.

The ratifications shall be exchanged at Luxemburg as soon as possible, and the treaty shall take effect on the date of the exchange of ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affix their seals.

Done at Luxemburg, in duplicate, this sixth day of April one thousand nine hundred and twenty-nine.

[SEAL]
[SEAL]

Article 2.

Les dispositions du présent traité ne pourront pas être invoquées en ce qui concerne les différends dont l'objet: Subjects not included.

a) relève de la juridiction nationale de l'une ou de l'autre des hautes parties contractantes;

b) touche aux intérêts de tierces puissances;

c) dépend du maintien ou touche au maintien de l'attitude traditionnelle des Etats-Unis dans les affaires américaines, communément connu sous le nom de doctrine de Monroe;

d) dépend du maintien ou touche au maintien de la politique de neutralité du Luxemburg;

e) dépend de l'observation ou touche au maintien des engagements du Luxemburg en conformité du Pacte de la Société des Nations.

Article 3.

Le présent traité sera ratifié par le Président des Etats-Unis sur et avec le consentement du Sénat des Etats-Unis et par Son Altesse Royale la Grande-Duchesse de Luxemburg, en conformité de la loi constitutionnelle du Luxemburg. Ratification.

Les ratifications seront échangées à Luxemburg aussitôt que faire se pourra, et le traité prendra effet de la date de l'échange des ratifications. Il restera ensuite en vigueur sans limite de durée et il ne prendra fin que par une dénonciation écrite donnée par l'une ou l'autre des hautes parties contractantes avec un préavis d'un an. Exchange of ratifications.

En foi de quoi les plénipotentiaires respectifs ont signé le présent traité dressé en deux exemplaires, l'un et l'autre en français et en anglais, les deux textes faisant également foi, et y ont apposé leur cachet. Duration.

Fait à Luxemburg, en double exemplaire, le six avril mil neuf cent vingt-neuf. Signatures.

EDWARD LYNDAL REED
BECH

Ratifications ex-
changed.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Luxemburg on the second day of September, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of September in the year of our Lord one thousand nine hundred and thirty, [SEAL] and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

Conciliation Treaty between the United States of America and Luxemburg. Signed at Luxemburg, April 6, 1929; ratification advised by the Senate, May 22, 1929; ratified by the President, May 28, 1929; ratified by Luxemburg, August 30, 1930; ratifications exchanged at Luxemburg, September 2, 1930; proclaimed, September 8, 1930.

April 6, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Conciliation between the United States of America and Luxemburg was concluded and signed by their respective Plenipotentiaries at Luxemburg on the sixth day of April, one thousand nine hundred and twenty-nine, the original of which Treaty, being in the English and French languages, is word for word as follows:

Conciliation with Luxemburg. Preamble.

Treaty of Conciliation.

Traité de Conciliation.

The President of the United States of America and

Le Président des Etats-Unis d'Amérique et

Contracting Powers.

Her Royal Highness the Grand Duchess of Luxemburg,

Son Altesse Royale la Grande-Duchesse de Luxemburg,

Being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace,

Désirant affirmer les relations amicales qui les unissent et également servir la cause de la paix générale,

Have resolved to enter into a treaty for that purpose, and to that end have appointed as their Plenipotentiaries,

Ont décidé de conclure un traité à ces fins, et ont nommé en conséquence leurs plénipotentiaires,

Plenipotentiaries.

The President of the United States of America,

Le Président des Etats-Unis d'Amérique

Mr. Edward Lyndal REED, Chargé d'affaires a.i. of the United States of America

M. Edward Lyndal REED, Chargé d'affaires a. i. des Etats-Unis d'Amérique,

Her Royal Highness the Grand Duchess of Luxemburg,

Son Altesse Royale la Grande-Duchesse de Luxemburg

Mr. Joseph BECH, Minister of State and President of Government,

M. Joseph BECH, Ministre d'Etat, Président du Gouvernement,

Who, having communicated to one another their full powers, found to be in good and due form, have agreed upon and concluded the following articles:

Lesquels, après s'être communiqué leurs pleins pouvoirs trouvés en bonne et due forme, ont convenu des articles suivants:

Article 1.

Article 1er.

Any disputes arising between the Government of the United States of America and the Gov-

Tous différends s'élevant entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement

Disputes submitted for investigation and report to International Commission.

ernment of Luxemburg of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding article; the High Contracting Parties agree not to resort, with respect to each other, to any act of force during the investigation to be made by the commission and before its report is handed in.

Article 2.

International Commission.
Composition.

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

Expenses.

Appointment.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

Reference of disputes to Commission.

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments

du Luxembourg, de quelque nature qu'ils soient, lorsque les procédés diplomatiques ordinaires auront échoué et que les Hautes Parties Contractantes n'ont pas recours à l'arbitrage, seront soumis pour examen et rapport à une commission internationale permanente constituée de la manière prescrite dans l'article suivant; les Hautes Parties Contractantes conviennent de ne se livrer l'une vis-à-vis de l'autre à aucun acte de force durant l'examen auquel procédera la commission et avant la remise de son rapport.

Article 2.

La commission permanente internationale sera composée de cinq membres nommés comme il suit: Un membre sera choisi par chaque Gouvernement parmi ses ressortissants; un membre sera choisi par chaque Gouvernement parmi les ressortissants d'une tierce puissance; le 5me membre sera choisi d'un commun accord par les deux Gouvernements, étant entendu qu'il ne pourra être un ressortissant de l'une des Hautes Parties Contractantes. Les dépenses de la commission seront supportées par moitié par chacun des deux Gouvernements.

La commission internationale sera constituée dans les six mois de l'échange des ratifications de la présente convention; les vacances seront suppléées d'après le même mode que les désignations originaires.

Article 3.

Dans le cas où il s'élèverait entre les Hautes Parties Contractantes un différend qui n'aurait pu être réglé par les procédés diplomatiques et qu'elles n'ont pas recours à l'arbitrage, les Parties doivent en référer à la commission internationale pour examen et rapport. La Commission internationale pourra toutefois offrir spontanément et par un accord unanime ses services à cet effet, et dans ce cas elle doit

and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall shorten or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

Article 4.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Her Royal Highness the Grand Duchess of Luxemburg in accordance with the constitutional law of Luxemburg.

The ratifications shall be exchanged at Luxemburg as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affix their seals.

en aviser les deux Gouvernements et requérir leur collaboration dans l'examen du différend.

Les Hautes Parties Contractantes conviennent de fournir à la commission internationale permanente tous les moyens et facilités exigés en vue de l'examen et du rapport.

Le rapport de la Commission devra être terminé dans le délai d'un an après qu'elle aura déclaré commencer ses investigations, à moins que les Hautes Parties Contractantes n'aient réduit ou étendu ce délai par un commun accord. Le rapport doit être préparé en trois exemplaires; une copie en sera remise à chaque Gouvernement, et la troisième copie sera versée aux archives de la Commission.

Les Hautes Parties Contractantes se réservent le droit d'agir indépendamment à l'égard du différend après que le rapport de la Commission leur aura été communiqué.

Article 4.

Le présent traité sera ratifié par le Président des Etats-Unis d'Amérique sur l'avis et avec le consentement du Sénat des Etats-Unis, et

par Son Altesse Royale, la Grande-Duchesse de Luxemburg en conformité des droits constitutionnels du Grand-Duché de Luxemburg.

Les ratifications seront échangées à Luxemburg aussitôt que possible, et le traité entrera en vigueur à la date de l'échange des ratifications. Il restera ensuite en vigueur sans limite de durée et il ne prendra fin que par une dénonciation écrite donnée par l'une ou l'autre des Hautes Parties Contractantes avec un préavis d'un an.

En foi de quoi les plénipotentiaires respectifs ont signé le présent traité dressé en deux exemplaires, l'un et l'autre en français et en anglais, les deux textes faisant également foi, et y ont apposé leurs cachets.

Facilities, etc., to be furnished.

Time, etc., for report.

Independent action reserved.

Ratification.

Exchange of ratifications.

Duration.

Signatures.

CONCILIATION TREATY—LUXEMBURG. APRIL 6, 1929.

Done at Luxemburg, in duplicate, this sixth day of April, one thousand nine hundred and twenty-nine.

Fait à Luxembourg, en double exemplaire, le six avril mil neuf cent vingt-neuf.

[SEAL] EDWARD LYNDAL REED
[SEAL] BECH

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Luxemburg on the second day of September, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of September in the year of our Lord one thousand nine hundred and thirty, [SEAL] and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

Treaty between the United States of America and El Salvador of friendship, commerce, and consular rights. Signed at San Salvador, February 22, 1926; ratification advised by the Senate, May 28, 1926; ratified by the President, July 1, 1926; ratified by El Salvador, September 5, 1930; ratifications exchanged at San Salvador, September 5, 1930; proclaimed, September 8, 1930.

February 22, 1926.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

WHEREAS a Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Republic of Salvador was concluded and signed by their respective Plenipotentiaries at San Salvador on the twenty-second day of February, one thousand nine hundred and twenty-six, the original of which Treaty, being in the English and Spanish languages, is word for word as follows:

Treaty of friendship, commerce, and consular rights with Salvador.
Preamble.

Treaty of Friendship, Commerce and Consular Rights between the United States of America and Salvador

Tratado de Amistad, Comercio y Prerogativas Consulares entre los Estados Unidos de America y El Salvador

Contracting Powers.

PREAMBLE

The United States of America and the Republic of Salvador, desirous of strengthening the bond of peace which happily prevails between them, by arrangements designed to promote friendly intercourse between their respective territories through provisions responsive to the spiritual, cultural, economic and commercial aspirations of the peoples thereof, have resolved to conclude a Treaty of Friendship, Commerce and Consular Rights and for that purpose have appointed as their Plenipotentiaries:

The President of the United States of America,

Mr. Cornelius Van H. Engert, Chargé d'Affaires ad interim of the United States of America in Salvador, and

PREAMBULO

Los Estados Unidos de América y la República de El Salvador desearios de estrechar los vínculos de paz que felizmente existen entre ambos países, por medio de arreglos destinados a promover un amistoso intercambio entre sus respectivos territorios y cuyas provisiones respondan a las aspiraciones espirituales, de cultura, económicas y comerciales de sus pueblos, han resuelto concluir un Tratado de Amistad, Comercio y Prerogativas Consulares, y con tal objeto han nombrado sus Plenipotenciarios, a saber:

El Presidente de los Estados Unidos de América,

al Sr. Cornelius Van H. Engert, Encargado de Negocios ad-interim de los Estados Unidos de América en El Salvador, y

Purposes declared.

Plenipotentiaries.

Plenipotentiaries.— The President of the Republic of Salvador,
Continued.

Dr. Reyes Arrieta Rossi, Minister of Foreign Affairs of the Republic of Salvador,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following articles:

ARTICLE I

Mutual freedom of residence, religion, business, etc., permitted.

The nationals of each of the High Contracting Parties shall be permitted to enter, travel and reside in the territories of the other; to exercise liberty of conscience and freedom of worship; to engage in professional, scientific, religious, philanthropic, manufacturing and commercial work of every kind without interference; to carry on every form of commercial activity which is not forbidden by the local law; to own, erect or lease and occupy appropriate buildings and to lease lands for residential, scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes; to employ agents of their choice, and generally to do anything incidental to or necessary for the enjoyment of any of the foregoing privileges upon the same terms as nationals of the state of residence or as nationals of the nation hereafter to be most favored by it, submitting themselves to all local laws and regulations duly established.

Equality of taxes, etc.

The nationals of either High Contracting Party within the territories of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by its nationals.

Access to courts of justice.

The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defense of their rights, and in all degrees of jurisdiction established by law.

el Presidente de la República de El Salvador,

al Dr. Reyes Arrieta Rossi, Ministro de Relaciones Exteriores de la República de El Salvador,

Quienes, habiéndose comunicado sus plenos poderes los cuales fueron encontrados en buena y debida forma, han convenido en los siguientes artículos:

ARTICULO I

Se permitirá a los nacionales de cada una de las Altas Partes Contratantes, entrar, viajar y residir en los territorios de la otra; ejercer libertad de conciencia y de culto; ocuparse sin ninguna intervención en empresa cualquiera, profesional, científica, religiosa, filantrópica, industrial y comercial que no esté prohibida por las leyes locales; poseer, construir, alquilar y ocupar edificios apropiados y arrendar tierras para residencia u objetos científicos, religiosos, filantrópicos, industriales, comerciales y mortuorios—elegir sus empleados, y en general hacer todo lo necesario para e, goce de los antedichos objetos, en las mismas condiciones que los nacionales del estado de su residencia o que los nacionales del país que por él sea ulteriormente más favorecido, sometándose siempre a todas las leyes locales y reglamentos debidamente emitidos.

Los nacionales de cualquiera de las Altas Partes Contratantes no estarán sujetos en los territorios de la otra al pago de ninguna contribución o gravamen interior, otros o mayores, que aquellos exigidos a y pagados por sus nacionales.

Los nacionales de cada una de las Altas Partes Contratantes gozarán plena libertad de acceso a los tribunales de la otra, conforme a las leyes locales, tanto para la demanda como para la defensa de sus derechos, en todas las instancias de derecho establecidas por la ley.

The nationals of each High Contracting Party shall receive within the territories of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property, and shall enjoy in this respect that degree of protection that is required by international law. Their property shall not be taken without due process of law and without payment of just compensation.

Nothing contained in this Treaty shall be construed to affect existing statutes of either of the High Contracting Parties in relation to the immigration of aliens or the right of either of the High Contracting Parties to enact such statutes.

ARTICLE II

With respect to that form of protection granted by National, State or Provincial laws establishing civil liability for injuries or for death, and giving to relatives or heirs or dependents of an injured party a right of action or a pecuniary benefit, such relatives or heirs or dependents of the injured party, himself a national of either of the High Contracting Parties and within any of the territories of the other, shall regardless of their alienage or residence outside of the territory where the injury occurred, enjoy the same rights and privileges as are or may be granted to nationals, and under like conditions.

ARTICLE III

The dwellings, warehouses, manufactories, shops, and other places of business, and all premises thereto appertaining of the nationals of each of the High Contracting Parties in the territories of the other, used for any purposes set forth in Article I, shall be respected. It shall not be allowable to make a domiciliary visit to, or search of any such

Los nacionales de cada una de las Altas Partes Contratantes recibirán en el territorio de la otra, sujetándose a las condiciones impuestas a sus nacionales, la más constante protección y garantía en sus personas y propiedades, y gozarán en este respecto el grado de protección previsto por el Derecho Internacional. No podrá ser tomada su propiedad sino mediante juicio legal y el pago de una justa compensación.

Ninguna de las provisiones del presente Tratado debe interpretarse en un sentido que afecte estatutos existentes de cualquiera de las Altas Partes Contratantes, en lo que se refiere a la inmigración de extranjeros o al derecho que asiste a cada una de ellas de decretar tales disposiciones.

ARTICULO II

Con respecto a la forma especial de protección concedida por las leyes nacionales o de sus estados o provincias, que establecen responsabilidad civil por daños o muerte y confieren a los familiares, herederos o dependientes de la parte perjudicada, derecho a una acción o un beneficio pecuniario, tales familiares, herederos o dependientes de la parte perjudicada, ella misma nacional de cualquiera de las Altas Partes Contratantes y dentro de cualquiera de los territorios de la otra, gozarán, sin tomar en cuenta su extranjería o residencia fuera del territorio en que ocurriere el daño, de los mismos derechos y privilegios acordados o que puedan acordarse a los nacionales, en las mismas circunstancias.

ARTICULO III

Serán respetados las habitaciones, almacenes, factorías, tiendas y otros lugares de negocios y todos los sitios pertenecientes a los nacionales de cada una de las Altas Partes Contratantes en los territorios de la otra, utilizados para cualquiera de los fines previstos en el Artículo I. No se permitirá ninguna visita domiciliaria o de registro en cualquiera

Protection of persons and property.

Immigration laws not affected.

Application of laws giving civil liability for injuries, etc.

Dwellings, places of business, etc., to be respected.

Ante, p. 2818.

Illegal searches, etc.

buildings and premises, or there to examine and inspect books, papers, or accounts, except under the conditions and in conformity with the forms prescribed by the laws, ordinances and regulations for nationals.

ARTICLE IV

Term allowance for the sale of inherited realty.

Where, on the death of any person holding real or other immovable property or interests therein within the territories of one High Contracting Party, such property or interests therein would, by the laws of the country or by a testamentary disposition, descend or pass to a national of the other High Contracting Party, whether resident or non-resident, were he not disqualified by the laws of the country where such property or interests therein is or are situated, such national shall be allowed a term of three years in which to sell the same, this term to be reasonably prolonged if circumstances render it necessary, and withdraw the proceeds thereof, without restraint or interference, and exempt from any succession, probate or administrative duties or charges other than those which may be imposed in like cases upon the nationals of the country from which such proceeds may be drawn.

Disposal of personal property.

Nationals of either High Contracting Party may have full power to dispose of their personal property of every kind within the territories of the other, by testament, donation, or otherwise, and their heirs, legatees and donees, of whatsoever nationality, whether resident or non-resident, shall succeed to such personal property, and may take possession thereof, either by themselves or by others acting for them, and retain or dispose of the same at their pleasure subject to the payment of such duties or charges only as the nationals of the High Contracting Party within whose territories such property may be or belong shall be liable to pay in like cases.

de dichos edificios y terrenos, inspección de libros, documentos, o cuentas, salvo en las condiciones y de conformidad con formas prescritas por la ley, órdenes y reglamentos para los nacionales.

ARTICULO IV

Cuando por el fallecimiento de una persona que posea bienes raíces u otros de naturaleza inmueble o bien intereses conexos con éstos, situados en los territorios de una de las Altas Partes Contratantes, y esos bienes o intereses debieran conforme a las leyes del lugar o por disposición testamentaria recaer o pasar a un nacional de la otra Alta Parte Contratante, residente o no, si no fuera que estuviese descalificado para ello en virtud de las leyes del país en que se hallan situados esos bienes o intereses, se concederá a tal nacional un término de tres años en que pueda venderlos, término que será prolongado razonablemente si así lo exigiesen las circunstancias, y retirar el producto de dicha venta sin restricciones o impedimento y exento de todo impuesto o gravamen testamentario o administrativo, que no sea de aquellos establecidos para iguales casos respecto de los nacionales del país de donde procedan tales bienes.

Los nacionales de cualquiera de las Altas Partes Contratantes gozarán de pleno derecho para disponer de su propiedad personal de cualquiera clase que sea, en los territorios de la otra, por medio de testamento, donación o de otra manera, y sus herederos, legatarios o donatarios, de cualquiera nacionalidad que fueren, residentes o no residentes en el país, pueden sucederles en la propiedad, tomar posesión de ella, personalmente o por medio de sus apoderados, conservarla o disponer de ella a su voluntad, sujetos únicamente al pago de los impuestos o gravámenes establecidos para los nacionales de la Alta Parte Contratante en cuyos territorios se encuentre la propiedad.

ARTICLE V

The nationals of each of the High Contracting Parties in the exercise of the right of freedom of worship, within the territories of the other, as hereinabove provided, may, without annoyance or molestation of any kind by reason of their religious belief or otherwise, conduct services either within their own houses or within any appropriate buildings which they may be at liberty to erect and maintain in convenient situations, provided their teachings or practices are not contrary to public morals; and they may also be permitted to bury their dead according to their religious customs in suitable and convenient places established and maintained for the purpose, subject to the reasonable mortuary and sanitary laws and regulations of the place of burial.

ARTICLE VI

In the event of war between either High Contracting Party and a third State, such Party may draft for compulsory military service nationals of the other having a permanent residence within its territories and who have formally, according to its laws, declared an intention to adopt its nationality by naturalization, unless such individuals depart from the territories of said belligerent Party within sixty days after a declaration of war.

ARTICLE VII

Between the territories of the High Contracting Parties there shall be freedom of commerce and navigation. The nationals of each of the High Contracting Parties equally with those of the most favored nation, shall have liberty freely to come with their vessels and cargoes to all places, ports and waters of every kind within the territorial limits of the other which are or may be open to foreign commerce and

ARTICULO V

Los nacionales de cada una de las Altas Partes Contratantes pueden, en el ejercicio del derecho de libertad de cultos dentro de los territorios de la otra, como se provee anteriormente, y sin impedimentos ni molestias de ninguna clase a causa de sus creencias religiosas o de otra manera, practicar servicios del culto en sus domicilios o en cualquier edificio adecuado que ellos puedan construir y mantener en lugares convenientes, siempre que sus enseñanzas y prácticas no sean contrarias a la moral pública; y se les permitirá también enterrar a sus muertos de acuerdo con sus costumbres religiosas en lugares convenientes y adecuados, establecidos y mantenidos al efecto y sujetos a las leyes mortuorias y sanitarias y a los reglamentos relativos al lugar de enterramientos.

ARTICULO VI

En caso de guerra entre cualquiera de las Altas Partes Contratantes y un tercer Estado, dicha Parte puede hacer efectivo el servicio militar obligatorio a los nacionales de la otra que residan permanentemente en sus territorios y que, de acuerdo con sus leyes, hayan declarado formalmente la intención de adoptar su nacionalidad por naturalización, salvo que dichos individuos salgan de los territorios de dicha Parte beligerante dentro del término de sesenta días después de la declaración de guerra.

ARTICULO VII

Entre los territorios de las Altas Partes Contratantes, habrá libertad de comercio y navegación. Los nacionales de cada una de las Altas Partes Contratantes, al igual que aquellos de la nación más favorecida, tendrán plena libertad de llegar con sus barcos y carga a todos los lugares, puertos y aguas de toda clase en los límites territoriales de la otra que estén o puedan estar abiertos al comercio y navegación

Freedom of worship, etc.

Ante, p. 2818.

Compulsory military service in event of war, etc.

Mutual freedom of commerce and navigation.

Sanitary measures, etc. navigation. Nothing in this Treaty shall be construed to restrict the right of either High Contracting Party to impose, on such terms as it may see fit, prohibitions or restrictions of a sanitary character designed to protect human, animal, or plant life, or regulations for the enforcement of police or revenue laws.

Most favored nation treatment on imports. Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or conditions and no prohibition on the importation of any article, the growth, produce or manufacture, of the territories of the other than are or shall be imposed on the importation of any like article, the growth, produce or manufacture of any other foreign country.

No discrimination of export charges, etc. Each of the High Contracting Parties also binds itself unconditionally to impose no higher or other charges or other restrictions or prohibitions on goods exported to the territories of the other High Contracting Party than are imposed on goods exported to any other foreign country.

Extension of advantages given to any other foreign country. Any advantage of whatsoever kind which either High Contracting Party may extend to any article, the growth, produce, or manufacture of any other foreign country shall simultaneously and unconditionally, without request and without compensation, be extended to the like article the growth, produce or manufacture of the other High Contracting Party.

Equality of trade by vessels of either country. All articles which are or may be legally imported from foreign countries into ports of the United States or are or may be legally exported therefrom in vessels of the United States may likewise be imported into those ports or exported therefrom in Salvadorean vessels, without being liable to any other or higher duties or charges whatsoever than if such articles were imported or ex-

teriores. Ninguna disposición de este Tratado puede considerarse como restrictiva del derecho por parte de cualquiera de las Altas Partes Contratantes de imponer, en los términos que creyere conveniente, prohibiciones o restricciones de carácter sanitario destinadas a proteger la vida humana, animal o de plantas, o reglamentos para el cumplimiento de las leyes de policía o de aduana.

Cada una de las Altas Partes Contratantes se compromete incondicionalmente a no imponer mayores u otros derechos o condiciones, ni ninguna prohibición sobre la importación de cualquier artículo, cultivo, producción o manufactura de los territorios de la otra, que los que se impongan a la importación de artículos, cultivos, productos o manufacturas iguales de cualquier otro país extranjero.

Cada una de las Altas Partes Contratantes se compromete también incondicionalmente a no imponer a los artículos exportados a los territorios de la otra Alta Parte Contratante, otras ni mayores cargas, restricciones o prohibiciones que las establecidas sobre los artículos exportados a cualquier otro país extranjero.

Cualquier privilegio que una de las Altas Partes Contratantes pueda extender a favor de un artículo, cultivo, producto o manufactura de cualquier otro país extranjero, será extendido simultáneamente y de manera incondicional, sin solicitud y compensación, a los artículos, cultivos, productos o manufacturas iguales de la otra Alta Parte Contratante.

Todos los artículos que sean o puedan ser importados legalmente de países extranjeros a los puertos de los Estados Unidos o que sean o puedan ser exportados legalmente de ellos en barcos de los Estados Unidos, pueden ser importados en aquellos puertos o exportados de ellos en barcos salvadoreños, sin estar sujetos a distintos ni mayores impuestos o derechos que si tales artículos

ported in vessels of the United States; and, reciprocally, all articles which are or may be legally imported from foreign countries into the ports of Salvador or are or may be legally exported therefrom in Salvadorean vessels may likewise be imported into these ports or exported therefrom in vessels of the United States without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in Salvadorean vessels.

In the same manner there shall be perfect reciprocal equality in relation to the flags of the two countries with regard to bounties, drawbacks, and other privileges of this nature of whatever denomination which may be allowed in the territories of each of the High Contracting Parties, on goods imported or exported in national vessels so that such bounties, drawbacks and other privileges shall also and in like manner be allowed on goods imported or exported in vessels of the other country.

With respect to the amount and collection of duties on imports and exports of every kind, each of the two High Contracting Parties binds itself to give to the nationals, vessels and goods of the other the advantage of every favor, privilege or immunity which it shall have accorded to the nationals, vessels and goods of a third State, whether such favored State shall have been accorded such treatment gratuitously or in return for reciprocal compensatory treatment. Every such favor, privilege or immunity which shall hereafter be granted the nationals, vessels or goods of a third State shall simultaneously and unconditionally, without request and without compensation, be extended to the other High Contracting Party, for the benefit of itself, its nationals and vessels.

fueran importados o exportados en barcos de los Estados Unidos; y recíprocamente, todos los artículos que sean o puedan ser importados legalmente de países extranjeros a puertos de El Salvador o que sean o puedan ser exportados de ellos legalmente en barcos salvadoreños, pueden de igual manera ser importados a esos puertos o exportados de ellos en barcos de los Estados Unidos, sin estar sujetos a otros ni mayores derechos que si tales artículos fueran importados en barcos salvadoreños.

De la misma manera habrá perfecta reciprocidad tratándose de las banderas de ambos países, con respecto a subvenciones, reintegros de derechos y otros privilegios de igual naturaleza de cualquiera denominación que puedan ser concedidos en los territorios de cada una de las Altas Partes Contratantes a artículos importados o exportados en barcos nacionales, de tal suerte que esas subvenciones, reintegros de derechos y otros privilegios sean otorgados igualmente a las mercaderías importadas o exportadas en barcos del otro país.

Con respecto a la cantidad y cobro de los derechos e impuestos sobre importaciones y exportaciones de cualquier clase, cada una de las Altas Partes Contratantes se compromete a extender a los nacionales, barcos y mercaderías de la otra la ventaja de todo favor, privilegio o inmunidad que pueda ser acordada a los nacidos, barcos y mercaderías de un tercer Estado, ya fuere que a dicho Estado se conceda a ese tratamiento de modo gratuito o en reciprocidad de un tratamiento compensatorio. Todo favor privilegio o inmunidad de tal naturaleza que ulteriormente sea acordado a los nacionales, barcos y mercaderías de un tercer Estado; será extendido simultánea e incondicionalmente, sin solicitud ni compensación, a la otra Alta Parte Contratante, en favor de ella misma y de sus nacionales y embarcaciones.

Reciprocal equality of bounties, etc., on goods in national vessels.

Most favored nation treatment as to customs duties.

Exceptional treatment of commerce of United States with Cuba, dependencies, and Canal Zone.

Vol. 33, p. 2126.

Preference of Salvador to Central American, etc., States.

The stipulations of this Article do not extend to the treatment which is accorded by the United States to the commerce of Cuba under the provisions of the Commercial Convention concluded by the United States and Cuba on December 11, 1902, or any other commercial convention which hereafter may be concluded by the United States with Cuba, or to the commerce of the United States with any of its dependencies and the Panama Canal Zone under existing or future laws, or to the treatment which Salvador accords or may hereafter accord to the commerce of Costa Rica, Guatemala, Honduras, Nicaragua, and/or Panama, so long as any special treatment accorded to the commerce of those countries or any of them by Salvador is not accorded to any other country.

Las estipulaciones de este Artículo no se extienden al tratamiento acordado por los Estados Unidos al comercio de Cuba, de acuerdo con las provisiones de la Convención Comercial concluida entre los Estados Unidos y Cuba el 11 de diciembre de 1902, o de cualquier otro arreglo comercial que se concluyere ulteriormente entre los Estados Unidos y Cuba, o al comercio de los Estados Unidos con cualquiera de sus dependencias y la Zona del Canal de Panamá, en conformidad de las leyes existentes o futuras, o al tratamiento que El Salvador otorga o pueda otorgar más tarde al comercio de Costa Rica, Guatemala, Honduras, Nicaragua y de, o de Panamá siempre que cualquier tratamiento especial otorgado al comercio de esos países o a alguno de ellos por El Salvador no sea otorgado a algún otro país.

ARTICLE VIII

Equality of internal taxes, etc.

The nationals and merchandise of each High Contracting Party within the territories of the other shall receive the same treatment as nationals and merchandise of the country with regard to internal taxes, transit duties, charges in respect to warehousing and other facilities and the amount of drawbacks and bounties.

ARTICULO VIII

Los nacionales y mercaderías de cada una de Las Altas Partes Contratantes recibirán en los territorios de la otra el mismo tratamiento que los nacionales y mercaderías del país, en lo que se refiere a impuestos internos, derechos de tránsito, impuestos de almacenaje y otras facilidades y al valor de reintegros de derechos y subvenciones.

ARTICLE IX

Tonnage, port shipping, etc., charges to be equal.

No duties of tonnage, harbor, pilotage, lighthouse, quarantine, or other similar or corresponding duties or charges of whatever denomination, levied in the name or for the profit of the Government, public functionaries, private individuals, corporations or establishments of any kind shall be imposed in the ports of the territories of either country upon the vessels of the other, which shall not equally, under the same conditions, be imposed on national vessels. Such equality of treatment shall apply reciprocally to the vessels of the two countries respectively from what-

ARTICULO IX

Ningún impuesto de tonelaje, puerto, pilotaje, faro, cuarentena u otros impuestos o gravámenes similares o correspondientes de cualquiera denominación, percibidos en nombre o para beneficio del Gobierno; de funcionarios públicos, personas privadas, corporaciones o establecimientos de cualquiera naturaleza, serán exigidos en los puertos de los territorios de uno de los países a los barcos del otro, que no sean exigidos también en igualdad de condiciones á los barcos nacionales. Esta igualdad de tratamiento se aplicará recíproca y respectivamente a los barcos de

ever place they may arrive and whatever may be their place of destination.

ARTICLE X

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties, and carrying the papers required by its national laws in proof of nationality shall, both within the territorial waters of the other High Contracting Party and on the high seas, be deemed to be the vessels of the party whose flag is flown.

ARTICLE XI

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties shall be permitted to discharge portions of cargoes at any port open to foreign commerce in the territories of the other High Contracting Party, and to proceed with the remaining portions of such cargoes to any other ports of the same territories open to foreign commerce, without paying other or higher tonnage dues or port charges in such cases than would be paid by national vessels in like circumstances, and they shall be permitted to load in like manner at different ports in the same voyage outward, provided, however, that the coasting trade of the High Contracting Parties is exempt from the provisions of this article and from the other provisions of this Treaty, and is to be regulated according to the laws of each High Contracting Party in relation thereto. It is agreed, however, that the vessels of either High Contracting Party shall within the territories of the other enjoy with respect to the coasting trade the most favored nation treatment, excepting that special treatment with respect to the coasting trade of Salvador may be granted by Salvador on condition of reciprocity to vessels of Costa Rica, Guatemala, Honduras, Nicaragua,

los dos países, de cualquiera parte que procedan y cualquiera que sea el lugar a donde se dirijan.

ARTICULO X

Los barcos mercantes y otras embarcaciones particulares bajo la bandera de cualquiera de las Altas Partes Contratantes y que llevaren los documentos requeridos por las leyes nacionales de su país como prueba de nacionalidad, serán considerados en las aguas territoriales de la otra Alta Parte Contratante y en alta mar, como barcos de la Parte cuya bandera tuvieren izada.

Nationality of privately owned vessels recognized.

ARTICULO XI

Los barcos mercantes y otras embarcaciones particulares bajo la bandera de cualquiera de las Altas Partes Contratantes, podrán dejar parte de su cargamento en cualquier puerto abierto al comercio exterior en los territorios de la otra Alta Parte Contratante, siguiendo con el resto de tales cargamentos a cualquier otro puerto de los mismos territorios abiertos al comercio exterior, sin pagar otros ni mayores derechos de tonelaje o de puerto, que los que en igual caso pagarían los barcos nacionales; y estarán facultados asimismo para tomar carga de la misma manera en puertos diferentes en un mismo viaje, pero se conviene sin embargo que el comercio costero de las Altas Partes Contratantes está excluído de las provisiones de este artículo y de las otras de este Tratado, y sujeto a las reglamentaciones que establezcan en la materia las leyes de cada una de las Altas Partes Contratantes. Sin embargo, los barcos de cualquiera de las Altas Partes Contratantes gozarán en los territorios de la otra con respecto al comercio costero, el tratamiento de nación más favorecida, salvo que El Salvador conceda tratamiento especial con respecto al comercio de cabotaje de El Salvador, en condición de reciprocidad a los barcos de Costa Rica, Guatemala, Honduras, Nicaragua

Discharge of cargoes at open ports.

Post, p. 2827.

Coasting trade, etc., exception.

Most favored nation treatment agreed upon.

Special treatment allowed.

Salvador with Costa Rica, etc.

and/or Panama, so long as such special treatment is not accorded to vessels of any other country.

y de, o de Panamá, siempre que dicho tratamiento especial no se conceda a barcos de cualquier otro país.

ARTICLE XII

Corporations, etc., organized in either country may conduct their business in the other.

Limited liability and other corporations and associations, whether or not for pecuniary profit, which have been or may hereafter be organized in accordance with and under the laws, National, State or Provincial, of either High Contracting Party and maintain a central office within the territories thereof, shall have their juridical status recognized by the other High Contracting Party provided that they pursue no aims within its territories contrary to its laws. They shall enjoy free access to the courts of law and equity, on conforming to the laws regulating the matter, as well for the prosecution as for the defense of rights in all the degrees of jurisdiction established by law.

Right to establish branches.

The right of such corporations and associations of either High Contracting Party so recognized by the other to establish themselves within its territories, establish branch offices and fulfill their functions therein shall depend upon, and be governed solely by, the consent of such Party as expressed in its National, State, or Provincial laws. If such consent be given on the condition of reciprocity, the condition shall be deemed to relate to the provisions of the laws, National, State, or Provincial, under which the foreign corporation or association desiring to exercise such rights is organized.

ARTICLE XIII

Nationals of either country may organize corporations or associations in the other.

The nationals of either High Contracting Party shall enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be ac-

ARTICULO XII

Compañías de responsabilidad limitada y otras corporaciones y asociaciones, ya tengan o no objeto pecuniario, que hayan sido o pudieren ser organizadas de acuerdo con las leyes nacionales o de algún estado o provincia, de cualquiera de las Altas Partes Contratantes, y que, mantengan una oficina central en sus territorios, deberán ser reconocidos en su personalidad jurídica por la otra Alta Parte Contratante, siempre que no persigan en sus territorios fines contrarios a sus leyes. Gozarán de libre acceso a los tribunales de justicia y equidad, tanto para la prosecución como para la defensa de sus derechos en todas las instancias de derecho que la ley establezca, con tal que para estos efectos se sujeten a las leyes que reglamenten la materia.

El derecho de tales corporaciones y asociaciones de cualquiera de las Altas Partes Contratantes así reconocidas por la otra, de establecerse en sus territorios, fundar oficinas sucursales y ejercer sus funciones, dependerá del, y estará regido exclusivamente por el consentimiento de dicha Parte dado de acuerdo con sus leyes nacionales, o de alguno de sus estados o provincias. Si ese consentimiento fuere dado a condición de reciprocidad, se considerará ésta dependiente de las provisiones de las leyes nacionales o de alguno de sus estados o provincias, bajo las cuales estuviere organizada la corporación o asociación extranjera que desee ejercer tales derechos.

ARTICULO XIII

Los nacionales de cualquiera de las Altas Partes Contratantes gozarán en los territorios de la otra recíprocamente y al cumplir con las condiciones que en esto se exijan, de todos los derechos y privilegios otorgados o que en lo

corded the nationals of any other State with respect to the organization of and participation in limited liability and other corporations and associations, for pecuniary profit or otherwise, including the rights of promotion, incorporation, purchase and ownership and sale of shares and the holding of executive or official positions therein. In the exercise of the foregoing rights and with respect to the regulation or procedure concerning the organization or conduct of such corporations or associations, such nationals shall be subjected to no condition less favorable than those which have been or may hereafter be imposed upon the nationals of the most favored nation. The rights of any of such corporations or associations as may be organized or controlled or participated in by the nationals of either High Contracting Party within the territories of the other to exercise any of their functions therein, shall be governed by the laws and regulations, National, State or Provincial, which are in force or may hereafter be established within the territories of the Party wherein they propose to engage in business.

The nationals of either High Contracting Party shall, moreover, enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain of the other.

ARTICLE XIV

There shall be complete freedom of transit through the territories including territorial waters of each High Contracting Party on the routes most convenient for international transit, by rail,

futuro se otorguen a los nacionales de otro Estado, respecto a la organización de y participación en compañías de responsabilidad limitada y otras corporaciones y asociaciones que tengan objeto pecunario o de otra índole, incluyendo los derechos de promover negocios en participación, de incorporación, compra y pertenencia y venta de acciones y de desempeñar puestos directivos u oficiales en aquellas. En el ejercicio de los mencionados derechos y con respecto al reglamento o procedimiento referente a la organización y funcionamiento de tales corporaciones o asociaciones, los nacionales de cada una de las Partes no estarán sujetos a ninguna condición menos favorable que aquellas impuestas o que en lo futuro se impongan a los nacionales de la nación más favorecida. Los derechos de cualquiera de esas corporaciones o asociaciones, que sean organizadas, controladas o en que tomen parte los nacionales de cualquiera de las Altas Partes Contratantes, en los territorios de la otra, con objeto de desarrollar cualquiera de sus actividades, estarán sujetos a las leyes y reglamentos nacionales o del estado o provincia, que estuvieren en vigor o se emitieren ulteriormente en el territorio de la Parte en donde se propongan emprender negocio.

Los nacionales de cualquiera de las Altas Partes Contratantes gozarán además, en los territorios de la otra, reciprocamente y siempre que cumplan las condiciones en éstos establecidas, de todos los derechos y privilegios que hubieren sido o puedan ser acordados a los nacionales de otro Estado, en lo que se refiere a minas de carbón, fosfato, petróleo, piedras petrolíferas, gas y sodio en los dominios públicos de la otra.

ARTICULO XIV

Habrà completa libertad de tránsito por los territorios de cada una de las Altas Partes Contratantes, incluyendo sus aguas territoriales, por las vías más convenientes al tránsito in-

Reciprocal enjoyment of mining privileges.

Freedom of international transit.

Panama Canal, etc.,
excepted.

navigable waterway, and canal, other than the Panama Canal and waterways and canals which constitute international boundaries, to persons and goods coming from or going through the territories of the other High Contracting Party, except such persons as may be forbidden admission into its territories or goods of which the importation may be prohibited by law. Persons and goods in transit shall not be subjected to any transit duty, or to any unnecessary delays or restrictions, and shall be given national treatment as regards charges, facilities, and all other matters.

Transit provisions.

Customs entries.

Goods in transit must be entered at the proper custom house, but they shall be exempt from all customs or other similar duties.

Transit transportation charges.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic.

Reception of consular officers.

Each of the High Contracting Parties agrees to receive from the other, consular officers in those of its ports, places and cities, where it may be convenient and which are open to consular representatives of any foreign country.

Enjoyment of rights, etc., accorded most favored nation.

Consular officers of each of the High Contracting Parties shall after entering upon their duties, enjoy reciprocally in the territories of the other all the rights, privileges, exemptions and immunities which are enjoyed by officers of the same grade of the most favored nation. As official agents such officers shall be entitled to the high consideration of all officials, national or local, with whom they have official intercourse in the state which receives them.

ternacional, ya sea por via férrea, rutas navegables y canales, excluyendo el Canal de Panamá y las rutas navegables y canales que constituyan límites internacionales, en favor de las personas y artículos procedentes de o con destino a los territorios de la otra Alta Parte Contratante, excepción hecha de aquellas personas cuya admisión puede negar en sus territorios o de aquellas mercancías cuya importación puede prohibir la ley. Las personas y artículos en tránsito no estarán sujetos a ningún derecho de tránsito ni a dilaciones o restricciones innecesarias y gozarán de tratamiento nacional con respecto a impuestos, facilidades y toda otra materia.

Los artículos en tránsito deberán pasar por la aduana correspondiente, pero estarán exentos de derechos aduaneros u otros similares.

Todos los impuestos que se establezcan sobre el transporte en tránsito serán razonables, tomando en cuenta las condiciones del tráfico.

ARTICLE XV

ARTICULO XV

Cada una de las Altas Partes Contratantes conviene en recibir de la otra, funcionarios consulares en aquellos de sus puertos, lugares y ciudades donde fuere conveniente y que estuvieren abiertos a representantes consulares de cualquier otro país extranjero.

Los funcionarios consulares de cada una de las Altas Partes Contratantes gozarán al entrar en el ejercicio de sus funciones, recíprocamente en los territorios de la otra, de todos los derechos, privilegios, excenciones e inmunidades de que gozaren los funcionarios de igual categoría de la nación más favorecida. En su carácter de agentes oficiales, tendrán derecho a la alta consideración de todos los funcionarios nacionales o locales, con quienes tuvieren intercambio oficial de relaciones en el estado que los recibe.

The Governments of each of the High Contracting Parties shall furnish free of charge the necessary exequatur of such consular officers of the other as present a regular commission signed by the chief executive of the appointing state and under its great seal; and they shall issue to a subordinate or substitute consular officer duly appointed by an accepted superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of the respective countries shall be requisite for the exercise by the appointee of the consular function. On the exhibition of an exequatur, or other document issued in lieu thereof to such subordinate, such consular officer shall be permitted to enter upon his duties and to enjoy the rights, privileges and immunities granted by this Treaty.

ARTICLE XVI

Consular officers, nationals of the state by which they are appointed, shall be exempt from arrest except when charged with the commission of offenses locally designated as crimes other than misdemeanors and subjecting the individual guilty thereof to punishment. Such officers shall be exempt from military billetings, and from service of any military or naval, administrative or police character whatsoever.

In criminal cases the attendance at the trial by a consular officer as a witness may be demanded by the prosecution or defence. The demand shall be made with all possible regard for the consular dignity and the duties of the office; and there shall be compliance on the part of the consular officer.

Consular officers shall be subject to the jurisdiction of the courts in the state which receives

Los Gobiernos de cada una de las Altas Partes Contratantes extenderán libre de derechos el exequátur correspondiente de los agentes consulares de la otra, a la presentación de la patente consular en forma, firmada por el Jefe del Ejecutivo del Estado que los nombrare y sellado con el Sello Mayor; y extenderán también a un subordinado u oficial consular suplente debidamente nombrado por un cónsul superior acreditado en el país y con la aprobación de su Gobierno, o por otro funcionario competente de ese Gobierno, los documentos que de acuerdo con las leyes de los respectivos países llenen los requisitos para el ejercicio de su función consular. A la presentación de un exequátur u otro documento que haga sus veces, extendido a favor de dicho subordinado, el oficial consular podrá entrar en el ejercicio de sus funciones y gozar de los derechos, privilegios e inmunidades acordadas en este Tratado.

ARTICULO XVI

Los funcionarios consulares, nacionales del Estado que los nombra, estarán exentos de ser arrestados salvo cuando fueren enjuiciados por la comisión de ofensas que localmente se designen como delitos, que no sean una falta, y que sujeten la culpabilidad individual consiguiente a una pena. Dichos funcionarios estarán libres de ser gravados con acuartelamientos militares y de cualquier servicio de carácter militar o naval, administrativo o de policía.

En los asuntos criminales, puede ser solicitada la presencia de un funcionario consular como testigo en el juicio, tanto por la acusación como por la defensa. La citación se hará con toda la posible consideración debida a la dignidad consular y al funcionamiento de la oficina; y el funcionario consular deberá atenderla por su parte.

Los funcionarios consulares estarán sujetos en casos civiles a la jurisdicción de los tribunales

Exequaturs to issue.

Consuls exempt from arrest, etc.

Testimony of, in criminal cases.

Jurisdiction of courts in civil cases.

them in civil cases, subject to the proviso, however, that when the officer is a national of the state which appoints him and is engaged in no private occupation for gain, his testimony shall be taken orally or in writing at his residence or office and with due regard for his convenience. The officer should, however, voluntarily give his testimony at the trial whenever it is possible to do so without serious interference with his official duties.

ARTICLE XVII

Personal property tax exemption.

Consular officers, including employees in a consulate, nationals of the State by which they are appointed other than those engaged in private occupations for gain within the State where they exercise their functions shall be exempt from all taxes, National, State, Provincial and Municipal, levied upon their persons or upon their property, except taxes levied on account of the possession or ownership of immovable property situated in, or income derived from property of any kind situated or belonging within the territories of the State within which they exercise their functions. All consular officers and employees, nationals of the State appointing them shall be exempt from the payment of taxes on the salary, fees or wages received by them in compensation for their consular services.

Real property used for governmental purposes.

Lands and buildings situated in the territories of either High Contracting Party, of which the other High Contracting Party is the legal or equitable owner and which are used exclusively for governmental purposes by that owner, shall be exempt from taxation of every kind, National, State, Provincial and Municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

del Estado que los reciba, bajo el requisito sin embargo, de que, si el funcionario es nacional del Estado que lo nombra y no se dedica a alguna ocupación de lucro privado, su declaración será tomada oralmente o por escrito en su residencia o oficina y con las debidas consideraciones a su conveniencia. Sin embargo, el funcionario debe dar su declaración voluntariamente ante el tribunal, siempre que le sea posible hacerlo sin perjuicio serio para sus ocupaciones oficiales.

ARTICULO XVII

Los funcionarios consulares, incluyendo los empleados de un consulado, nacionales del Estado que los nombra y que no se dedican a ocupación de lucro privado en el Estado donde ejercen sus funciones, estarán exentos de todo impuesto, nacional, del Estado, provincia o municipalidad, sobre sus personas o bienes, exceptuando impuestos que graven la posesión o propiedad de bienes inmuebles radicados en, o la renta derivada de bienes de cualquiera clase situados o que les pertenezcan en los territorios del Estado en que ejercen sus funciones. Todos los funcionarios consulares y sus empleados, nacionales del Estado que los nombra, estarán exentos del pago de impuestos sobre sus sueldos, derechos o salarios que reciban en compensación de sus servicios consulares.

Los terrenos y edificios situados en los territorios de cualquiera de las Altas Partes Contratantes, de los cuales sea propietario legal o de buena fé la otra Alta Parte Contratante y que fueran usados exclusivamente por ese propietario para necesidades gubernamentales, estarán exentos de impuestos de toda clase, nacionales, del estado, provincia o municipales, que no sean retribuciones recaudadas por servicios o mejoras locales públicas con las que las propiedades mencionadas se beneficien.

ARTICLE XVIII

Consular officers may place over the outer door of their respective offices the arms of their State with an appropriate inscription designating the official office. Such officers may also hoist the flag of their country on their offices including those situated in the capitals of the two countries. They may likewise hoist such flag over any boat or vessel employed in the exercise of the consular function.

The consular offices and archives shall at all times be inviolable. They shall under no circumstances be subjected to invasion by any authorities of any character within the country where such offices are located. Nor shall the authorities under any pretext make any examination or seizure of papers or other property deposited within a consular office. Consular offices shall not be used as places of asylum. No consular officers shall be required to produce official archives in court or testify as to their contents.

Upon the death, incapacity, or absence of a consular officer having no subordinate consular officer at his post, secretaries or chancellors, whose official character may have previously been made known to the government of the State where the consular function was exercised, may temporarily exercise the consular function of the deceased or incapacitated or absent consular officer; and while so acting shall enjoy all the rights, prerogatives and immunities granted to the incumbent.

ARTICLE XIX

Consular officers of either High Contracting Party may, within their respective consular districts, address the authorities, National, State, Provincial or Municipal, for the purpose of protecting the nationals of the State by which

ARTICULO XVIII

Los funcionarios consulares pueden colocar en la puerta exterior de sus respectivas oficinas el escudo de su país con la leyenda correspondiente indicadora de la oficina oficial. Esos mismos funcionarios podrán también izar la bandera de su país en sus oficinas, incluyendo a aquellas establecidas en las capitales de uno u otro país. Pueden igualmente izar la bandera en cualquier buque o embarcación empleada en el ejercicio de su función consular.

Arms and flag at consulates.

Las oficinas y archivos consulares serán en todo tiempo inviolables. Por ninguna circunstancia estarán sujetos a allanamiento por parte de ninguna autoridad de cualquier carácter que sea del país en que estén establecidos. Tampoco podrán las autoridades, con ningún pretexto, efectuar ningún examen o secuestro de documentos u otros efectos depositados en las oficinas consulares. Los consulados no serán usados como lugares de asilo. No se exigirá a los funcionarios consulares la exhibición de sus archivos oficiales en los tribunales ni prestar declaraciones acerca de su contenido.

Inviolability of offices and archives.

Al ocurrir el fallecimiento, la incapacidad o ausencia de un funcionario consular que carezca de un oficial consular subordinado en su oficina, los secretarios o cancilleres, cuyo carácter oficial haya podido ser comunicado previamente al Gobierno del Estado donde se ejercía la función consular, pueden desempeñar temporalmente las funciones consulares del fallecido, incapacitado o ausente, y durante el tiempo que así actuaren gozarán de todos los derechos, prerogativas e inmunidades acordadas al titular.

Ad interim officers. Recognition of, etc.

ARTICULO XIX

Los funcionarios consulares de cualquiera de las Altas Partes Contratantes, podrán, dentro de sus respectivos distritos consulares, dirigirse a las autoridades nacionales o de alguno de los estados o provincias, o munici-

Communications with officials for protecting countrymen of consuls.

they are appointed in the enjoyment of their rights accruing by treaty or otherwise. Complaint may be made for the infraction of those rights. Failure upon the part of the proper authorities to grant redress or to accord protection may justify interposition through the diplomatic channel, and in the absence of a diplomatic representative, a consul general or the consular officer stationed at the capital may apply directly to the government of the country.

ARTICLE XX

Consular officers may, in pursuance of the laws of their own country, take, at any appropriate place within their respective districts, the depositions of any occupants of vessels of their own country, or of any national of, or of any person having permanent residence within the territories of, their own country. Such officers may draw up, attest, certify and authenticate unilateral acts, deeds, and testamentary dispositions of their countrymen, and also contracts to which a countryman is a party. They may draw up, attest, certify and authenticate written instruments of any kind purporting to express or embody the conveyance or encumbrance of property of any kind within the territory of the State by which such officers are appointed, and unilateral acts, deeds, testamentary dispositions and contracts relating to property situated, or business to be transacted within, the territories of the State by which they are appointed, embracing unilateral acts, deeds, testamentary dispositions or agreements executed solely by nationals of the State within which such officers exercise their functions.

Notarial acts, etc.,
by consular officers.

Depositions, etc.

Post, p. 2839.

pales, con el fin de proteger a los nacionales del Estado que los ha nombrado, en el goce de sus derechos provenientes de tratado o de otra manera. Podrán presentarse en queja por la infracción de esos derechos. La falta de parte de las autoridades correspondientes en hacer justicia o en otorgar la protección, podrá justificar la mediación de la vía diplomática, y en defecto de un representante diplomático, podrá un cónsul general o el funcionario consular de la capital, dirigirse directamente al Gobierno del Estado.

ARTICULO XX

Los funcionarios consulares pueden, en cumplimiento de las leyes de su país y en cualquier lugar conveniente dentro de sus respectivos distritos, tomar las declaraciones de cualesquiera ocupantes de barcos de su país, de cualquier nacional o de cualquiera persona que tenga una residencia permanente en los territorios de su país. Esos mismos funcionarios podrán extender, autorizar, certificar y autenticar documentos unilaterales, traspasos de inmuebles y disposiciones testamentarias de sus connacionales, y también contratos en los que fuere parte un connacional. Podrán extender, otorgar, certificar y autenticar instrumentos escritos de toda clase que impliquen la manifestación o encierren la transferencia o el gravamen de bienes de cualquiera clase dentro de los territorios del Estado que ha nombrado a esos funcionarios, y documentos unilaterales, traspasos de inmuebles, disposiciones testamentarias y contratos referentes a bienes situados o a negocios que deban efectuarse en los territorios del Estado que los ha nombrado, inclusive documentos unilaterales, traspasos de inmuebles, disposiciones testamentarias o convenios concluidos únicamente por nacionales del Estado donde dichos funcionarios consulares ejerzan sus funciones.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated under his official seal by the consular officer shall be received as evidence in the territories of the High Contracting Parties as original documents or authenticated copies, as the case may be, and shall have the same force and effect as if drawn by and executed before a notary or other public officer duly authorized in the country by which the consular officer was appointed; provided, always that such documents shall have been drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

ARTICLE XXI

A consular officer shall have exclusive jurisdiction over controversies arising out of the internal order of private vessels of his country, and shall alone exercise jurisdiction in cases, wherever arising, between officers and crews, pertaining to the enforcement of discipline on board, provided the vessel and the persons charged with wrongdoing shall have entered a port within his consular district. Such an officer shall also have jurisdiction over issues concerning the adjustment of wages and the execution of contracts relating thereto provided the local laws so permit.

When an act committed on board of a private vessel under the flag of the State by which the consular officer has been appointed and within the territorial waters of the State to which he has been appointed constitutes a crime according to the laws of that State, subjecting the person guilty thereof to punishment as a criminal, the consular officer shall not exercise jurisdiction except in so far as he is permitted to do so by the local law.

A consular officer may freely invoke the assistance of the local police authorities in any matter

Los instrumentos y documentos así otorgados y sus copias y traducciones debidamente autenticadas y selladas por el funcionario consular, serán aceptados como prueba en los territorios de las Altas Partes Contratantes, como documentos originales o testimonios autenticados, según los casos, y tendrán el mismo efecto y fuerza que si hubieren sido extendidos por y otorgados ante un notario u otro funcionario público debidamente autorizado en el país que hubiere nombrado al funcionario consular, siempre que esos documentos hayan sido extendidos y otorgados en conformidad con las leyes y reglamentos del país donde deban surtir efectos.

Effect of consular authentications.

ARTICULO XXI

Un funcionario consular tendrá jurisdicción exclusiva en las disputas que surjan del orden interno de barcos particulares de su país y ejercerá él solo jurisdicción cuando éstas ocurran entre oficiales y tripulantes por el mantenimiento de la disciplina a bordo, con tal que el barco y las personas acusadas de falta toquen un puerto dentro de su jurisdicción consular. Tal funcionario tendrá también jurisdicción sobre cuestiones referentes a sueldos y al cumplimiento de contratos en la materia, si así lo permiten las leyes locales.

Consular jurisdiction in ship, etc., controversies.

Wages, contracts, etc.

Cuando un acto cometido a bordo de un barco particular bajo la bandera del Estado que nombrare al funcionario consular y en aguas territoriales del Estado ante el que estuviere acreditado, constituya un delito según las leyes de ese Estado que haga incurrir al culpable en una pena como criminal, el funcionario consular no ejercerá jurisdicción salvo cuando las leyes locales lo permitan.

Crimes in territorial waters.

Un funcionario consular puede invocar con toda libertad la ayuda de las autoridades locales

Aid of local police to maintain order aboard ship.

pertaining to the maintenance of internal order on board of a vessel under the flag of his country within the territorial waters of the State to which he is appointed, and upon such a request the requisite assistance shall be given.

Appearance of consul before judicial authorities.

A consular officer may appear with the officers and crews of vessels under the flag of his country before the judicial authorities of the State to which he is appointed to render assistance as an interpreter or agent.

ARTICLE XXII

Notice of death in one country of a national of the other.

In case of the death of a national of either High Contracting Party in the territory of the other without having in the territory of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the State of which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

Provisional holding of intestate property.

In case of the death of a national of either of the High Contracting Parties without will or testament, in the territory of the other High Contracting Party, the consular officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such consular officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

de policía, en todo asunto referente al mantenimiento del orden interior a bordo de un barco bajo la bandera de su país en aguas territoriales del Estado ante el que estuviere acreditado, y ante ese requerimiento se deberá extender la ayuda necesaria.

Un funcionario consular puede presentarse con la oficialidad y tripulación de barcos bajo la bandera de su país, ante las autoridades judiciales del Estado cerca del que estuviere acreditado, a prestarles su asistencia como intérprete o agente.

ARTICULO XXII

En caso de fallecimiento de un nacional de cualquiera de las Altas Partes Contratantes en el territorio de la otra, sin dejar en dicho territorio ningún heredero conocido o ejecutor testamentario nombrado por él, las autoridades locales competentes informarán inmediatamente de la defunción al funcionario consular más próximo del Estado de donde fuere nacional el fallecido, a fin de que sea transmitida la necesaria información a las partes interesadas.

En caso de que falleciere sin testar un nacional de cualquiera de las Altas Partes Contratantes, en el territorio de la otra Alta Parte Contratante, el funcionario consular del Estado de donde fuere nacional el fallecido y en cuya jurisdicción haya tenido éste su residencia al momento de su muerte, se considerará calificado para encargarse de los bienes dejados por el fallecido, para la preservación y protección de los mismos, en cuanto lo permitan las leyes, mientras penda el nombramiento de un administrador y hasta que no sea extendido mandato de administración. Tal funcionario consular tendrá derecho a ser nombrado administrador por un tribunal u otro ministerio que controle la administración de los bienes herenciales, siempre que así lo permitan las leyes del lugar donde es administrada la herencia.

Whenever a consular officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

ARTICLE XXIII

A consular officer of either High Contracting Party may in behalf of his non-resident countrymen receipt for their distributive shares derived from estates in process of probate or accruing under the provisions of so-called Workmen's Compensation Laws or other like statutes provided he remit any funds so received through the appropriate agencies of his Government to the proper distributees, and provided further that he furnish to the authority or agency making distribution through him reasonable evidence of such remission.

ARTICLE XXIV

A consular officer of either High Contracting Party shall have the right to inspect within the ports of the other High Contracting Party within his consular district, the private vessels of any flag destined or about to clear for ports of the country appointing him in order to observe the sanitary conditions and measures taken on board such vessels, and to be enabled thereby to execute intelligently bills of health and other documents required by the laws of his country, and to inform his Government concerning the extent to which its sanitary regulations have been observed at ports of departure by vessels destined to its ports, with a view to facilitating entry of such vessels therein.

En caso de que un funcionario consular aceptare el cargo de administrador de la herencia de un connacional fallecido, quedará sujeto como tal a la jurisdicción del tribunal o ministerio que lo nombrare para todos los fines necesarios y en la misma medida que un nacional del país en el cual está acreditado.

Status of consular officer as administrator.

ARTICULO XXIII

Un funcionario consular de cualquiera de las Altas Partes Contratantes puede en interés de sus connacionales no residentes extender por ellos recibo por sus participaciones distributivas procedentes de herencias bajo juicio testamentario o que les sean deferidas conforme a las provisiones de las llamadas Leyes de Compensación de Obreros u otros estatutos parecidos, con tal que los fondos así recibidos los remita por medio de los ministerios correspondientes de su Gobierno a los propios partícipes, y con tal que además, suministre a la autoridad o al ministerio que por medio de él realiza la distribución la prueba aceptable de la remisión.

Handling funds for nonresident countrymen.

ARTICULO XXIV

Un funcionario consular de cualquiera de las Altas Partes Contratantes tendrá derecho a inspeccionar en los puertos de la otra Alta Parte Contratante, dentro de su jurisdicción consular, los barcos particulares de cualquiera bandera cuyo destino es o que están para salir para puertos del país que le hubiere nombrado, con objeto de observar las condiciones de sanidad y medidas tomadas a bordo de dichos barcos, y estar así capacitado para extender con conocimiento de causa certificados de sanidad y otros documentos requeridos por las leyes de su país, así como para informar a su Gobierno con respecto a la medida en que hubieren sido observados sus reglamentos sanitarios en los puertos de partida, por buques destinados a sus puertos, a fin de facilitar la entrada a ellos de dichos barcos.

Inspection, etc., of vessels clearing, etc., for home ports of consul.

ARTICLE XXV

Free entry of office supplies, etc., and personal property of consuls.

Each of the High Contracting Parties agrees to permit the entry free of all duty and without examination of any kind, of all furniture, equipment and supplies intended for official use in the consular offices of the other, and to extend to such consular officers of the other and their families and suites as are its nationals, the privilege of entry free of duty of their baggage and all other personal property, whether accompanying the officer to his post or imported at any time during his incumbency thereof; provided, nevertheless, that no article, the importation of which is prohibited by the law of either of the High Contracting Parties, may be brought into its territories.

Prohibited articles.

Limitation, if consul in private business.

It is understood, however, that this privilege shall not be extended to consular officers who are engaged in any private occupation for gain in the countries to which they are accredited, save with respect to governmental supplies.

ARTICLE XXVI

Salvage of ship-wrecked vessels.

All proceedings relative to the salvage of vessels of either High Contracting Party wrecked upon the coasts of the other shall be directed by the consular officer of the country to which the vessel belongs and within whose district the wreck may have occurred. Pending the arrival of such officer, who shall be immediately informed of the occurrence, the local authorities shall take all necessary measures for the protection of persons and the preservation of wrecked property. The local authorities shall not otherwise interfere than for the maintenance of order, the protection of the interests of the salvors, if these do not belong to the crews that have been wrecked and to carry into effect the arrangements made for the entry

ARTICULO XXV

Cada una de las Altas Partes Contratantes conviene en permitir la entrada libre de todo impuesto y sin registro de ningún género, de toda clase de muebles, equipos y provisiones destinados a uso oficial de las oficinas consulares de la otra, y otorgar a los funcionarios consulares de la otra y a sus familias y séquito que sean nacionales suyos, el privilegio de libre introducción de sus equipajes y de toda otra pertenencia personal, ya sea que acompañen al cónsul a su destino o fueren importados en cualquier tiempo durante el desempeño del mismo; con tal que, sin embargo, ningún artículo cuya importación estuviere prohibida por las leyes de cualquiera de las Altas Partes Contratantes, pueda ser introducido en sus territorios.

Queda entendido, sin embargo, que este privilegio no se otorgará a los funcionarios consulares que tuvieren una ocupación particular para obtener ganancias en los países donde fueren acreditados, excepto tratándose de provisiones de su gobierno.

ARTICULO XXVI

Todas las diligencias relacionadas con el salvamento de buques de cualquiera de las Altas Partes Contratantes que naufragare en las costas de la otra, serán dirigidas por el funcionario consular del país a quien el barco perteneciere y en cuya jurisdicción ocurriera el naufragio. En espera de la llegada de dicho funcionario, que será informado inmediatamente de lo ocurrido, las autoridades locales tomarán las medidas necesarias para la protección de las personas y preservación de la propiedad náufraga. Fuera de eso, las autoridades locales no intervendrán sino en el mantenimiento del orden, protección de los intereses de los salvadores si éstos no pertenecen a la tripulación que hubiere naufragado y para llevar a efecto los arreglos

or exportation of the merchandise saved. It is understood that such merchandise, although not exempt from the usual warehouse charges for storage and expenses, is not to be subjected to any custom house charges, unless it be intended for consumption in the country where the wreck may have taken place.

The intervention of the local authorities in these different cases shall occasion no expense of any kind, except such as may be caused by the operations of salvage and the preservation of the goods saved, together with such as would be incurred under similar circumstances by vessels of the nation.

ARTICLE XXVII

Subject to any limitation or exception hereinabove set forth, or hereafter to be agreed upon, the territories of the High Contracting Parties to which the provisions of this Treaty extend shall be understood to comprise all areas of land, water, and air over which the Parties respectively claim and exercise dominion as sovereign thereof, except the Panama Canal Zone.

ARTICLE XXVIII

Except as provided in the third paragraph of this Article the present Treaty shall remain in full force for the term of ten years from the date of the exchange of ratifications, on which date it shall begin to take effect in all of its provisions.

If within one year before the expiration of the aforesaid period of ten years neither High Contracting Party notifies to the other an intention of modifying by change or omission, any of the provisions of any of the articles in this Treaty or of terminating it upon the expiration of the aforesaid period, the Treaty shall remain in full force and effect after the aforesaid period and until one year from such a time as either of

hechos para la introducción o exportación de la mercancía salvada. Es entendido que tales mercancías, aunque no exentas de los derechos por almacenaje y gastos de costumbre, no quedan sujetas a ningún impuesto aduanero, a menos que se destinen al consumo del país en donde el naufragio hubiere tenido lugar.

La intervención de las autoridades locales en esos diferentes casos no ocasionará gastos de ninguna clase, salvo los ocasionados en las operaciones de salvamento y preservación de las mercaderías salvadas y los que estarían en circunstancias similares a cargo de los barcos de la nación.

ARTICULO XXVII

Con las limitaciones o excepciones expresadas anteriormente en este convenio o que después se convengan, los territorios de las Altas Partes Contratantes a los que se extiendan las estipulaciones de este tratado se entenderá que comprenden todas las extensiones de tierra, aguas y aire sobre las cuales las Partes respectivamente pretendan y ejerzan dominio como soberanas de ellas, exceptuándose la Zona del Canal de Panamá.

ARTICULO XXVIII

Salvo lo previsto en el tercer párrafo de este Artículo, el presente tratado tendrá pleno vigor por un término de diez años a partir de la fecha del cambio de las ratificaciones, en que comenzará a ser efectivo en todas sus disposiciones.

Si en el término de un año antes de la expiración del período de diez años, ninguna de las Altas Partes Contratantes notificare a la otra su intención de modificar por alteración u omisión alguno de los artículos de este tratado, o de darlo por terminado después de ese período, el tratado quedará en pleno vigor y efecto después de ese período y hasta un año después del tiempo respectivo en que cualquiera de las Altas Partes Con-

Saved merchandise exempt from customs charges.

Exception.

Local intervention limited.

Areas embraced by this Treaty.

Terms of duration. Post, p. 2838.

Continuance.

the High Contracting Parties shall have notified to the other an intention of modifying or terminating the Treaty.

Limitation of provisions relating to imports and shipping.
Ante, pp. 2822, 2824, 2825.

The fifth and sixth paragraphs of Article VII and Articles IX and XI shall remain in force for twelve months from the date of exchange of ratifications, and if not then terminated on ninety days previous notice shall remain in force until either of the High Contracting Parties shall enact legislation inconsistent therewith when the same shall automatically lapse at the end of sixty days from such enactment, and on such lapse each High Contracting Party shall enjoy all the rights which it would have possessed had such paragraphs or articles not been embraced in the Treaty.

tratantes hubiese notificado a la otra la intención de modificarlo o terminarlo.

El quinto y sexto párrafos del Artículo VII y los Artículos IX y XI permanecerán en vigor por espacio de doce meses desde la fecha del cambio de las ratificaciones, y si en ese tiempo no hubieren cesado en sus efectos por noticia dada con noventa días de anticipación, permanecerán en vigor mientras cualquiera de las Altas Partes Contratantes no decrete legislación inconsistente con ellos, la que entonces hará caducar aquellos automáticamente a la expiración de sesenta días contados desde el decreto respectivo, después del cual término las Altas Partes Contratantes gozarán de todos los derechos que les correspondan como si tales párrafos o artículos no hubieren sido comprendidos en el tratado.

ARTICLE XXIX

Exchange of ratifications.

The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at San Salvador as soon as possible.

Signatures.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the same and have affixed their seals thereto.

DONE in duplicate, in the English and Spanish languages at San Salvador, this twenty-second day of February, nineteen hundred and twenty-six.

[SEAL] C. VAN H. ENGERT.

[SEAL] R. ARRIETA ROSSI

Ratifications exchanged.

AND WHEREAS, the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged at San Salvador on the fifth day of September, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

ARTICULO XXIX

El presente Tratado será ratificado y las ratificaciones correspondientes cambiadas en San Salvador, tan pronto como sea posible.

EN FE DE LO CUAL, los Plenipotenciarios respectivos lo han firmado y sellado.

HECHO en duplicado en inglés y español, a los veintidós días del mes de febrero de mil novecientos veintiséis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of September in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

J P COTTON

Acting Secretary of State.

Protocol of Exchange

Protocol.

The undersigned Plenipotentiaries met this day for the purpose of exchanging the ratifications of the Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Republic of El Salvador, signed at San Salvador on February 22, 1926.

Before proceeding to the exchange, the Chargé d'Affaires ad interim of the United States of America, being duly authorized thereto by his Government, hereby declares that it is the understanding of the Government of the United States of America that the rights of commerce and navigation accorded in respect of vessels by Article VII of the said treaty apply to merchant vessels and to none others, and that the authority granted in the second sentence of Article XX to the consular officers of either country in the other to draw up, attest, certify and authenticate unilateral acts, deeds and testamentary dispositions of their countrymen and also contracts to which a countryman is a party is solely in order that such instruments may be effective in the territory of the State by which such consular officers have been appointed.

These understandings being in accordance with the modifications in the form of the treaty set forth in Legislative Decree of June 30, 1927, of the National Legislative Assembly of El Salvador. the exchange of ratifications

Los suscritos Plenipotenciarios se reunieron este día con el objeto de intercambiar las ratificaciones del Tratado de Amistad, Comercio y Derechos Consulares entre los Estados Unidos de América y la República de El Salvador, firmado en San Salvador el día 22 de febrero de 1926.

Antes de proceder al intercambio, el Encargado de Negocios interino de los Estados Unidos de América, debidamente autorizado por su Gobierno, por el presente declara que entiende el Gobierno de los Estados Unidos de América que los derechos de Comercio y navegación acordados con respecto a buques de conformidad con el Artículo VII de dicho tratado, se aplican únicamente a barcos mercantes y a ningún otro, y que la autoridad concedida en la segunda frase del Artículo XX a los oficiales consulares de un país en el otro para formular, dar fé, certificar y autenticar actos unilaterales, escrituras y disposiciones testamentarias de sus conciudadanos y también contratos en los cuales un conciudadano, es una de las partes, es solamente para que tales instrumentos puedan ser efectivos en el territorio del Estado para el cual tales oficiales consulares hubieran sido nombrados.

Esta inteligencia está de acuerdo con las modificaciones en la forma del tratado publicado en el Decreto Legislativo del 30 de Junio de 1927, por la Asamblea Nacional Legislativa de El Salvador, el intercambio de ratificaciones de

Interpretative declaration.

Reciprocal freedom of commerce, etc., applicable to merchant vessels only.

Ante, p. 2821.

Consular authentications of unilateral acts, etc., of nationals of their country effective solely therein.
Ante, p. 2832.

2840 FRIENDSHIP, ETC., TREATY—EL SALVADOR. FEBRUARY 22, 1926.

Signatures. of the said treaty took place in the usual manner. In witness whereof, the respective Plenipotentiaries have signed the present Protocol of Exchange and have affixed thereto their seals.

dicho tratado tuvo lugar en la forma de costumbre. En fé de lo cual, los respectivos Plenipotenciarios han firmado el Protocolo de Intercambio y estampado sus sellos.

Done at San Salvador this fifth day of September, one thousand nine hundred and thirty.

Hecho en San Salvador, a los cinco dias del mes de Septiembre de mil novecientos treinta.

[SEAL] W. W. SCHOTT.
[SEAL] J. MARTÍNEZ SUÁREZ

Arbitration Treaty between the United States of America and Iceland. Signed at Washington, May 15, 1930; ratification advised by the Senate, June 16, 1930; ratified by the President, June 28, 1930; ratified by Iceland, August 15, 1930; ratifications exchanged at Washington, October 2, 1930; proclaimed, October 3, 1930.

May 15, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a Treaty of Arbitration between the United States of America and Iceland was concluded and signed by their respective Plenipotentiaries at Washington on the fifteenth day of May, one thousand nine hundred and thirty, the original of which Treaty, being in the English language, is word for word as follows:

Arbitration with Iceland.
Preamble.

The President of the United States of America and His Majesty the King of Iceland and Denmark

Contracting Powers.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the United States and Iceland;

Purpose declared.

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between the two countries; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention signed at Washington on May 18, 1908, which expired by limitation on March 29, 1914, and for that purpose they have appointed as their respective Plenipotentiaries

Former treaty.
Vol. 36, p. 2151.

The President of the United States of America: Henry L. Stimson, Secretary of State of the United States; and

Plenipotentiaries.

His Majesty the King of Iceland and Denmark: Mr. Constantin Brun, Envoy Extraordinary and Minister Plenipotentiary at Washington;

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the Permanent International Commission constituted pursuant to the treaty signed at Washington April

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

Vol. 38, p. 1883.

Vol. 36, p. 2221.

Special agreement.

17, 1914, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Iceland in accordance with its constitutional laws.

ARTICLE II

Subjects not included.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance by Iceland, in the event that Iceland becomes a Party to the Covenant of the League of Nations, of its obligations in accordance with the Covenant.

ARTICLE III

Ratification.

The present treaty shall be ratified. The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Effective date and duration.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English language and hereunto affixed their seals.

Done at Washington the 15th day of May, one thousand nine hundred and thirty.

For the United States of America:

[SEAL] HENRY L STIMSON

For Iceland:

[SEAL] C. BRUN.

Ratifications exchanged.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the second day of October, one thousand nine hundred and thirty;

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this third day of October in the year of our Lord one thousand nine hundred and thirty, [SEAL] and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

HENRY L STIMSON

Secretary of State.

July 24, 1930.

Parcel post convention between the United States of America and Cuba. Signed at Washington, July 24, 1930; approved by Cuba, October 14, 1930; by the President of the United States, October 29, 1930.

PARCEL POST CONVENTION

between

THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CUBA

Parcel post convention with Cuba.
Preamble.

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 the Republic of Cuba, the undersigned, Walter F. Brown, Postmaster General of the United States of America, and José A. Montalvo, Director of Posts, and duly appointed envoy of the Republic of Cuba for the purpose of negotiating and signing a parcel post convention, by virtue of authority vested in them, have agreed upon the following Articles:

ARTICLE I

Scope of Convention.

1. The provisions of this Convention relate only to ordinary and registered parcels to be exchanged by the system herein provided for and do not affect the arrangements now existing under the Universal Postal Convention, which will continue as heretofore; and all the agreements hereinafter contained apply exclusively to parcels exchanged under these articles.

Modification of prior Conventions.

2. Articles of merchandise exceeding 8 ounces and not exceeding 22 pounds in weight, contained in the mails exchanged between the United States and Cuba, come exclusively within the terms of this Convention, and section "(a)" of Article I of the Postal Convention between the two countries signed June 16, 1903, as modified by the Amendment of August 19, 1903, is further modified accordingly.

Vol. 33, pp. 2186, 2192; Vol. 44, p. 2169.

ARTICLE II

Inclusion of all matter admitted to domestic mails.

1. There shall be admitted to the exchanges made under this Convention articles of merchandise and mail matter of all kinds (including manufactured tobacco, as well as cigars and cigarettes, upon which shall be collected the full duties applicable in either country whether the value thereof be great or small) that are admitted under any conditions to the domestic mails of the country of origin and the country of destination, except that no parcel may exceed twenty-two pounds (ten kilograms) in weight nor four feet in length, with the proviso that parcels over 42 inches but not over 44 inches in length are restricted to 24 inches in girth, those over 44 but not over 46 inches in length to 20 inches in girth, and those over 46 inches in length to 16 inches in girth.

Limits of weight and size.

All parcels must be sealed with wax, adhesive tape, or in some other acceptable manner, but in the country of destination they may be opened by customs officers for examination and appraisal of their contents, such parcels to be thereafter officially sealed by the customs officers.

Packing, etc., requirements.

ARTICLE III

1. The following articles are specially prohibited transmission in the mails exchanged under this Convention:

Specific prohibitions.

(a) A letter or communication of the nature of personal correspondence must not accompany, be written on, or inclosed with any parcel. If such be found, the letter will be placed in the mails, if separable, or, if the communication be inseparably attached, the whole parcel will be rejected. If, however, any such parcel should inadvertently be forwarded, the country of destination will collect on the letter or letters double rates of postage, according to the letter rates in force.

Letters, etc.

(b) An enclosure intended for delivery at an address other than that borne by the parcel itself. If such enclosed packages be detected, they must be sent forward singly, charged with new and distinct parcel post rates.

Enclosure with different address.

(c) Any live animal.

Live animal.

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

Unauthorized article.

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

Explosive, etc., articles.

2. Each country will supply, from time to time, a list of prohibited articles and a list of articles removed from the prohibited list which thereby become acceptable in the mails exchanged under these Articles.

List of prohibited articles to be furnished.

3. The following articles and those of similar character shall not be accepted for transmission through the parcel post to Cuba, but when mailable may be sent as registered matter provided they are sealed and the letter rate of postage is paid: Precious stones, mounted or unmounted; valuable jewelry, such as rings, brooches, tie pins, chains, cuff links, dress sets, fobs, bracelets, lockets, necklaces, etc.; all articles of gold or other precious metal for personal use, such as cigarette holders, cigarette cases, vanity cases, card cases, lorgnettes, mesh bags, watches, etc.; gold scrap, jeweler's filings; money packets (which are construed as including bank notes, coin, bullion, gold dust, bonds, and coupons payable to bearer, stocks, and other securities negotiable by bearer).

Registration required of designated articles.

4. Every article imported into the United States which is capable of being marked, stamped, branded or labeled, without injury, at the time of its manufacture or production, shall be marked, stamped, branded, or labeled, in legible English words, in a conspicuous place that shall not be covered or obscured by any subsequent attachments or arrangements, so as to indicate the country of origin; such marking, stamping, branding or labeling shall be as nearly indelible and permanent as the nature of the article will permit.

Jewelry, etc.

5. All admissible articles or merchandise mailed in one country for the other, or received in one country from the other, shall be free from any detention or inspection whatsoever, except such as is required in connection with the treatment by fiscal officers for the assessment of customs or internal revenue duties, and shall be forwarded promptly to their destination, being subject in their transmission and delivery to the laws and regulations of each country respectively.

Markings, etc.

Freedom from detention, inspection, etc.

Exception.

ARTICLE IV

Rates, etc.

1. Each country is at liberty to fix the rates of postage, registry fees, and other charges applicable to parcels mailed in its own territory, and such parcels must be fully prepaid before dispatch.

Delivery.

2. The parcels shall be promptly delivered to the addressees in accordance with the domestic regulations of the country of destination free of charge for postage; but the country of destination may, at its option, levy and collect from the addressees for interior service and delivery a charge the amount of which is to be fixed according to its own regulations; but which shall in no case exceed ten (10) cents for each parcel whatever its weight.

Customs duties, etc.

3. Every parcel shall be subject in the country of destination to all customs and internal revenue duties and all fiscal regulations in force in that country for the protection of its revenues.

ARTICLE V

Customs declaration.

1. The sender of each parcel shall prepare a customs declaration, to be securely attached to the parcel, upon a special form provided for the purpose, giving a general description of the parcel, an accurate statement of its contents and value, date of mailing, the sender's signature and address, as well as the name and address of the addressee.

Mailing receipt.

2. The sender may, on request at the time of mailing of an ordinary 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.

ARTICLE VI

Nondelivered parcels.

1. The sender of a parcel shall give instructions at the time of posting that, if the parcel can not be delivered as addressed, it shall be either (a) treated as abandoned, (b) tendered for delivery at a second address in the country of destination, or (c) returned to the sender. No other alternative is admissible. If the sender avails himself of this facility, his instructions must appear on the parcel or on a Dispatch Note or Customs Declaration attached to or affixed to the parcel and must be in conformity with or analogous to one of the following forms:

Disposition instructions.

- (a) If not deliverable as addressed abandon.
- (b) If not deliverable as addressed, deliver to _____
- (c) If not deliverable as addressed, return to sender.

In case of forwarding or return to origin each country may apply its domestic regulations.

Nonreturnable parcels.

However, the following described parcels need not be returned to the country of origin, but may be disposed of, without recourse, in accordance with the customs laws and regulations of the country of destination:

Seizures under customs laws.

(a) Parcels containing articles subject to seizure as being imported or brought into the United States or Cuba in any manner contrary to law, including articles subject to seizure under the customs laws because of a false or fraudulent invoice or declaration covering the same or for any willful act or omission on the part of the sender or addressee or agent by means whereof the United States or Cuba shall or may be deprived of the lawful duties.

(b) All parcels of which the addressee refuses to take delivery or declines to make formal entry when requested by the customs officer in cases where the appraised value exceeds the value shown in the declaration of entry, and where evidence of fraudulent intent is shown. Refused acceptance by addressee.

The particulars of the disposition of each parcel shall be communicated by one Postal Administration to the other. Disposition.

2. Parcels which it has not been possible to deliver and which are liable to deterioration or corruption may, however, be sold immediately, without previous notice or legal formality, for the benefit of the party entitled thereto, the particulars of the sale being reported by one Administration to the other. The proceeds of the sale shall be devoted to paying the charges on the parcel; the remainder, if any, shall be sent to the office of origin to be paid to the sender. If for any reason a sale is impossible, the spoiled or worthless articles shall be destroyed by the postal or customs officials and appropriate report made to the administration of origin. Perishable articles not deliverable.

3. With the reservation that the formalities prescribed for administrative reasons by the Administrations concerned be complied with, the customs duties on parcels which have to be sent back to the country of origin or redirected to a third country shall be canceled both in the United States and in Cuba. Customs duties canceled if article returned.

4. Parcels missent to either country shall be immediately returned to the dispatching office of exchange. Attention shall be called to the error by means of a Bulletin of Verification. Missent articles.

5. Parcels which are abandoned by the senders will not be returned to origin, but will be disposed of in accordance with the regulations of the country of destination. Abandoned articles.

6. Each country may impose reasonable storage charges in case the addressee fails to accept delivery of any parcels within such reasonable time as is prescribed by the country of destination. Any such charges shall be canceled in the event of the return of the parcel to the country of origin. Storage charges.

ARTICLE VII

Each country shall retain to its own use the whole of the postage, registry fees, or other charges it collects on parcels exchanged with the other, but it is agreed that the country of origin shall allow to the country of destination thirty (30) cents a parcel on the total excess number of such parcel post packages dispatched over the number of such parcel post packages received, settlement to be made in the General Postal Account between the two countries. The creditor country shall prepare an account at the end of each quarter of the amount due to it in respect of the parcels received in excess of those dispatched. Retention of fees, etc.

Mutual payments.

Accounting.

ARTICLE VIII

1. The parcels shall be considered as a component part of the mails exchanged direct between the United States and Cuba to be dispatched to destination by the country of origin at its cost and by such means as it provides; but must be forwarded, at the option of the dispatching office, either in receptacles prepared expressly for the purpose or in ordinary mail sacks, securely sealed with a lead seal or otherwise, as may be mutually provided by regulations hereunder. Method of transportation.

2. Each country shall promptly return empty to the dispatching office, by mail, all such sacks or receptacles. Return of empty sacks.

Exchange offices.

3. Exchanges under this Convention from any place in either country to any place in the other shall be effected through the post offices of both countries already designated as exchange post offices, or through such others as may be hereafter agreed upon, under such regulations relative to the details of the exchange as may be mutually determined to be essential to the security and expedition of the mails and the protection of the customs revenues.

Packing.

4. Although articles admitted under this Convention will be transmitted as aforesaid between the exchange offices, they should be so carefully packed as to be safely transmitted in the open mails of either country, both in going to the exchange office in the country of origin and to the office of address in the country of destination.

Registration.

ARTICLE IX

Fee.

1. The sender of a parcel may have the same registered by paying in addition to the postage the registry fee fixed by the country of origin.

Address requirements.

2. Registered parcels shall not be addressed to initials or in pencil, but the address may be written with copying ink pencil.

Value not to be disclosed.

3. No registered parcel shall have written on it information as to the value of its contents, although this may be stated on the accompanying customs declaration.

Advice of delivery.

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

Requests for information.

Marking of requests.

5. 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."

Labeling, etc., registered parcels.

6. Each registered parcel must be marked or labeled or stamped "Registered" in a conspicuous manner and bear a distinguishing number. The customs declaration, if not gummed to the parcel, must also be marked or labeled or stamped "Registered."

Billing requirements.

7. Registered parcels shall be entered by the dispatching office of exchange on bills which shall show in respect to each parcel the registration number and the office (and state or country) of origin. The entry on the bill of any returned parcel must be followed by the word "Returned." Additional indicia may be required by mutual agreement from time to time, if found necessary. The bills should be numbered in the upper left-hand corner, commencing each calendar year with a new 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.

ARTICLE X

Separate bills required.

1. Each dispatch of ordinary parcel post and each dispatch of registered parcel post must be accompanied with a separate parcel bill in duplicate, which must be enclosed in one of the sacks of such dispatch.

Ordinary parcels.

The ordinary parcels shall be advised on the parcel bills simply by an indication of their total number.

Registered parcels.

Each registered parcel shall be entered separately on the registered parcel bill.

2. In the event of a parcel bill not having been received, a substitute should be prepared at once. Substitute parcel bill.
3. Any errors in the entries on the parcel bill which may be discovered shall, after verification by a second officer, be corrected and noted for report to the dispatching office on a form "Bulletin of Verification" which should be sent in a special envelope. Correction of errors.
4. As soon as the registered parcel mail shall have reached the office of destination, that office shall check the contents of the mail. Receipt of mails.
5. If a registered parcel advised on the bill be not received, after the non-receipt has been verified by a second officer, the entry on the bill should be canceled, the notation "Not received" placed after that entry, and the fact reported at once. Nonreceipt of parcel.
- Should a parcel be received in damaged or imperfect condition, full particulars of the fact should be reported on the same kind of a form and the facts noted on the bill and the cover of the parcel by the exchange office of receipt. Damaged parcels.
6. If no "Bulletin of Verification" or note of error be received, a parcel mail shall be considered as duly delivered, having been found on examination correct in all respects. Presumption of delivery.

ARTICLE XI

1. Except in cases of loss through force majeure (circumstances beyond control, such as acts of war, earthquakes, tempests, etc., or such other causes as are considered in the nature of force majeure by the country in whose service the loss occurred), the sender or addressee of a registered parcel shall be entitled to an indemnity for the total loss of a parcel (wrapper and contents) corresponding to the actual amount, based on the actual value at the time of mailing of the lost article, unless the loss has arisen from the fault or negligence of the sender or the addressee, or the representative of either, or from the nature of the article, provided always that the indemnity shall not exceed the sum of ten (10) dollars (gold) for any one registered parcel on which the required registry fee was paid. Indemnity.
Allowance to sender.
2. Neither country is bound to pay indemnity in case of loss due to "force majeure" under any particular definitions of that term unless the other country 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 loss occurring through "force majeure" under any definitions of that term. Limit.
Loss by force majeure.
3. This agreement contemplates payment of indemnity only for the loss of registered parcels exchanged thereunder, but it shall be competent for the parties hereto to arrange through correspondence for the payment of indemnity for damage or rifling of such parcels at any time the adoption of such an arrangement is mutually desired by both countries. Extension of, to cover damages, rifling, etc.
4. In case the sender of a registered parcel, with intent to defraud, shall at any time allege the contents to be above their real value, he shall lose all claim to compensation or to the return of the postage, and the enforcement of this rule shall not prejudice any legal proceedings to which such fraudulent declaration may have rendered him liable. False appraisements.
5. Responsibility for the loss of a registered parcel discovered at 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 occurred in the service of the receiving Administration. Dispatching office responsible if loss discovered by receiving office.

Matter not entitled to indemnity.

6. No indemnity will be paid for registered matter of no intrinsic value or matter prohibited transmission in the parcel post mails exchanged between the United States and Cuba, or which did not conform to the stipulations of this Agreement or which were not posted in the manner prescribed, but the country responsible for the loss may pay indemnity in respect to such parcels without recourse to the other Administration.

No compensation for indirect loss, etc.

7. No compensation shall be given for injury or damage consequential upon, i. e., indirectly arising from the loss, damage, delay, nondelivery, or misdelivery of any registered parcel transmitted under this Agreement.

Claim to be filed within one year.

8. The request for indemnity is valid only if made within the period of one year, counting from the day following the date of mailing of the registered parcel to which it relates.

ARTICLE XII

Changes, etc., by mutual correspondence.

1. The Postmaster General of the United States of America and the Secretary of Communications of Cuba 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 service contemplated by this Convention.

Collect on Delivery, etc., services.

2. If it is mutually decided to introduce the exchange of insured parcels (parcels with declared value) or a Collect on Delivery Service between the two contracting Administrations, the provisions regulating those services may be agreed upon by correspondence between the two Administrations.

ARTICLE XIII

Universal Postal Union to govern.

Any question that may arise under this Convention, the determination of which is not provided for herein, shall be governed by the provisions of the Universal Parcel Post Convention.

ARTICLE XIV

Effective date.
Duration.

This Convention shall take effect and operations thereunder shall begin on the first day of September, 1930, and shall continue in force until terminated by mutual agreement; but may be annulled at the desire of either Administration upon ninety days' previous notice given to the other.

Signatures.

Done in duplicate and signed at Washington on the twenty-fourth day of July, 1930.

[SEAL.]

WALTER F BROWN
Postmaster General of the United States of America
 J A MONTALVO
Director of Posts of the Republic of Cuba
and Special Envoy with Plenary Powers.

REPÚBLICA DE CUBA
 SECRETARÍA DE COMUNICACIONES

DECRETO No. 1362

Visto el Convenio concertado para el cambio de bultos postales entre la República de Cuba y la de los Estados Unidos de América, y suscrito por el Sr. José A. Montalvo, Director de Correos y pleni-potenciario debidamente autorizado de la República de Cuba, y el Sr. Walter F. Brown, Secretario de Correos de los Estados Unidos de América, también debidamente autorizado:

RESUELVO:

Aprobar en todas sus partes el referido Convenio para el cambio de bultos postales entre ambos países y autorizar su vigencia desde el pasado día primero de septiembre de mil novecientos treinta, a reserva de dar cuenta al Senado de la República para su oportuna ratificación de acuerdo con las leyes vigentes.

Approval by Cuba.

Dado en la Habana, Palacio de la Presidencia á los 14 días del mes de Octubre de 1930.

GERARDO MACHADO
PRESIDENTE.

R F SÁNCHEZ ABALLÍ
Secretario de Comunicaciones.

The foregoing Parcel Post Convention between the United States of America and the Republic of Cuba has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

Approval by the
President.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

HERBERT HOOVER.

By the President
HENRY L STIMSON
Secretary of State.

WASHINGTON, *October 29, 1930*

May 27, 1930.

Convention between the United States of America and Chile for prevention of smuggling of intoxicating liquors. Signed at Washington, May 27, 1930; ratification advised by the Senate, June 28, 1930; ratified by the President, July 21, 1930; ratified by Chile, October 2, 1930; ratifications exchanged at Washington, November 25, 1930; proclaimed, November 26, 1930.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Convention with Chile to prevent smuggling of intoxicating liquors into the United States.
Preamble.

WHEREAS a Convention between the United States of America and the Republic of Chile to aid in the prevention of the smuggling of alcoholic beverages into the United States was concluded and signed by their respective Plenipotentiaries at Washington on the twenty-seventh day of May, one thousand nine hundred and thirty, the original of which Convention, being in the English and Spanish languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and the President of the Republic of Chile, being desirous of avoiding any difficulties which might arise between the Governments of the two countries in connection with the laws in force in the United States on the subject of alcoholic beverages, have decided to conclude a convention for that purpose, and have appointed as their Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America: Mr. Henry L. Stimson, Secretary of State of the United States of America; and

The President of the Republic of Chile: His Excellency Señor Don Carlos G. Dávila, Ambassador Extraordinary and Plenipotentiary of Chile in Washington;

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

El Presidente de los Estados Unidos de América y el Presidente de la República de Chile, deseosos de evitar cualesquiera dificultad que pudiera surgir entre los gobiernos de los dos países con motivo de las leyes vigentes en los Estados Unidos de América en materia de bebidas alcohólicas, han decidido celebrar un Convenio con ese objeto, y han nombrado como sus Plenipotenciarios respectivos:

El Presidente de los Estados Unidos de América: Al Señor Henry L. Stimson, Secretario de Estado de los Estados Unidos de América; y

El Presidente de la República de Chile: A Su Excelencia Señor Don Carlos G. Dávila, Embajador Extraordinario y Plenipotenciario de Chile en Washington;

Quienes habiéndose comunicado sus plenos poderes, encontrándolos en buena y debida forma, han convenido en lo siguiente:

ARTICLE I

The High Contracting Parties respectively retain their rights and claims without prejudice by reason of this convention with respect to the extent of their territorial jurisdiction.

ARTICLE II

(1) The Chilean Government agree that they will raise no objection to the boarding of private vessels under the Chilean flag outside the limits of territorial waters by the authorities of the United States, its territories or possessions, in order that enquiries may be addressed to those on board and an examination be made of the ship's papers for the purpose of ascertaining whether the vessel or those on board are endeavoring to import or have imported alcoholic beverages into the United States, its territories or possessions, in violation of the laws there in force. When such enquiries and examination show a reasonable ground for suspicion, a search of the vessel may be initiated.

(2) If there is reasonable cause for belief that the vessel has committed or is committing or attempting to commit an offense against the laws of the United States, its territories or possessions, prohibiting the importation of alcoholic beverages, the vessel may be seized and taken into a port of the United States, its territories or possessions, for adjudication in accordance with such laws.

(3) The rights conferred by this article shall not be exercised at a greater distance from the coast of the United States, its territories or possessions, than can be traversed in one hour by the vessel suspected of endeavoring to commit the offense. In cases, however, in which the liquor is intended to be conveyed to the United States, its territories or possessions, by a vessel other than the one boarded and

ARTÍCULO I

Las Altas Partes Contratantes se reservan, respectivamente, sus títulos y derechos, no obstante las estipulaciones de la presente Convención, con respecto a la extensión de su jurisdicción territorial.

ARTÍCULO II

1) El Gobierno de Chile conviene en no hacer objeción alguna porque se aborden los buques privados de bandera chilena fuera de los límites de las aguas territoriales por las Autoridades de los Estados Unidos, sus territorios o posesiones, a fin de que se puedan dirigir preguntas a las personas que se encuentran a bordo y examinar los documentos del buque con el objeto de establecer si el barco o los que estén a bordo de él están tratando de importar o han importado bebidas alcohólicas en los Estados Unidos, sus territorios o posesiones con infracción de las leyes en ellos vigentes. Cuando de dichas preguntas y examen resulten motivos razonables para sospecha, podrá procederse al registro del buque.

2) Si hubiere motivos razonables para creer que el buque ha cometido, está cometiendo o trata de cometer una infracción de las leyes de los Estados Unidos, sus territorios o posesiones, que prohíben la importación de bebidas alcohólicas, el barco podrá ser apresado y llevado a un puerto de los Estados Unidos, sus territorios o posesiones para ser juzgado conforme a dichas leyes.

3) Los derechos conferidos por este artículo no serán ejercitados a mayor distancia de las costas de los Estados Unidos, sus territorios o posesiones, de la que pueda atravesar en una hora el buque sospechoso que trata de cometer la infracción. En los casos, no obstante, en que los licores se traten de introducir en los Estados Unidos, sus territorios o posesiones, por un buque distinto al que haya sido visitado

Territorial jurisdiction retained.

Boarding of Chilean private vessels outside limits for inquiry, etc., not objected to.

Search, if reasonable ground for suspicion.

Seizure of vessel believed to be violating American prohibition laws.

Distance from coast limited for boarding, etc., vessels.

Extension, if liquor conveyed by other vessel.

searched, it shall be the speed of such other vessel, and not the speed of the vessel boarded, which shall determine the distance from the coast at which the right under this article can be exercised.

ARTICLE III

Liquors listed as sea stores, or cargo for a foreign port, not subject to penalty, etc.

No penalty or forfeiture under the laws of the United States shall be applicable or attach to alcoholic liquors or to vessels or persons by reason of the carriage of such liquors, when such liquors are listed as sea stores or cargo destined for a port foreign to the United States, its territories or possessions, on board Chilean vessels voyaging to or from ports of the United States, or its territories or possessions, or passing through the territorial waters thereof, and such carriage shall be as now provided by law with respect to the transit of such liquors through the Panama Canal, provided that such liquors shall be kept under seal continuously while the vessel on which they are carried remains within said territorial waters and that no part of such liquors shall at any time or place be unladen within the United States, its territories or possessions.

To be kept under seal while in American waters.

ARTICLE IV

Action on claims for losses, etc.

Any claim by a Chilean vessel for compensation on the ground that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this convention or on the ground that it has not been given the benefit of Article III shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties.

Ante, p. 2853.

Reference to Permanent Court of Arbitration.

Effect shall be given to the recommendations contained in any such joint report. If no joint report can be agreed upon, the claim shall be referred to the

y registrado, será la velocidad del primero de dichos buques y no la del buque visitado la que determinará la distancia de la costa dentro de la cual podrá ejercitarse el derecho conferido por este artículo.

ARTÍCULO III

No están sujetos a penas ni comiso alguno, conforme a las leyes de los Estados Unidos, ni los licores alcohólicos ni los buques o personas por razón del transporte de dichos licores cuando estos sean declarados como provisiones del buque o carga destinada a otro puerto que no sea de los Estados Unidos, sus territorios o posesiones, a bordo de buques chilenos que viajen de o para puertos de los Estados Unidos, sus territorios o posesiones, o que pasen por sus aguas territoriales, y dicho porteo se efectuará como dispone en la actualidad la ley con respecto al tránsito de dichos licores a través del Canal de Panamá, siempre que los referidos licores se mantengan continuamente bajo sello mientras el buque en que son transportados permanezca dentro de dichas aguas territoriales, y que ninguna parte de los licores se descargue en ningún tiempo o lugar de los Estados Unidos, sus territorios o posesiones.

ARTÍCULO IV

Las reclamaciones que se interpongan por los buques chilenos para que se les indemnice fundándose en que han sufrido pérdidas o perjuicios por el ejercicio impropio o arbitrario de los derechos conferidos por el Artículo II de este Convenio o a causa de no haberseles concedido los beneficios del Artículo III, serán sometidos a la consideración conjunta de dos personas, una de las cuales será nombrada por cada Alta Parte Contratante.

Las recomendaciones contenidas en dichos informes conjuntos serán ejecutivas. Si no pudiere llegarse a un acuerdo sobre el informe conjunto, la reclama-

Permanent Court of Arbitration at The Hague described in the Convention for the pacific settlement of international disputes, concluded at The Hague, October 18, 1907. The arbitral tribunal shall be constituted in accordance with Article 87 (Chapter IV) and with Article 59 (Chapter III) of the said Convention. The proceedings shall be regulated by so much of Chapter IV of the said Convention and of Chapter III thereof (special regard being had for Articles 70 and 74, but excepting Articles 53 and 54) as the tribunal may consider to be applicable and to be consistent with the provisions of this agreement. All sums of money which may be awarded by the tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified. Each Government shall bear its own expenses. The expenses of the tribunal shall be defrayed by a ratable deduction from the amount of the sums awarded by it, at a rate of five per cent on such sums, or at such lower rate as may be agreed upon between the two Governments; the deficiency, if any, shall be defrayed in equal moieties by the two Governments.

ARTICLE V

This Convention shall be subject to ratification and shall remain in force for a period of one year from the date of the exchange of ratifications.

Three months before the expiration of the said period of one year, either of the High Contracting Parties may give notice of its desire to propose modifications in the terms of the Convention.

If such modifications have not been agreed upon before the expiration of the term of one year mentioned above, the Convention shall lapse.

ción será referida al Tribunal Permanente de Arbitraje de La Haya creado por la Convención para el Arreglo Pacífico de las Disputas Internacionales firmada en La Haya, el 18 de Octubre de 1907. El Tribunal de Arbitraje se constituirá de acuerdo con el Artículo 87 (Capítulo IV) y con el Artículo 59 (Capítulo III) de dicha convención. El procedimiento se regulará por las disposiciones del Capítulo IV de dicha Convención y del Capítulo III de la misma (teniéndose especialmente en cuenta los artículos 70 y 74 y exceptuando los artículos 53 y 54) que el Tribunal considere aplicables y que sean compatibles con las disposiciones de este Convenio.

Las sumas de dinero que se manden pagar por el Tribunal a causa de cualquiera reclamación, serán pagadas dentro de los 18 meses siguientes a la fecha del laudo final, sin interés ni deducciones, salvo en lo que más adelante se especifica.

Cada Gobierno sufragará sus propios gastos. Los gastos del Tribunal serán sufragados por una deducción proporcional del importe de las sumas adjudicadas por él, a razón del 5 por ciento de dichas sumas, o a un tipo más bajo, según se convenga entre los dos Gobiernos; el déficit, si lo hubiere, se sufragará por partes iguales por los dos Gobiernos.

ARTÍCULO V

Este Convenio será sujeto a ratificación y permanecerá en vigor durante un año a contar de la fecha del canje de las ratificaciones.

Tres meses antes del vencimiento de dicho plazo de un año, cualquiera de las Altas Partes Contratantes podrá dar aviso de su intención de proponer modificaciones a los términos del Convenio.

Si dichas modificaciones no se acordaren antes del vencimiento del plazo de un año arriba mencionado, el Convenio caducará.

Vol. 36, p. 2221.

Vol. 36, pp. 2233, 2228.

Payment of awards.

Expenses.

Exchange of ratifications and duration.

Notice of proposed modifications.

Convention to lapse if modifications not agreed upon.

Continuance, if no modification proposed.

If no notice is given on either side of the desire to propose modifications, the Convention shall remain in force for another year, and so on automatically, but subject always in respect of each such period of a year to the right on either side to propose as provided above three months before its expiration modifications in the convention, and to the provision that if such modifications are not agreed upon before the close of the period of one year, the convention shall lapse.

Si ninguna de las partes diere aviso de su intención de proponer modificaciones, el Convenio continuará en vigor durante otro año, y así en lo sucesivo automáticamente, aunque sujeto siempre, respecto a cada plazo de un año, al derecho de cada una de las partes de proponer modificaciones al Convenio según se dispone más arriba, tres meses antes de su vencimiento, y a la estipulación de que si dichas modificaciones no se acordaren antes de la terminación del plazo de un año, el Convenio caducará.

ARTICLE VI

ARTÍCULO VI

Convention to lapse if effect thereof be prevented by judicial decision or legislative action.

In the event that either of the High Contracting Parties shall be prevented either by judicial decision or legislative action from giving full effect to the provisions of the present convention the said convention shall automatically lapse, and, on such lapse or whenever this convention shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this convention not been concluded.

En caso de que cualquiera de las Altas Partes Contratantes se viere impedida por sentencia judicial o resolución legislativa, de dar pleno cumplimiento a las disposiciones del presente Convenio, este caducará automáticamente, y en tal caso de caducidad o cuando quiera que este Convenio deje de regir, cada una de las Altas Partes Contratantes disfrutará de todos los derechos que habría poseído si el Convenio no se hubiere celebrado.

Exchange of ratifications.

The present convention shall be duly ratified by the High Contracting Parties in accordance with their respective constitutional methods; and the ratifications shall be exchanged at Washington as soon as possible.

El presente Convenio será debidamente ratificado por las Altas Partes Contratantes, de acuerdo con sus respectivos métodos constitucionales y las ratificaciones se canjearán en la ciudad de Washington, tan pronto como sea posible.

Signatures.

In witness whereof, the respective Plenipotentiaries have signed the present convention in duplicate in the English and Spanish languages and have thereunto affixed their seals.

En testimonio de lo cual, los respectivos Plenipotenciarios han firmado el presente Convenio en duplicado en los idiomas inglés y español y puestos sus sellos respectivos.

Done at the city of Washington this twenty-seventh day of May, nineteen hundred and thirty.

Hecho en la ciudad de Washington, a los veinte y siete días de mayo de mil novecientos treinta.

HENRY L STIMSON [SEAL]

CARLOS G DÁVILA [SEAL]

Ratifications exchanged.

AND WHEREAS the said Convention has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twenty-fifth day of November, one thousand nine hundred and thirty;

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Convention to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-sixth day of November in the year of our Lord one thousand nine hundred and [SEAL] thirty, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

H L STIMSON

Secretary of State.

April 22, 1930.

Treaty between the United States of America and other Powers for the limitation and reduction of naval armament. Signed at London, April 22, 1930; ratification advised by the Senate, July 21, 1930; ratified by the President, July 22, 1930; ratifications deposited at London, October 27, 1930; proclaimed, January 1, 1931.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION

Treaty with associated Powers for limitation, etc., of naval armament.
Preamble.

WHEREAS a Treaty for the limitation and reduction of naval armament was concluded and signed at London on April 22, 1930, by the respective plenipotentiaries of the President of the United States of America, the President of the French Republic, His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, His Majesty the King of Italy and His Majesty the Emperor of Japan, the original of which Treaty, being in the French and English languages, is word for word as follows:

Contracting Powers.

Le Président des États-Unis d'Amérique, le Président de la République Française, Sa Majesté le Roi de Grande-Bretagne, d'Irlande et des Territoires Britanniques au delà des Mers, Empereur des Indes, Sa Majesté le Roi d'Italie et Sa Majesté l'Empereur du Japon,

Soucieux de prévenir les dangers et de réduire les charges inhérents à une rivalité d'armements,

Désireux de faire progresser l'œuvre commencée par la Conférence Navale de Washington et de faciliter la réalisation progressive d'une limitation et d'une réduction générales des armements,

Ont résolu de conclure un Traité pour la limitation et la réduction des armements navals, et ont à cet effet désigné pour leurs Plénipotentiaires:

Plenipotentiaries.

Le Président des États-Unis d'Amérique:

Henry L. Stimson, Secrétaire d'État;

Charles G. Dawes, Ambassadeur près la Cour de St. James;

The President of the United States of America, the President of the French Republic, His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, His Majesty the King of Italy, and His Majesty the Emperor of Japan,

Desiring to prevent the dangers and reduce the burdens inherent in competitive armaments, and

Desiring to carry forward the work begun by the Washington Naval Conference and to facilitate the progressive realization of general limitation and reduction of armaments,

Have resolved to conclude a Treaty for the limitation and reduction of naval armament, and have accordingly appointed as their Plenipotentiaries:

The President of the United States of America:

Henry L. Stimson, Secretary of State;

Charles G. Dawes, Ambassador to the Court of St. James;

Charles Francis Adams, Secrétaire pour la Marine;	Charles Francis Adams, Secretary of the Navy;	Plenipotentiaries—Continued.
Joseph T. Robinson, Sénator de l'État d'Arkansas;	Joseph T. Robinson, Senator from the State of Arkansas;	
David A. Reed, Sénator de l'État de Pennsylvanie;	David A. Reed, Senator from the State of Pennsylvania;	
Hugh Gibson, Ambassadeur en Belgique;	Hugh Gibson, Ambassador to Belgium;	
Dwight W. Morrow, Ambassadeur au Mexique;	Dwight W. Morrow, Ambassador to Mexico;	
Le Président de la République Française:	The President of the French Republic:	
M. André Tardieu, Député, Président du Conseil des Ministres, Ministre de l'Intérieur;	Mr. André Tardieu, Deputy, President of the Council of Ministers, Minister of the Interior;	
M. Aristide Briand, Député, Ministre des Affaires Étrangères;	Mr. Aristide Briand, Deputy, Minister for Foreign Affairs;	
M. Jacques-Louis Dumesnil, Député, Ministre de la Marine;	Mr. Jacques-Louis Dumesnil, Deputy, Minister of Marine;	
M. François Piétri, Député, Ministre des Colonies;	Mr. François Piétri, Deputy, Minister of the Colonies;	
M. Aimé-Joseph de Fleuriau, Ambassadeur de la République Française près la Cour de St. James;	Mr. Aimé-Joseph de Fleuriau, Ambassador of the French Republic at the Court of St. James;	
Sa Majesté le Roi de Grande-Bretagne, d'Irlande et des Territoires Britanniques au delà des Mers, Empereur des Indes:	His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India:	
pour la Grande-Bretagne et l'Irlande du Nord et toutes les parties de l'Empire Britannique qui ne sont pas individuellement Membres de la Société des Nations:	for Great Britain and Northern Ireland and all parts of the British Empire which are not separate Members of the League of Nations:	
Le Très-Honorable James Ramsay MacDonald, M.P., Premier Lord de Sa Trésorerie et Premier Ministre;	The Right Honourable James Ramsay MacDonald, M.P., First Lord of His Treasury and Prime Minister;	
Le Très-Honorable Arthur Henderson, M. P., Son Principal Secrétaire d'État pour les Affaires Étrangères;	The Right Honourable Arthur Henderson, M.P., His Principal Secretary of State for Foreign Affairs;	
Le Très-Honorable Albert Victor Alexander, M.P., Premier Lord de Son Amirauté;	The Right Honourable Albert Victor Alexander, M. P., First Lord of His Admiralty;	

Plenipotentiaries—
Continued.

Le Très-Honorable William Wedgwood Benn, D. S. O., D.F.C., M.P., Son Principal Secrétaire d'État pour l'Inde;

pour le Dominion du Canada:

Le Colonel Honorable James Layton Ralston, C.M.G., D.S.O., K.C., Membre de Son Conseil Privé du Canada, Son Ministre de la Défense Nationale;

L'Honorable Philippe Roy, Membre de Son Conseil Privé du Canada, Son Envoyé Extraordinaire et Ministre Plénipotentiaire en France pour le Dominion du Canada;

pour le Commonwealth d'Australie:

L'Honorable James Edward Fenton, Son Ministre du Commerce et des Douanes;

pour le Dominion de la Nouvelle-Zélande:

M. Thomas Mason Wilford, K.C., Haut-Commissaire du Dominion de la Nouvelle-Zélande à Londres;

pour l'Union de l'Afrique du Sud:

M. Charles Theodore te Water, Haut-Commissaire de l'Union de l'Afrique du Sud à Londres;

pour l'État Libre d'Irlande:

M. Timothy Aloysius Smiddy, Haut-Commissaire de l'État Libre d'Irlande à Londres;

pour l'Inde:

Sir Atul Chandra Chatterjee, K.C.I.E., Haut-Commissaire de l'Inde à Londres;

Sa Majesté le Roi d'Italie:

L'Honorable Dino Grandi, Député, Son Ministre Secrétaire d'État pour les Affaires Étrangères;

The Right Honourable William Wedgwood Benn, D.S.O., D.F.C., M.P., His Principal Secretary of State for India;

for the Dominion of Canada:

Colonel The Honourable James Layton Ralston, C. M. G., D. S. O., K. C., a Member of His Privy Council for Canada, His Minister for National Defence;

The Honourable Philippe Roy, a Member of His Privy Council for Canada, His Envoy Extraordinary and Minister Plenipotentiary in France for the Dominion of Canada;

for the Commonwealth of Australia:

The Honourable James Edward Fenton, His Minister for Trade and Customs;

for the Dominion of New Zealand:

Thomas Mason Wilford, Esquire, K.C., High Commissioner for the Dominion of New Zealand in London;

for the Union of South Africa:

Charles Theodore te Water, Esquire, High Commissioner for the Union of South Africa in London;

for the Irish Free State:

Timothy Aloysius Smiddy, Esquire, High Commissioner for the Irish Free State in London;

for India:

Sir Atul Chandra Chatterjee, K.C.I.E., High Commissioner for India in London;

His Majesty the King of Italy:

The Honourable Dino Grandi, Deputy, His Minister Secretary of State for Foreign Affairs;

Plenipotentiaries—
Continued.

L'Amiral de Division Honorable Giuseppe Sirianni, Sénateur du Royaume, Son Ministre Secrétaire d'Etat pour la Marine;

Admiral of Division The Honourable Giuseppe Sirianni, Senator of the Kingdom, His Minister Secretary of State for Marine;

M. Antonio Chiaramonte-Bordonaro, Son Ambassadeur Extraordinaire et Plénipotentiaire près la Cour de St. James;

Mr. Antonio Chiaramonte-Bordonaro, His Ambassador Extraordinary and Plenipotentiary at the Court of St. James;

L'Amiral Honorable Baron Afredo Acton, Sénateur du Royaume;

Admiral The Honourable Baron Afredo Acton, Senator of the Kingdom;

Sa Majesté l'Empereur du Japon:

His Majesty the Emperor of Japan:

M. Reijiro Wakatsuki, Membre de la Chambre des Pairs;

Mr. Reijiro Wakatsuki, Member of the House of Peers;

L'Amiral Takeshi Takarabe, Ministre de la Marine;

Admiral Takeshi Takarabe, Minister for the Navy;

M. Tsuneo Matsudaira, Son Ambassadeur Extraordinaire et Plénipotentiaire près la Cour de St. James;

Mr. Tsuneo Matsudaira, His Ambassador Extraordinary and Plenipotentiary at the Court of St. James;

M. Matsuzo Nagai, Son Ambassadeur Extraordinaire et Plénipotentiaire près Sa Majesté le Roi des Belges;

Mr. Matsuzo Nagai, His Ambassador Extraordinary and Plenipotentiary to His Majesty the King of the Belgians;

Lesquels, après s'être communiqué leurs pleins pouvoirs, reconnus en bonne et due forme, sont convenus des dispositions suivantes:

Who, having communicated to one another their full powers, found in good and due form, have agreed as follows:

PARTIE I.

PART I.

ARTICLE 1.

ARTICLE 1.

LES HAUTES PARTIES CONTRACTANTES conviennent de ne pas exercer, de 1931 à 1936 inclusive-ment, leur droit de mettre sur cale des bâtiments de ligne de remplacement, prévu au Chapitre II, Partie 3 du Traité pour la Limitation des Armements navals, signé entre elles à Washington le 6 février 1922 et désigné dans le présent Traité sous le nom de Traité de Washington.

THE HIGH CONTRACTING PARTIES agree not to exercise their rights to lay down the keels of capital ship replacement tonnage during the years 1931-1936 inclusive as provided in Chapter II, Part 3 of the Treaty for the Limitation of Naval Armament signed between them at Washington on the 6th February, 1922, and referred to in the present Treaty as the Washington Treaty.

Capital ship replacement tonnage. Mutual suspension, during 1931-1936.

Vol. 43, p. 1669.

Cette disposition n'affecte pas l'application de la clause relative au remplacement des bâtiments perdus ou détruits accidentellement, énoncée au Chapitre II, Partie 3, Section I, paragraphe (c) dudit Traité.

This provision is without prejudice to the disposition relating to the replacement of ships accidentally lost or destroyed contained in Chapter II, Part 3, Section I, paragraph (c) of the said Treaty.

Replacements of accidentally lost or destroyed ships.

Vol. 43, p. 1670.

Construction allowed
France and Italy.

La France et l'Italie pourront cependant construire le tonnage de remplacement qu'elles étaient autorisées à mettre sur cale en 1927 et en 1929, conformément aux dispositions dudit Traité.

France and Italy may, however, build the replacement tonnage which they were entitled to lay down in 1927 and 1929 in accordance with the provisions of the said Treaty.

ARTICLE 2.

ARTICLE 2.

Scrapping capital
ships.

1. Les États-Unis, le Royaume-Uni de Grande Bretagne et d'Irlande du Nord et le Japon déclasseront les bâtiments de ligne suivants, ainsi qu'il est prescrit au présent Article:

1. The United States, the United Kingdom of Great Britain and Northern Ireland and Japan shall dispose of the following capital ships as provided in this Article:

United States.

États-Unis:
"Florida".
"Utah".
"Arkansas" ou "Wyoming".

United States:

"Florida".
"Utah".
"Arkansas" or "Wyoming".

United Kingdom.

Royaume-Uni:
"Benbow".
"Iron Duke".
"Marlborough".
"Emperor of India".
"Tiger".

United Kingdom:

"Benbow".
"Iron Duke".
"Marlborough".
"Emperor of India".
"Tiger".

Japan.

Japon:
"Hiyei".

Japan:

"Hiyei".

Rules for scrapping.
Conversion for target
practice excepted.

(a) Sous réserve des dispositions du sous-paragraphe (b), ces bâtiments, à moins qu'ils ne soient transformés pour servir exclusivement de cibles, en application du Chapitre II, Partie 2, paragraphe II(c) du Traité de Washington, seront détruits de la manière suivante:

(a) Subject to the provisions of sub-paragraph (b), the above ships, unless converted to target use exclusively in accordance with Chapter II, Part 2, paragraph II(c) of the Washington Treaty, shall be scrapped in the following manner:

Vol. 43, p. 1666.

Ships designated to
be rendered unfit for
warlike service.

L'un des bâtiments qui doivent être détruits par les États-Unis, et deux de ceux qui doivent l'être par le Royaume-Uni seront mis hors d'état de remplir un service de combat conformément au Chapitre II, Partie 2, paragraphe III(b) du Traité de Washington, dans les douze mois qui suivront l'entrée en vigueur du présent Traité. Ces bâtiments seront définitivement détruits, conformément au paragraphe II(a) ou (b) de la même Partie 2, dans les vingt-quatre mois qui suivront ladite entrée en vigueur. A l'égard du deuxième bâtiment qui sera détruit par les États-Unis et des troisième et quatrième bâtiments qui le seront par le Royaume-Uni, les susdits délais

One of the ships to be scrapped by the United States, and two of those to be scrapped by the United Kingdom shall be rendered unfit for warlike service, in accordance with Chapter II, Part 2, paragraph III(b) of the Washington Treaty, within twelve months from the coming into force of the present Treaty. These ships shall be finally scrapped, in accordance with paragraph II(a) or (b) of the said Part 2, within twenty-four months from the said coming into force. In the case of the second of the ships to be scrapped by the United States, and of the third and fourth of the ships to be scrapped by the United Kingdom, the said periods shall be eighteen

Vol. 43, p. 1667.

Effective time.

Procedure.

By sinking or dem-
olition.
Vol. 43, p. 1666.

Periods for effecting
scrapping of other ships.

seront de dix-huit et de trente mois, respectivement, à compter de l'entrée en vigueur du présent Traité.

(b) Parmi les bâtiments à déclasser conformément au présent Article, les suivants pourront être conservés pour servir à l'instruction:

par les États-Unis: "Arkansas" ou "Wyoming".

par le Royaume-Uni: "Iron Duke".

Par le Japon: "Hiyei".

Ces navires seront mis dans l'état prescrit à la Section V de l'Annexe II à la Partie II du présent Traité. Les travaux nécessaires pour mettre ces bâtiments dans cet état commenceront, en ce qui concerne les États-Unis et le Royaume-Uni, dans les douze mois à compter de l'entrée en vigueur du présent Traité, et, en ce qui concerne le Japon, dans les dix-huit mois à compter de la même date; les travaux seront terminés dans les six mois qui suivront l'expiration des délais mentionnés ci-dessus.

Ceux de ces bâtiments qui ne sont pas conservés pour servir à l'instruction seront, dans les dix-huit mois, mis hors d'état de remplir un service de combat, et définitivement détruits dans les trente mois à compter de l'entrée en vigueur du présent Traité.

2. Sous réserve de tout déclassement de bâtiments de ligne que pourrait rendre nécessaire, conformément au Traité de Washington, la construction par la France et l'Italie du tonnage de remplacement visé à l'Article 1 du présent Traité, tous les bâtiments de ligne existants mentionnés au Chapitre II, Partie 3, Section II du Traité de Washington, et non désignés ci-dessus comme devant être déclassés, pourront être conservés pendant la durée d'application du présent Traité.

3. Le droit à remplacement n'est pas perdu du fait d'un retard dans la mise sur cale de

and thirty months respectively from the coming into force of the present Treaty.

(b) Of the ships to be disposed of under this Article, the following may be retained for training purposes:

by the United States: "Arkansas" or "Wyoming".

by the United Kingdom: "Iron Duke".

by Japan: "Hiyei".

These ships shall be reduced to the condition prescribed in Section V of Annex II to Part II of the present Treaty. The work of reducing these vessels to the required condition shall begin, in the case of the United States and the United Kingdom, within twelve months, and in the case of Japan within eighteen months from the coming into force of the present Treaty; the work shall be completed within six months of the expiration of the above-mentioned periods.

Any of these ships which are not retained for training purposes shall be rendered unfit for war like service within eighteen months, and finally scrapped within thirty months, of the coming into force of the present Treaty.

2. Subject to any disposal of capital ships which might be necessitated, in accordance with the Washington Treaty, by the building by France or Italy of the replacement tonnage referred to in Article 1 of the present Treaty, all existing capital ships mentioned in Chapter II, Part 3, Section II of the Washington Treaty and not designated above to be disposed of may be retained during the term of the present Treaty.

3. The right of replacement is not lost by delay in laying down replacement tonnage, and the old

Retention for training purposes.

By United States.

By United Kingdom.

By Japan.

Changes prescribed for conversion.

Post, p. 2874.

Commencement and completion of reduction.

Disposition of remainder.

Capital ships retained.

Ante, p. 2862.

Vol. 43, p. 1672.

Replacement rights.

Vol. 43, p. 1672.

bâtiments constituant le tonnage de remplacement, et l'ancien bâtiment peut être conservé jusqu'à remplacement, même si, aux termes du Chapitre II, Partie 3, Section II, du Traité de Washington, ce bâtiment devait être détruit.

vessel may be retained until replaced even though due for scrapping under Chapter II, Part 3, Section II, of the Washington Treaty.

ARTICLE 3.

Aircraft carriers.

1. Pour l'application du Traité de Washington, la définition du porte-aéronefs, donnée au Chapitre II, Partie 4 dudit Traité, est remplacée par la définition suivante:

L'expression "porte - aéro - neufs" comprend tout bâtiment de guerre de surface, quel qu'en soit le déplacement, spécifiquement et exclusivement conçu pour porter des aéronefs et construit de telle façon que des aéronefs puissent y prendre leur vol et s'y poser.

Launching or flying-off decks on ships not exclusively designed as aircraft carriers, not so regarded.

2. Le fait d'équiper d'une plateforme ou d'un pont d'envol ou d'atterrissage un bâtiment de ligne, un croiseur ou un destroyer, n'implique pas qu'un bâtiment ainsi équipé doive être compris ou classé dans la classe des porte-aéronefs, à moins que ce bâtiment ne soit conçu ou aménagé exclusivement pour servir de porte-aéronefs.

Ships built prior to April 1, 1930.

3. Aucun bâtiment de ligne existant au 1er avril 1930 ne sera équipé d'une plateforme ou d'un pont d'atterrissage.

ARTICLE 4.

Aircraft carriers of 10,000 tons, or less, displacement. Acquisition, etc., of, restricted. Gun calibre.

1. Aucun porte-aéronefs d'un déplacement type de 10.000 tonnes (10.160 tonnes métriques) ou moins, et portant un canon d'un calibre supérieur à 155 millimètres (6,1 pouces), ne sera acquis par l'une des Hautes Parties Contractantes ou construit par elle ou pour elle.

Future construction forbidden.

2. À partir de l'entrée en vigueur du présent Traité pour toutes les Hautes Parties Contractantes, aucun porte-aéronefs d'un déplacement type de 10.000 tonnes (10.160 tonnes métri-

ARTICLE 3.

1. For the purposes of the Washington Treaty, the definition of an aircraft carrier given in Chapter II, Part 4 of the said Treaty is hereby replaced by the following definition:

The expression "aircraft carrier" includes any surface vessel of war, whatever its displacement, designed for the specific and exclusive purpose of carrying aircraft and so constructed that aircraft can be launched therefrom and landed thereon.

2. The fitting of a landing-on or flying-off platform or deck on a capital ship, cruiser or destroyer, provided such vessel was not designed or adapted exclusively as an aircraft carrier, shall not cause any vessel so fitted to be charged against or classified in the category of aircraft carriers.

3. No capital ship in existence on the 1st April, 1930, shall be fitted with a landing-on platform or deck.

ARTICLE 4.

1. No aircraft carrier of 10,000 tons (10,160 metric tons) or less standard displacement mounting a gun above 6.1-inch (155 mm.) calibre shall be acquired by or constructed by or for any of the High Contracting Parties.

2. As from the coming into force of the present Treaty in respect of all the High Contracting Parties, no aircraft carrier of 10,000 tons (10,160 metric tons) or less standard displacement

ques) ou moins, et portant un canon d'un calibre supérieur à 155 millimètres (6,1 pouces) ne sera construit dans la juridiction de l'une des Hautes Parties Contractantes.

ARTICLE 5.

Le plan et la construction d'un porte-aéronefs ne doivent pas lui permettre de porter un armement plus puissant que celui qui est autorisé pour lui par l'Article IX ou l'Article X du Traité de Washington ou par l'Article 4 du présent Traité, suivant le cas.

Lorsque le calibre de 152 millimètres (6 pouces) est mentionné dans lesdits Articles IX et X, le calibre de 155 millimètres (6,1 pouces) doit lui être substitué.

PARTIE II.

ARTICLE 6.

1. Les règles énoncées au Chapitre II, Partie 4 du Traité de Washington pour la détermination du déplacement type s'appliqueront à tous les bâtiments de guerre de surface de chacune des Hautes Parties Contractantes.

2. Le déplacement type d'un sous-marin est le déplacement en surface du bâtiment achevé (non compris l'eau des compartiments non étanches) avec son équipage complet, son appareil moteur, prêt à prendre la mer, ayant tout son armement et toutes ses munitions, ses installations, équipements, vivres pour l'équipage, outillages divers et rechanges de toute nature qu'il doit emporter en temps de guerre, mais sans combustible, huile lubrifiante, eau douce ou eau de ballast de toute sorte.

3. Le déplacement de chaque bâtiment combattant de la flotte militaire est évalué lorsque ce bâtiment se trouve dans les conditions type. Le mot "tonne", sauf dans l'expression "tonnes métriques", désigne une tonne de 1.016 kilogrammes (2.240 lbs.).

mounting a gun above 6.1-inch (155 mm.) calibre shall be constructed within the jurisdiction of any of the High Contracting Parties.

ARTICLE 5.

An aircraft carrier must not be designed and constructed for carrying a more powerful armament than that authorised by Article IX or Article X of the Washington Treaty, or by Article 4 of the present Treaty, as the case may be.

Wherever in the said Articles IX and X the calibre of 6 inches (152 mm.) is mentioned, the calibre of 6.1 inches (155 mm.) is substituted therefor.

PART II.

ARTICLE 6.

1. The rules for determining standard displacement prescribed in Chapter II, Part 4 of the Washington Treaty shall apply to all surface vessels of war of each of the High Contracting Parties.

2. The standard displacement of a submarine is the surface displacement of the vessel complete (exclusive of the water in non-watertight structure) fully manned, engined, and equipped ready for sea, including all armament and ammunition, equipment, outfit, provisions for crew, miscellaneous stores, and implements of every description that are intended to be carried in war, but without fuel, lubricating oil, fresh water or ballast water of any kind on board.

3. Each naval combatant vessel shall be rated at its displacement tonnage when in the standard condition. The word "ton", except in the expression "metric tons", shall be understood to be the ton of 2,240 pounds (1,016 kilos.).

Armament limitations.

Vol. 43, pp. 1659, 1660.

Ante, p. 2864.

Calibre increased.

PART II.

Standard displacement. Rules determining, applicable to all surface vessels of war. Vol. 43, p. 1680.

Submarines.

Naval combatants, ratings.

"Ton" defined.

ARTICLE 7.

Maximum tonnage and gun calibre allowed submarines.

1. Aucun sous-marin de déplacement type supérieur à 2.000 tonnes (2.032 tonnes métriques) ou armé d'un canon d'un calibre supérieur à 130 millimètres (5,1 pouces) ne sera acquis par l'une des Hautes Parties Contractantes ou construit par elle ou pour elle.

Retention of three submarines permitted.

2. Chacune des Hautes Parties Contractantes peut, toutefois, conserver, construire ou acquérir un nombre maximum de trois sous-marins d'un déplacement type n'excédant pas 2.800 tonnes (2.845 tonnes métriques); ces sous-marins peuvent porter une artillerie d'un calibre ne dépassant pas 155 millimètres (6,1 pouces). Dans ce nombre, la France peut conserver une unité déjà lancée de 2.880 tonnes (2.926 tonnes métriques) portant une artillerie d'un calibre de 203 millimètres (8 pouces).

France.

Submarines of 2,000 tons displacement, held April 1, 1930, may be retained.
Post, p. 2879.

3. Les Hautes Parties Contractantes peuvent conserver les sous-marins qu'elles possédaient au 1er avril 1930, dont le déplacement type n'excède pas 2.000 tonnes (2.032 tonnes métriques) et dont le calibre de l'artillerie dépasse 130 millimètres (5,1 pouces).

Maximum allowed.

4. A partir de l'entrée en vigueur du présent Traité pour toutes les Hautes Parties Contractantes, aucun sous-marin de déplacement type supérieur à 2.000 tonnes (2.032 tonnes métriques) ou armé d'un canon d'un calibre supérieur à 130 millimètres (5,1 pouces) ne sera construit dans la juridiction de l'une des Hautes Parties Contractantes, sous réserve des dispositions du paragraphe 2 du présent Article.

Supra.

Exemptions.

Sous réserve d'accords spéciaux qui les soumettraient à une limitation, les bâtiments ci-après n'y sont pas sujets:

(a) les bâtiments combattants de surface de la flotte militaire dont le déplacement type est égal ou inférieur à 600 tonnes (610 tonnes métriques);

ARTICLE 7.

1. No submarine the standard displacement of which exceeds 2,000 tons (2,032 metric tons) or with a gun above 5.1-inch (130 mm.) calibre shall be acquired by or constructed by or for any of the High Contracting Parties.

2. Each of the High Contracting Parties may, however, retain, build or acquire a maximum number of three submarines of a standard displacement not exceeding 2,800 tons (2,845 metric tons); these submarines may carry guns not above 6.1-inch (155 mm.) calibre. Within this number, France may retain one unit, already launched, of 2,880 tons (2,926 metric tons), with guns the calibre of which is 8 inches (203 mm.).

3. The High Contracting Parties may retain the submarines which they possessed on the 1st April, 1930, having a standard displacement not in excess of 2,000 tons (2,032 metric tons) and armed with guns above 5.1-inch (130 mm.) calibre.

4. As from the coming into force of the present Treaty in respect of all the High Contracting Parties, no submarine the standard displacement of which exceeds 2,000 tons (2,032 metric tons) or with a gun above 5.1-inch (130 mm.) calibre shall be constructed within the jurisdiction of any of the High Contracting Parties, except as provided in paragraph 2 of this Article.

ARTICLE 8.

Subject to any special agreements which may submit them to limitation, the following vessels are exempt from limitation:

(a) naval surface combatant vessels of 600 tons (610 metric tons) standard displacement and under;

(b) les bâtiments combattants de surface de la flotte militaire dont le déplacement type dépasse 600 tonnes (610 tonnes métriques), mais ne dépasse pas 2.000 tonnes (2.032 tonnes métriques), à condition qu'ils n'aient aucune des caractéristiques suivantes:

(1) être armé d'une pièce d'un calibre supérieur à 155 millimètres (6,1 pouces);

(2) être armé de plus de quatre pièces d'un calibre supérieur à 76 millimètres (3 pouces);

(3) être conçu ou équipé pour lancer des torpilles;

(4) être conçu pour une vitesse supérieure à vingt nœuds.

(c) les bâtiments de surface de la flotte militaire qui, n'étant pas spécifiquement construits comme navires combattants, sont utilisés pour le service de la flotte, ou comme transports de troupes, ou pour tout emploi autre que celui de navire combattant, à condition qu'ils n'aient aucune des caractéristiques suivantes:

(1) être armé d'une pièce d'un calibre supérieur à 155 millimètres (6,1 pouces);

(2) être armé de plus de quatre pièces d'un calibre supérieur à 76 millimètres (3 pouces);

(3) être conçu ou équipé pour lancer des torpilles;

(4) être conçu pour une vitesse supérieure à vingt nœuds;

(5) être protégé par des plaques de blindage;

(6) être conçu ou équipé pour mouiller des mines;

(7) être équipé pour l'atterrissage d'aéronefs à bord;

(8) avoir à bord plus d'un appareil pour lancer des aéronefs, si cet appareil est placé dans l'axe du bâtiment, ou plus de deux, si ces appareils sont placés un de chaque bord;

(9) étant équipé d'un moyen quelconque de lancement des aéronefs dans l'air, être conçu ou aménagé pour mettre en action en mer plus de trois aéronefs.

(b) naval surface combatant vessels exceeding 600 tons (610 metric tons), but not exceeding 2,000 tons (2,032 metric tons) standard displacement, provided they have none of the following characteristics:

Exemptions—Continued.

(1) mount a gun above 6.1-inch (155 mm.) calibre;

(2) mount more than four guns above 3-inch (76 mm.) calibre;

(3) are designed or fitted to launch torpedoes;

(4) are designed for a speed greater than twenty knots.

(c) naval surface vessels not specifically built as fighting ships which are employed on fleet duties or as troop transports or in some other way than as fighting ships, provided they have none of the following characteristics:

(1) mount a gun above 6.1-inch (155 mm.) calibre;

(2) mount more than four guns above 3-inch (76 mm.) calibre;

(3) are designed or fitted to launch torpedoes;

(4) are designed for a speed greater than twenty knots;

(5) are protected by armour plate;

(6) are designed or fitted to launch mines;

(7) are fitted to receive aircraft on board from the air;

(8) mount more than one aircraft-launching apparatus on the centre line; or two, one on each broadside;

(9) if fitted with any means of launching aircraft into the air, are designed or adapted to operate at sea more than three aircraft.

ARTICLE 9.

Rules for replacement.
Vessels affected.
Post, p. 2870.

Les règles de remplacement énoncées à l'Annexe I de la présente Partie II sont applicables aux bâtiments de guerre dont le déplacement type ne dépasse pas 10.000 tonnes (10.160 tonnes métriques). Il est fait exception pour les porte-aéronefs, leur remplacement étant régi par le Traité de Washington.

Vol. 43, p. 1680.

ARTICLE 10.

Data to be communicated to the other High Contracting Powers.

Dans le mois qui suivra respectivement la date de mise sur cale et la date d'achèvement, les Hautes Parties Contractantes se communiqueront mutuellement tous les renseignements indiqués ci-dessous au sujet de tous bâtiments de guerre mis sur cale ou achevés par elles ou pour elles après l'entrée en vigueur du présent Traité, à l'exception des bâtiments de ligne, des porte-aéronefs et des bâtiments qui sont exempts de limitation conformément à l'Article 8:

(a) la date de la mise sur cale avec les indications suivantes:

classification du bâtiment;
déplacement type en tonnes et en tonnes métriques;
dimensions principales, à savoir: longueur à la ligne de flottaison, largeur maxima à ou sous la ligne de flottaison;

tirant d'eau moyen correspondant au déplacement type;
calibre du plus gros canon.

(b) la date d'achèvement ainsi que les indications qui précèdent, relatives au bâtiment à cette date.

Les renseignements à fournir pour les bâtiments de ligne et les porte-aéronefs sont régis par le Traité de Washington.

ARTICLE 11.

Rules for disposal of vessels of war.
Ante, p. 2862.

Post, p. 2871.

Scope.

Ante, p. 2864.

Sous réserve des dispositions de l'Article 2 du présent Traité, les règles de déclassement contenues dans l'Annexe II à la présente Partie II s'appliqueront à tous les bâtiments de guerre à déclasser en vertu dudit Traité, ainsi qu'aux porte-aéronefs définis à l'Article 3.

ARTICLE 9.

The rules as to replacement contained in Annex I to this Part II are applicable to vessels of war not exceeding 10,000 tons (10,160 metric tons) standard displacement, with the exception of aircraft carriers, whose replacement is governed by the provisions of the Washington Treaty.

ARTICLE 10.

Within one month after the date of laying down and the date of completion respectively of each vessel of war, other than capital ships, aircraft carriers and the vessels exempt from limitation under Article 8, laid down or completed by or for them after the coming into force of the present Treaty, the High Contracting Parties shall communicate to each of the other High Contracting Parties the information detailed below:

(a) the date of laying the keel and the following particulars:

classification of the vessel;
standard displacement in tons and metric tons;
principal dimensions, namely: length at water-line, extreme beam at or below water-line;

mean draft at standard displacement;

calibre of the largest gun.

(b) the date of completion together with the foregoing particulars relating to the vessel at that date.

The information to be given in the case of capital ships and aircraft carriers is governed by the Washington Treaty.

ARTICLE 11.

Subject to the provisions of Article 2 of the present Treaty, the rules for disposal contained in Annex II to this Part II shall be applied to all vessels of war to be disposed of under the said Treaty, and to aircraft carriers as defined in Article 3.

ARTICLE 12.

1. Sous réserve de tous accords supplémentaires qui pourraient modifier entre les Hautes Parties Contractantes intéressées les listes figurant à l'Annexe III à la présente Partie II, les bâtiments spéciaux indiqués à ladite Annexe pourront être conservés et leur tonnage ne sera pas compris dans le tonnage limitable.

2. Tout autre bâtiment construit, transformé ou acquis pour les fins en vue desquelles les bâtiments spéciaux sont conservés sera imputé sur le tonnage de la classe combattante appropriée, suivant les caractéristiques du bâtiment, à moins que celui-ci ne soit conforme aux caractéristiques des bâtiments non sujets à limitation en vertu de l'Article 8.

3. Le Japon peut toutefois remplacer les mouilleurs de mines "Aso" et "Tokiwa" par deux nouveaux mouilleurs de mines avant le 31 décembre 1936. Le déplacement type des nouveaux bâtiments n'excédera pas 5.000 tonnes (5.080 tonnes métriques); leur vitesse ne sera pas supérieure à vingt nœuds, et leurs autres caractéristiques seront conformes à celles qui sont définies au paragraphe (b) de l'Article 8. Les nouveaux bâtiments seront considérés comme des bâtiments spéciaux et leur tonnage ne sera compris dans le tonnage d'aucune des catégories combattantes. L'"Aso" et le "Tokiwa" seront déclassés, conformément à la Section I ou à la Section II de l'Annexe II à la présente Partie II, lors de l'achèvement des bâtiments de remplacement.

4. Les bâtiments "Asama", "Yakumo", "Izumo", "Iwate" et "Kasuga" seront déclassés conformément à la Section I ou à la Section II de l'Annexe II à la présente Partie II, quand les trois premiers bâtiments du type "Kuma" auront été remplacés par des bâtiments nouveaux. Ces trois bâtiments du type "Kuma" seront mis dans l'état prescrit au sous-paragraphe (b) 2 de la Section V de l'Annexe II à la présente Partie II; ils seront employés

ARTICLE 12.

1. Subject to any supplementary agreements which may modify, as between the High Contracting Parties concerned, the lists in Annex III to this Part II, the special vessels shown therein may be retained and their tonnage shall not be included in the tonnage subject to limitation.

2. Any other vessel constructed, adapted or acquired to serve the purposes for which these special vessels are retained shall be charged against the tonnage of the appropriate combatant category, according to the characteristics of the vessel, unless such vessel conforms to the characteristics of vessels exempt from limitation under Article 8.

3. Japan may, however, replace the minelayers "Aso" and "Tokiwa" by two new mine layers before the 31st December, 1936. The standard displacement of each of the new vessels shall not exceed 5,000 tons (5,080 metric tons); their speed shall not exceed twenty knots, and their other characteristics shall conform to the provisions of paragraph (b) of Article 8. The new vessels shall be regarded as special vessels and their tonnage shall not be chargeable to the tonnage of any combatant category. The "Aso" and "Tokiwa" shall be disposed of in accordance with Section I or II of Annex II to this Part II, on completion of the replacement vessels.

4. The "Asama", "Yakumo", "Izumo", "Iwate" and "Kasuga" shall be disposed of in accordance with Section I or II of Annex II to this Part II when the first three vessels of the "Kuma" class have been replaced by new vessels. These three vessels of the "Kuma" class shall be reduced to the condition prescribed in Section V, sub-paragraph (b) 2 of Annex II to this Part II, and are to be used for training ships, and their tonnage

Special vessels excluded.

Post, p. 2875.

Undesignated vessels performing like service. Retention of, chargeable to combatant tonnage.

Exception.

Ante p. 2866.

Replacement of two minelayers allowed Japan.

Conditions.

Characteristics.

Ante, p. 2867.

Category.

Disposition of displaced vessels. Post, p. 2871.

Replacement of designated vessels.

Post, p. 2871.

Conversion of three, for training purposes.

Post, p. 2874.

comme bâtiments-écoles et, dans la suite, leur tonnage ne sera pas compris dans le tonnage limitable.

shall not thereafter be included in the tonnage subject to limitation.

ARTICLE 13.

ARTICLE 13.

Stationary training hulks, etc.

Les bâtiments existants de différents types qui, avant le 1er avril 1930, étaient utilisés comme établissements fixes d'instruction ou comme pontons peuvent être conservés dans un état qui ne leur permette pas de prendre la mer.

Existing ships of various types, which, prior to the 1st April, 1930, have been used as stationary training establishments or hulks, may be retained in a non-seagoing condition.

ANNEX I.

ANNEXE I.

ANNEX I.

Rules for replacement.

Règles de remplacement.

Rules for replacement.

Post, p. 2876.

Section I.—Sauf dans les cas prévus à la Section III de la présente Annexe et à la Partie III du présent Traité, un bâtiment ne doit pas être remplacé avant qu'il ne devienne "hors d'âge". Un bâtiment est considéré comme étant "hors d'âge" lorsque le nombre d'années indiqué ci-dessous s'est écoulé depuis la date de son achèvement:

(a) Bâtiment de surface de plus de 3.000 tonnes (3.048 tonnes métriques), mais n'excédant pas 10.000 tonnes (10.160 tonnes métriques) de déplacement type:

- (i) s'il a été mis sur cale avant le 1er janvier 1920: 16 ans;
- (ii) s'il a été mis sur cale après le 31 décembre 1919: 20 ans.

(b) Bâtiment de surface n'excédant pas 3.000 tonnes (3.048 tonnes métriques) de déplacement type:

- (i) s'il a été mis sur cale avant le 1er janvier 1921: 12 ans;
- (ii) s'il a été mis sur cale après le 31 décembre 1920: 16 ans.

(c) Sous-marin: 13 ans.

Les bâtiments constituant le tonnage de remplacement ne doivent pas être mis sur cale plus de trois ans avant l'année au cours de laquelle le bâtiment à remplacer deviendra "hors d'âge"; mais ce délai est réduit à deux ans pour les bâtiments de surface de remplacement ne dépassant pas 3.000 tonnes (3.048 tonnes métriques) de déplacement type.

Le droit à remplacement n'est pas perdu du fait d'un retard dans la mise sur cale de bâtiments constituant le tonnage de remplacement.

Section II.—Sous réserve de dispositions contraires du présent Traité, le ou les bâtiments dont la conservation provoquerait un excédent par rapport au tonnage maximum autorisé pour leur classe seront, lors de l'achèvement ou de l'acquisition du ou des bâtiments constituant le tonnage de remplacement, déclassés en application des dispositions de l'Annexe II à la présente Partie II.

Section III.—Dans le cas de perte ou de destruction accidentelle, un bâtiment pourra être remplacé immédiatement.

Section I.—Except as provided in Section III of this Annex and Part III of the present Treaty, a vessel shall not be replaced before it becomes "over-age". A vessel shall be deemed to be "over-age" when the following number of years have elapsed since the date of its completion:

(a) For a surface vessel exceeding 3,000 tons (3,048 metric tons) but not exceeding 10,000 tons (10,160 metric tons) standard displacement:

- (i) if laid down before the 1st January, 1920: 16 years;
- (ii) if laid down after the 31st December, 1919: 20 years.

(b) For a surface vessel not exceeding 3,000 tons (3,048 metric tons) standard displacement:

- (i) if laid down before the 1st January, 1921: 12 years;
- (ii) if laid down after the 31st December, 1920: 16 years.

(c) For a submarine: 13 years.

The keels of replacement tonnage shall not be laid down more than three years before the year in which the vessel to be replaced becomes "over-age"; but this period is reduced to two years in the case of any replacement surface vessel not exceeding 3,000 tons (3,048 metric tons) standard displacement.

The right of replacement is not lost by delay in laying down replacement tonnage.

Section II.—Except as otherwise provided in the present Treaty, the vessel or vessels, whose retention would cause the maximum tonnage permitted in the category to be exceeded, shall, on the completion or acquisition of replacement tonnage, be disposed of in accordance with Annex II to this Part II.

Section III.—In the event of loss or accidental destruction a vessel may be immediately replaced.

ANNEXE II.

Règles de déclassement des Bâtiments de Guerre.

Le présent Traité prévoit pour le déclassement des bâtiments de guerre les procédés suivants:

- (i) destruction (par submersion ou démolition);
- (ii) transformation du bâtiment en ponton;
- (iii) transformation du bâtiment pour l'usage exclusif de cible;
- (iv) conservation du bâtiment pour le faire servir exclusivement à des expériences;
- (v) conservation du bâtiment pour le faire servir exclusivement à l'instruction.

Tout bâtiment de guerre à déclasser, autre qu'un bâtiment de ligne, peut être soit détruit, soit transformé en ponton à la volonté de la Haute Partie Contractante intéressée.

Tout bâtiment de guerre, autre qu'un bâtiment de ligne, conservé comme cible, bâtiment d'expérience ou bâtiment d'instruction, doit finalement être détruit ou transformé en ponton.

Section I.—Bâtiments à détruire.

(a) Un bâtiment à détruire en raison de son remplacement devra être mis hors d'état de remplir un service de combat dans les six mois qui suivront la date d'achèvement du bâtiment de remplacement, ou du premier des bâtiments de remplacement, s'il doit être remplacé par plus d'un bâtiment. Si, cependant, l'achèvement du nouveau ou des nouveaux bâtiments est retardé, les opérations nécessaires pour mettre le vieux bâtiment hors d'état de remplir un service de combat devront néanmoins être terminées dans les quatre ans et demi qui suivront la date de la mise sur cale du nouveau bâtiment ou du premier des nouveaux bâtiments; mais, si le nouveau ou l'un des nouveaux bâtiments est un bâtiment de surface dont le déplacement type ne dépasse pas 3.000 tonnes (3.048 tonnes métriques), ce délai sera réduit à trois ans et demi.

(b) Un bâtiment à détruire devra être considéré comme hors d'état de remplir un service de combat lorsqu'on aura enlevé et mis à terre ou détruit à bord:

- (1) tous les canons et parties essentielles de canons, les hunes de direction de tir et les parties tournantes des tourelles barbottes et fermées;
- (2) toute la machinerie hydraulique ou électrique de manœuvre des tourelles;
- (3) tous les instruments et les télé-mètres de direction de tir;
- (4) toutes les munitions, les explosifs, les mines et les rails pour mines;
- (5) toutes les torpilles, les cônes de charge, les tubes lance-torpilles et les circulaires de pointage;

ANNEX II.

Rules for disposal of Vessels of War.

ANNEX II.

Rules for disposal of Vessels of War.

The present Treaty provides for the disposal of vessels of war in the following ways:

- (i) by scrapping (sinking or breaking up);
- (ii) by converting the vessel to a hulk;
- (iii) by converting the vessel to target use exclusively;
- (iv) by retaining the vessel exclusively for experimental purposes;
- (v) by retaining the vessel exclusively for training purposes.

Any vessel of war to be disposed of, other than a capital ship, may either be scrapped or converted to a hulk at the option of the High Contracting Party concerned.

Vessels, other than capital ships, which have been retained for target, experimental or training purposes, shall finally be scrapped or converted to hulks.

*Section I.—Vessels to be scrapped.**Vessels to be scrapped.*

(a) A vessel to be disposed of by scrapping, by reason of its replacement, must be rendered incapable of warlike service within six months of the date of the completion of its successor, or of the first of its successors if there are more than one. If, however, the completion of the new vessel or vessels be delayed, the work of rendering the old vessel incapable of warlike service shall, nevertheless, be completed within four and a half years from the date of laying the keel of the new vessel, or of the first of the new vessels; but should the new vessel, or any of the new vessels, be a surface vessel not exceeding 3,000 tons (3,048 metric tons) standard displacement, this period is reduced to three and a half years.

(b) A vessel to be scrapped shall be considered incapable of warlike service when there shall have been removed and landed or else destroyed in the ship:

- (1) all guns and essential parts of guns, fire control tops and revolving parts of all barbottes and turrets;
- (2) all hydraulic or electric machinery for operating turrets;
- (3) all fire control instruments and rangefinders;
- (4) all ammunition, explosives, mines and mine rails;
- (5) all torpedoes, war heads, torpedo tubes and training racks;

(6) toutes les installations de télégraphie sans fil;

(7) tout l'appareil moteur principal ou, si l'on préfère, le blockhaus blindé et toute la cuirasse de flanc;

(8) toutes les grues, mâts de charge, ascenseurs et appareils de lancement pour aéronefs. Tous les ponts et plateformes d'atterrissage ou d'envol, ou, si l'on préfère, tout l'appareil moteur principal;

(9) en outre, dans le cas des sous-marins, toutes batteries principales d'accumulateurs, compresseurs d'air avec leurs installations et pompes de ballast.

(c) La destruction devra être définitivement effectuée de l'une ou l'autre des manières suivantes dans les douze mois qui suivront la date à laquelle le travail nécessaire pour mettre le bâtiment hors d'état de remplir un service de combat doit être terminé:

(1) submersion du bâtiment sans possibilité de renflouement;

(2) démolition; cette opération devra toujours comprendre la destruction ou l'enlèvement de toutes machines, chaudières, cuirasses, ainsi que de tout le bordé de pont, de flanc et de fond.

Section II.—Bâtiments à transformer en pontons.

Conversion into hulks.

Un bâtiment à déclasser par transformation en ponton devra être considéré comme définitivement déclassé quand les conditions prescrites à la Section I, paragraphe (b), auront été remplies, sauf celles qui sont énoncées dans les sous-paragraphe (6), (7) et (8), et quand les opérations suivantes auront été effectuées:

(1) mise hors d'usage définitive de tous les arbres porte-hélices, paliers de butée, réducteurs de turbines ou moteurs de propulsion principaux et turbines ou cylindres des machines principales;

(2) enlèvement des chaises d'hélices;

(3) enlèvement et démolition de tous ascenseurs pour aéronefs et enlèvement de toutes grues, mâts de charge et appareils de lancement pour aéronefs.

Le bâtiment devra être mis dans l'état ci-dessus dans les mêmes limites de temps que celles qui sont prévues à la Section I pour mettre un bâtiment hors d'état de remplir un service de combat.

Section III.—Bâtiments à transformer pour servir de cibles.

Conversion to target use.

(a) Un bâtiment à déclasser par transformation pour l'usage exclusif de cible sera considéré comme hors d'état de remplir un service de combat quand on aura enlevé et mis à terre, ou détruit à bord du navire:

(1) tous les canons;

(2) toutes les hunes de direction de tir, les instruments et les principaux câbles des transmissions de direction de tir;

(6) all wireless telegraphy installations;

(7) all main propelling machinery, or alternatively the armoured conning tower and all side armour plate;

(8) all aircraft cranes, derricks, lifts and launching apparatus. All landing-on or flying-off platforms and decks, or alternatively all main propelling machinery;

(9) in addition, in the case of submarines, all main storage batteries, air compressor plants and ballast pumps.

(c) Scrapping shall be finally effected in either of the following ways within twelve months of the date on which the work of rendering the vessel incapable of warlike service is due for completion:

(1) permanent sinking of the vessel;

(2) breaking the vessel up; this shall always include the destruction or removal of all machinery, boilers and armour, and all deck, side and bottom plating.

Section II.—Vessels to be converted to hulks.

A vessel to be disposed of by conversion to a hulk shall be considered finally disposed of when the conditions prescribed in Section I, paragraph (b), have been complied with, omitting subparagraphs (6), (7) and (8), and when the following have been effected:

(1) mutilation beyond repair of all propeller shafts, thrust blocks, turbine gearing or main propelling motors, and turbines or cylinders of main engines;

(2) removal of propeller brackets;

(3) removal and breaking up of all aircraft lifts, and the removal of all aircraft cranes, derricks and launching apparatus.

The vessel must be put in the above condition within the same limits of time as provided in Section I for rendering a vessel incapable of warlike service.

Section III.—Vessels to be converted to target use.

(a) A vessel to be disposed of by conversion to target use exclusively shall be considered incapable of warlike service when there have been removed and landed, or rendered unserviceable on board, the following:

(1) all guns;

(2) all fire control tops and instruments and main fire control communication wiring;

- (3) toute la machinerie qui sert à actionner les affûts ou les tourelles;
- (4) toutes les munitions, les explosifs, les mines, les torpilles et tubes lance-torpilles;
- (5) toutes les installations d'aviation et leurs accessoires de toutes sortes.

Le bâtiment devra être mis dans l'état ci-dessus dans les mêmes limites de temps que celles qui sont prévues à la Section I pour mettre un bâtiment hors d'état de remplir un service de combat.

(b) En plus des droits qu'elle possède en vertu du Traité de Washington, chacune des Hautes Parties Contractantes est autorisée à conserver simultanément pour les utiliser exclusivement comme cibles:

- (1) au plus trois bâtiments (croiseurs ou destroyers), mais, de ces trois bâtiments, un seul pourra dépasser le déplacement type de 3.000 tonnes (3.048 tonnes métriques);
- (2) un sous-marin.

(c) La Haute Partie Contractante intéressée s'engage à ne pas remettre en état de remplir un service de combat un bâtiment conservé pour être utilisé comme cible.

Section IV.—Bâtiments à conserver pour servir à des expériences.

(a) Un bâtiment à déclasser en le transformant pour servir exclusivement à des expériences subira le traitement prévu à la Section III(a) de la présente Annexe.

(b) Sans préjudice des règles générales, et pourvu que l'avis en soit dûment donné aux autres Hautes Parties Contractantes, des dérogations raisonnables aux conditions prescrites à la Section III(a) de la présente Annexe, dans la mesure où elles seront nécessaires pour les besoins d'une expérience spéciale, pourront être admises à titre de mesure temporaire.

Toute Haute Partie Contractante qui voudra bénéficier de cette disposition sera tenue de fournir des détails complets sur toutes dérogations de ce genre et d'indiquer la durée pour laquelle ces dérogations seront nécessaires.

(c) Chacune des Hautes Parties Contractantes est autorisée à conserver simultanément pour servir exclusivement à des expériences:

- (1) au plus deux bâtiments (croiseurs ou destroyers), mais, de ces deux bâtiments, un seul pourra dépasser le déplacement type de 3.000 tonnes (3.048 tonnes métriques);
- (2) un sous-marin.

(d) Le Royaume-Uni est autorisé à conserver dans leur état actuel le monitor "Roberts", dont l'artillerie principale avec ses appareils de ma-

(3) all machinery for operating gun mountings or turrets;

(4) all ammunition, explosives, mines, torpedoes and torpedo tubes;

(5) all aviation facilities and accessories.

The vessel must be put into the above condition within the same limits of time as provided in Section I for rendering a vessel incapable of warlike service.

(b) In addition to the rights already possessed by each High Contracting Party under the Washington Treaty, each High Contracting Party is permitted to retain, for target use exclusively, at any one time:

- (1) not more than three vessels (cruisers or destroyers), but of these three vessels only one may exceed 3,000 tons (3,048 metric tons) standard displacement;
- (2) one submarine.

(c) On retaining a vessel for target use, the High Contracting Party concerned undertakes not to recondition it for warlike service.

Section IV.—Vessels retained for experimental purposes.

(a) A vessel to be disposed of by conversion to experimental purposes exclusively shall be dealt with in accordance with the provisions of Section III(a) of this Annex.

(b) Without prejudice to the general rules, and provided that due notice be given to the other High Contracting Parties, reasonable variation from the conditions prescribed in Section III(a) of this Annex, in so far as may be necessary for the purposes of a special experiment, may be permitted as a temporary measure.

Any High Contracting Party taking advantage of this provision is required to furnish full details of any such variations and the period for which they will be required.

(c) Each High Contracting Party is permitted to retain for experimental purposes exclusively at any one time:

- (1) not more than two vessels (cruisers or destroyers), but of these two vessels only one may exceed 3,000 tons (3,048 metric tons) standard displacement;
- (2) one submarine.

(d) The United Kingdom is allowed to retain, in their present conditions, the monitor "Roberts", the main armament guns and mountings of which

Retained for experimental purposes.

Ante, p. 2872.

Retention by United Kingdom.

nœuvre a été définitivement mise hors d'usage, et le transport d'hydravions "Ark Royal", tant qu'ils seront nécessaires pour servir à des expériences. La conservation de ces deux bâtiments n'affecte pas la conservation des bâtiments que permet le paragraphe (c) ci-dessus.

(e) La Haute Partie Contractante intéressée s'engage à ne pas remettre en état de remplir un service de combat un bâtiment conservé pour ces usages.

Section V.—Bâtiments à conserver pour l'instruction.

(a) En plus des droits qu'elle possède déjà en vertu du Traité de Washington, chacune des Hautes Parties Contractantes est autorisée à conserver, exclusivement pour l'instruction, les bâtiments suivants:

États-Unis: 1 bâtiment de ligne ("Arkansas" ou "Wyoming");
 France: 2 bâtiments de surface, dont l'un pourra dépasser le déplacement type de 3.000 tonnes (3.048 tonnes métriques);
 Royaume-Uni: 1 bâtiment de ligne ("Iron Duke");
 Italie: 2 bâtiments de surface, dont l'un pourra dépasser le déplacement type de 3.000 tonnes (3.048 tonnes métriques);
 Japon: 1 bâtiment de ligne ("Hiyei"), 3 croiseurs (type "Kuma").

(b) Les bâtiments conservés pour l'instruction en vertu des dispositions du paragraphe (a) devront subir le traitement suivant dans les six mois à partir de la date à laquelle ils doivent être déclassés:

1. *Bâtiments de ligne.*

Les mesures suivantes devront être prises:

(1) enlèvement des canons de l'artillerie principale, des parties tournantes de toutes les tourelles barbottes et fermées, et de la machinerie qui les actionne, mais trois tourelles avec leur armement pourront être conservées sur chaque bâtiment;

(2) enlèvement de toutes les munitions et explosifs dépassant la quantité nécessaire pour les écoles à feu des canons conservés à bord;

(3) enlèvement du blockhaus et de la cuirasse de flanc entre les tourelles extrême-avant et extrême-arrière;

(4) enlèvement ou mise définitive hors d'usage de tous les tubes lance-torpilles;

(5) enlèvement ou mise définitive hors d'usage à bord du nombre de chaudières dépassant celui qui est nécessaire pour donner la vitesse maximum de dix-huit nœuds.

2. *Autres bâtiments de surface conservés par la France, l'Italie et le Japon.*

Les mesures suivantes devront être prises:

have been mutilated, and the seaplane carrier "Ark Royal", until no longer required for experimental purposes. The retention of these two vessels is without prejudice to the retention of vessels permitted under (c) above.

(e) On retaining a vessel for experimental purposes the High Contracting Party concerned undertakes not to recondition it for warlike service.

Section V.—Vessels retained for training purposes.

(a) In addition to the rights already possessed by any High Contracting Party under the Washington Treaty, each High Contracting Party is permitted to retain for training purposes exclusively the following vessels:

United States: 1 capital ship ("Arkansas" or "Wyoming");
 France: 2 surface vessels, one of which may exceed 3,000 tons (3,048 metric tons) standard displacement;
 United Kingdom: 1 capital ship ("Iron Duke");
 Italy: 2 surface vessels, one of which may exceed 3,000 tons (3,048 metric tons) standard displacement;
 Japan: 1 capital ship ("Hiyei"), 3 cruisers ("Kuma" class).

(b) Vessels retained for training purposes under the provisions of paragraph (a) shall, within six months of the date on which they are required to be disposed of, be dealt with as follows:

1. *Capital Ships.*

The following is to be carried out:

(1) removal of main armament guns, revolving parts of all barbottes and turrets; machinery for operating turrets; but three turrets with their armament may be retained in each ship;

(2) removal of all ammunition and explosives in excess of the quantity required for target practice training for the guns remaining on board;

(3) removal of conning tower and the side armour belt between the foremost and aftermost barbottes;

(4) removal or mutilation of all torpedo tubes;

(5) removal or mutilation on board of all boilers in excess of the number required for a maximum speed of eighteen knots.

2. *Other surface vessels retained by France, Italy and Japan.*

The following is to be carried out:

Retention for training purposes.

Allotments.

Scrapping Capital Ships.

Retention of other surface vessels by France, Italy, and Japan.

(1) enlèvement de la moitié des canons; cependant quatre canons de l'artillerie principale pourront être conservés sur chaque bâtiment;

(2) enlèvement de tous les tubes lance-torpilles;

(3) enlèvement de toutes les installations d'aviation avec leurs accessoires;

(4) enlèvement de la moitié des chaudières.

(c) La Haute Partie Contractante intéressée s'engage à ne pas utiliser pour des fins de combat les bâtiments conservés en application des dispositions de la présente Section.

(1) removal of one half of the guns, but four guns of main calibre may be retained on each vessel;

(2) removal of all torpedo tubes;

(3) removal of all aviation facilities and accessories;

(4) removal of one half of the boilers.

(c) The High Contracting Party concerned undertakes that vessels retained in accordance with the provisions of this Section shall not be used for any combatant purpose.

ANNEXE III.

Bâtiments spéciaux.

ÉTATS-UNIS.

Nom et type du bâtiment.	Déplacement. Tonnes.
Aroostook—Mouilleur de mines	4 950
Oglala—Mouilleur de mines	4 950
Baltimore—Mouilleur de mines	4 413
San Francisco—Mouilleur de mines	4 083
Cheyenne—Monitor	2 800
Helena—Canonnière	1 392
Isabel—Yacht	938
Niagara—Yacht	2 600
Bridgeport—Bâtiment-dépôt pour torpilleurs	11 750
Dobbin—Bâtiment-dépôt pour torpilleurs	12 450
Melville—Bâtiment-dépôt pour torpilleurs	7 150
Whitney—Bâtiment-dépôt pour torpilleurs	12 450
Holland—Bâtiment-dépôt pour sous-marins	11 570
Henderson—Transport de la flotte	10 000
	<hr/>
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FRANCE.

Nom et type de bâtiment.	Déplacement. Tonnes.
Castor—Mouilleur de mines	3 150
Pollux—Mouilleur de mines	2 461
Commandant-Teste—Transport d'hydravions	10 000
Aisne — Aviso	600
Marne " "	600
Ancre " "	604
Scarpe " "	604
Suippe " "	604
Dunkerque " "	644
Laffaux " "	644
Bapaume " "	644
Nancy " "	644
Calais " "	644
Lassigny " "	644
Les Eparges " "	644
Remiremont " "	644
Tahure " "	644
Toul " "	644
Épinal " "	644
Liévin " "	644
(—)—Mouilleur de filets	2 293

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ANNEX III.

Special vessels.

UNITED STATES.

Name and type of vessel.	Displacement. Tons.
Aroostook—Minelayer	4, 950
Oglala—Minelayer	4, 950
Baltimore—Minelayer	4, 413
San Francisco—Minelayer	4, 083
Cheyenne—Monitor	2, 800
Helena—Gunboat	1, 392
Isabel—Yacht	938
Niagara—Yacht	2, 600
Bridgeport—Destroyer tender	11, 750
Dobbin—Destroyer tender	12, 450
Melville—Destroyer tender	7, 150
Whitney—Destroyer tender	12, 450
Holland—Submarine tender	11, 570
Henderson—Naval transport	10, 000
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	91, 496

FRANCE.

Name and type of vessel.	Displacement. Tons.
Castor—Minelayer	3, 150
Pollux—Minelayer	2, 461
Commandant-Teste—Seaplane carrier	10, 000
Aisne — Despatch vessel	600
Marne " "	600
Ancre " "	604
Scarpe " "	604
Suippe " "	604
Dunkerque " "	644
Laffaux " "	644
Bapaume " "	644
Nancy " "	644
Calais " "	644
Lassigny " "	644
Les Eparges " "	644
Remiremont " "	644
Tahure " "	644
Toul " "	644
Épinal " "	644
Liévin " "	644
(—)—Netlayer	2, 293

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ANNEX III.

Special vessels.

United States.

France.

British Common-
wealth of Nations.COMMUNAUTÉ DE NATIONS
BRITANNIQUE

Nom et type du bâtiment.	Déplacement. Tonnes.
Adventure—Mouilleur de mines.....	6. 740
(Royaume-Uni)	
Albatross—Transport d'hydravions.....	5. 000
(Australie)	
Erebus—Monitor.....	7. 200
(Royaume-Uni)	
Terror—Monitor.....	7. 200
(Royaume-Uni)	
Marshal Soult—Monitor.....	6. 400
(Royaume-Uni)	
Clive—Aviso.....	2. 021
(Inde)	
Medway—Bâtiment-dépôt pour sous-marins.....	15. 000
(Royaume-Uni)	
	<hr/>
	49. 561

BRITISH COMMONWEALTH OF
NATIONS.

Name and type of vessel.	Displacement. Tons.
Adventure—Minelayer.....	6, 740
(United Kingdom)	
Albatross—Seaplane carrier....	5, 000
(Australia)	
Erebus—Monitor.....	7, 200
(United Kingdom)	
Terror—Monitor.....	7, 200
(United Kingdom)	
Marshal Soult—Monitor.....	6, 400
(United Kingdom)	
Clive—Sloop.....	2, 021
(India)	
Medway—Submarine depot ship.....	15, 000
(United Kingdom)	
	<hr/>
	49, 561

Italy.

ITALIE.

Nom et type du bâtiment.	Déplacement. Tonnes.
Miraglia — Transport d'hydravions.....	4. 880
Faà di Bruno—Monitor.....	2. 800
Monte Grappa—Monitor.....	605
Montello—Monitor.....	605
Monte Cengio—Ancien monitor.....	500
Monte Novegno—Ancien monitor.....	500
Campania—Aviso.....	2. 070
	<hr/>
	11, 960

ITALY.

Name and type of vessel.	Displacement. Tons.
Miraglia—Seaplane carrier....	4, 880
Faà di Bruno—Monitor.....	2, 800
Monte Grappa—Monitor.....	605
Montello—Monitor.....	605
Monte Cengio—Ex-monitor....	500
Monte Novegno—Ex-monitor....	500
Campania—Sloop.....	2, 070
	<hr/>
	11, 960

Japan.

JAPON.

Nom et type du bâtiment.	Déplacement. Tonnes.
Aso—Mouilleur de mines.....	7. 180
Tokiwa " ".....	9. 240
Asama—Vieux croiseur.....	9. 240
Yakumo " ".....	9. 010
Izumo " ".....	9. 180
Iwate " ".....	9. 180
Kasuga " ".....	7. 080
Yodo—Canonnière.....	1. 320
	<hr/>
	61. 430

JAPAN.

Name and type of vessel.	Displacement. Tons.
Aso—Minelayer.....	7, 180
Tokiwa " ".....	9, 240
Asama—Old cruiser.....	9, 240
Yakumo " ".....	9, 010
Izumo " ".....	9, 180
Iwate " ".....	9, 180
Kasuga " ".....	7, 080
Yodo—Gunboat.....	1, 320
	<hr/>
	61, 430

PART III.

PARTIE III.

PART III.

Tripartite agreement.

Le Président des États-Unis d'Amérique, Sa Majesté le Roi de Grande-Bretagne, d'Irlande et des Territoires Britanniques au delà des Mers, Empereur des Indes, et Sa Majesté l'Empereur du Japon sont convenus entre eux des dispositions de la présente Partie III:

The President of the United States of America, His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, and His Majesty the Emperor of Japan, have agreed as between themselves to the provisions of this Part III:

ARTICLE 14.

Les bâtiments combattants de la flotte militaire des États-Unis, de la Communauté de Nations Britannique et du Japon, autres que les bâtiments de ligne, les porte-aéronefs et les bâtiments exempts de limitation aux termes de l'Article 8, seront limités, pendant la durée du présent Traité, comme il est prévu dans la présente Partie III, et, pour les bâtiments spéciaux, comme il est prévu à l'Article 12.

ARTICLE 15.

Aux fins de la présente Partie III, la définition des classes des croiseurs et des destroyers sera la suivante:

Croiseurs.

Bâtiments de guerre de surface, autres que les bâtiments de ligne ou les porte-aéronefs, dont le déplacement type dépasse 1.850 tonnes (1.880 tonnes métriques), ou dont l'artillerie dépasse le calibre de 130 millimètres (5,1 pouces).

La classe des croiseurs se divise en deux sous-classes, à savoir:

(a) croiseurs portant un canon dont le calibre dépasse 155 millimètres (6,1 pouces);

(b) croiseurs portant un canon dont le calibre ne dépasse pas 155 millimètres (6,1 pouces).

Destroyers.

Bâtiments de guerre de surface dont le déplacement type ne dépasse pas 1.850 tonnes (1.880 tonnes métriques) et dont le calibre de l'artillerie ne dépasse pas 130 millimètres (5,1 pouces).

ARTICLE 16.

1. Dans les classes des croiseurs, des destroyers et des sous-marins, le tonnage achevé qui ne doit pas être dépassé à la

ARTICLE 14.

The naval combatant vessels of the United States, the British Commonwealth of Nations and Japan, other than capital ships, aircraft carriers and all vessels exempt from limitation under Article 8, shall be limited during the term of the present Treaty as provided in this Part III, and, in the case of special vessels, as provided in Article 12.

Limitations imposed.

Ante, p. 2866.*Ante*, p. 2869.

ARTICLE 15.

For the purpose of this Part III the definition of the cruiser and destroyer categories shall be as follows:

Definitions.

Cruisers.

Surface vessels of war, other than capital ships or aircraft carriers, the standard displacement of which exceeds 1,850 tons (1,880 metric tons), or with a gun above 5.1-inch (130 mm.) calibre.

Cruisers.

The cruiser category is divided into two sub-categories, as follows:

(a) cruisers carrying a gun above 6.1-inch (155 mm.) calibre;

(b) cruisers carrying a gun not above 6.1-inch (155 mm.) calibre.

Destroyers.

Surface vessels of war the standard displacement of which does not exceed 1,850 tons (1,880 metric tons), and with a gun not above 5.1-inch (130 mm.) calibre.

Destroyers.

ARTICLE 16.

1. The completed tonnage in the cruiser, destroyer and submarine categories which is not to be exceeded on the 31st

Total cruiser, etc., tonnage allowed.

date du 31 décembre 1936 est énoncé au tableau ci-après :

December, 1936, is given in the following table:

Table.

Classes.	États-Unis.	Communauté de Nations Britannique.	Japon.
Croiseurs:			
(a) à artillerie d'un calibre dépassant 155 mm. (6,1 pouces).	180.000 t. (182.880 t.m.)	146.800 t. (149.149 t.m.)	108.400 t. (110.134 t.m.)
(b) à artillerie d'un calibre de 155 mm. (6,1 pouces) ou au-dessous.	143.500 t. (145.796 t.m.)	192.200 t. (195.275 t.m.)	100.450 t. (102.057 t.m.)
Destroyers	150.000 t. (152.400 t.m.)	150.000 t. (152.400 t.m.)	105.500 t. (107.188 t.m.)
Sous-marins	52.700 t. (53.543 t.m.)	52.700 t. (53.543 t.m.)	52.700 t. (53.543 t.m.)

Categories.	United States.	British Commonwealth of Nations.	Japan.
Cruisers:			
(a) with guns of more than 6.1-inch (155 mm.) calibre.	180,000 tons (182,880 metric tons)	146,800 tons (149,149 metric tons)	108,400 tons (110,134 metric tons)
(b) with guns of 6.1-inch (155 mm.) calibre or less.	143,500 tons (145,796 metric tons)	192,200 tons (195,275 metric tons)	100,450 tons (102,057 metric tons)
Destroyers	150,000 tons (152,400 metric tons)	150,000 tons (152,400 metric tons)	105,500 tons (107,188 metric tons)
Submarines	52,700 tons (53,543 metric tons)	52,700 tons (53,543 metric tons)	52,700 tons (53,543 metric tons)

Reduction of excess tonnage.

2. Les bâtiments qui ont pour effet de faire dépasser dans une classe quelconque le tonnage total indiqué au tableau ci-dessus seront déclassés graduellement durant la période prenant fin au 31 décembre 1936.

2. Vessels which cause the total tonnage in any category to exceed the figures given in the foregoing table shall be disposed of gradually during the period ending on the 31st December, 1936.

Subcruisers.

3. Le nombre maximum des croiseurs de la sous-classe (a) sera le suivant: pour les États-Unis, dix-huit; pour la Communauté de Nations Britannique, quinze; pour le Japon, douze.

3. The maximum number of cruisers of sub-category (a) shall be as follows: for the United States, eighteen; for the British Commonwealth of Nations, fifteen; for Japan, twelve.

Destroyers.

4. Un pourcentage n'excédant pas seize pour cent du tonnage total alloué dans la classe des destroyers pourra être utilisé en bâtiments dépassant le déplacement type de 1.500 tonnes (1.524 tonnes métriques). Les destroyers achevés ou en construction au 1er avril 1930 qui sont en excédent de la limite de ce pourcentage peuvent être conservés, mais il ne pourra être construit ou acquis d'autres destroyers d'un déplacement type dépassant 1.500 tonnes (1.524 tonnes métriques) tant que la réduction à seize pour cent n'aura pas été effectuée.

4. In the destroyer category not more than sixteen per cent. of the allowed total tonnage shall be employed in vessels of over 1,500 tons (1,524 metric tons) standard displacement. Destroyers completed or under construction on the 1st April, 1930, in excess of this percentage may be retained, but no other destroyers exceeding 1,500 tons (1,524 metric tons) standard displacement shall be constructed or acquired until a reduction to such sixteen per cent. has been effected.

Aircraft decks.

5. Un pourcentage n'excédant pas vingt-cinq pour cent du tonnage total alloué dans la classe des croiseurs pourra être muni d'une plateforme ou d'un pont d'atterrissage pour aéronefs.

5. Not more than twenty-five per cent. of the allowed total tonnage in the cruiser category may be fitted with a landing-on platform or deck for aircraft.

6. Il est entendu que les sous-marins visés aux paragraphes 2 et 3 de l'Article 7 sont comptés dans le tonnage total en sous-marins de la Haute Partie Contractante intéressée.

7. Le tonnage des bâtiments conservés conformément à l'Article 13 ou déclassés conformément à l'Annexe II à la Partie II du présent Traité ne sera pas compris dans le tonnage soumis à limitation.

ARTICLE 17.

Entre les croiseurs de la sous-classe (b) et les destroyers est autorisé un transfert ne dépassant pas dix pour cent du tonnage total alloué dans la classe ou sous-classe dans laquelle ce transfert s'effectuera.

ARTICLE 18.

Les États-Unis envisagent l'achèvement pour 1935 de quinze croiseurs de la sous-classe (a) d'un tonnage total de 150.000 tonnes (152.400 tonnes métriques). A chacun des trois autres croiseurs de la sous-classe (a) qu'ils ont le droit de construire, les États-Unis peuvent, s'ils le préfèrent, substituer 15.166 tonnes (15.409 tonnes métriques) de croiseurs de la sous-classe (b). Au cas où les États-Unis construiraient un ou plus desdits trois autres croiseurs de la sous-classe (a), la seizième unité ne sera pas mise sur cale avant 1933 et ne sera pas achevée avant 1936; la dix-septième ne sera pas mise sur cale avant 1934 et ne sera pas achevée avant 1937; la dix-huitième ne sera pas mise sur cale avant 1935 et ne sera pas achevée avant 1938.

ARTICLE 19.

Sauf les exceptions prévues à l'Article 20, le tonnage mis sur cale dans une classe soumise à limitation aux termes de l'Article

6. It is understood that the submarines referred to in paragraphs 2 and 3 of Article 7 will be counted as part of the total submarine tonnage of the High Contracting Party concerned.

7. The tonnage of any vessels retained under Article 13 or disposed of in accordance with Annex II to Part II of the present Treaty shall not be included in the tonnage subject to limitation.

ARTICLE 17.

A transfer not exceeding ten per cent. of the allowed total tonnage of the category or sub-category into which the transfer is to be made shall be permitted between cruisers of sub-category (b) and destroyers.

ARTICLE 18.

The United States contemplates the completion by 1935 of fifteen cruisers of sub-category (a) of an aggregate tonnage of 150,000 tons (152,400 metric tons). For each of the three remaining cruisers of sub-category (a) which it is entitled to construct the United States may elect to substitute 15,166 tons (15,409 metric tons) of cruisers of sub-category (b). In case the United States shall construct one or more of such three remaining cruisers of sub-category (a), the sixteenth unit will not be laid down before 1933 and will not be completed before 1936; the seventeenth will not be laid down before 1934 and will not be completed before 1937; the eighteenth will not be laid down before 1935 and will not be completed before 1938.

ARTICLE 19.

Except as provided in Article 20, the tonnage laid down in any category subject to limitation in accordance with Article 16 shall

Designated retained submarines deemed part of total submarine tonnage.
Ante, p. 2866.

Other tonnage limitations.
Ante, p. 2870.

Ante, p. 2871.

Subcruisers and destroyers.
Limited transfer of tonnage between, allowed.

Construction program by United States.

Tonnage limitation within categories.
Exception.
Post, p. 2880.
Ante, p. 2877.

Replacement conditions.

16 ne dépassera pas la quantité nécessaire pour atteindre le tonnage maximum alloué dans cette classe, ou pour remplacer les bâtiments qui deviendront "hors d'âge" avant le 31 décembre 1936. Néanmoins, le tonnage de remplacement pourra être mis sur cale pour les croiseurs et les sous-marins qui deviendront "hors d'âge" en 1937, 1938 et 1939 et pour les destroyers qui deviendront "hors d'âge" en 1937 et 1938.

ARTICLE 20.

Replacements.

Ante, p. 2870.

British Commonwealth of Nations.

Nonobstant les règles de remplacement énoncées à l'Annexe I à la Partie II:

(a) Le "Frobisher" et l' "Effingham" (Royaume-Uni) pourront être déclassés au cours de l'année 1936. En dehors des croiseurs en construction au 1er avril 1930, le tonnage total de remplacement des croiseurs à achever pour ce qui concerne la Communauté de Nations Britannique avant le 31 décembre 1936 ne dépassera pas 91.000 tonnes (92.456 tonnes métriques).

(b) Le Japon pourra remplacer le "Tama" par des constructions neuves à achever au cours de l'année 1936.

(c) En plus du remplacement des destroyers qui deviendront "hors d'âge" avant le 31 décembre 1936, le Japon pourra mettre sur cale dans chacune des années 1935 et 1936 un tonnage ne dépassant pas 5.200 tonnes (5.283 tonnes métriques), pour remplacer des navires qui deviendront "hors d'âge" en 1938 et 1939.

(d) Le Japon peut procéder à des remplacements anticipés pendant la durée du présent Traité, en mettant sur cale un tonnage de sous-marins ne dépassant pas 19.200 tonnes (19.507 tonnes métriques), dont 12.000 (12.192 tonnes métriques) au plus pourront être achevées au 31 décembre 1936.

Japan.

not exceed the amount necessary to reach the maximum allowed tonnage of the category, or to replace vessels that become "over-age" before the 31st December, 1936. Nevertheless, replacement tonnage may be laid down for cruisers and submarines that become "over-age" in 1937, 1938 and 1939, and for destroyers that become "over-age" in 1937 and 1938.

ARTICLE 20.

Notwithstanding the rules for replacement contained in Annex I to Part II:

(a) The "Frobisher" and "Effingham" (United Kingdom) may be disposed of during the year 1936. Apart from the cruisers under construction on the 1st April, 1930, the total replacement tonnage of cruisers to be completed, in the case of the British Commonwealth of Nations, prior to the 31st December, 1936, shall not exceed 91,000 tons (92,456 metric tons).

(b) Japan may replace the "Tama" by new construction to be completed during the year 1936.

(c) In addition to replacing destroyers becoming "over-age" before the 31st December, 1936, Japan may lay down, in each of the years 1935 and 1936, not more than 5,200 tons (5,283 metric tons) to replace part of the vessels that become "over-age" in 1938 and 1939.

(d) Japan may anticipate replacement during the term of the present Treaty by laying down not more than 19,200 tons (19,507 metric tons) of submarine tonnage, of which not more than 12,000 tons (12,192 metric tons) shall be completed by the 31st December, 1936.

ARTICLE 21.

Si, pendant la durée du présent Traité, une des Hautes Parties Contractantes estime que les exigences de sa sécurité nationale, en ce qui touche les bâtiments de guerre limités par la Partie III du présent Traité, sont matériellement affectées par les constructions nouvelles de toute Puissance autre que celles qui se sont liées par la Partie III du présent Traité, cette Haute Partie Contractante notifiera aux autres Parties à la Partie III l'augmentation à laquelle elle aura besoin de procéder dans une ou plusieurs des classes desdits bâtiments de guerre, spécifiant en particulier les augmentations envisagées et leurs raisons, et elle aura le droit de procéder à cette augmentation. En suite de quoi, les autres Parties à la Partie III du présent Traité auront le droit de procéder à des augmentations proportionnées dans la classe ou les classes spécifiées; lesdites autres Parties se consulteront promptement par la voie diplomatique au sujet de la situation ainsi créée.

PARTIE IV.

ARTICLE 22.

Les dispositions suivantes sont acceptées comme règles établies du Droit International:

(1) Dans leur action à l'égard des navires de commerce, les sous-marins doivent se conformer aux règles du Droit International auxquelles sont soumis les bâtiments de guerre de surface.

(2) En particulier, excepté dans le cas de refus persistant de s'arrêter après sommation régulière ou de résistance active à la visite, un navire de guerre, qu'il soit bâtiment de surface ou sous-marin, ne peut couler ou rendre incapable de naviguer un navire de commerce sans avoir au préalable mis les passagers, l'équipage et les papiers de bord en lieu sûr. A cet effet, les

ARTICLE 21.

If, during the term of the present Treaty, the requirements of the national security of any High Contracting Party in respect of vessels of war limited by Part III of the present Treaty are in the opinion of that Party materially affected by new construction of any Power other than those who have joined in Part III of this Treaty, that High Contracting Party will notify the other Parties to Part III as to the increase required to be made in its own tonnages within one or more of the categories of such vessels of war, specifying particularly the proposed increases and the reasons therefor, and shall be entitled to make such increase. Thereupon the other Parties to Part III of this Treaty shall be entitled to make a proportionate increase in the category or categories specified; and the said other Parties shall promptly advise with each other through diplomatic channels as to the situation thus presented.

PART IV.

ARTICLE 22.

The following are accepted as established rules of International Law:

(1) In their action with regard to merchant ships, submarines must conform to the rules of International Law to which surface vessels are subject.

(2) In particular, except in the case of persistent refusal to stop on being duly summoned, or of active resistance to visit or search, a warship, whether surface vessel or submarine, may not sink or render incapable of navigation a merchant vessel without having first placed passengers, crew and ship's papers in a place of safety. For this purpose the ship's boats are not

New construction by noncontracting Power.

Conditions governing.

Proportionate increases allowed.

PART IV.

Application of International Law.

Submarines with regard to merchant ships.

Warships.

embarcations du bord ne sont pas considérées comme un lieu sûr, à moins que la sécurité des passagers et de l'équipage ne soit assurée, compte tenu de l'état de la mer et des conditions atmosphériques, par la proximité de la terre ou la présence d'un autre bâtiment qui soit en mesure de les prendre à bord.

regarded as a place of safety unless the safety of the passengers and crew is assured, in the existing sea and weather conditions, by the proximity of land, or the presence of another vessel which is in a position to take them on board.

Assent by other Powers invited.

Les Hautes Parties Contractantes invitent toutes les autres Puissances à exprimer leur assentiment aux règles ci-dessus énoncées.

The High Contracting Parties invite all other Powers to express their assent to the above rules.

PART V.

PARTIE V.

PART V.

ARTICLE 23.

ARTICLE 23.

Duration.

Le présent Traité demeurera en vigueur jusqu'au 31 décembre 1936, sauf les exceptions suivantes:

The present Treaty shall remain in force until the 31st December, 1936, subject to the following exceptions:

Supra.

(1) la Partie IV restera en vigueur sans limite de durée;

(1) Part IV shall remain in force without limit of time;

Ante, pp. 2864, 2871.

(2) les dispositions des Articles 3, 4 et 5, ainsi que celles de l'Article 11 et de l'Annexe II à la Partie II en tant qu'elles concernent les porte-aéronefs, resteront en vigueur aussi longtemps que le Traité de Washington.

(2) the provisions of Articles 3, 4 and 5, and of Article 11 and Annex II to Part II so far as they relate to aircraft carriers, shall remain in force for the same period as the Washington Treaty.

Vol. 43, p. 1682.

Conference authorized in 1935.

A moins que les Hautes Parties Contractantes n'en décident autrement en raison d'un accord plus général limitant les armements navals et auquel elles seraient toutes parties, elles se réuniront en conférence en 1935 en vue de conclure un nouveau traité qui remplacerait le présent Traité et répondrait aux mêmes fins. Il est entendu qu'aucune des dispositions du présent Traité ne préjuge l'attitude d'aucune des Hautes Parties Contractantes à cette conférence.

Unless the High Contracting Parties should agree otherwise by reason of a more general agreement limiting naval armaments, to which they all become parties, they shall meet in conference in 1935 to frame a new treaty to replace and to carry out the purposes of the present Treaty, it being understood that none of the provisions of the present Treaty shall prejudice the attitude of any of the High Contracting Parties at the conference agreed to.

ARTICLE 24.

ARTICLE 24.

Ratifications to be deposited.

1. Le présent Traité sera ratifié par les Hautes Parties Contractantes selon les procédures constitutionnelles auxquelles elles sont respectivement tenues, et les ratifications en seront déposées à Londres le plus tôt qu'il sera possible. Des expéditions authen-

1. The present Treaty shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods and the ratifications shall be deposited at London as soon as possible. Certified copies of all the *procès-verbaux* of the deposit of

tiques de tous les procès-verbaux de dépôt des ratifications seront transmises aux Gouvernements de toutes les Hautes Parties Contractantes.

2. Dès que les ratifications des États-Unis d'Amérique, de Sa Majesté le Roi de Grande-Bretagne, d'Irlande et des Territoires Britanniques au delà des Mers, Empereur des Indes, à l'égard de chacun des Membres de la Communauté de Nations Britannique énumérés au préambule du présent Traité et celle de Sa Majesté l'Empereur du Japon auront été déposées, le Traité entrera en vigueur à l'égard de ces Hautes Parties Contractantes.

3. A la date d'entrée en vigueur visée dans l'alinéa précédent, les Parties I, II, IV et V du présent Traité entreront en vigueur à l'égard de la République Française et du Royaume d'Italie si leurs ratifications ont été déposées à cette date; au cas contraire, elles entreront en vigueur à l'égard de chacune de ces deux Puissances lors du dépôt de sa ratification.

4. Les droits et obligations résultant de la Partie III du présent Traité sont limités aux Hautes Parties Contractantes visées au paragraphe 2 du présent Article. Les Hautes Parties Contractantes détermineront d'un commun accord la date à partir de laquelle, et les modalités selon lesquelles les obligations que les Hautes Parties Contractantes visées au paragraphe 2 du présent Article ont assumées en vertu de ladite Partie III les lieront vis-à-vis de la France et de l'Italie; le susdit accord déterminera en même temps les obligations correspondantes de la France et de l'Italie vis-à-vis des autres Hautes Parties Contractantes.

ARTICLE 25.

Après le dépôt des ratifications de toutes les Hautes Parties Contractantes, le Gouvernement de Sa Majesté dans le Royaume-Uni de Grande-Bretagne et d'Ir-

ratifications will be transmitted to the Governments of all the High Contracting Parties.

2. As soon as the ratifications of the United States of America, of His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, in respect of each and all of the Members of the British Commonwealth of Nations as enumerated in the preamble of the present Treaty, and of His Majesty the Emperor of Japan have been deposited, the Treaty shall come into force in respect of the said High Contracting Parties.

3. On the date of the coming into force referred to in the preceding paragraph, Parts I, II, IV and V of the present Treaty will come into force in respect of the French Republic and the Kingdom of Italy if their ratifications have been deposited at that date; otherwise these Parts will come into force in respect of each of those Powers on the deposit of its ratification.

4. The rights and obligations resulting from Part III of the present Treaty are limited to the High Contracting Parties mentioned in paragraph 2 of this Article. The High Contracting Parties will agree as to the date on which, and the conditions under which, the obligations assumed under the said Part III by the High Contracting Parties mentioned in paragraph 2 of this Article will bind them in relation to France and Italy; such agreement will determine at the same time the corresponding obligations of France and Italy in relation to the other High Contracting Parties.

ARTICLE 25.

After the deposit of the ratifications of all the High Contracting Parties, His Majesty's Government in the United Kingdom of Great Britain and Northern

Effective date.

France and Italy.
Rights, etc., of, herein, on deposit of ratification, if Treaty in force.

Scope of Treaty.
Ante, p. 2876.

Tripartite relations with France and Italy.

Obligations of France and Italy toward other High Contracting Powers.

Provisions for protecting merchant vessels to be communicated to non-signatory Powers.

Ante, p. 2881.

lande du Nord communiquera les dispositions figurant dans la Partie IV du présent Traité à toutes les Puissances non signataires dudit Traité et les invitera à y adhérer expressément et sans limite de durée.

Ireland will communicate the provisions inserted in Part IV of the present Treaty to all Powers which are not signatories of the said Treaty, inviting them to accede thereto definitely and without limit of time.

Assent invited.

Cette adhésion sera effectuée par une déclaration adressée au Gouvernement de Sa Majesté dans le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

Such accession shall be effected by a declaration addressed to His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland.

Accessions.

ARTICLE 26.

ARTICLE 26.

Deposit of Treaty.

Le présent Traité, dont les textes français et anglais feront foi, restera déposé dans les archives du Gouvernement de Sa Majesté dans le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord. Des expéditions authentiques en seront remises aux Gouvernements de toutes les Hautes Parties Contractantes.

The present Treaty, of which the French and English texts are both authentic, shall remain deposited in the archives of His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland. Duly certified copies thereof shall be transmitted to the Governments of all the High Contracting Parties.

Signatures.

En foi de quoi les Plénipotentiaires sus-nommés ont signé le présent Traité et y ont apposé leurs cachets.

In faith whereof the above-named Plenipotentiaries have signed the present Treaty and have affixed thereto their seals.

Fait à Londres, le vingt-deux avril mil neuf cent trente.

Done at London, the twenty-second day of April, nineteen hundred and thirty.

HENRY L. STIMSON.
 CHARLES G. DAWES.
 CHARLES F. ADAMS.
 JOSEPH T. ROBINSON.
 DAVID A. REED.
 HUGH GIBSON.
 DWIGHT W. MORROW.
 ARISTIDE BRIAND.
 J. L. DUMESNIL.
 A. DE FLEURIAU.
 J. RAMSAY MACDONALD.
 ARTHUR HENDERSON.
 A. V. ALEXANDER.
 W. WEDGWOOD BENN.
 PHILIPPE ROY.
 JAMES E. FENTON.
 T. M. WILFORD.
 C. T. TE WATER.
 T. A. SMIDDY.
 ATUL C. CHATTERJEE.
 G. SIRIANNI.
 A. C. BORDONARO.
 ALFREDO ACTON.
 R. WAKATSUKI.
 TAKESHI TAKARABE.
 T. MATSUDAIRA.
 M. NAGAI.

AND WHEREAS it is provided in Article 24 of the said Treaty that as soon as the ratifications of the United States of America, of His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, in respect of each and all of the members of the British Commonwealth of Nations as enumerated in the preamble of the said Treaty, and of His Majesty the Emperor of Japan, have been deposited, the Treaty shall come into force in respect of the said High Contracting Parties;

Deposit of ratifications.
Ante, p. 2882.

AND WHEREAS the ratification by the United States of America, subject to the understandings, set forth therein, that there are no secret files, documents, letters, understandings or agreements which in any way, directly or indirectly, modify, change, add to, or take from any of the stipulations, agreements or statements in said Treaty, and that excepting the agreement brought about through the exchange of notes between the Governments of the United States of America, Great Britain and Japan having reference to Article 19, there is no agreement, secret or otherwise, expressed or implied, between any of the parties to said Treaty as to any construction that shall hereafter be given to any statement or provision contained therein, the ratifications by His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, in respect of the United Kingdom of Great Britain and Northern Ireland and all parts of the British Empire which are not separate members of the League of Nations, the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa and India, and the ratification by His Majesty the Emperor of Japan, were deposited at London on the 27th day of October, one thousand nine hundred and thirty, and the ratification by His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, in respect of the Irish Free State, was deposited at London on the thirty-first day of December, one thousand nine hundred and thirty;

Secret interpretation, etc.
Ratification conditioned on non existence of.

Ante, p. 2879.

AND WHEREAS the said Treaty has thus come into force in respect of the United States of America, His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, and His Majesty the Emperor of Japan;

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this first day of January in the year of our Lord one thousand nine hundred and thirty-
[SEAL] one, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

Exchanges of notes. NOTES EXCHANGED BY THE GOVERNMENT OF THE UNITED STATES WITH THE GOVERNMENTS OF GREAT BRITAIN AND JAPAN RELATIVE TO THE INTERPRETATION OF ARTICLE 19 OF THE LONDON NAVAL TREATY OF 1930

From American Ambassador to Japanese Minister of Foreign Affairs.

The American Ambassador (Castle) to the Japanese Minister of Foreign Affairs (Shidehara)

No. 49. EMBASSY OF THE UNITED STATES OF AMERICA,
TOKYO, May 21, 1930.

EXCELLENCY:

I have the honor, by direction of my Government, to state that it is the understanding of the Government of the United States that the word "category" in Article 19 of the London Naval Treaty of 1930 means "category" or "subcategory". The Government of the United States declares that it interprets the Treaty to mean that vessels becoming over age in either subcategory "A" or subcategory "B" of the cruiser categories (Article 16) shall be replaceable only in that subcategory.

The American Government will be most happy to have the confirmation of this understanding from the Japanese Government.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

W. R. CASTLE, JR.

HIS EXCELLENCY

BARON KIJURO SHIDEHARA,

*His Imperial Japanese Majesty's Minister
for Foreign Affairs, etc., etc., etc.*

From Japanese Minister of Foreign Affairs.
(Translation.)

The Japanese Minister of Foreign Affairs (Shidehara) to the American Ambassador (Castle)

[Translation]

No. 66/T1 DEPARTMENT OF FOREIGN AFFAIRS,
TOKYO, May 24, 1930.

EXCELLENCY:

I have the honor to acknowledge receipt of your Note dated May 21, 1930, relative to the interpretation of the term "category" appearing in Article 19 of the London Naval Treaty of 1930.

The Imperial Government understands the word "category" appearing in Article 19 of the above-mentioned treaty to mean "category" or "sub-category;" thus, it interprets this treaty in the sense that ships belonging to either sub-category (a) or sub-category (b) of the cruiser category (Article 16) which shall become over age may be replaced only within that sub-category.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

BARON KIJURO SHIDEHARA,
Minister for Foreign Affairs.

[SEAL]

HIS EXCELLENCY

W. R. CASTLE, JR.,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America.*

*The American Ambassador (Dawes) to the British Secretary of State
for Foreign Affairs (Henderson)*

From American Amb-
assador to British
Secretary of State for
Foreign Affairs.

No. 611. EMBASSY OF THE UNITED STATES OF AMERICA
LONDON, June 5, 1930.

SIR:

It is the understanding of the Government of the United States that the word "category" in Article 19 of the London Naval Treaty of 1930 means category or sub-category. The Government of the United States declares that it interprets the Treaty to mean that vessels becoming over-age of either sub-category A or sub-category B of the cruiser categories (Article 16) shall be replaceable only in that sub-category.

I have the honor to state that my Government would be most happy to have a note of confirmation as to whether this interpretation is shared by His Majesty's Government.

I have the honor to be, with the highest consideration, Sir,
Your most obedient, humble Servant,

(For the Ambassador)

RAY ATHERTON
Counselor of Embassy.

THE RIGHT HON^{ble}

ARTHUR HENDERSON, M. P., etc., etc., etc.,
Foreign Office, S. W. 1.

*The British Secretary of State for Foreign Affairs (Henderson) to the
American Ambassador (Dawes)*

From British Secre-
tary of State for Foreign
Affairs.

A 3861/1/45.

FOREIGN OFFICE, S. W. 1.
June 5th, 1930.

YOUR EXCELLENCY,

In the note No. 611 which Your Excellency was so good as to address to me on June 5th you stated that it was the understanding of the Government of the United States that the word "category" in Article 19 of the London Naval Treaty, 1930, meant category or sub-category. Your Excellency added that the Government of the United States declared that it interpreted the Treaty to mean that vessels becoming over-age of either sub-category A or sub-category B of the cruiser categories (Article 16) shall be replaceable only in that sub-category.

2. His Majesty's Government in the United Kingdom note the above understanding and interpretation of the London Naval Treaty of 1930 and concur therein. His Majesty's Government in the United Kingdom do so without prejudice to Article 20(a) of that Treaty under which they understand that the tonnage to be scrapped and replaced in the case of the British Commonwealth of Nations by the 91,000 tons of 6" cruiser tonnage which may be completed before 31st December, 1936, comprises partly 6" gun cruiser tonnage and partly cruiser tonnage of the 7.5" gun "Effingham" class.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

(For the Secretary of State)

ROBERT VANSITTART

HIS EXCELLENCY

GENERAL CHARLES G. DAWES, C. B.,
&c., &c., &c.

Procès-Verbal.	[PROCÈS-VERBAL OF THE DEPOSIT OF RATIFICATIONS IN RESPECT OF THE UNITED STATES OF AMERICA, GREAT BRITAIN AND NORTHERN IRELAND AND ALL PARTS OF THE BRITISH EMPIRE WHICH ARE NOT SEPARATE MEMBERS OF THE LEAGUE OF NATIONS, CANADA, AUSTRALIA, NEW ZEALAND, UNION OF SOUTH AFRICA, INDIA AND JAPAN]
Minute of deposit of ratifications.	The Undersigned, having met together for the purpose of proceeding to the deposit of ratifications of the Treaty for the limitation and reduction of Naval Armament, signed at London the 22nd day of April, 1930;
Powers represented.	Having produced the instruments whereby the said Treaty has been ratified by the President of the United States of America, by His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, in respect of the United Kingdom of Great Britain and Northern Ireland and all parts of the British Empire which are not separate members of the League of Nations, of the Dominion of Canada, of the Commonwealth of Australia, of the Dominion of New Zealand, of the Union of South Africa, and of India; and by His Majesty the Emperor of Japan;
Deposit of ratifications.	And the respective Ratifications of the said Treaty having been carefully compared and found to be in due form, the said deposit in accordance with the provisions of Article 24(1) of the Treaty took place this day in the customary form.
Deposit of ratification by United States of America.	The representative of the United States of America declared that the instrument of ratification of the United States of America was deposited subject to the distinct and explicit understandings set forth in the resolution of July 21, 1930, of the Senate of the United States of America advising and consenting to ratification, that there are no secret files, documents, letters, understandings or agreements which in any way, directly or indirectly, modify, change, add to, or take from any of the stipulations, agreements or statements in said Treaty; and that, excepting the agreement brought about through the exchange of notes between the Governments of the United States, Great Britain and Japan, having reference to Article 19, there is no agreement, secret or otherwise, expressed or implied, between any of the parties to said Treaty as to any construction that shall hereafter be given to any statement or provision contained therein.
Reservation. <i>Ante</i> , p. 2885.	
Date.	In witness whereof they have signed this <i>procès-verbal</i> , and have affixed thereto their seals.
Signatures.	Done at London, the 27th day of October, 1930.
	(L.S.) CHARLES G. DAWES. (L.S.) J. RAMSAY MACDONALD. (L.S.) R. B. BENNETT. (L.S.) J. H. SCULLIN. (L.S.) GEO. W. FORBES. (L.S.) J. B. M. HERTZOG. (L.S.) ATUL E. CHATTERJEE. (L.S.) T. MATSUDAIRA.

Certified a true copy:

[FOREIGN OFFICE SEAL]

S. GASELEE,
*Librarian and Keeper of the
Papers at the Foreign Office.*

LONDON.
29th Oct: 1930.

PROCÈS-VERBAL OF THE DEPOSIT OF RATIFICATION IN RESPECT OF
 THE IRISH FREE STATE] Minute of deposit of
 ratification in respect of
 Irish Free State.

The Undersigned, having met together for the purpose of proceeding to the deposit of the Instrument whereby His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, has ratified, in respect of the Irish Free State, the Treaty for the Limitation and Reduction of Naval Armament, signed at London, the 22nd day of April, 1930;

And the said Instrument having been produced and found to be in due form, its deposit in accordance with the provisions of Article 24 (1) of the Treaty took place this day in the customary form.

In witness whereof they have signed this *procès-verbal* and have affixed thereto their seals.

Done at London, the 31st day of December, 1930.

Date.

(L.S.) JOHN W. DULANTY.

Signatures.

(L.S.) ARTHUR HENDERSON.

—
 Certified a true copy:

[FOREIGN OFFICE SEAL]

S. GASELEE,

*Librarian and Keeper of the
 Papers at the Foreign Office.*

LONDON.

Dec: 31st 1930.

April 19, 1928.

Arbitration Treaty between the United States of America and Italy. Signed at Washington, April 19, 1928; ratification advised by the Senate, May 10, 1928; ratified by the President, May 15, 1928; ratified by Italy, November 27, 1930; ratifications exchanged at Washington, January 20, 1931; proclaimed, January 21, 1931.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Arbitration with Italy.
Preamble.

WHEREAS a Treaty of Arbitration between the United States of America and Italy was concluded and signed by their respective Plenipotentiaries at Washington on the nineteenth day of April, one thousand nine hundred and twenty-eight, the original of which Treaty, being in the English and Italian languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and His Majesty the King of Italy

Il Presidente degli Stati Uniti dell'America del Nord e Sua Maestà il Re d'Italia,

Purpose declared.

Determined to prevent so far as in their power lies any interruption in the peaceful relations that happily have always existed between the two nations;

decisi a prevenire, per quanto è in loro potere, qualunque interruzione delle relazioni pacifiche che sono sempre felicemente esistite fra le due Nazioni;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

desiderosi di riaffermare la loro adesione al sistema di sottomettere ad una decisione imparziale tutte le controversie suscettibili di una soluzione giuridica che possano sorgere fra essi; e

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

intendendo con il loro esempio non solo di dimostrare che essi condannano la guerra come mezzo di politica nazionale nelle loro mutue relazioni, ma anche di affrettare il momento che il perfezionamento degli accordi internazionali per il regolamento pacifico delle controversie internazionali avrà eliminato per sempre la possibilità di guerre fra le Potenze del mondo;

Former treaty.
Vol. 35, p. 2091.

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention signed at Washington on March 28, 1908, which expired by limitation on January 22, 1924, and for that purpose they have appointed as their respective Plenipotentiaries

hanno deciso di concludere un nuovo Trattato di Arbitrato che allarghi lo scopo e le obbligazioni della Convenzione di Arbitrato firmata a Washington il 28 marzo 1908 e spirata il 22 gennaio 1924, e a questo fine hanno nominato come loro Plenipotenziarii rispettivamente

Plenipotentiaries.

The President of the United States of America, Frank B. Kellogg, Secretary of State of the United States, and

His Majesty the King of Italy, Nobile Giacomo de Martino, Ambassador Extraordinary and Plenipotentiary to the United States, who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

Il Presidente degli Stati Uniti dell'America del Nord, Frank B. Kellogg, Segretario di Stato degli Stati Uniti, e

Sua Maestà il Re d'Italia, il Nobile Giacomo de Martino, Suo Ambasciatore Straordinario e Plenipotenziario agli Stati Uniti, i quali, essendosi comunicati i loro pieni poteri e avendoli trovati in buona e debita forma, hanno concordato i seguenti articoli:

ARTICLE I.

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the Permanent International Commission constituted pursuant to the treaty signed at Washington May 5, 1914, between Italy and the United States and still in force, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907, or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of the Kingdom of Italy in accordance with the constitutional laws of that Kingdom.

ARTICOLO I.

Tutte le controversie relative ad affari internazionali nelle quali le Alte Parti Contraenti siano impegnate in seguito a una pretesa giuridica avanzata da una Parte contro l'altra, e fondata o sopra un trattato o altrimenti, le quali non sia stato possibile comporre in via diplomatica, le quali non siano state risolte in seguito a ricorso alla Commissione Permanente Internazionale, costituita in base al trattato firmato a Washington il 5 maggio 1914 tra l'Italia e gli Stati Uniti dell'America del Nord e attualmente in vigore, e le quali siano di loro natura suscettibili di una soluzione giuridica, in quanto suscettibili di una decisione derivata dalla applicazione dei principii del diritto o dell'equità, saranno sottomesse alla Corte Permanente di Arbitrato stabilita all'Aja dalla Convenzione del 18 ottobre 1907 o ad altro tribunale competente, secondo quanto sarà stabilito in ogni singolo caso con un accordo speciale; il quale accordo speciale regolerà l'organizzazione di tale tribunale, se necessario, definirà i suoi poteri, esporrà la questione o le questioni di cui si tratta e ne fisserà i termini.

L'accordo speciale in ogni singolo caso sarà concluso da parte degli Stati Uniti dell'America del Nord dal loro Presidente con l'avviso e il consenso del Senato, e da parte del Regno d'Italia secondo le sue leggi costituzionali.

International differences not adjusted by diplomacy, referred by special agreement to Permanent Court of Arbitration, etc.

Vol. 39, p. 1618.

Vol. 36, p. 2221.

Special agreement.

ARTICLE II.

Subjects not included.

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties;

(b) involves the interests of third Parties;

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine;

(d) depends upon or involves the observance of the obligations of Italy in accordance with the Covenant of the League of Nations.

ARTICLE III.

Ratification.

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by the Kingdom of Italy in accordance with its constitutional laws.

Exchange of ratifications.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

Duration.

Signatures.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Italian languages, both texts having equal force, and hereunto affix their seals.

Done at Washington the nineteenth day of April in the year of our Lord one thousand nine hundred and twenty-eight.

ARTICOLO II.

Le disposizioni del presente Trattato non saranno invocate per qualunque controversia il cui contenuto:

(a) si riferisca alla giurisdizione interna di una delle Alte Parti Contraenti;

(b) implichi gli interessi di terzi Stati;

(c) derivi dall'atteggiamento tradizionale degli Stati Uniti dell'America del Nord verso le questioni americane che è comunemente indicato come dottrina di Monroe, o ne riguardi il mantenimento;

(d) derivi dalle obbligazioni dell'Italia in conformità al Patto della Società delle Nazioni, o ne riguardi l'osservanza.

ARTICOLO III.

Il presente Trattato sarà ratificato dal Presidente degli Stati Uniti dell'America del Nord con l'avviso e il consenso del Senato e dal Regno d'Italia secondo le sue leggi costituzionali.

Le ratifiche saranno scambiate a Washington appena possibile e il Trattato entrerà in vigore al momento dello scambio delle ratifiche. Esso resterà quindi continuamente in vigore, a meno che e fino a quando esso non sia denunciato con una comunicazione scritta, a un anno di anticipo, di una delle Alte Parti Contraenti all'altra.

In fede di che i rispettivi Plenipotenziarii hanno firmato il presente Trattato in duplice esemplare in inglese e in italiano, facendo ambedue i testi ugualmente fede, e vi hanno apposto i loro suggelli.

Fatto a Washington il diciannove aprile dell'anno di Nostro Signore millenovecentoventotto.

FRANK B KELLOGG [SEAL]

GIACOMO DE MARTINO [SEAL]

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the twentieth day of January, one thousand nine hundred and thirty-one; Ratifications exchanged.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof. Proclamation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-first day of January in the year of our Lord one thousand nine hundred and thirty-
[SEAL] one, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

HENRY L STIMSON

Secretary of State.

December 15, 1930.
January 15, 1931.

Agreement between the United States of America and Hungary for collect-on-delivery postal service. Signed at Budapest, December 15, 1930, at Washington, January 15, 1931; approved by the President, January 21, 1931.

AGREEMENT
BETWEEN
THE UNITED STATES
OF AMERICA
AND HUNGARY
FOR COLLECT-ON-DELIVERY
SERVICE.

EGYEZMÉNY
MAGYARORSZÁG
ÉS AZ AMERIKAI EGYESÜLT
ÁLLAMOK
KÖZÖTT
AZ UTÁNVÉTELI SZOLGÁLAT
TÁRGYÁBAN.

Collect-on-delivery
agreement with Hun-
gary.

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:

Abból a célból, hogy az Amerikai Egyesült Államok (ideértve Alaskát, a Hawai, Porto Rico, Guam, Samoa és a Virgin szigeteket) és Magyarország közt váltandó utánvételes postacsomagokra nézve egyezményt kössenek, az alulírott dr. báró SZALAY GÁBOR a magyar kir. posta vezérigazgatója és WALTER F. BROWN az Amerikai Egyesült Államok postavezérigazgatója a rájuk ruházott hatalomnál fogva a következő cikkekben állapodtak meg:

Article I.

I. Cikk.

Admission of collect-
on-delivery parcel-post
packages.

1. Parcel post packages admissible for mailing and insurance under the Parcel Post Convention 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.

1. Postacsomagok, amelyek a Budapesten az 1928. évi július hó 3. napján és Washingtonban 1928. évi augusztus hó 16. napján aláírt postacsomagszerződés értelmében értéknnyilvánítás mellett való szállításra elfogadhatók és utánvétellel vannak terhelve, feladhatók Magyarországból az Amerikai Egyesült Államok minden, postautalványszolgálattal megbízott hivatalához és az Amerikai Egyesült Államokból minden magyar postahivatalhoz.

Acceptance only
when insured.
Separation from ordi-
nary mail.

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 coun-

2. Csakis értéknnyilvánítással ellátott csomagokat lehet utánvétellel megterhelni. Az utánvételes csomagokat és az utánvétel beszedése után kiállított postautalványokat a közönséges postautalványoktól elkülönítve kell kezelni. Iratváltás útján történt kölcsönös megegyezés alapján azonban az utánvételi szolgálatot a két ország között kicserélt közönséges (értéknnyilvánítással el nem látott) csomagokra

May be extended to
uninsured matter.

tries 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 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 cancelation of the amount to be collected on delivery, the request shall be handled between the exchange offices which have handled the parcel, unless otherwise agreed to through correspondence.

is ki lehet terjeszteni azzal a feltétellel, hogy mindegyik ország a másik országba továbbított vagy a másik országból kapott közönséges (nem értéknylvántással ellátott) csomagokat a szállítás alatt és egyéb tekintetekben is saját belső szabályai szerint kezeli.

II. Cikk.

1. Az utánvételes csomagok ugyanazon szállítási és biztosítási díjaknak, továbbá szállítási és egyéb feltételeknek vannak alávetve, mint amelyek a fent említett 1928 évi július 3 augusztus 16-i szerződés értelmében az értéknylvántással ellátott, utánvéttel nem terhelt csomagokra alkalmazandók, feltéve, hogy ezek a rendelkezések az említett szerződés határozataival összeegyeztethetők.

2. A felvevő igazgatás jogosult minden utánvételes csomag feladójától a szállítási és egyéb díjakon felül a saját szabályai szerint járó utánvételi díjat is szedni; ezek a díjak teljes egészükben a beszedő igazgatást illetik. Ezekről a díjakról az 1928. évi július 3–augusztus 16-án kötött szerződés XXIII. cikkében említett leszámoláson kívül egyéb leszámolásokat nem kell készíteni.

III. Cikk.

1. Az utánvétel legmagasabb összege jelenleg 100 dollár. Ezt az összeget a két igazgatás közt iratváltás útján létrejövő kölcsönös megállapodás alapján bármikor lehet felemelni vagy leszállítani. Az utánvétel összegét mindkét irányban dollárban és centben kell megállapítani.

2. Ha a feladó kellő időben az utánvételi összeg leszállítását vagy törlését kéri, a kérelmet a csomagokat kicserélő hivatalok közvetítik, ha csak iratváltás útján egyéb megállapodás nem történik.

Insurance, etc., formalities.

Vol. 45, p. 2682.

Additional fee from sender.

Accounting.
Vol. 45, p. 2694.

Maximum amount to be collected.

Changes permitted.

Article IV.

Responsibility of
packing.

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.

Entire amount remit-
ted to sender.

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.

Charges to be
collected from ad-
dressee.No examination by
addressee until charges
paid.

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.

Information to ac-
company advice.

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.

Exchange offices.

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.

Direct dispatches of
collect on delivery
articles.

The exchanges of C. O. D. parcels between such offices shall be effected in direct dispatches in

IV. Cikk.

Az utánvételes csomagok szabatos lezárásáért, csomagolásáért és pecsételéseért való felelősség a feladót terheli és egyik postai igazgatás sem vállalja a felelősséget azokért a hiányokért, amelyek a feladás időpontjában észre nem vehető hiányokból származtak.

V. Cikk.

1. A teljes utánvételi összeget és pedig minden postautalvány- vagy beszedési díj levonása nélkül nemzetközi postautalvány útján kell a feladónak megküldeni. Az utánvételes csomagot kézbesítő postahivatal a címzettől beszedi a teljes utánvételi összeget és azonfelül azt a postautalványdíjat vagy egyéb díjat, amely az utánvételi összegnek a felvevő országba a feladó részére való megküldéséért jár.

2. A címzett mindaddig nem vizsgálhatja meg az utánvételes csomag tartalmát, amíg az utánvételi összeget és a csomagot terhelő esetleges egyéb díjakat le nem fizette; ez arra az esetre is érvényes, ha a feladó vagy a címzett ilyen eljárás megengedését kérelmezi.

VI. Cikk.

Az utánvételi utalványok jegyzékének tartalmaznia kell, az egyébként szokásos adatokon kívül, a csomagok utánvételi (értéknyilvántási) számát is. A jegyzékben minden utánvételi utalvány mellett fel kell tüntetni a feladó nevét, továbbá a címzett nevét és pontos címét.

VII. Cikk.

1. Utánvételes csomagokat ugyanazok a kicserélő kivatalok útján kell váltani, mint az értéknyilvántással ellátott, utánvétellel nem terhelt csomagokat.

Az utánvételes csomagoknak ezek közt a hivatalok közt való kicserélése közvetlen zárlatok ut-

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.

ján külön zsákokban történik, amely zsákok csak utánvételes csomagokat tartalmazhatnak; a "C. O. D." betűket vagy a "Remboursement" szót a vonatkozó okmányokban és a zsákfüggvényeken szembeötlően fel kell tüntetni.

2. Ilyen csomagokat külön rovatlapban kell rovatolni és pedig minden csomagot külön, feltüntetve az utánvételi számot, a felvevő postahivatalt, a származási országot és az utánvételi díjakat.

3. Utánvételes csomagokat tartalmazó zárlat beérkezése után a rendeltetési ország kicserélő hivatala a zárlatot pontosan felülvizsgálja és egyébként az 1928. évi július 3–augusztus 16-iki szerződés XIV. cikkének értelmében kezeli.

VIII. Cikk.

Egyedül a new-yorki és budapesti kicserélő hivatalok vannak feljogosítva utánvételes utalványokról jegyzéket küldeni; ezekbe a jegyzékekbe az utánvételi utalványokat a közönséges utalványoktól elkülönítve kell bejegyezni és a jegyzéket "Collect on Delivery" vagy "Remboursement" felirással kell ellátni.

IX. Cikk.

Azokat az utánvételes utalványokat, amelyeket valamilyen okból a címzettnek nem lehetett kifizetni, az utánvételes küldeményt felvevő ország igazgatásának rendelkezésére kell bocsátani. Ha megállapítják, hogy az utánvételi szolgálatot csalárd célokra használták, a kérdéses postautalvány kifizetését—ha lehetséges—vissza kell tartani és az eset körülményeihez képest az utánvételes küldeményt felvevő ország törvényei és szabályai értelmében kell eljárni.

2. Az egyéb alakiságok tekintetében az utánvételes utalványokra a két ország között levő postautalványforgalom szabályai nyerne alkalmazást.

Separate listing of bills required.

Check by office of exchange.

Vol. 45, p. 2689.

Designated offices.

Disposition of unpaid orders.

Provisions for other formalities.

Article X.

Indemnity increase on paying higher insurance fee.

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.

Return receipts.

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

Article XI.

Indemnity to sender if article lost, or collection charges not remitted.

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.

Vol. 45, p. 2685.

Exception, if sender or addressee at fault.

Indemnity limited.

Restriction if article has no intrinsic value or is prohibited transmission in the mails, etc.

2. No indemnity will be paid for C. O. D. parcels which contain matter of no intrinsic value unless the articles were delivered and

X. Cikk.

1. A tulajdonosnak magasabb biztosítási díj lefizetése ellenében joga van a küldeményt nagyobb kártérítési összegre biztosítani, mint az utánvétel összege.

2. Utánvételes csomagokra vonatkozóan lehet tértivevényt kérni.

XI. Cikk.

1. Erőhatalomból történt elveszés vagy sérülés esetét kivéve (azt, hogy mi értendő erőhatalom alatt, annak az országnak törvényes szabályai és előírásai szerint kell megítélni, amelynek területén az elveszés vagy sérülés történt) a feladónak vagy a jogos igénylőnek az utánvételes csomag elveszése, kifosztása, megsérülése vagy az utánvételi összeg beszedése nélkül történt kézbesítése esetén megfelelő kártérítésre van joga és pedig, ha az utánvételes küldemény elveszett, megsérült vagy azt kifosztották, olyan kártérítésre, amely az elveszés, kifosztás vagy megsérülés valódi összegének felel meg; a kártérítést a felvétel idejének és helyének megfelelő valóságos érték alapján kell megállapítani, úgy amint azt az 1928. évi július 3–augusztus 16-án kelt szerződés az értéknylvánítással ellátott, nem utánvételes csomagokra vonatkozóan megszabta. Ha pedig az utánvételes küldeményt az utánvételi összeg beszedése nélkül kézbesítették, a feladónak, vagy az igényjogosultnak joga van az utánvételi összeg megtérítésére. A kártérítés minden esetben azonban csak akkor jár, ha az elveszés, a kifosztás, vagy megsérülés nem a feladó vagy a címzett vagy ezek képviselőinek hibája vagy mulasztása folytán vagy pedig a küldemény természetéből kifolyóan keletkezett. Semmiesetre sem lehet a kártérítési összeg magasabb, mint az az összeg, amelyért a felvevő országban az utánvételi díjat fizették.

2. Kártérítés nem jár azokért az utánvételes csomagokért, amelyek tényleges érték nélküli dolgokat tartalmaznak, kivéve

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.

ha ezeket a tárgyakat az utánvételi összeg beszedése ellenében kézbesítették; hasonlóképen nem jár kártérítés romló tárgyakért, továbbá olyan tárgyakért, amelyeknek postacsomagban való küldése a szerződő igazgatások között tilos, ugyancsak olyan csomagokért, amelyek ez egyezmény feltételeinek nem felelnek meg, vagy amelyeket nem az előírt módon adtak postára; az elveszésért, kifosztásért vagy megsérülésért felelős igazgatás azonban az ilyen csomagokért kártérítést adhat a nélkül azonban, hogy a másik igazgatás ellen visszkérésrel fordulhatna.

3. A két igazgatás mindegyike jogosult saját elhatározása szerint valamely utánvételes csomag teljes elveszése vagy a teljes tartalom jóvá nem tehető megsérülése, illetve kifosztása esetén a jogosult kárigénylőnek kérelmére a szállítási díjakon felül az utánvételi díjakat is visszafizetni. A biztosítási díjakat semmiesetre sem fizetik vissza.

4. Ha a két ország postaigazgatása közül az egyiknek mulasztása folytán valamely utánvételes csomag címzettjétől a feltüntetett utánvételi összegnél kevesebbet szedtek be, a feladónak csak olyan összegű kártérítésre van joga, amely megfelel a tévesen beszedett és a feladó által a feladásakor megjelölt összegek közti különbségnek.

5. Az ellenkező bebizonyításig az utánvételes csomagért az az igazgatás felelős, amely a csomagot kifogás nélkül átvette és amár a vizsgálat céljaira szükséges összes eszközök birtokába jutott, nem tudja bebizonyítani a csomagról tett saját intézkedését, vagy ha azt kézbesítették, nem tudja igazolni az utánvételi összegnek az utánvételes csomag feladója részére történt átutalását, ha csak be nem tudja bizonyítani, hogy a helyes utánvételi összegnek beszedésénél és átutalásánál történt hiba a feladó vagy a felvevő igazgatás terhére esik.

Reimbursement for losses.

Indemnity limited if erroneous amount collected from addressee.

Responsibility of country receiving a parcel.

Payment to claimant by Administration responsible for loss, etc.

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.

Action, if parcel recovered, etc., on which indemnity was paid.

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.

Other indemnity provisions.

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.

Transit parcels not included.

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

Administration paying indemnity subrogated to rights of sender.

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.

6. Valamely utánvételes csomag elveszése, kifosztása vagy megsérülése esetén, vagy ha valamilyen csomagot kézbesítettek, de a teljes utánvételi összeget nem utalták at, a felvevő igazgatás az igényjogosult kérelmezőnek, mihelyt csak lehetséges, de legkésőbb a felszólalást követő naptól számított 9 hónapon belül köteles a kártérítést kifizetni; a fizetés a rendeltetési igazgatás terhére történik, ha ez az igazgatás az utánvételi összeg elveszéséért vagy helytelen átutalásáért felelős és öt szabályszerűen értesítették.

7. Hogyha az utánvételes csomag, amelyért kártérítést fizettek újból előkerül, a rendeltetési postahivatal köteles a csomagot kézbesíteni, az utánvételi összeget beszedni, ezt az összeget megőrizni és felettes igazgatásának utasítását kérni. Ha azonban a címzett vonakodik az újból előkerült csomagot átvenni és az utánvételi összeget kifizetni, a rendeltetési hivatal köteles a csomagot megőrizni és a további eljárásra vonatkozóan hasonlóképpen utasítást kérni. Az utóbbi esetben a kárért felelős igazgatás fogja a csomagra vonatkozó további intézkedéseket megtenni.

8. Az utánvételes csomagokért járó kártérítési összeg kifizetésére vonatkozó többi határozatok ugyanazok, mint az értéknylvántással ellátott, nem utánvételes csomagokért járó kártérítések kifizetésére nézve az 1928. évi július hó 3—augusztus hó 16-ik napján aláírt szerződés XII. cikkének, 2., 4., 5., 8., 9., 10., 11., 12., 13., 14., 15., 16., 18. és 19. szakaszai megállapítják.

9. Ennek az egyezménynek rendelkezései az átszállított utánvételes csomagokra nem nyernek alkalmazást.

10. A kártérítés kifizetése által a felelős igazgatás minden, a címzett vagy egy harmadik személy ellen támasztható igény tekintetében a feladó jogaiba lép.

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.

XII. Cikk.

A címzettől szabályszerűen beszedett utánvételi összegekért a postaigazgatások a feladóval szemben a már említett postautalványegyezmény rendelkezései értelmében felelnek.

Sender guaranteed amount collected.

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 labeled 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.

XIII. Cikk.

1. Minden utánvételes csomagot és a vonatkozó szállítólevelet a címoldalon el kell látni a "COLLECT ON DELIVERY" vagy "C. O. D." illetve "REMBOURSEMENT" szavakat feltüntető bélyegző lenyomatával vagy ragjeggyel. Közvetlenül ezek alatt a szavak alatt fel kell tüntetnie a csomag számának, amelynek ugyanannak kell lennie, mint a biztosítási számnak (csak egy eredeti szám); ez után pedig latin betűkkel és arabs számokkal fel kell tüntetni a pontos utánvételi összeget, amelybe azonban nem szabad beleszámítani azt a postautalványdíjat vagy díjakat, amelyeket a csomag rendeltetési országában az utánvételi összegnek a felvevő országban levő feladó részére való átutalásáért fognak szedni.

2. Az előbbi 1. szakaszban említett feljegyzésen és ragjegyen kívül, minden utánvételes csomagot még egy "C. O. D." ragjegy is el lehet látni, amelynek felragasztási módját a két igazgatás közösen állapítja meg.

Official stamping, etc., of articles.

Additional tag authorized.

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.

XIV. Cikk.

1. Ellenkező megállapodás hiján utánvételes csomagokat nem lehet harmadik országba utánküldeni.

2. Az utánvételes csomag feladója a felvevő igazgatás által erre vonatkozóan megállapított eljárási mód mellett csomagját visszaveheti.

Reforwarding to other countries.

Recall of parcel by sender.

Article XV.

The sender may provide, in case his C. O. D. parcel is undeliverable as originally addressed,

XV. Cikk.

A feladó arra az esetre, ha csomagját nem lehet az eredeti címzettnek kézbesíteni, ugyana-

Disposition of undeliverable parcels.

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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.

Further provisions authorized.

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.

Application of other postal conventions to matters not provided for.

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.

Temporary suspension of service.

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.

zokat az intézkedéseket teheti, mint amelyeket az 1928 évi július 3–augusztus 16-iki egyezmény XIX. cikke az utánvétel nélküli csomagokra megállapít.

XVI. Cikk.

Az utánvételes csomagokra vonatkozó kártérítési igények elbírálásának közelebbi szabályait ugyszintén ennek az egyezménynek foganatosítására vonatkozó közelebbi rendelkezéseket a két igazgatás iratváltás útján állapítja meg.

XVII. Cikk.

Amennyiben ennek az egyezménynek cikkei nem rendelkeznek az utánvételes csomagok kicserélésére vonatkozó összes kérdésekben, a két igazgatás között kötött postautalvány- és csomagszerződés rendelkezései, vagy pedig az egyetemes postaszerveződés és foganatosító szabályzatának rendelkezései nyernek alkalmazást, amennyiben azok alkalmazhatók és ennek az egyezménynek rendelkezéseivel összeegyeztethetők; végül, ha egyéb rendelkezés nincs, az eset szerint az Amerikai Egyesült Államok, vagy pedig Magyarország belföldi törvényei és szabályai nyernek alkalmazást, vagy pedig a kérdést a két ország között iratváltás útján kölcsönös megegyezéssel kell szabályozni.

XVIII. Cikk.

Mindegyik igazgatásnak joga van, ha különös okok fennforognak, az utánvételes szolgálatot egy időre és pedig egészen vagy részletesen megszüntetni, vagy azt bizonyos hivatalaira korlátozni; az ilyen intézkedést azonban előzetesen a lehető leggyorsabb módon kell - amennyiben szükséges - a másik igazgatással közölni.

Article XIX.

XIX. Cikk.

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 Budapest December 15, 1930, and Washington January 15, 1931.

WALTER F BROWN

[SEAL]

b SZALAY GÁBOR

a m. kir. posta vezérigazgatója.

[SEAL]

The foregoing Agreement for Collect-on-Delivery Service between the United States of America and Hungary has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States of America to be hereunto affixed.

[SEAL]

By the President:

HENRY L STIMSON

Secretary of State.

WASHINGTON, January 21, 1931.

Ez az egyezmény a két igazgatás által közösen megállapítandó időben lép életbe és érvényben marad mindaddig, míg azt közös megegyezéssel hatályon kívül nem helyezik, de ez történhetik a két igazgatás bármelyikének kívánására hat hónapi előzetes felmondás utján is.

Effect and duration.

Kiállították két példányban és aláírták Budapesten, 1930. évi december hó 15. napján és Washingtonban, 1931. évi január hó 15. napján.

Signatures.

Approval by the President.

HERBERT HOOVER

November 1, 1930.

Treaty between the United States of America and Norway exempting from military service or other act of allegiance persons having dual nationality. Signed at Oslo, November 1, 1930; ratification advised by the Senate, December 20, 1930; ratified by the President, December 31, 1930; ratified by Norway, December 19, 1930; ratifications exchanged at Washington, February 11, 1931; proclaimed, February 12, 1931.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Liability for military service, etc., of persons with dual nationality, United States and Norway.

Preamble.

WHEREAS a Treaty between the United States of America and Norway regulating the liability for military service and other acts of allegiance for persons who are nationals of both countries was concluded and signed by their respective Plenipotentiaries at Oslo on the first day of November, one thousand nine hundred and thirty, the original of which Treaty, being in the English and Norwegian languages, is word for word as follows:

Contracting Powers.

The President of the United States of America and His Majesty the King of Norway being desirous of regulating the liability for military service and other acts of allegiance for persons who are nationals of both countries, have decided to conclude a Treaty for that purpose, and have appointed as their Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America, Laurits S. Swenson, Envoy Extraordinary and Minister Plenipotentiary of the United States to Norway;

His Majesty the King of Norway, Johan Ludwig Mowinckel, His Prime Minister and Minister for Foreign Affairs;

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

Article I.

A person born in the territory of one party of parents who are nationals of the other party, and having the nationality of both parties under their laws, shall not, if he has his habitual residence,

Amerikas Forente Staters President og Hans Majestet Norges Konge som önsker å ordne forholdet med hensyn til verneplikt og andre troskapshandlinger for personer som er statsborgere i begge land, har besluttet sig til å avslutte en traktat i det öiemed, og har opnevnt som sine befullmektigede:

Amerikas Forente Staters President: Laurits S. Swenson, De Forente Staters overordentlige sendemann og befullmektigede minister i Norge;

Hans Majestet Norges Konge: Johan Ludwig Mowinckel, Hans Stats- og Utenriksminister;

hvilke, efter å ha meddelt hinannen sine fullmakter, som fantes å være i god og behörig form, er kommet overens om fölgende:

Artikkel I.

En person födt på den ene av partenes territorium av foreldre som er borgere av den annen part og som innehar statsborgerrett i begge land i henhold til deres lover, skal, hvis han har sin

Exemption of natives of one party, of parents of the other party sojourning therein.

that is, the place of his general abode, in the territory of the state of his birth, be held liable for military service or any other act of allegiance during a temporary stay in the territory of the other party.

Provided, that, if such stay is protracted beyond the period of two years, it shall be presumed to be permanent, in the absence of sufficient evidence showing that return to the territory of the other party will take place within a short time.

Article II.

The present Treaty shall be duly ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by His Majesty the King of Norway, and shall enter into effect after the exchange of ratifications at Washington.

It shall thereafter remain in force for a period of ten years. If neither party shall have given the other 6 months' previous notice of its intention then to terminate the same, it shall further remain in force until the end of 12 months after either of the contracting parties shall have given notice to the other of such intention.

In witness whereof, the respective Plenipotentiaries have signed the present Treaty in duplicate in the English and Norwegian languages and have thereunto affixed their seals.

Done at Oslo this first day of November in the year of our Lord one thousand nine hundred and thirty.

LAURITS S SWENSON
[SEAL]

vanlige bopel, det vil si sitt almindelige opholdssted, på den stats territorium hvor han er født, ikke være pliktig til militærtjeneste eller nogensomhelst annen troskapshandling under et midlertidig opphold på den annen parts territorium.

I tilfelle av at sådant opphold utstrekkes ut over et tidsrum av to år, forutsettes det å være permanent i mangel av tilstrekkelig opplysning om at tilbakevenden til den annen parts territorium vil skje innen kort tid.

Artikkel II.

Nærværende traktat skal behørig ratifiseres av Presidenten for Amerikas Forente Stater med råd og samtykke av Statenes Senat, og av Hans Majestet Norges Konge, og skal tre ikraft etter ratifikasjonenes utveksling i Washington.

Den skal derefter være gyldig for et tidsrum av ti år. Hvis ingen av partene seks måneder i forveien har gitt den annen beskjed om sin hensikt om da å bringe den til avslutning, skal den forbli ikraft inntil utløpet av tolv måneder etter at nogen av de kontraherende parter har gitt den annen melding om sådan hensikt.

Til bekreftelse herav har de respektive befullmektigede undertegnet nærværende traktat i to eksemplarer i det engelske og det norske sprog og har derunder anbragt sine segl.

Utfærdiget i Oslo den første dag i november, i året et tusen ni hundrede og trediv, A. D.

JOH LUDW MOWINCKEL
[SEAL]

Proviso.
Presumption of permanent domicile.

Ratification.

Duration.

Signatures.

AND WHEREAS the said Treaty has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the city of Washington on the eleventh day of February, one thousand nine hundred and thirty-one;

Ratifications exchanged.

Proclamation.

NOW, THEREFORE, be it known that I, Herbert Hoover, President of the United States of America, have caused the said Treaty to be made public, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twelfth day of February in the year of our Lord one thousand nine hundred and thirty-one, [SEAL] and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

HENRY L. STIMSON

Secretary of State.

Convention and protocol between the United States of America and other American Republics for the protection of trade-marks. Signed at Washington, February 20, 1929; ratification advised by the Senate, December 16, 1930; ratified by the President, February 11, 1931; ratification of the United States deposited with the Pan American Union, February 17, 1931; proclaimed, February 27, 1931.

February 20, 1929.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS, a General Inter-American Convention for Trade Mark and Commercial Protection was signed by the respective Plenipotentiaries of the United States of America, Peru, Bolivia, Paraguay, Ecuador, Uruguay, Dominican Republic, Chile, Panama, Venezuela, Costa Rica, Cuba, Guatemala, Haiti, Colombia, Brazil, Mexico, Nicaragua and Honduras, at Washington on the twentieth day of February, one thousand nine hundred and twenty-nine, and a Protocol on the Inter-American Registration of Trade Marks was signed on the same day by Plenipotentiaries of the said countries except Uruguay, Chile and Guatemala, which Convention and Protocol are word for word as follows:

Pan American trade mark convention.

Preamble.

CONVENCIÓN GENERAL INTER-AMERICANA DE PROTECCIÓN MARCARIA Y COMERCIAL

GENERAL INTER-AMERICAN CONVENTION FOR TRADE MARK AND COMMERCIAL PROTECTION.

Contracting Powers.

Los Gobiernos de Perú, Bolivia, Paraguay, Ecuador, Uruguay, República Dominicana, Chile, Panamá, Venezuela, Costa Rica, Cuba, Guatemala, Haití, Colombia, Brasil, México, Nicaragua, Honduras y Estados Unidos de América, representados en la Conferencia Panamericana de Marcas de Fábrica reunida en Washington conforme a las Resoluciones aprobadas el 15 de febrero de 1928 por la Sexta Conferencia Internacional Americana celebrada en la ciudad de la Habana y el 2 de Mayo del mismo año, en Washington, por el Consejo Directivo de la Unión Panamericana,

The Governments of Peru, Bolivia, Paraguay, Ecuador, Uruguay, Dominican Republic, Chile, Panama, Venezuela, Costa Rica, Cuba, Guatemala, Haiti, Colombia, Brazil, Mexico, Nicaragua, Honduras and the United States of America, represented at the Pan American Trade Mark Conference at Washington in accordance with the terms of the resolution adopted on February 15, 1928, at the Sixth International Conference of American States at Habana, and the resolution of May 2, 1928, adopted by the Governing Board of the Pan American Union at Washington,

Purpose declared.

Vol. 44, p. 2494.

Considerando indispensable revisar la "Convención para la Protección de las Marcas de Fábrica, Comercio y Agricultura y Nombres Comerciales" firmada en Santiago de Chile el 28 de abril de 1923 que sustituyó a la "Convención para la Protección de Marcas de Fábrica y de Comercio" celebrada en Buenos Aires el 20 de agosto de 1910, a fin de introducir en ella las reformas aconsejadas por la práctica y el progreso del derecho;

Animados por el propósito de hacer compatibles los distintos sistemas jurídicos que en esta materia rigen en las varias Repúblicas Americanas; y

Convencidos de la necesidad de realizar ese esfuerzo en la forma más amplia que sea posible en las circunstancias actuales con el debido respeto a las respectivas legislaciones nacionales,

Han resuelto negociar la presente Convención para la protección marcaria y comercial y la represión de la competencia desleal y de las falsas indicaciones de origen geográfico, nombrando

Considering it necessary to revise the "Convention for the Protection of Commercial, Industrial, and Agricultural Trade Marks and Commercial Names," signed at Santiago, Chile, on April 28, 1923, which replaced the "Convention for the Protection of Trade Marks" signed at Buenos Aires on August 20, 1910, with a view of introducing therein the reforms which the development of law and practice have made advisable;

Animated by the desire to reconcile the different juridical systems which prevail in the several American Republics; and

Convinced of the necessity of undertaking this work in its broadest scope, with due regard for the respective national legislations,

Have resolved to negotiate the present Convention for the protection of trade marks, trade names and for the repression of unfair competition and false indications of geographical origin, and

Vol. 39, p. 1675.

CONVENÇÃO GERAL INTER-AMERICANA DE PROTECÇÃO DE MARCAS DE FABRICA E PROTECÇÃO COMMERCIAL.

Os Governos do Perú, Bolivia, Paraguay, Equador, Uruguay, Republica Dominicana, Chile, Panamá, Venezuela, Costa Rica, Cuba, Guatemala, Haiti, Colombia, Brasil, Mexico, Nicaragua, Honduras e dos Estados Unidos da America, representados na Conferencia Pan-Americana de Marcas de Fabrica em Washington, de accordo com os termos da resolução adoptada a 15 de fevereiro de 1928, na Sexta Conferencia Internacional Americana em Havana e a resolução de 2 de maio de 1928, approvada pelo Conselho Director da União Pan-Americana em Washington.

Considerando que se torna necessaria a revisão da "Convenção para a Protecção das Marcas de Fabrica, Commercio e Agricultura e de Nomes Commerciaes" firmada em Santiago do Chile a 28 de abril de 1923, que substituiu a "Convenção para a Protecção de Marcas de Fabrica" assignada em Buenos Aires a 20 de agosto de 1910, com o fim de nella se introduzirem as reformas que o desenvolvimento da lei e da pratica tem tornado desejaveis;

Animados do desejo de reconciliar os diferentes systemas juridicos que prevalecem nas diversas Republicas Americanas; e

Convencidos da necessidade de emprender este trabalho no seu sentido mais amplo, devidamente respeitadas as respectivas legislações nacionaes;

Resolveram negociar a presente Convenção para a protecção das marcas de fabrica e nomes commerciaes e para a repressão da concorrência desleal e falsas indicações de origem geographica, e nesse intuito nomearam os seus

CONVENTION GÉNÉRALE INTER-AMÉRICAINNE POUR LA PROTECTION DES MARQUES DE FABRIQUE ET COMMERCIALE

Les Gouvernements du Pérou, de Bolivie, de Paraguay, de l'Équateur, de l'Uruguay, de la République Dominicaine, du Chili, de Panama, de Venezuela, de Costa Rica, de Cuba, de Guatemala, de Haïti, de Colombie, du Brésil, du Mexique, de Nicaragua, de Honduras et des États Unis représentés à la Conférence Pan-américaine des Marques de Fabrique tenue à Washington conformément aux termes de la résolution adoptée le 15 février 1928 à la Sixième Conférence des États Américains de La Havane, et de la résolution du 2 mai 1928 adoptée par le Conseil d'Administration de l'Union Panaméricaine à Washington;

Considérant qu'il est nécessaire de reviser la "Convention pour la Protection des Marques de Fabrique Commerciales, Industrielles et Agricoles et des Dénominations Commerciales" signée à Santiago, Chili, le 28 avril 1923, laquelle remplace la "Convention pour la Protection des Marques de Fabrique" signée à Buenos Ayres le 20 août 1910, dans le but d'y introduire les réformes que le développement du droit et la coutume ont rendu nécessaires;

Animés du désir de reconcilier les différents systèmes juridiques qui existent dans les diverses Républiques américaines; et

Convaincus de qu'il importe de donner à cette oeuvre une portée aussi large que le permettent les conditions actuelles tout en respectant des législations nationales respectives,

Ont résolu de conclure la présente Convention pour la protection des marques de fabrique, du nom commercial et pour la répression de la concurrence déloyale et des fausses indications géographiques d'origine et dans ce but

Plenipotentiaries.

para ese fin los siguientes delegados:

Perú:
Alfredo González-Prada.

Bolivia:
Emeterio Cano de la Vega.

Paraguay:
Juan V. Ramírez.

Ecuador:
Gonzalo Zaldumbide.

Uruguay:
J. Varela Acevedo.

República Dominicana:
Francisco de Moya.

Chile:
Óscar Blanco Viel.

Panamá:
Ricardo J. Alfaro.
Juan B. Chevalier.

Venezuela:
Pedro R. Rincones.

Costa Rica:
Manuel Castro Quesada.
Fernando E. Piza.

Cuba:
Gustavo Gutiérrez.
Alfredo Bufill.

Guatemala:
Adrián Recinos.
Ramiro Fernández.

Haití:
Raoul Lizaire.

Colombia:
Roberto Botero Escobar.
Pablo García de la Parra.

Brasil:
Carlos Delgado de Carvalho.

México:
Francisco Suástegui.

Nicaragua:
Vicente Vita.

Honduras:
Carlos Izaguirre V.

for this purpose have appointed as their respective delegates,

Peru:
Alfredo Gonzalez-Prada.

Bolivia:
Emeterio Cano de la Vega.

Paraguay:
Juan V. Ramirez.

Ecuador:
Gonzalo Zaldumbide.

Uruguay:
J. Varela Acevedo.

Dominican Republic:
Francisco de Moya.

Chile:
Oscar Blanco Viel.

Panama:
Ricardo J. Alfaro.
Juan B. Chevalier.

Venezuela:
Pedro R. Rincones.

Costa Rica:
Manuel Castro Quesada.
Fernando E. Piza.

Cuba:
Gustavo Gutierrez.
Alfredo Bufill.

Guatemala:
Adrian Recinos.
Ramiro Fernandez.

Haiti:
Raoul Lizaire.

Colombia:
Roberto Botero Escobar.
Pablo Garcia de la Parra.

Brazil:
Carlos Delgado de Carvalho.

Mexico:
Francisco Suastegui.

Nicaragua:
Vicente Vita.

Honduras:
Carlos Izaguirre V.

respectivos delegados, que são ont nommé leurs délégués respectifs, à savoir:

Perú: Alfredo González-Prada.	Pérou: Alfredo González-Prada.
Bolivia: Emeterio Cano de la Vega.	Bolivie: Emeterio Cano de la Vega.
Paraguay: Juan V. Ramírez.	Paraguay: Juan V. Ramírez.
Equador: Gonzalo Zaldumbide.	Équateur: Gonzalo Zaldumbide.
Uruguay: J. Varela Acevedo.	Uruguay: J. Varela Acevedo.
Republica Dominicana: Francisco de Moya.	République Dominicaine: Francisco de Moya.
Chile: Oscar Blanco Viel.	Chili: Oscar Blanco Viel.
Panamá: Ricardo J. Alfaro. Juan B. Chevalier.	Panama: Ricardo J. Alfaro. Juan B. Chevalier.
Venezuela: Pedro R. Rincones.	Venezuela: Pedro R. Rincones.
Costa Rica: Manual Castro Quesada. Fernando E. Piza.	Costa Rica: Manuel Castro Quesada. Fernando E. Piza.
Cuba: Gustavo Gutiérrez. Alfredo Bufill.	Cuba: Gustavo Gutiérrez. Alfredo Bufill.
Guatemala: Adrián Recinos. Ramiro Fernández.	Guatemala: Adrián Recinos. Ramiro Fernández.
Haiti: Raoul Lizaire.	Haïti: Raoul Lizaire.
Colombia: Roberto Botero Escobar. Pablo García de la Parra.	Colombie: Roberto Botero Escobar. Pablo García de la Parra.
Brasil: Carlos Delgado de Carvalho.	Brésil: Carlos Delgado de Carvalho.
Mexico: Francisco Suástegui.	Mexique: Francisco Suástegui.
Nicaragua: Vicente Vita.	Nicaragua: Vicente Vita.
Honduras: Carlos Izaguirre V.	Honduras: Carlos Izaguirre V.

Plenipotentiaries—
Continued.

Estados Unidos de América:
Francis White.
Thomas E. Robertson.
Edward S. Rogers.

United States of America:
Francis White.
Thomas E. Robertson.
Edward S. Rogers.

Quienes, después de haber depositado sus credenciales, que fueron halladas en buena y debida forma por la Conferencia, han convenido lo siguiente:

Who, after having deposited their credentials, which were found to be in good and due form by the Conference, have agreed as follows:

CAPÍTULO I.

Equality of citizens and aliens as to trade mark and commercial protection.

DE LA IGUALDAD DE NACIONALES Y EXTRANJEROS ANTE LA PROTECCIÓN MARCARIA Y COMERCIAL

CHAPTER I.

EQUALITY OF CITIZENS AND ALIENS AS TO TRADE MARK AND COMMERCIAL PROTECTION.

Artículo 1.

Reciprocal recognition of registration in signatory States.

Los Estados Contratantes se obligan a otorgar a los nacionales de los otros Estados Contratantes y a los extranjeros domiciliados que posean un establecimiento fabril o comercial o una explotación agrícola en cualquiera de los Estados que hayan ratificado o se hayan adherido a la presente Convención, los mismos derechos y acciones que las leyes respectivas concedan a sus nacionales o domiciliados con relación a marcas de fábrica, comercio o agricultura, a la protección del nombre comercial, a la represión de la competencia desleal y de las falsas indicaciones de origen o procedencia geográficos.

Article 1.

The Contracting States bind themselves to grant to the nationals of the other Contracting States and to domiciled foreigners who own a manufacturing or commercial establishment or an agricultural development in any of the States which have ratified or adhered to the present Convention the same rights and remedies which their laws extend to their own nationals or domiciled persons with respect to trade marks, trade names, and the repression of unfair competition and false indications of geographical origin or source.

CAPÍTULO II.

Trade mark protection.

DE LA PROTECCIÓN MARCARIA

CHAPTER II.

TRADE MARK PROTECTION.

Artículo 2.

Application for, in a foreign country.

El que desee obtener protección para sus marcas en un país distinto al suyo en que esta Convención rija, podrá obtener dicha protección bien solicitándola directamente de la oficina correspondiente del Estado en que desee obtener la referida protección, o por medio de la Oficina Interamericana de Marcas a que se refiere el Protocolo sobre Registro Interamericano, siempre que

Article 2.

The person who desires to obtain protection for his marks in a country other than his own, in which this Convention is in force, can obtain protection either by applying directly to the proper office of the State in which he desires to obtain protection, or through the Inter-American Trade Mark Bureau referred to in the Protocol on the Inter-American Registration of Trade Marks, if

Estados Unidos da America:
Francis White.
Thomas E. Robertson.
Edward S. Rogers.

États Unis d'Amérique:
Francis White.
Thomas E. Robertson.
Edward S. Rogers.

Os quaes, depois de terem depositado as suas credenciaes, que foram achadas em boa e devida forma pela Conferencia, concordaram no seguinte:

Lesquels, après avoir déposé leurs lettres de créances qui ont été reconnues en bonne et due forme par la Conférence, ont convenu de ce qui suit:

CAPITULO I.

CHAPITRE I.

EGUALDADE DE NACIONAES E EX-
TRANGEIROS NO QUE DIZ RES-
PEITO Á PROTECCÃO DE MARCAS
DE FABRICA E Á PROTECCÃO
COMMERCIAL.

ÉGALITÉ DES NATIONAUX ET DES
ÉTRANGERS DANS LA PROTEC-
TION DES MARQUES DE FABRIQUE
ET COMMERCIALE.

Artigo 1.

Article 1^{er}.

Os Estados Contractantes se obrigam a outorgar aos nacionaes dos outros Estados Contractantes e a estrangeiros domiciliados que possuam um estabelecimento fabril ou desenvolvimento agricola em qualquer dos Estados que tenham ratificado ou adherido á presente Convenção, os mesmos direitos e os mesmos recursos que as suas leis concedem aos seus proprios nacionaes ou pessoas domiciliadas no respeito a marcas de fabrica, nomes commerciaes, e a repressão de concurrencia desleal e falsas indicações de origem ou procedencia geographica.

Les États contractants s'engagent à accorder aux nationaux des autres États contractants, ainsi qu'aux étrangers domiciliés qui possèdent un établissement industriel ou commercial, ou une entreprise agricole dans l'un quelconque des États qui ont ratifié la présente Convention ou qui y ont adhéré, les mêmes droits et recours que leurs propres lois octroient à leurs propres nationaux ou résidents en ce qui concerne marques de fabrique commerciales ou agricoles, la protection du nom commercial, la répression de toute concurrence déloyale et les fausses indications géographiques d'origine ou de provenance.

CAPITULO II

CHAPITRE II.

PROTECCÃO DAS MARCAS DE
FABRICA.

PROTECTION DES MARQUES DE
FABRIQUE.

Artigo 2.

Article 2.

A pessoa que desejar obter protecção para as suas marcas em um paiz que não seja o seu proprio paiz, no qual estiver em vigor esta Convenção, poderá obter tal protecção ou mediante pedido feito directamente á correspondente repartição do Estado em que pretenda obter a referida protecção ou por intermedio da Secretaria Inter-Americana de Marcas de Fabrica referida no Protocollo

Toute personne qui désire obtenir la protection de ses marques dans un pays autre que le sien, dans lequel la Convention est en vigueur, peut l'obtenir en s'adressant soit directement au service correspondant de l'État dans lequel il désire obtenir cette protection, soit par l'intermédiaire du Bureau Interaméricain des Marques de Fabrique auquel se réfère le protocole annexe, si ce proto-

dicho Protocolo haya sido aceptado por su país y por la nación donde se solicite la protección.

this Protocol has been accepted by his country and the country in which he seeks protection.

Artículo 3.

Article 3.

Mutual registration of marks.

Toda marca debidamente registrada o legalmente protegida en uno de los Estados Contratantes será admitida a registro o depósito y protegida legalmente en los demás Estados Contratantes, previo el cumplimiento de los requisitos formales establecidos por la ley nacional de dichos Estados.

Every mark duly registered or legally protected in one of the Contracting States shall be admitted to registration or deposit and legally protected in the other Contracting States, upon compliance with the formal provisions of the domestic law of such States.

Domestic regulations to govern.

Podrá denegarse o cancelarse el registro o depósito de marcas:

Registration or deposit may be refused or cancelled of marks:

Conditions for refusal.

1. Cuyos elementos distintivos violen los derechos previamente adquiridos por otra persona en el país donde se solicita el registro o depósito.

1. The distinguishing elements of which infringe rights already acquired by another person in the country where registration or deposit is claimed.

2. Que estén desprovistas de todo carácter distintivo o consistan exclusivamente en palabras, signos o indicaciones que sirven en el comercio para designar la clase, especie, calidad, cantidad, destino, valor, lugar de origen de los productos, época de producción, o que son o hayan pasado a ser genéricas o usuales en el lenguaje corriente o en la costumbre comercial del país al tiempo en que se solicite el registro o depósito, cuando el propietario de la marca las reivindique o pretenda reivindicarlas como elementos distintivos de la misma.

2. Which lack any distinctive character or consist exclusively of words, symbols, or signs which serve in trade to designate the class, kind, quality, quantity, use, value, place of origin of the products, time of production, or which are or have become at the time registration or deposit is sought, generic or usual terms in current language or in the commercial usage of the country where registration or deposit is sought, when the owner of the marks seeks to appropriate them as a distinguishing element of his mark.

Para determinar el carácter distintivo de una marca, deberán tomarse en consideración todas las circunstancias existentes, en especial la duración del uso de la marca y si dicha marca ha adquirido de hecho en el país en que se solicite el depósito, registro o protección, una significación distintiva de la mercancía del solicitante.

In determining the distinctive character of a mark, all the circumstances existing should be taken into account, particularly the duration of the use of the mark and if in fact it has acquired in the country where deposit, registration or protection is sought, a significance distinctive of the applicant's goods.

3. Que ofendan a la moral pública o sean contrarias al orden público.

3. Which offend public morals or which may be contrary to public order.

sobre o Registro Inter-Americano de Marcas de Fabrica, com tanto que esse Protocollo tenha sido aceito pelo seu paiz e pelo paiz no qual deseje protecção.

Artigo 3.

Toda a marca devidamente registrada ou legalmente protegida em um dos Estados Contractantes será admittida a registro ou deposito e legalmente protegida nos outros Estados Contractantes, mediante cumprimento das disposições formaes da lei nacional dos mesmos Estados.

O registro ou o deposito poderá ser recusado ou cancellado no caso das marcas:

1. Cujos elementos distinctivos infrinjam direitos previamente adquiridos por outrem no paiz em que se requer registro ou deposito.

2. Nas quaes faltar qualquer caracter distinctivo ou que consistirem exclusivamente em palavras, symbolos, ou signaes destinados no commercio a designar a classe, natureza, qualidade, quantidade, uso, valor, logar de origem dos productos, epoca de producção ou que sejam ou tenham chegado a ser na occasião do pedido de registro ou deposito, termos genericos ou communs da linguagem corrente ou do uso commercial do paiz em que se requer registro ou deposito, ou quando o proprietario da marca pretender apropiá-las como elemento distinctivo de sua marca.

No determinar o caracter distinctivo de uma marca, devem-se tomar em conta todas as circumstancias existentes, principalmente o prazo de duração do uso da marca e se de facto tenha adquirido no paiz em que se solicite deposito, registro ou protecção, a significação distinctiva das mercadorias do registrante.

3. Que offenderem a moral publica ou que forem contrarias á ordem publica.

cole a été accepté par son pays aussi bien que par le pays dans lequel il demande protection.

Article 3.

Toute marque dûment enregistrée et légalement protégée dans un des États contractants sera admise à l'enregistrement ou au dépôt et légalement protégée dans les autres États contractants en se conformant aux prescriptions y relatives de la législation de ces États.

L'enregistrement ou le dépôt peut être refusé ou annulé pour les marques:

1. Dont les éléments distinctifs enfreignent les droits déjà acquis par une autre personne dans le pays où la protection est demandée.

2. Qui sont dépourvus de tout caractère distinctif ou qui consistent exclusivement en termes, symboles ou signes qui servent dans le commerce à désigner l'espèce, le genre, la qualité, la quantité, l'usage, le lieu d'origine des produits, l'époque de production, ou qui sont ou sont devenus au moment de la demande d'enregistrement ou de dépôt des termes génériques ou usuels soit dans le langage courant, soit dans la pratique commerciale du pays où l'on demande la protection ou le dépôt lorsque le propriétaire des marques cherche à se les approprier comme éléments distinctifs de ses marques.

Pour déterminer le caractère distinctif d'une marque, il y a lieu de tenir compte de toutes les circonstances existantes, particulièrement de la durée de l'usage de la marque et de la question de savoir si en fait elle a acquis dans le pays où il en est demandé dépôt, l'enregistrement ou protection une signification distinctive des marchandises du requérant.

3. Qui offensent la morale publique ou qui peuvent être contraires à l'ordre public.

4. Que ridiculicen o tiendan a ridiculizar personas, instituciones, creencias o símbolos nacionales o de asociaciones de interés público,

5. Que contengan representaciones de tipos raciales o paisajes típicos o característicos de cualquiera de los Estados Contratantes distinto al de origen de la marca.

6. Que tengan entre sus elementos distintivos principales, frases, nombres o lemas que constituyan el nombre comercial o la parte esencial o característica del mismo, perteneciente a alguna persona dedicada a la fabricación, comercio o producción de artículos o mercancías de la misma clase a que se destine la marca, en cualquiera de los demás países contratantes.

4. Which tend to expose persons, institutions, beliefs, national symbols or those of associations of public interest, to ridicule or contempt.

5. Which contain representations of racial types or scenes typical or characteristic of any of the Contracting States, other than that of the origin of the mark.

6. Which have as a principal distinguishing element, phrases, names or slogans which constitute the trade name or an essential or characteristic part thereof, belonging to some person engaged in any of the other Contracting States in the manufacture, trade or production of articles or merchandise of the same class as that to which the mark is applied.

Artículo 4.

Flags, official insignia, etc.

Los Estados Contratantes acuerdan rehusar o cancelar el registro o depósito y prohibir el uso sin autorización de la autoridad competente, de las marcas que incluyan banderas nacionales o de los estados, escudos de armas, sellos nacionales o de los estados, dibujos de las monedas públicas o de los sellos de correo, certificados o sellos oficiales de garantía, o cualesquiera insignias oficiales, nacionales o de los estados, o imitaciones de las mismas.

Artículo 5.

Identifying designs, etc., accorded equal protection.

Las etiquetas, dibujos industriales, lemas, catálogos, anuncios o avisos que se usen para identificar o anunciar mercancías, gozarán de la misma protección que las marcas en los Estados Contratantes cuyas leyes así lo dispongan, de acuerdo con las prescripciones de la legislación local.

Artículo 6.

Association marks recognized.

Los Estados Contratantes se comprometen a admitir a registro o depósito y a proteger las marcas

Article 4.

The Contracting States agree to refuse to register or to cancel the registration and to prohibit the use, without authorization by competent authority, of marks which include national and state flags and coats-of-arms, national or state seals, designs on public coins and postage stamps, official labels, certificates or guarantees, or any national or state official insignia or simulations of any of the foregoing.

Article 5.

Labels, industrial designs, slogans, prints, catalogues or advertisements used to identify or to advertise goods, shall receive the same protection accorded to trade marks in countries where they are considered as such, upon complying with the requirements of the domestic trade mark law.

Article 6.

The Contracting States agree to admit to registration or deposit and to protect collective marks

4. Que tenderem a expor ao ridiculo ou ao desprezo pessoas, instituções, crenças, symbolos nacionaes ou de associações de interesse publico.

5. Que contiverem representações de typos raciaes ou vistas typicas ou characteristics de qualquer dos Estados Contractantes além do de origem da marca.

6. Que tiverem como elemento distinctivo principal, phrases, nomes, ou lemas que constituam, ou, na sua totalidade ou em uma parte essencial e characteristic, o nome pertencente a outra pessoa occupada em qualquer dos outros Estados Contractantes no fabrico, negocio ou produção de artigos ou mercadorias da mesma especie que aquellas ás quaes se applica a marca.

Artigo 4.

Os Estados Contractantes concordam em recusar o registro ou cancelar o registro e prohibir o uso sem autorização da competente autoridade, de marcas que tragam bandeiras nacionaes ou estadoaes e escudos de armas, sellos nacionaes ou estadoaes, desenhos tirados de moedas publicas e sellos do correio, rotulos officiaes, certificados ou sellos de garantia, ou qualquer insignia official ou simulação de qualquer dos supramencionados objectos.

Artigo 5.

Os Rotulos, desenhos industriaes, divisas, letreiros, catalagos, ou annuncios usados para identificar ou annunciar mercadorias, receberão a mesma protecção que a outorgada a marcas de fabrica em paizes onde são consideradas como taes, mediante cumprimento das exigencias da lei nacional de marcas de fabrica.

Artigo 6.

Os Estados Contractantes concordam em admittir a registro ou deposito e a proteger as marcas

4. Qui ridiculisent ou tendent à ridiculiser les personnes, les institutions, les croyances ou les emblèmes religieux ou nationaux ou les associations d'intérêt public.

5. Qui comportent des gravures représentant des types de races ou de scènes typiques ou caractéristiques de l'un des états contractants autres que de celui dont la marque est originaire.

6. Qui ont comme élément distinctif principal des phrases, noms ou devises qui constituent le nom commercial ou une de ses parties essentielles ou caractéristiques appartenant à une personne qui se livre, dans un des autres états contractants à la fabrication, au commerce ou à la production des articles ou marchandises de la même catégorie que ceux auxquels s'applique la marque.

Article 4.

Les États contractants conviennent de refuser ou de canceler l'enregistrement et d'interdire l'usage, sans l'autorisation des autorités compétentes, de marques qui comportent des drapeaux et armoiries nationaux ou d'états, les sceaux nationaux ou d'états, les motifs des pièces de monnaie ou des timbres poste, les sceaux officiels, certificats ou sceaux officiels de légalisation, ou tout autre insigne officiel national ou d'état ainsi que leurs imitations.

Article 5.

Les étiquettes, devises, dessins industriels, imprimés, catalogues ou réclames employés pour identifier ou pour faire connaître les marchandises recevront la même protection que celle accordée aux marques de fabrique dans les pays où ils sont considérés comme tels en se conformant aux prescriptions de la loi nationale sur les marques de fabrique.

Article 6.

Les États contractants s'engagent à accepter à l'enregistrement ou au dépôt et à protéger

de propiedad colectiva o que pertenezcan a asociaciones cuya existencia no sea contraria a las leyes del país de origen, aun cuando dichas colectividades no posean un establecimiento fabril, industrial, comercial o agrícola.

Cada país determinará las condiciones particulares bajo las cuales se podrán proteger las marcas de dichas colectividades.

States, etc., included.

Los Estados, Provincias o Municipios en su carácter de personas jurídicas, podrán poseer, usar, registrar o depositar marcas y gozarán en tal sentido de los beneficios de esta Convención.

and marks of associations, the existence of which is not contrary to the laws of the country of origin, even when such associations do not own a manufacturing, industrial, commercial or agricultural establishment.

Each country shall determine the particular conditions under which such marks may be protected.

States, Provinces or Municipalities, in their character of corporations, may own, use, register or deposit marks and shall in that sense enjoy the benefits of this Convention.

Artículo 7.

Interferences.
Right to oppose, etc.

Todo propietario de una marca legalmente protegida en uno de los Estados Contratantes conforme a su legislación interna, que tenga conocimiento de que alguna persona o entidad usa o pretende registrar o depositar una marca sustancialmente igual a la suya o susceptible de producir confusión o error en el adquirente o consumidor de los productos o mercancías a que se apliquen, tendrá el derecho de oponerse al uso, registro o depósito de la misma, empleando los medios, procedimientos y recursos legales establecidos en el país en que se use o pretenda registrar o depositar dicha marca, probando que la persona que la usa o intenta registrar o depositar, tenía conocimiento de la existencia y uso en cualquiera de los Estados Contratantes, de la marca en que se funde la oposición y que ésta se usaba y aplicaba y continúa usándose y aplicándose a productos o mercancías de la misma clase; y, en consecuencia, podrá reclamar para sí el derecho a usar preferente y exclusivamente, o la prioridad para registrar o depositar su marca en el país de que se trate siempre que llene las formalidades establecidas en la legislación interna y en esta Convención.

Preferential claims.

Article 7.

Any owner of a mark protected in one of the Contracting States in accordance with its domestic law, who may know that some other person is using or applying to register or deposit an interfering mark in any other of the Contracting States, shall have the right to oppose such use, registration or deposit and shall have the right to employ all legal means, procedure or recourse provided in the country in which such interfering mark is being used or where its registration or deposit is being sought, and upon proof that the person who is using such mark or applying to register or deposit it, had knowledge of the existence and continuous use in any of the Contracting States of the mark on which opposition is based upon goods of the same class, the opposer may claim for himself the preferential right to use such mark in the country where the opposition is made or priority to register or deposit it in such country, upon compliance with the requirements established by the domestic legislation in such country and by this Convention.

collectivas e marcas de associações cuja existencia não fôr contraria ás leis do paiz de origem, mesmo quando taes collectividades não possuam um estabelecimento fabril, industrial, commercial ou agricola.

Cada paiz determinará as condições particulares debaixo das quaes as marcas das referidas collectividades possam ser protegidas.

Os Estados, as Provincias ou as Municipalidades, no seu caracter de corporações, podem possuir, usar, registrar ou depositar marcas e nessa capacidade gozarão dos beneficios desta Convenção.

Artigo 7.

Qualquer dono de uma marca protegida em um dos Estados Contractantes na conformidade de sua legislação interior, que souber que outra pessoa esteja usando ou procurando registrar ou depositar uma marca interferente em qualquer outro Estado Contractante, terá o direito de se oppor ao uso, registro ou deposito da mesma e terá o direito de empregar todos os meios legais, processos, ou recursos de que dispõe o paiz no qual a dita marca esteja sendo usada ou em que esteja sendo requerido o seu registro ou deposito, e, mediante prova que a referida pessoa que estiver usando ou procurando registrar ou depositar a marca, sabia da existencia e uso continuo em qualquer dos Estados Contractantes da marca sobre a qual se baseia a opposição, e sabia que se achava applicada a productos e mercadorias da mesma classe, o reclamante poderá requerer para si o direito preferencial de usar tal marca no paiz em que se levanta a opposição, ou prioridade para registrar ou depositar-a no referido paiz, com tanto que elle preencha as formalidades exigidas pela legislação interior de tal paiz e desta Convenção.

les marques collectives ou d'associations dont l'existence n'est pas contraire aux lois du pays d'origine, même lorsque les dites associations ne possèdent aucune manufacture ou établissement industriel, commercial ou agricole.

Chaque pays déterminera les conditions particulières suivant lesquelles ces marques pourront être protégées.

Les États, provinces ou municipalités, en tant que personnes juridiques, peuvent posséder, employer, enregistrer ou déposer des marques et jouir ainsi des benefices de la présente Convention.

Article 7.

Tout propriétaire d'une marque légalement protégée dans l'un des États contractants conformément à la législation nationale, qui a connaissance qu'une autre personne fait usage ou cherche à enregistrer ou à déposer une marque faisant double emploi avec la sienne dans tout autre État contractant, aura le droit de s'opposer à un tel usage, enregistrement, ou dépôt et celui d'employer tous les moyens légaux de procédure ou de recours prévus dans le pays où la marque delictueuse est en usage, ou dans le pays où l'enregistrement ou le dépôt en est recherché. Sur la preuve que la personne qui en a fait usage ou qui en recherche l'enregistrement ou le dépôt avait connaissance de l'existence et de l'usage constant dans un des États contractants de la marque qui sert de base à l'opposition et pour des marchandises de même espèce, l'opposant pourra réclamer pour lui-même le droit d'user exclusivement et par préférence d'une pareille marque dans le pays où l'opposition est produite ou encore la priorité d'enregistrement ou de dépôt dans le dit pays en se conformant aux prescriptions de la législation nationale de ce pays et à celles de la présente Convention.

*Artículo 8.**Article 8.*

Cancellation of interfering mark in a foreign State.

Cuando el propietario de una marca solicite su registro o depósito en otro de los Estados Contratantes distinto al del de origen de la marca, y se le niegue por existir un registro o depósito previo de otra marca que lo impida por su identidad o manifiesta semejanza capaz de crear confusión, tendrá derecho a solicitar y obtener la cancelación o anulación del registro o depósito anteriormente efectuado, probando, conforme a los procedimientos legales del Estado en que se solicite la cancelación:

(a) que gozaba de protección legal para su marca en uno de los Estados Contratantes con anterioridad a la fecha de la solicitud del registro o depósito que trata de anular; y

(b) que el propietario de la marca cuya cancelación se pretende tenía conocimiento del uso, empleo, registro o depósito en cualquiera de los Estados Contratantes, de la marca en que se funda la acción de nulidad, para los mismos productos o mercancías a que específicamente se aplique, con anterioridad a la adopción y uso o a la presentación de la solicitud de registro o depósito de la marca que se trata de cancelar; o

(c) que el propietario de la marca, que solicite la cancelación basado en un derecho preferente a la propiedad y uso de la misma, haya comerciado y comercie con o en el país en que se solicite la cancelación y que en éste hayan circulado y circulen los productos o mercancías señalados con su marca desde fecha anterior a la presentación de la solicitud de registro o depósito de la marca cuya cancelación se pretende, o de la adopción y uso de la misma.

When the owner of a mark seeks the registration or deposit of the mark in a Contracting State other than that of origin of the mark and such registration or deposit is refused because of the previous registration or deposit of an interfering mark, he shall have the right to apply for and obtain the cancellation or annulment of the interfering mark upon proving, in accordance with the legal procedure of the country in which cancellation is sought, the stipulations in Paragraph (a) and those of either Paragraph (b) or (c) below:

(a) That he enjoyed legal protection for his mark in another of the Contracting States prior to the date of the application for the registration or deposit which he seeks to cancel; and

(b) that the claimant of the interfering mark, the cancellation of which is sought, had knowledge of the use, employment, registration or deposit in any of the Contracting States of the mark for the specific goods to which said interfering mark is applied, prior to adoption and use thereof or prior to the filing of the application or deposit of the mark which is sought to be cancelled; or

(c) that the owner of the mark who seeks cancellation based on a prior right to the ownership and use of such mark, has traded or trades with or in the country in which cancellation is sought, and that goods designated by his mark have circulated and circulate in said country from a date prior to the filing of the application for registration or deposit for the mark, the cancellation which is claimed, or prior to the adoption and use of the same.

Artigo 8.

Quando o proprietario de uma marca requerer o registro ou o deposito da marca em um Estado Contractante diverso do de origem da marca, e tal registro ou deposito lhe fôr negado por causa da existencia de um registro ou deposito previo de uma marca interferente, elle terá o direito de solicitar e obter o cancellamento ou revogação do registro ou deposito, caso provar de accordo com os processos legais do paiz em que procura o cancellamento, as estipulações do Paragrapho (a) e as do Paragraphos (b) ou (c) abaixo referidos:

(a) Que elle se achava no gozo da protecção legal de sua marca em um dos Estados Contractantes anteriormente á data em que foi pedido o registro ou deposito que elle procura annular; e

(b) que o proprietario da marca interferente cuja cancellamento se procura, tinha conhecimento do uso, emprego, registro, ou deposito em qualquer dos Estados Contractantes da marca para os mesmos productos ou mercadorias aos quaes se acha especificamente applicada a referida marca interferente, anteriormente á adopção e uso da mesma ou anteriormente ao pedido de registro ou deposito da marca que se trata de cancellar; ou

(c) que o proprietario da marca, o qual procura revogação baseada em um direito previo de propriedade e uso da mesma, tenha negociado ou negociado com ou dentro do paiz em que se procura revogação e que productos ou mercadorias designados com sua marca tenham circulado e circulem no referido paiz a partir de uma data previa á do pedido de registro ou deposito da marca que se trata de revogar, ou previamente á adopção e uso da mesma.

Article 8.

Lorsque le propriétaire d'une marque recherche l'enregistrement ou le dépôt de sa marque dans un État contractant autre que l'État d'origine de la dite marque, et que cet enregistrement ou dépôt lui est refusée parcequ'il y a eu déjà enregistrement ou dépôt d'une marque avec laquelle sa marque fait double emploi, il aura le droit de demander et d'obtenir cancellation ou annulation de la dite marque en faisant la preuve dans les formes de la procédure légale du pays dans lequel la cancellation est poursuivie:

(a) Qu'il jouissait de la protection légale pour sa marque antérieurement à la date de l'enregistrement ou du dépôt de celle dont il poursuit la cancellation; et

(b) Que le propriétaire de la marque dont la cancellation est poursuivie avait connaissance de l'usage, emploi, enregistrement ou dépôt dans l'un quelconque des États contractants de la marque sur laquelle se fonde l'action en nullité pour des articles ou produits de la même espèce que ceux auxquels la marque incriminée s'applique antérieurement à l'adoption ou l'usage de celle-ci ou antérieurement à la présentation de sa demande pour l'enregistrement ou le dépôt de cette marque incriminée; ou

(c) Que le propriétaire de la marque qui poursuit la cancellation sur la base d'un droit antérieur à l'appropriation et usage de cette marque a commercé ou commerce avec ou dans le pays dans lequel la cancellation est poursuivie; et que les marchandises désignées par sa marque ont circulé ou circulent dans le dit pays depuis une date antérieure à la présentation de la demande d'application de la marque incriminée et antérieurement à l'adoption et l'usage de celle-ci.

Artículo 9.

Refusal based on prior registration.

Cuando la denegación del registro o depósito de una marca se base en un registro previo hecho de acuerdo con esta Convención, el propietario de la marca de que se trate tendrá el derecho de pedir y de obtener la cancelación de la marca previamente registrada o depositada, probando, de acuerdo con los procedimientos legales del país en que trata de obtener el registro o depósito de su marca, que el registrante de la marca que desea cancelar la ha abandonado. El término para declarar abandonada una marca por falta de uso será el que determine la ley nacional, y en su defecto, será de dos años y un día a contar desde la fecha del registro o depósito si la marca no ha sido nunca empleada, o de un año y un día si el abandono o falta de empleo tuvo lugar después de haber sido usada.

Cancellation of mark by proof of abandoned use.

Period so designated.

Article 9.

When the refusal of registration or deposit of a mark is based on a registration previously effected in accordance with this Convention, the owner of the refused mark shall have the right to request and obtain the cancellation of the mark previously registered or deposited, by proving, in accordance with the legal procedure of the country in which he is endeavoring to obtain registration or deposit of his mark, that the registrant of the mark which he desires to cancel, has abandoned it. The period within which a mark may be declared abandoned for lack of use shall be determined by the internal law of each country, and if there is no provision in the internal law, the period shall be two years and one day beginning from the date of registration or deposit if the mark has never been used, or one year and one day if the abandonment or lack of use took place after the mark has been used.

Artículo 10.

Duration of protection and renewal.

El período de protección otorgado a las marcas registradas o depositadas de acuerdo con los términos de esta Convención, así como sus renovaciones, será el que fijen las leyes del Estado en que se solicite el registro o depósito al tiempo de solicitarse la protección de acuerdo con esta Convención.

Mark in one State considered independently of any other State.

Una vez efectuado el registro o depósito de una marca en cada Estado Contratante, existirá independientemente y no será afectado por los cambios que ocurran en el registro o depósito de dicha marca en otros Estados Contratantes, salvo que otra cosa disponga la legislación interna de cada Estado Contratante.

Article 10.

The period of protection granted to marks registered, deposited or renewed under this Convention, shall be the period fixed by the laws of the State in which registration, deposit or renewal is made at the time when made.

Once the registration or deposit of a mark in any Contracting State has been effected, each such registration or deposit shall exist independently of every other and shall not be affected by changes that may occur in the registration or deposit of such mark in the other Contracting States, unless otherwise provided by domestic law.

Artículo 11.

Transfers recognized.

La transmisión en el país de origen de la propiedad de una marca registrada o depositada, tendrá el mismo valor y será reconocida en los demás Estados Con-

Article 11.

The transfer of the ownership of a registered or deposited mark in the country of its original registration shall be effective and shall be recognized in the other Con-

Artigo 9.

Quando a recusa de registro ou deposito de uma marca se basear sobre registro previamente effectuado de accordo com esta Convenção, o dono da marca recusada terá o direito de requerer e obter o cancelamento da marca previamente registrada ou depositada, caso provar, de accordo com o procedimento legal do paiz em que procurar obter registro ou deposito da sua marca, que o registrante da marca que elle procura cancelar abandonou-a. O prazo dentro do qual uma marca poderá ser declarada abandonada por falta de uso será determinado pela lei interna de cada paiz, e se não houver disposição na lei interna, o periodo será de dois annos e um dia a partir da data de registro ou deposito se a marca não tiver nunca sido usada, ou um anno e um dia se o abandono ou a falta de uso teve logar depois de ter sido usada a marca.

Artigo 10.

O periodo de protecção outorgado a marcas registradas, depositadas ou renovadas de accordo com esta Convenção será o periodo estabelecido pelas leis do Estado de registro, deposito ou renovação, na epoca em que se effectuar.

Uma vez effectuado o registro ou deposito de uma marca em um Estado Contractante, cada um desses registros ou depositos existirá independentemente de qualquer outro e não será affectado pelas mudanças que ocorrerem no registro ou deposito de taes marcas em outros Estados Contractantes, salvo outras disposições da legislação interna.

Artigo 11.

A transferencia da posse de uma marca registrada ou depositada no paiz do seu registro original vigorará e será reconhecida nos outros Estados Contractantes,

Article 9.

Lorsque le refus d'enregistrement ou de dépôt d'une marque est basé sur un enregistrement déjà effectué conformément à cette Convention, le propriétaire de la marque refusée aura le droit de requérir et d'obtenir la cancellation de la marque déjà enregistrée ou déposée, en prouvant, conformément à la procédure légale du pays dans lequel il s'efforce d'obtenir l'enregistrement ou le dépôt de sa marque, que le titulaire de la marque enregistrée qu'il désire faire annuler l'a abandonnée. Le délai après lequel une marque peut être déclarée abandonnée faute d'usage sera déterminée par la loi nationale de chaque pays, et s'il n'existe aucune disposition dans la loi nationale, cette période sera de deux ans et un jour à partir de la date d'enregistrement ou de dépôt si la marque n'a jamais été utilisée, ou un an et un jour si l'abandon ou le manque d'usage a eu lieu après que la marque a été utilisée.

Article 10.

La durée de protection accordée aux marques enregistrées, déposées ou renouvelées conformément aux termes de cette Convention sera celle fixée par les lois de l'État dans lequel l'enregistrement, le dépôt ou le renouvellement est effectué au moment où il est effectué.

Une fois que l'enregistrement ou le dépôt d'une marque dans un État contractant a été effectué, chacun de ces enregistrements ou dépôts existera indépendamment de tout autre et ne sera aucunement affecté par les changements qui peuvent se produire dans l'enregistrement ou le dépôt de telles marques dans d'autres États contractants, à moins que la loi nationale en dispose autrement.

Article 11.

Le transfert de la propriété d'une marque enregistrée ou déposée dans le pays de son enregistrement original sera effectif et sera reconnu dans les autres

tratantes, siempre que se acompañen pruebas fehacientes de que dicha transmisión se ha efectuado y registrado de acuerdo con la legislación interna del Estado en que se realizó, y se cumpla además con los requisitos legales del país en que debe tener efecto la transmisión.

El uso y explotación de las marcas puede cederse o traspasarse separadamente para cada país, y se registrará siempre que se acompañen pruebas fehacientes de que dicha transmisión se ha efectuado de acuerdo con la legislación interna del Estado en que se realizó, y se cumpla además con los requisitos legales del país en que debe tener efecto la transmisión.

Artículo 12.

Right to cancel by original owner.

Cualquier registro o depósito efectuado en uno de los Estados Contratantes, o cualquiera solicitud de registro o depósito pendiente de resolver, hecha por un agente, representante o cliente del propietario de una marca sobre la que se haya adquirido derecho en otro Estado Contratante por su registro, solicitud previa o uso como tal marca, dará derecho al primitivo propietario a pedir su cancelación o denegación de acuerdo con las estipulaciones de esta Convención y a solicitar y obtener la protección para sí, considerándose que dicha protección se retrotraerá a la fecha de la solicitud cancelada o denegada.

Artículo 13.

Minor changes permitted.

El uso de una marca por su propietario en una forma distinta de la forma en que la marca ha sido registrada en cualquiera de los Estados Contratantes, por lo que respecta a elementos secundarios o no substanciales, no acarreará la nulificación del registro ni afectará la protección de la marca.

tracting States, provided that reliable proof be furnished that such transfer has been executed and registered in accordance with the internal law of the State in which such transfer took place. Such transfer shall be recorded in accordance with the legislation of the country in which it is to be effective.

The use and exploitation of trade marks may be transferred separately for each country, and such transfer shall be recorded upon the production of reliable proof that such transfer has been executed in accordance with the internal law of the State in which such transfer took place. Such transfer shall be recorded in accordance with the legislation of the country in which it is to be effective.

Article 12.

Any registration or deposit which has been effected in one of the Contracting States, or any pending application for registration or deposit, made by an agent, representative or customer of the owner of a mark in which a right has been acquired in another Contracting State through its registration, prior application or use, shall give to the original owner the right to demand its cancellation or refusal in accordance with the provisions of this Convention and to request and obtain the protection for himself, it being considered that such protection shall revert to the date of the application of the mark so denied or cancelled.

Article 13.

The use of a trade mark by its owner in a form different in minor or non-substantial elements from the form in which the mark has been registered in any of the Contracting States, shall not entail forfeiture of the registration or impair the protection of the mark.

comtanto que sejam fornecidas provas sufficientes de que tal transferencia foi executada e registrada de accordo com a lei interna do Estado em que se tenha effectuado a transferencia. Tal transferencia será annotada de accordo com a legislação do paiz em que deverá vigorar.

O uso e a exploração das marcas de fabrica poderão ser transferidos separadamente em cada paiz, e tal transferencia será registrada mediante provas cabaes de ter sido tal transferencia executada de accordo com a lei interna do Estado em que se tiver effectuado a transferencia. A referida transferencia será annotada de accordo com a legislação do paiz em que tiver de vigorar.

Artigo 12.

Qualquer registro ou deposito que se tenha effectuado em um dos Estados Contractantes, ou qualquer pedido de registro ou deposito pendente, feito por um agente, representante ou freguez do dono de uma marca sobre a qual tenha sido adquirido um direito previo em outros Estados Contractantes mediante registro, pedido ou uso previo, dará ao dono original o direito de requerer a sua revogação ou denegação de accordo com as disposições desta Convenção e requerer e obter protecção para si, considerando-se que tal protecção reverterá á data do pedido da marca denegada ou cancellada.

Artigo 13.

O uso de uma marca pela seu dono em uma forma que apresente differenças nos elementos secundarios ou não essenciaes da forma em que a marca tenha sido registrada em qualquer dos Estados Contractantes, não prejudicará o registro nem affectará a protecção da marca.

États contractants pourvu qu'une preuve digne de foi soit produite que le dit transfert a été effectué et enregistré conformément a la loi nationale de l'État dans lequel le transfert a eu lieu. Ce transfert sera constaté conformément a la législation du pays dans lequel il doit être effectif.

L'usage et l'exploitation des marques de fabrique peut être transféré séparément pour chaque pays, et le transfert sera enregistré sur la production de la preuve digne de foi que cet enregistrement a bien été effectué conformément a la loi nationale de l'État dans lequel il a eu lieu. Ce transfert sera constaté conformément a la législation du pays dans lequel il doit être effectif.

Article 12.

Tout enregistrement ou dépôt qui a été effectué dans l'un des États contractants, ou toute demande pendante d'enregistrement ou de dépôt faite par un agent, représentant ou client du propriétaire d'une marque qui a acquis droit de protection dans un autre État contractant par l'enregistrement, demande d'enregistrement ou usage antérieur, donnera à ce propriétaire le droit de demander cancellation ou refus de la marque ainsi présentée conformément aux dispositions de cette Convention, ainsi que de demander et d'obtenir la protection pour lui-même; cette protection étant considérée comme reportée rétroactivement à la date de la demande ainsi rejetée ou cancellée.

Article 13.

L'usage d'une marque de fabrique par son propriétaire sous une forme comportant des variantes d'éléments secondaires ou non substantiels de la forme sous laquelle elle a été enregistrée, n'entraînera pas l'annulation de l'enregistrement ni n'affectera pas la protection de la marque.

New registration required if materially changed.

En caso de que la forma o los elementos distintivos de la marca sean sustancialmente cambiados, o que sea modificada o aumentada la lista de los productos a que vaya a aplicarse, podrá exigirse al propietario que solicite un nuevo registro, sin perjuicio de la protección de la marca original o de la lista original de los productos.

Legend on marks.

Los requisitos que las leyes de los Estados Contratantes exijan con respecto a la leyenda que indica la autorización del uso de las marcas, se considerarán satisfechos por lo que toca a los productos de origen extranjero, si dichas marcas llevan las palabras o indicaciones autorizadas legalmente en el país de origen de los productos.

CAPÍTULO III.

Protection of commercial names.

DE LA PROTECCIÓN DEL NOMBRE COMERCIAL

Artículo 14.

Registration of trade or commercial names not required.

El nombre comercial de las personas naturales o jurídicas domiciliadas o establecidas en cualquiera de los Estados Contratantes será protegido en todos los demás sin necesidad de registro o depósito, forme o no parte de una marca.

Artículo 15.

"Commercial names" defined.

Se entenderá por nombre comercial el propio nombre y apellidos que el fabricante, industrial, comerciante o agricultor particular use en su negocio para darse a conocer como tal, así como la razón social, denominación o título adoptado y usado legalmente por las sociedades, corporaciones, compañías o entidades fabriles, industriales, comerciales o agrícolas, de acuerdo con las disposiciones de sus respectivas leyes nacionales.

In case the form or distinctive elements of the mark are substantially changed, or the list of goods to which it is to be applied is modified or increased, the proprietor of the mark may be required to apply for a new registration, without prejudice to the protection of the original mark or in respect to the original list of goods.

The requirements of the laws of the Contracting States with respect to the legend which indicates the authority for the use of trade marks, shall be deemed fulfilled in respect to goods of foreign origin if such marks carry the words or indications legally used or required to be used in the country of origin of the goods.

CHAPTER III.

PROTECTION OF COMMERCIAL NAMES

Article 14.

Trade names or commercial names of persons entitled to the benefits of this Convention shall be protected in all the Contracting States. Such protection shall be enjoyed without necessity of deposit or registration, whether or not the name forms part of a trade mark.

Article 15.

The names of an individual, surnames and trade names used by manufacturers, industrialists, merchants or agriculturists to denote their trade or calling, as well as the firm's name, the name or title legally adopted and used by associations, corporations, companies or manufacturing, industrial, commercial or agricultural entities, in accordance with the provisions of the respective national laws, shall be understood to be commercial names.

Caso a forma ou os elementos distinctivos sejam substancialmente alterados, ou a lista de mercadorias aos quaes se applicar fôr modificada ou augmentada, o proprietario da marca poderará ser obrigado a requerer novo registro, sem prejuizo da marca original ou no que respeita á lista original de mercadorias.

As exigencias das leis dos Estados Contractantes relativas aos dizeres que indicam a autoridade para o uso de marcas de fabrica, serão consideradas satisfeitas com respeito a mercadorias de origem estrangeira, desde que taes marcas tragam as palavras ou as indicações legalmente usados ou cujo uso seja exigido no paiz de origem das mercadorias.

CAPITULO III.

PROTECCÃO DE NOMES COMMERCIAES.

Artigo 14.

Os nomes commerciaes com direito aos beneficios desta Convenção serão protegidos em todos os Estados Contractantes. Gozarão desta protecção sem necessidade de deposito ou registro, quer o nome faça parte de uma marca de fabrica quer não.

Artigo 15.

Os nomes de um individuo, sobrenomes e nomes commerciaes usados por fabricantes, industriaes, negociantes ou agricultores para indicar o seu negocio ou officio, assim como o nome da firma, o nome ou titulo legalmente adoptado e usado por associações, corporações, companhias ou entidades fabris, industriaes, commerciaes ou agricolas de accordo com as disposições das respectivas leis nacionaes, serão considerados como sendo nomes commerciaes.

Au cas où la forme ou éléments distinctifs de la marque sont substantiellement changés, ou que la liste des marchandises auxquelles elle doit s'appliquer est modifiée ou augmentée, le propriétaire de la marque peut être invité à faire une demande pour un nouvel enregistrement, sans préjudice de la protection de la marque originale, ou quant à la liste original de produits.

Les prescriptions établies par la loi des États contractants quant à la formule qui indique le droit à l'usage des marques de fabrique seront considérées comme remplies en ce qui concerne les marchandises d'origine étrangère si ces marques portent les mots ou indications légalement employés ou exigés dans le pays d'origine de ces marchandises.

CHAPITRE III.

PROTECTION DU NOM COMMERCIAL.

Article 14.

Le nom commercial de personnes ou de sociétés civiles établies ou domiciliées dans l'un quelconque des États contractants sera protégé dans tous les autres sans qu'il soit besoin d'enregistrement ou de dépôt, que ce nom commercial forme partie ou non de la marque de fabrique.

Article 15.

Les noms d'un individu, noms de famille et raison sociale employés par les fabricants, industriels, commerçants ou agriculteurs pour désigner leur commerce ou leur industrie, aussi bien que le nom de leur firme, le nom ou titre légalement adopté et utilisé par les associations, corporations, compagnies ou sociétés civiles ou manufacturières, industrielles, commerciales ou agricoles, conformes aux dispositions des lois nationales respectives, seront considérés comme nom commercial.

Artículo 16.

Protection afforded.

La protección que esta Convención otorga a los nombres comerciales consistirá:

(a) en la prohibición de usar o adoptar un nombre comercial idéntico o engañosamente semejante al legalmente adoptado y usado por otro fabricante, industrial, comerciante o agricultor dedicado al propio giro en cualquiera de los Estados Contratantes; y

(b) en la prohibición de usar, registrar o depositar una marca cuyo elemento distintivo principal esté formado por todo o parte esencial del nombre comercial legal y anteriormente adoptado y usado por otra persona natural o jurídica domiciliada o establecida en cualquiera de los Estados Contratantes y dedicada a la fabricación o comercio de productos o mercancías de la propia clase a que se destine la marca.

*Artículo 17.*Simulating, etc.,
trade names.

Todo fabricante, industrial, comerciante o agricultor domiciliado o establecido en cualquiera de los Estados Contratantes podrá oponerse dentro de los términos y por los procedimientos legales del país de que se trate, a la adopción, uso, registro o depósito de una marca destinada a productos o mercancías de la misma clase que constituya su giro o explotación, cuando estime que el o los elementos distintivos de tal marca puedan producir en el consumidor error o confusión con su nombre comercial, legal y anteriormente adoptado y usado.

*Artículo 18.*Injunctions against
infringement, etc.

Todo fabricante, industrial, comerciante o agricultor domiciliado o establecido en cualquiera de los Estados Contratantes podrá solicitar y obtener de acuerdo con las disposiciones y preceptos legales del país respectivo, la prohibición de usar, o la cancelación del

Article 16.

The protection which this Convention affords to commercial names shall be:

(a) to prohibit the use or adoption of a commercial name identical with or deceptively similar to one legally adopted and previously used by another engaged in the same business in any of the Contracting States; and

(b) to prohibit the use, registration or filing of a trade mark the distinguishing elements of which consist of the whole or an essential part of a commercial name legally adopted and previously used by another owner domiciled or established in any of the Contracting States, engaged in the manufacture, sale or production of products or merchandise of the same kind as those for which the trade mark is intended.

Article 17.

Any manufacturer, industrialist, merchant or agriculturist domiciled or established in any of the Contracting States, may, in accordance with the law and the legal procedure of such countries, oppose the adoption, use, registration or deposit of a trade mark for products or merchandise of the same class as those sold under his commercial name, when he believes that such trade mark or the inclusion in it of the trade or commercial name or a simulation thereof may lead to error or confusion in the mind of the consumer with respect to such commercial name legally adopted and previously in use.

Article 18.

Any manufacturer, industrialist, merchant or agriculturist domiciled or established in any of the Contracting States may, in accordance with the law and procedure of the country where the proceeding is brought, apply for and obtain an injunction against

Artigo 16.

A protecção que esta Convenção outorga aos nomes comerciais será:

(a) prohibir o uso ou adopção de um nome commercial identico ou enganosamente semelhante ao legalmente adoptado e previamente usado por outrem occupado no mesmo negocio em qualquer dos Estados Contractantes; e

(b) prohibir o uso, registro ou deposito de uma marca de fabrica cujos elementos distinctivos sejam formados, no todo ou em uma parte essencial, de um nome legalmente adoptado e previamente usado por outro proprietario domiciliado ou estabelecido em qualquer dos Estados Contractantes, occupado na fabricação, venda ou producção de productos ou mercadorias da mesma classe que aquelles aos quaes se destina a marca.

Artigo 17.

Qualquer fabricante, industrial, negociante ou agricultor domiciliado ou estabelecido em qualquer dos Estados Contractantes, poderá de accordo com a lei e o procedimento legal de taes paizes, se oppor á adopção, uso, registro ou deposito de uma marca para productos ou mercadorias da mesma classe que as vendidas sob o seu nome commercial, quando julgar que tal marca ou a inclusão nella de um nome commercial ou simulação do mesmo, possa conduzir a erro ou confusão no espirito do consumidor relativamente ao referido nome legalmente adoptado e previamente usado.

Artigo 18.

Qualquer fabricante, industrial, negociante ou agricultor, domiciliado ou estabelecido em qualquer dos Estados Contractantes, poderá, de accordo com a lei e as praxes do paiz em que correr o procedimento, pedir e obter ordem contra o uso de qualquer nome ou

Article 16.

La protection que la présente Convention accorde au nom commercial consistera:

(a) dans la prohibition de faire usage ou d'adopter un nom commercial identique ou d'une similitude pouvant prêter à confusion avec celle adoptée et antérieurement employée par quelqu'un d'autre engagé dans le même genre d'affaires dans l'un quelconque des États contractants; et

(b) dans la prohibition de l'usage, de l'enregistrement ou du dépôt d'une marque de fabrique dont les éléments distinctifs reproduisent tout, ou partie essentielle, d'un nom commercial légalement adopté et précédemment employé par un autre propriétaire domicilié ou établi dans l'un quelconque des États contractants, engagé dans la manufacture, la vente ou la production de produits ou marchandises du même genre que ceux auxquels la marque de fabrique est destinée.

Article 17.

Tout fabricant, industriel, commerçant ou agriculteur domicilié ou établi dans l'un quelconque des États contractants peut, en se conformant à la loi et à la procédure de ces pays, faire opposition à l'adoption, l'usage, l'enregistrement ou le dépôt d'une marque de fabrique pour des produits ou marchandises de la même espèce que celles qui se vendent sous son nom commercial, lorsqu'il estime les éléments distinctifs d'une telle marque peuvent produire chez le consommateur erreur ou confusion avec tel nom commercial légalement acquis et antérieurement employé.

Article 18.

Tout manufacturier, industriel, commerçant, ou agriculteur domicilié ou établi dans l'un quelconque des États contractants peut demander et obtenir conformément aux dispositions légales du pays intéressé, la prohibition de l'usage ou la cancellation de

registro o depósito de cualquier nombre comercial o marca destinados a la fabricación, comercio o producción de artículos o mercancías de la misma clase en que él trafica, probando:

(a) que el nombre comercial o marca cuya cancelación pretende es sustancialmente idéntico o engañosamente semejante a su propio nombre comercial legalmente adoptado y usado con anterioridad en cualquiera de los Estados Contratantes para la fabricación o comercio de productos o mercancías de la misma clase, y

(b) que con anterioridad a la adopción y uso del nombre comercial, o a la adopción y uso o solicitud de registro o depósito de la marca cuya cancelación pretende, empleó y que continúa empleando en la fabricación o comercio de los mismos productos o mercancías su propio nombre comercial, legal y anteriormente adoptado y usado en cualquiera de los Estados Contratantes, en o dentro del Estado en que solicite la cancelación.

Artículo 19.

La protección del nombre comercial se impartirá de acuerdo con la legislación interna y las estipulaciones de esta Convención, de oficio, cuando las autoridades gubernativas o administrativas competentes tengan conocimiento o pruebas ciertas de su existencia y uso legal, o a petición de parte interesada en los casos comprendidos en los artículos anteriores.

CAPÍTULO IV.

DE LA REPRESIÓN DE LA COMPETENCIA DESLEAL

Artículo 20.

Todo acto o hecho contrario a la buena fé comercial o al normal y honrado desenvolvimiento de

the use of any commercial name or the cancellation of the registration or deposit of any trade mark, when such name or mark is intended for use in the manufacture, sale or production of articles or merchandise of the same class, by proving:

(a) that the commercial name or trade mark, the enjoining or cancellation of which is desired, is identical with or deceptively similar to his commercial name already legally adopted and previously used in any of the Contracting States, in the manufacture, sale or production of articles of the same class, and

(b) that prior to the adoption and use of the commercial name, or to the adoption and use or application for registration or deposit of the trade mark, the cancellation of which is sought, or the use of which is sought to be enjoined, he used and continues to use for the manufacture, sale or production of the same products or merchandise his commercial name adopted and previously used in any of the Contracting States or in the State in which cancellation or injunction is sought.

Article 19.

The protection of commercial names shall be given in accordance with the internal legislation and by the terms of this Convention, and in all cases where the internal legislation permits, by the competent governmental or administrative authorities whenever they have knowledge or reliable proof of their legal existence and use, or otherwise upon the motion of any interested party.

CHAPTER IV.

REPRESSION OF UNFAIR COMPETITION.

Article 20.

Every act or deed contrary to commercial good faith or to the normal and honorable develop-

Protection of commercial names.
Internal legislation employed.

Repression of unfair competition.

Unfair competition defined and prohibited.

o cancelamento do registro ou deposito de qualquer marca, quando tal marca ou nome for destinado a ser empregado na fabricação, venda ou produção de artigos ou mercadorias da mesma classe, comtanto que prove:

(a) que o nome commercial ou marca de fabrica, cuja prohibição ou cancelamento se requer, é identico ou enganosamente semelhante ao seu nome commercial já legalmente adoptado e previamente usado em qualquer dos Estados Contractantes, na fabricação, venda, ou produção de artigos da mesma classe, e

(b) que anteriormente á adopção e uso do nome commercial ou á adopção e uso ou pedido de registro da marca de fabrica, cujo concellamento se requer, ou cujo uso se trata de prohibir, elle usava e continua a usar para o fabrico, venda ou produção dos mesmos productos ou mercadorias o seu nome commercial adoptado e previamente usado em qualquer dos Estados Contractantes ou no Estado em que se requer concellamento ou prohibição.

Artigo 19.

A protecção de nomes commerciaes será outorgada de accordo com a legislação interna e os termos desta Convenção, e em todos os casos em que o permittir a legislação interna, pelas competentes autoridades governamentais ou administrativas, sempre que possuirem conhecimento ou provas cabaes da sua existencia e uso illegal ou então a pedido de qualquer parte interessada.

CAPITULO IV.

REPRESSÃO DA CONCURRENCIA DESLEAL.

Artigo 20.

Toda a acção ou acto contrario á boa fé ou ao desenvolvimento normal e honesto das actividades

l'enregistrement ou dépôt de tout nom commercial ou marque de fabrique lorsque ce nom ou cette marque est destinée à l'usage de la manufacture, pour la vente ou la production d'articles ou de marchandises de la même espèce, en prouvant:

(a) que le nom commercial ou la marque de fabrique dont la cancellation est poursuivie est identique ou d'une similitude pouvant prêter à confusion avec son nom commercial déjà légalement adopté et antérieurement employé dans l'un quelconque des États contractants, dans la manufacture, la vente ou la production d'articles de même espèce, et

(b) qu'antérieurement à l'adoption et à l'usage du nom commercial, ou à l'adoption et à l'usage ou à la demande d'enregistrement ou de dépôt de la marque de fabrique dont la cancellation est poursuivie, il faisait usage et continue à faire usage pour la manufacture, la vente ou la production des mêmes articles ou marchandises de son nom commercial adopté et antérieurement employé dans l'un quelconque des États contractants ou dans l'État dans lequel cette cancellation est poursuivie.

Article 19.

La protection du nom commercial sera accordée conformément à la législation nationale et aux termes de la présente Convention, et dans tous les cas où la législation nationale le permet, soit par les autorités gouvernementales ou administratives compétentes, toutes les fois qu'elles auront connaissance ou acquis la preuve fondée de son existence et usage légal, soit à la requête de toute partie intéressée.

CHAPITRE IV.

RÉPRESSION DE LA CONCURRENCE DÉLOYALE.

Article 20.

Tout acte ou fait contraire à la bonne foi commerciale ou au développement normal et honora-

las actividades industriales o mercantiles será considerado como de competencia desleal y, por tanto, injusto y prohibido.

Artículo 21.

Acts declared to be unfair competition.

Se declaran de competencia desleal los siguientes actos, y al no estar señaladas sus penas en la legislación interna de cada Estado Contratante, se reprimirán de acuerdo con las prescripciones de esta Convención:

(a) Los actos que tengan por objeto dar a entender, directa o indirectamente, que los artículos o actividades mercantiles de un fabricante, industrial, comerciante o agricultor pertenecen o corresponden a otro fabricante, industrial, comerciante o agricultor de alguno de los otros Estados Contratantes, ya sea apropiándose o simulando marcas, símbolos, nombres distintivos, imitando etiquetas, envases, recipientes, nombres comerciales u otros medios usuales de identificación en el comercio.

(b) Las falsas descripciones de los artículos, usando palabras, símbolos y otros medios que tiendan a engañar al público en el país donde estos actos ocurran, con respecto a la naturaleza, calidad o utilidad de las mercancías.

(c) Las falsas indicaciones de origen o procedencia geográficos de los artículos, por medio de palabras, símbolos, o de otra manera, que tiendan a engañar en ese respecto al público del país donde estos hechos ocurran.

(d) Lanzar al mercado u ofrecer o presentar en venta al público un artículo, producto o mercancía bajo forma o aspecto tales que aun cuando no contenga directa ni indirectamente indicación de origen o procedencia geográficos determinados, dé o produzca la impresión, ya por los dibujos, elementos ornamentales o idioma empleado en

ment of industrial or business activities shall be considered as unfair competition and, therefore, unjust and prohibited.

Article 21.

The following are declared to be acts of unfair competition and unless otherwise effectively dealt with under the domestic laws of the Contracting States shall be repressed under the provisions of this Convention:

(a) Acts calculated directly or indirectly to represent that the goods or business of a manufacturer, industrialist, merchant or agriculturist are the goods or business of another manufacturer, industrialist, merchant or agriculturist of any of the other Contracting States, whether such representation be made by the appropriation or simulation of trade marks, symbols, distinctive names, the imitation of labels, wrappers, containers, commercial names, or other means of identification;

(b) The use of false descriptions of goods, by words, symbols or other means tending to deceive the public in the country where the acts occur, with respect to the nature, quality, or utility of the goods;

(c) The use of false indications of geographical origin or source of goods, by words, symbols, or other means which tend in that respect to deceive the public in the country in which these acts occur;

(d) To sell, or offer for sale to the public an article, product or merchandise of such form or appearance that even though it does not bear directly or indirectly an indication of origin or source, gives or produces, either by pictures, ornaments, or language employed in the text, the impression of being a product, article or commodity originating,

industriales ou commerciales, será considerado como sendo concorrência desleal e, portanto, injusto e prohibido.

Artigo 21.

Os seguintes actos são declarados actos de concorrência desleal, e, a não ser que para os mesmos haja legislação effectiva em outras categorias de leis internas dos paizes contractantes, serão reprimidos de accordo com as disposições desta Convenção.

(a) Os actos destinados directa ou indirectamente a representar as mercadorias ou o negocio de um fabricante, industrial, negociante ou agricultor como sendo mercadorias ou negocio de outro fabricante, industrial, negociante ou agricultor de um dos outros Estados Contractantes, quer tal representação se effectue pela apropriação ou simulação de marcas de fabrica, symbolos, nomes distinctivos, a imitação de rotulos, envolveros, envolutorios, nomes commerciaes, quer por outros meios de identificação;

(b) O emprego de falsas descrições de mercadorias, por meio de palavras, symbolos e outros meios tendentes a enganar o publico no paiz em que se dão taes actos, com respeito á natureza, qualidade, ou utilidade das mercadorias;

(c) O uso de falsas indicações da origem ou procedencia geographica das mercadorias, por meio de palavras ou outros symbolos que tendam neste sentido a enganar o publico no paiz em que taes actos se dão;

(d) Vender, ou offerecer a venda ao publico um artigo, producto ou mercadoria de tal forma ou apparencia que, embora não traga uma indicação directa ou indirecta de origem, ou procedencia, dê ou produza per meio de estampas, ornamentos, ou linguagem empregada no texto, a impressão de ser um producto, artigo ou mercadoria originado, fabricado

ble d'activités industrielles ou commerciales sera considéré comme concurrence déloyale et, par suite, comme injuste et prohibé.

Article 21.

Les actes ci-dessous sont déclarés actes de concurrence déloyale et, à moins que la loi nationale des États contractants n'en traite ailleurs, ils seront réprimés conformément aux dispositions de la présente Convention:

(a) Les actes qui tendent à présenter directement ou indirectement les marchandises ou affaires d'un fabricant, d'un commerçant ou d'un agriculteur comme marchandises ou affaires d'un autre fabricant, commerçant ou agriculteur de l'un des États contractants, soit par l'appropriation ou la contrefaçon de marques de fabrique, de symboles, de dénominations distinctives, soit par l'imitation d'étiquettes, d'emballages, de dénominations commerciales ou d'autres moyens d'identification;

(b) L'emploi de fausses descriptions de marchandises, l'emploi de mots, symboles et autres moyens qui tendent à tromper le public dans le pays où ces actes ont lieu relativement à la nature, la qualité ou l'utilité des marchandises;

(c) L'emploi de fausses indications d'origine ou de provenance géographique des marchandises, à l'aide de mots ou autres symboles ou moyens qui tendent à cet égard à tromper le public du pays dans lequel ces faits se produisent;

(d) La vente ou la mise en vente publique d'un article, produit ou marchandise d'une telle forme ou apparence que, bien qu'il ne porte pas directement ou indirectement une indication d'origine, ou de provenance déterminé, donne ou laisse l'impression, soit par les gravures, les motifs d'ornementation ou le langage employé dans le texte, d'être un

el texto, de ser un producto, artículo o mercancía originado, manufacturado o producido en otro de los Estados Contratantes.

(e) Cualesquiera otros hechos o actos contrarios a la buena fé en materias industriales, comerciales o agrícolas que, por su naturaleza o finalidad, puedan considerarse análogos o asimilables a los anteriormente mencionados.

Artículo 22.

Penalties.

Los Estados Contratantes que aún no hayan legislado sobre los actos de competencia desleal mencionados en este capítulo, aplicarán a ellos las sanciones contenidas en su legislación sobre marcas, o en cualesquiera otras leyes, y ordenarán la suspensión de dichos actos a petición de las personas perjudicadas, ante las cuales los causantes serán también responsables por los daños y perjuicios que les hayan ocasionado.

manufactured or produced in one of the other Contracting States;

(e) Any other act or deed contrary to good faith in industrial, commercial or agricultural matters which, because of its nature or purpose, may be considered analogous or similar to those above mentioned.

Article 22.

The Contracting States which may not yet have enacted legislation repressing the acts of unfair competition mentioned in this chapter, shall apply to such acts the penalties contained in their legislation on trade marks or in any other statutes, and shall grant relief by way of injunction against the continuance of said acts at the request of any party injured; those causing such injury shall also be answerable in damages to the injured party.

CAPÍTULO V.

CHAPTER V.

Country of origin.

DE LA REPRESIÓN DE LAS FALSAS INDICACIONES DE ORIGEN Y PROCEDENCIA GEOGRÁFICOS

REPRESSION OF FALSE INDICATIONS OF GEOGRAPHICAL ORIGIN OR SOURCE.

Artículo 23.

Article 23.

False indications of, repressed.

Será considerada falsa e ilegal, y por tanto prohibida, toda indicación de origen o procedencia que no corresponda realmente al lugar en que el artículo, producto o mercancía fué fabricado, manufacturado o recolectado.

Every indication of geographical origin or source which does not actually correspond to the place in which the article, product or merchandise was fabricated, manufactured, produced or harvested, shall be considered fraudulent and illegal, and therefore prohibited.

Artículo 24.

Article 24.

Scope.

A los efectos de esta Convención se considerará como indicación de origen o procedencia geográficos, consignar o hacer aparecer en alguna marca, etiqueta, cubierta, envase, envoltura, prescinta, de cualquier artículo, producto o mercancía, o directamente sobre el mismo, el nombre geográfico de una localidad, región, país o nación determinada, bien sea de

For the purposes of this Convention the place of geographical origin or source shall be considered as indicated when the geographical name of a definite locality, region, country or nation, either expressly and directly, or indirectly, appears on any trade mark, label, cover, packing or wrapping, of any article, product or merchandise, directly or in-

ou produzido em uma das Nações Contractantes;

(e) Qualquer outra acção ou acto contrario á boa fé em materias industriaes, commerciaes e agricolas que, por causa de sua natureza ou fim, possa ser considerado como sendo analogo ou semelhante aos acima mencionados.

Artigo 22.

Os Estados Contractantes que não tenham ainda decretado legislação sobre os actos de concorrência desleal mencionados neste artigo applicarão a taes actos as penas contidas na sua legislação sobre marcas de fabrica, ou em quaesquer outras leis e ordenarão a cessação dos referidos actos a pedido de qualquer parte prejudicada, que terá o direito de exigir das partes culpadas indemnização pelos danos soffridos.

CAPITULO V.

REPRESSÃO DE FALSAS INDICAÇÕES DE ORIGEM OU PROCEDENCIA GEOGRAPHICA.

Artigo 23.

Toda a indicação de origem ou procedencia geographica que não corresponder de facto ao logar em que o artigo, producto ou mercadoria foi fabricado, manufacturado, produzido ou colhido, será considerada fraudulenta e illegal, e, portanto, prohibida.

Artigo 24.

Para os fins desta Convenção, o logar de origem ou procedencia geographica será considerado como sendo indicado quando o nome geographico de uma determinada localidade, região, condado ou nação, quer expressamente e directamente, quer indirectamente, apparecer sobre qualquer marca de fabrica, rotulo,

produit, article ou marchandise, fabriqué ou produit dans l'un des États contractants, ou qui en soit originaire.

(e) Tout autre fait ou acte contraire à la bonne foi en matière industrielle, commerciale ou agricole qui, par sa nature ou son objet peut être considéré comme analogue ou assimilable à ceux ci-dessus mentionnés.

Article 22.

Les États contractants qui n'auraient encore établi aucune législation pour la répression des actes de concurrence déloyale mentionnés dans ce chapitre appliqueront à ces actes les sanctions prévues dans leur législation sur les marques de fabrique ou par toute autre loi, et ordonneront la cessation de ces actes sur requête des parties lésées. L'auteur du préjudice causé sera également passible d'une condamnation en dommages intéréts pour les torts occasionnés.

CHAPITRE V.

RÉPRESSION DE FAUSSES INDICATIONS D'ORIGINE ET DE PROVENANCE GÉOGRAPHIQUE.

Article 23.

Toute indication d'origine ou provenance qui ne correspond pas exactement au lieu où l'article, le produit, ou la marchandise a été fabriqué, obtenu ou récolté sera considérée comme frauduleuse et illégale, et par conséquent prohibée.

Article 24.

Dans l'intention de cette Convention le lieu d'origine ou de provenance sera considéré comme indiqué lorsque le nom géographique d'une localité, d'une région, d'un pays ou d'une nation déterminée figure soit expressément et directement soit indirectement sur toute marque de fabrique, l'étiquette, couvercle, empaque-

modo expreso y directo, o indirectamente, siempre que dicho nombre geográfico sirva de base o raíz a las frases, palabras o expresiones que se empleen.

directly thereon, provided that said geographical name serves as a basis for or is the dominant element of the sentences, words or expressions used.

Artículo 25.

Use of geographical names to indicate origin.

Los nombres geográficos que indiquen origen o procedencia no son susceptibles de apropiación individual, pudiendo usarlos libremente para indicar el origen o procedencia de los productos o mercancías o su propio domicilio comercial, cualquier fabricante, industrial, comerciante o agricultor establecido en el lugar indicado o que comercie con los productos que se originen en éste.

Article 25.

Geographical names indicating geographical origin or source are not susceptible of individual appropriation, and may be freely used to indicate the origin or source of the products or merchandise or his commercial domicile, by any manufacturer, industrialist, merchant or agriculturist established in the place indicated or dealing in the products there originating.

Artículo 26.

Stamp to indicate true origin.

La indicación de origen o procedencia geográficos, fijada o estampada sobre un producto o mercancía, deberá corresponder exactamente al lugar en que dicho producto o mercancía ha sido fabricado, manufacturado o recolectado.

Article 26.

The indication of the place of geographical origin or source, affixed to or stamped upon the product or merchandise, must correspond exactly to the place in which the product or merchandise has been fabricated, manufactured or harvested.

Artículo 27.

Geographical terms in common use exempt.

Quedan exceptuadas de las disposiciones contenidas en los anteriores artículos aquellas denominaciones, frases o palabras que, constituyendo en todo o en parte términos geográficos, hayan pasado, por los usos constantes, universales y honrados del comercio, a formar el nombre o designación propias del artículo, producto o mercancía a que se apliquen, no estando comprendidas, sin embargo, en esta excepción las indicaciones regionales de origen de productos industriales o agrícolas cuya calidad y aprecio por parte del público consumidor dependa del lugar de producción u origen.

Article 27.

Names, phrases or words, constituting in whole or in part geographical terms which through constant, general and reputable use in commerce have come to form the name or designation itself of the article, product or merchandise to which they are applied, are exempt from the provisions of the preceding articles; this exception, however, does not include regional indications of origin of industrial or agricultural products the quality and reputation of which to the consuming public depend on the place of production or origin.

Exceptions.

Artículo 28.

Jurisdiction of state laws in actions against false designations.

A falta de disposiciones especiales que repriman las falsas indicaciones de origen o procedencia

Article 28.

In the absence of any special remedies insuring the repression of false indications of geograph-

coberta, acondicionamento ou envolucro, de qualquer artigo producto ou mercadoria, directa ou indirectamente sobre a mesma, com tanto que tal nome geographico sirva como base ou motivo dominante das phrases, palavras ou expressões empregadas.

Artigo 25.

Os nomes geographicos indicativos de origem ou procedencia geographica não são susceptiveis de apropriação individual, e podem ser livremente usados pelo fabricante, industrial, negociante ou agricultor estabelecido no logar indicado ou negociando com productos que ahí se originem para indicar a origem de productos ou mercadorias ou o seu domicilio.

Artigo 26.

A indicação do logar de origem, ou procedencia geographica, apenas ou carimbada sobre o artigo, producto ou mercadoria deve corresponder exactamente ao logar em que o referido artigo ou mercadoria tenha sido fabricado, manufacturado ou colhido.

Artigo 27.

Os nomes, phrases ou palavras, que constituam no todo ou em parte termos geographicos, que, mediante uso constante, universal, e honroso no commercio tenham chegado a formar o nome ou a propria designação do artigo, producto ou mercadoria ao qual se applicam, são isentos das disposições contidas nos artigos anteriores; esta excepção, entretanto, não inclue indicações regionaes de origem de productos industriaes ou agricolas cuja qualidade e reputação não dependam para o consumidor do logar de produção ou origem.

Artigo 28.

Na ausencia de quaesquer recursos especiaes que assegurem a repressão de falsas indicações de

tage, enveloppe, etc., de tout article, produit, ou de toute marchandise,—ou directement sur ceux-ci, pourvu que les dits noms géographiques servent de base ou d'élément dominant aux phrases, mots ou expressions employés.

Article 25.

Les noms géographiques indiquant l'origine ou la provenance géographique ne sont pas susceptibles d'appropriation individuelle; et peuvent être employés librement pour indiquer l'origine ou la provenance des produits ou marchandises, ou le domicile commercial de tout fabricant, industriel, commerçant ou agriculteur établi sur le lieu indiqué ou trafiquant de produits qui en sont originaires.

Article 26.

L'indication du lieu d'origine ou de provenance géographique attachée ou apposée sur l'article, produit ou marchandise doit correspondre exactement au lieu dans lequel le dit article ou marchandise a été fabriqué, manufacturé ou récolté.

Article 27.

Les noms, phrases ou mots constituant en tout ou en partie des termes géographiques qui par suite d'un usage constant général et connu qui en est fait dans le commerce en sont venus à constituer le nom ou la désignation même de l'article, produit ou marchandise auquel ils sont appliqués sont exempts des dispositions des articles précédents; cette exception toutefois n'inclut pas les indications de régions d'origine de produits industriels ou agricoles, dont la qualité et la valeur dépendent, aux yeux du public consommateur, du lieu de production ou d'origine.

Article 28.

Faute de dispositions spéciales qui assurent la répression de fausses indications d'origine ou

geográficos, se aplicarán a este fin las respectivas leyes sanitarias o las referentes a la protección marcaría en los Estados Contratantes.

ical origin or source, remedies provided by the domestic sanitary laws, laws dealing with misbranding and the laws relating to trade marks or trade names, shall be applicable in the Contracting States.

CAPÍTULO VI.

CHAPTER VI.

Remedies.

DE LAS SANCIONES

REMEDIES.

Artículo 29.

Article 29.

Articles infringing provisions of Convention forbidden.

Queda prohibido manufacturar, exportar, importar, distribuir, o vender artículos o productos que infrinjan directa o indirectamente alguna de las modalidades señaladas en esta Convención para la protección marcaría, la protección y defensa del nombre comercial, la represión de la competencia desleal, y la represión de las falsas indicaciones de origen o procedencia geográficas.

The manufacture, exportation, importation, distribution, or sale is forbidden of articles or products which directly or indirectly infringe any of the provisions of this Convention with respect to trade mark protection; protection and safeguard of commercial names; repression of unfair competition; and repression of false indications of geographical origin or source.

Artículo 30.

Article 30.

Action to be taken by State where offense committed.

Cualquier acto de los prohibidos por esta Convención será reprimido por las autoridades gubernativas, administrativas o judiciales competentes del Estado en que se cometa, por los medios y procedimientos legales que en dicho país rijan, ya de oficio, ya a petición de parte interesada, la que podrá ejercitar las acciones y derechos que las leyes le concedan para ser indemnizada de los daños y perjuicios recibidos, pudiendo ser decomisados, destruidos o inutilizados, según el caso, los artículos, productos o mercancías, o sus distintivos, que hayan sido objeto del acto de competencia desleal.

Any act prohibited by this Convention will be repressed by the competent administrative or judicial authorities of the government of the state in which the offense was committed, by the legal methods and procedure existing in said country, either by official action, or at the request of interested parties, who may avail themselves of the rights and remedies afforded by the laws to secure indemnification for the damage and loss suffered; the articles, products or merchandise or their marks, which are the instrumentality of the acts of unfair competition, shall be liable to seizure or destruction, or the offending markings obliterated, as the case may be.

Artículo 31.

Article 31.

Authority to prosecute.

Cualquier fabricante, industrial, comerciante o agricultor interesado en la producción, fabricación o comercio de las mercancías o

Any manufacturer, industrialist, merchant or agriculturist, interested in the production, manufacture, or trade in the merchan-

origem ou procedencia geographica, serão applicaveis nos Estados contractantes os recursos providos pelas leis sanitarias, as leis que tratem da marcação erronea e as leis relativas a marcas de fabrica ou nomes commerciaes.

de provenance géographique, les sanctions prévues par les lois sanitaires nationales ou les lois relatives aux marques de fabrique ou au nom commercial seront applicables dans les États contractants.

CAPITULO VI.

RECURSOS.

Artigo 29.

É prohibida a fabricação, exportação, importação, distribuição, ou venda dos artigos ou productos que directa ou indirectamente infringam qualquer das provisões desta Convenção no respeito á protecção de marcas de fabrica, protecção e salvaguarda de nomes commerciaes, repressão de concorrência desleal, e repressão de falsas indicações de origem ou procedencia geographica.

Artigo 30.

Qualquer acto prohibido por esta Convenção será reprimido pelas competentes autoridades judiciais do governo do paiz em que tenha sido commetida a offensa, pelos methodos e processos legais existentes no referido paiz, quer mediante actuação official quer a pedido das partes interessadas, que poderão se valer dos direitos e dos recursos proporcionados pelas leis, com o fim de obter indemnização pelo damno ou perda soffridos; os artigos, productos ou mercadorias ou as suas marcas que sejam a causa do acto de concorrência desleal, serão sujeitos a apprehensão ou serão obliteradas as marcações offensivas, conforme as exigencias do caso.

Artigo 31.

Qualquer fabricante, industrial, negociante ou agricultor interessado na producção, fabricação ou commercio de artigos affectados

CHAPITRE VI.

SANCTIONS.

Article 29.

Est prohibée:—la fabrication, l'exportation, l'importation, la distribution, ou la vente d'articles ou produits qui, directement ou indirectement, enfreignent l'une des dispositions de cette Convention en ce qui concerne la protection des marques de fabrique, la protection et la sauvegarde du nom commercial, la répression de la concurrence déloyale et la répression des fausses indications d'origine, ou de provenance géographique.

Article 30.

Tout acte prohibé par la présente Convention sera réprimé par les autorités administratives ou judiciaires compétentes de l'État dans lequel le délit fut commis, suivant les méthodes et la procédure légales en vigueur dans ce pays, soit d'office, soit à la requête des parties intéressées qui peuvent se prévaloir des droits et recours que les lois leur accordent pour obtenir indemnisation pour les dommages et pertes subis. Les articles, produits, marchandises ou leur marques qui auront fait l'objet de la concurrence déloyale seront susceptibles de saisie, de destruction ou d'être rendus inutilisables suivant le cas.

Article 31.

Tout fabricant, industriel, commerçant ou agriculteur intéressé dans la production, la fabrication ou le commerce des marchandises

artículos afectados por el acto o hecho prohibido, así como sus agentes, representantes o apoderados en cualquiera de los Estados Contratantes y los funcionarios consulares del Estado a que correspondan la localidad o región falsamente indicada cuando se trate de un caso de falsa indicación de origen o procedencia geográficos, tendrán personalidad legal suficiente para ejercitar las acciones y recursos correspondientes y continuarlos por todos sus trámites ante las autoridades administrativas y tribunales de justicia de los Estados Contratantes.

Igual personalidad tendrán las comisiones o instituciones oficiales y los sindicatos o asociaciones que representen a la industria, a la agricultura o al comercio, legalmente establecidas para la defensa de los procedimientos honrados y leales.

CAPÍTULO VII.

General provisions.

DISPOSICIONES COMUNES

Artículo 32.

Jurisdiction.

Las autoridades administrativas y los tribunales de justicia de cada Estado Contratante son los únicos competentes para resolver los expedientes administrativos y los juicios contencioso-administrativos, civiles o criminales que se incoaren con motivo de la aplicación de las leyes nacionales.

Las dudas que se suscitaren acerca de la interpretación o aplicación de los preceptos de esta Convención serán resueltas por los tribunales de justicia de cada Estado y sólo en el caso de denegación de justicia serán sometidas a arbitraje.

Artículo 33.

Cada uno de los Estados Contratantes en que no exista, se compromete a establecer un servicio para la protección marcaría y la represión de la competencia desleal y de las falsas indicaciones de origen o procedencia geográfica

Protective service in each State to be established.

Duties.

or articles affected by any prohibited act or deed, as well as his agents or representatives in any of the Contracting States and the consular officers of the state to which the locality or region falsely indicated as the place to which belongs the geographical origin or source, shall have sufficient legal authority to take and prosecute the necessary actions and proceedings before the administrative authorities and the courts of the Contracting States.

The same authority shall be enjoyed by official commissions or institutions and by syndicates or associations which represent the interests of industry, agriculture or commerce and which have been legally established for the defense of honest and fair trade methods.

CHAPTER VII.

GENERAL PROVISIONS

Article 32.

The administrative authorities and the courts shall have sole jurisdiction over administrative proceedings and administrative judgments, civil or criminal, arising in matters relating to the application of the national law.

Any differences which may arise with respect to the interpretation or application of the principles of this Convention shall be settled by the courts of justice of each State, and only in case of the denial of justice shall they be submitted to arbitration.

Article 33.

Each of the Contracting States, in which it does not yet exist, hereby agrees to establish a protective service, for the suppression of unfair competition and false indication of geographic origin or source, and to publish

por qualquer acção ou acto prohibido, assim como os seus agentes ou representantes em qualquer dos Estados Contractantes e os funcionarios consulares do Estado ao qual pertencer a localidade ou região falsamente indicada como logar de origem, ou procedencia geographica, terão autoridade legal sufficiente para instituir e proseguir as necessarias acções e processos perante as autoridades administrativas e os tribunaes de justiça dos Estados Contractantes.

ou articles affectés par tout acte ou fait prohibé, aussi bien que ses agents ou représentants dans l'un des États contractants, ainsi que les agents consulaires de l'État auquel appartient la localité ou région faussement indiquée comme lieu d'origine ou de provenance auront pouvoir légal suffisant pour entreprendre toute action et poursuites consécutives par devant les autorités administratives et les tribunaux des États contractants.

Egual autoridade terão as comissões ou instituições officiaes e os syndicatos ou associações que representem os interesses da industria, agricultura ou commercio, e que tenham sido legalmente organizados para a defesa de methodos de negocio honestos e leaes.

Le même pouvoir appartiendra aux commissions ou institutions officielles, ainsi qu'aux syndicats ou associations qui représentent les intérêts de l'industrie, l'agriculture ou le commerce et qui sont légalement établis pour la défense des procédés honorables et honnêtes.

CAPITULO VII.

DISPOSIÇÕES GERAES.

Artigo 32.

As autoridades administrativas e os tribunaes terão jurisdicção privativa sobre os processos administrativos e julgamentos administrativos, civis ou criminaes, oriundos de materias relativas á applicação da lei nacional.

Quaesquer differenças que possam surgir com respeito á interpretação ou applicação dos principios desta Convenção, serão solucionados pelos tribunaes de justiça de cada Estado, e somente no caso de denegação de justiça serão submettidas a arbitragem.

Artigo 33.

Cada um dos Estados Contractantes em que ainda não existir, ora se compromette a estabelecer um serviço protectivo para a suppressão da concurrencia desleal e falsas indicações de origem e procedencia geographica e a

CHAPITRE VII.

DISPOSITIONS GÉNÉRALES.

Article 32.

Les autorités administratives et les tribunaux de chaque État contractant auront seule juridiction en matière de procédure administrative et de jugements administratifs, civils ou criminels concernant l'application de la loi nationale.

Tous différends pouvant s'élever quant à l'interprétation ou de l'application des principes de cette Convention seront réglés par les tribunaux de chaque État, et seulement en cas de déni de justice seront soumis à l'arbitrage.

Article 33.

Chacun des États contractants dans lequel il n'existe pas encore, s'engage à établir un service de protection pour la suppression de la concurrence déloyale et des fausses indications d'origine ou de provenance géographique et

ficos, debiendo publicar en el periódico oficial del Gobierno, o en otra forma periódica, las marcas solicitadas y concedidas y las decisiones administrativas recaídas en esta materia.

for opposition in the official publication of the government, or in some other periodical, the trade marks solicited and granted as well as the administrative decisions made in the matter.

Artículo 34.

Article 34.

Convention subject to periodic revisions.

La presente Convención será susceptible de revisiones periódicas con objeto de introducir en ella las mejoras que la experiencia indique, aprovechándose de la oportunidad de la celebración de las conferencias internacionales americanas, recomendándose que cada país envíe en su delegación expertos en materias marcarias para que puedan realizar un trabajo efectivo.

The present Convention shall be subject to periodic revision with the object of introducing therein such improvements as experience may indicate, taking advantage of any international conferences held by the American States, to which each country shall send a delegation in which it is recommended that there be included experts in the subject of trade marks, in order that effective results may be achieved.

Conferences provided for.

Preparation of business.

La administración del Estado donde deba celebrarse la Conferencia preparará sus trabajos con la ayuda de la Unión Panamericana y de la Oficina Interamericana de Marcas.

The national administration of the country in which such conferences are held shall prepare, with the assistance of the Pan American Union and the Inter-American Trade Mark Bureau, the work of the respective conference.

Attendance of Director of Inter-American Trade Mark Bureau.

El director de la Oficina Interamericana podrá asistir a las sesiones de la conferencia y tomará parte en las discusiones con voz, pero sin voto.

The Director of the Inter-American Trade Mark Bureau may attend the sessions of such conferences and may take part in the discussions, but shall have no vote.

Artículo 35.

Article 35.

Ratifications.

Las estipulaciones contenidas en esta Convención tendrán fuerza de ley en aquellos Estados en que los tratados internacionales tienen ese carácter tan pronto como son ratificados por sus órganos constitucionales.

The provisions of this Convention shall have the force of law in those States in which international treaties possess that character, as soon as they are ratified by their constitutional organs.

Los Estados Contratantes en que el cumplimiento de los pactos internacionales esté subordinado a la promulgación de leyes concomitantes, al aceptar en principio esta Convención se obligan a solicitar de sus órganos legislativos la adopción, en el más breve plazo posible, de la legislación que sea necesaria para ponerla en vigor, de acuerdo con sus prescripciones constitucionales.

The Contracting States in which the fulfillment of international agreements is dependent upon the enactment of appropriate laws, on accepting in principle this Convention, agree to request of their legislative bodies the enactment of the necessary legislation in the shortest possible period of time and in accordance with their constitutional provisions.

publicar para fins de opposição nas publicações officiaes de Governo, ou em outro periodico, a marca de fabrica solicitada e outorgada assim como as decisões administrativas tomadas sobre a materia.

Artigo 34.

A presente convenção será sujeito a revisão periodica com o fim de nella se introduzirem os melhoramentos que a experiencia possa indicar, com aproveitamento de quaesquer das conferencias internacionaes realizadas pelos Estados Americanos, ao qual cada nação enviará uma delegação na qual se recommenda sejam incluídos peritos na materia da marcas de fabrica, a fim de que sejam alcançados resultados effectivos.

A administração nacional do paiz em que se realizarem taes conferencias preparará, com o auxilio da União Pan-Americana e a Secretaria Inter-Americana de Marcas de Fabrica, o trabalho da respectiva conferencia.

O Director da Secretaria Inter-Americana poderá assistir ás sessões de taes conferencias e poderá tomar parte nas discussões, porém não terá voto.

Artigo 35.

As disposições desta Convenção terão força de lei em todos os Estados em que os tratados internacionaes possuam tal caracter, desde o momento em que forem ratificadas pelos seus órgãos constitucionaes.

Os Estados Contractantes em que o cumprimento de accordos internacionaes depender da decretação de leis apropriadas ou da aceitação em principio desta convenção concordam em solicitar dos seus órgãos legislativos a decretação da necessaria legislação no mais breve periodo de tempo possivel e de accordo com as suas disposições constitucionaes.

à insérer, dans les publications officielles du Gouvernement ou dans tout autre périodique, les marques de fabrique soumises et agréées, aussi bien que les décisions administratives rendues en la matière.

Article 34.

La présente Convention sera sujette à une révision périodique dans le but d'y introduire telles améliorations que l'expérience peut indiquer, profitant de toutes conférences internationales tenues par les États américains, auxquelles chaque pays enverra une délégation dans laquelle il est recommandé de faire entrer des spécialistes en matière de marques de fabrique, à l'effet d'aboutir à des résultats effectifs.

L'Administration nationale du pays dans lequel se tiendront ces conférences préparera, avec l'assistance de l'Union Panaméricaine et du Bureau Interaméricain des Marques de Fabrique, le travail de la conférence.

Le directeur du Bureau Interaméricain pourra assister aux réunions de ces conférences et prendre part aux discussions, mais il n'y aura pas droit de vote.

Article 35.

Les dispositions de cette Convention auront force de loi dans les États où les traités internationaux ont ce caractère, aussitôt qu'ils ont été ratifiés par leurs organes constitutionnels.

Les États contractants dans lesquels la mise en vigueur d'accords internationaux dépend de la promulgation de lois appropriées, conviennent, par l'acceptation en principe de cette Convention, à requérir de leurs corps législatifs l'adoption de la législation nécessaire dans le plus court délai possible d'accord avec leurs prescriptions constitutionnelles.

Artículo 36.

Former Conventions
to be superseded.

Vol. 39, p. 1675; Vol.
44, p. 2494.

Los Estados Contratantes convienen en que, tan pronto como esta Convención entre en vigor, las Convenciones sobre Marcas de Fábrica de 1910 y 1923 quedarán automáticamente sin efecto alguno, pero cualesquiera derechos que de acuerdo con sus estipulaciones se hayan adquirido o puedan adquirirse hasta la fecha en que entre en vigor esta Convención, continuarán siendo válidos hasta que expiren.

Artículo 37.

Exchange of ratifica-
tions.

La presente Convención será ratificada por los Estados Contratantes de acuerdo con sus procedimientos constitucionales.

Deposited with Pan
American Union.

La Convención original y los instrumentos de ratificación serán depositados en la Unión Panamericana, la que enviará copia certificada del primero y comunicará aviso del recibo de dichas ratificaciones a los Gobiernos de los Estados Contratantes, entrando la Convención en vigor entre los Estados Contratantes en el orden en que vayan depositando sus ratificaciones.

Communication to
signatory Govern-
ments.

Effective date.

Esta Convención regirá indefinidamente, pero podrá ser denunciada mediante aviso anticipado de un año, transcurrido el cual, cesará en sus efectos para el Estado denunciante, quedando subsistente para los demás contratantes. La denuncia será dirigida a la Unión Panamericana, la que transmitirá aviso de su recibo a los Gobiernos de todos los demás Estados.

Duration.

Withdrawals.

Adhesions.

Los Estados Americanos que no hayan suscrito esta Convención podrán adherirse a ella, enviando el instrumento oficial en que se consigne esta adhesión a la Unión Panamericana, la que notificará aviso de su recibo a los Gobiernos de los demás Estados Contratantes en la forma antes expresada.

Article 36.

The Contracting States agree that, as soon as this Convention becomes effective, the Trade Mark Conventions of 1910 and 1923 shall automatically cease to have effect; but any rights which have been acquired, or which may be acquired thereunder, up to the time of the coming into effect of this Convention, shall continue to be valid until their due expiration.

Article 37.

The present Convention shall be ratified by the Contracting States in conformity with their respective constitutional procedures.

The original Convention and the instruments of ratification shall be deposited with the Pan American Union which shall transmit certified copies of the former and shall communicate notice of such ratifications to the other signatory Governments, and the Convention shall enter into effect for the Contracting States in the order that they deposit their ratifications.

This Convention shall remain in force indefinitely, but it may be denounced by means of notice given one year in advance, at the expiration of which it shall cease to be in force as regards the Party denouncing the same, but shall remain in force as regards the other States. All denunciations shall be sent to the Pan American Union which will thereupon transmit notice thereof to the other Contracting States.

The American States which have not subscribed to this Convention may adhere thereto by sending the respective official instrument to the Pan American Union which, in turn, will notify the governments of the remaining Contracting States in the manner previously indicated.

Artigo 36.

Os Estados Contractantes concordam em que logo que esta convenção entre em vigor, a Convenção de Marcas de Fabrica de 1910 e 1923 cessarão automaticamente de vigorar, porém quaesquer direitos que tenham sido adquiridos, ou que venham a ser adquiridos de accordo com as mesmas até o momento de entrar em vigor esta convenção continuarão a ser validos até a sua devida expiração.

Artigo 37.

A presente Convenção será ratificada pelas Altas Partes Contractantes na conformidade dos seus respectivos processos constitucionaes.

A Convenção original e os instrumentos de ratificação serão depositados na União Pan-Americana, que transmittirá copias certificadas da primeira e comunicará a notificação das referidas ratificações aos outros Governos Signatarios, e a convenção entrará em vigor para as Atlas Partes Contractantes na ordem em que depositarem as suas ratificações.

Esta Convenção permanecerá em vigor indefinidamente, porém poderá ser denunciada por meio de notificação dada com um anno de antecedencia, á expiração do qual cessará de vigorar no que diz respeito á Parte denunciante, mas continuará a vigorar no que diz respeito aos outros Estados Contractantes. Toda a denuncia será enviada á União Pan-Americana que em seguida a transmittirá aos outros Estados Contractantes.

Os Estados Americanos que não tenham assignado esta Convenção poderão adherir a mesma enviando o respectivo instrumento official á União Pan-Americana, que, por sua vez, notificará em seguida aos Governos dos outros Estados Contractantes na maneira previamente indicada.

Article 36.

Les États contractants viennent qu'aussitôt que cette Convention deviendra effective, les Conventions sur les marques de fabrique de 1910 et 1923 cesseront automatiquement d'être en vigueur, mais tous droits qui ont été acquis ou qui peuvent être acquis aux termes de celles-ci jusqu'à l'entrée en vigueur de la présente Convention continueront à être valides jusqu'à leur expiration.

Article 37.

La présente Convention sera ratifiée par les Hautes Parties contractantes conformément à leurs procédures constitutionnelles respectives.

La Convention originale et les instruments de ratification seront déposés à l'Union Panaméricaine qui en transmettra des copies certifiées et notifiera les ratifications reçues aux gouvernements signataires. La Convention entrera en vigueur pour les Hauts États contractants dans l'ordre dans lequel ils auront déposé leurs ratifications.

La présente Convention restera en vigueur indéfiniment; mais elle peut être dénoncée au moyen d'un avis donné une année d'avance, à l'expiration de laquelle elle cessera d'avoir force pour la Partie qui l'aura dénoncée; mais elle restera en vigueur en ce qui concerne les autres États contractants. Toutes les dénonciations seront adressées à l'Union Panaméricaine qui en donnera aussitôt avis aux autres États Contractants.

Les États américains qui n'ont pas signé la présente Convention peuvent y adhérer en envoyant l'instrument officiel qui constate cette adhésion à l'Union Panaméricaine qui, à son tour, en donnera avis aux Gouvernements des autres États contractants de la manière précédemment indiquée.

Signatures.

En testimonio de lo cual, los delegados arriba nombrados firman la presente Convención en español, inglés, portugués y francés y estampan sus respectivos sellos.

Hecha en la ciudad de Washington, a los veinte días del mes de febrero de mil novecientos veintinueve.

In witness whereof the above named delegates have signed this Convention in English, Spanish, Portuguese and French, and thereto have affixed their respective seals.

Done in the City of Washington, on the twentieth day of February in the year one thousand nine hundred and twenty-nine.

[SEAL] A. GONZÁLEZ PRADA.

[SEAL] EMETERIO CANO DE LA VEGA.

[SEAL] JUAN VICENTE RAMÍREZ.

[SEAL] GONZALO ZALDUMBIDE.

[SEAL] VARELA.

[SEAL] FRANCISCO DE MOYA.

[SEAL] OSCAR BLANCO VIEL.

Subscribed conditionally.

Subscribo la presente Convención en cuanto sus disposiciones no sean contrarias a la legislación nacional de mi país, haciendo reserva expresa de las disposiciones de esta Convención sobre las cuales no hay legislación en Chile.

[SEAL] R. J. ALFARO.

[SEAL] JUAN B. CHEVALIER.

[SEAL] P. R. RINCONES.

Em testemunho do que os delegados acima designados assignam esta Convenção em portuguez, inglez, hespanhol, e francez, e appõem á mesma os seus respectivos sellos.

Dada na Cidade de Washington aos vinte dias do mez de fevereiro do anno mil e nove centos e vinte e nove.

En foi de quoi, les délégués sus-nommés ont signé la présente Convention en français, en espagnol, en anglais et en portugais et y ont apposé leurs sceaux respectifs.

Fait en la ville de Washington, le vingtième jour du mois de février de l'an mil neuf cent vingt-neuf.

[SEAL] MANUEL CASTRO QUESADA.
[SEAL] F. E. PIZA.

[SEAL] GUSTAVO GUTIÉRREZ.
[SEAL] A. L. BUFILL.

[SEAL] ADRIÁN RECINOS.

[SEAL] RAMIRO FERNÁNDEZ.

[SEAL] RAOUL LIZAIRE.

[SEAL] PABLO GARCÍA DE LA PARRA.

[SEAL] CARLOS DELGADO DE CARVALHO.

[SEAL] F. SUÁSTEGUI.

[SEAL] VICENTE VITA.

[SEAL] CARLOS IZAGUIRRE V.

[SEAL] EDWARD S. ROGERS.
[SEAL] THOMAS E. ROBERTSON.
[SEAL] FRANCIS WHITE.

Protocol to Convention.

PROTOCOLO SOBRE EL REGISTRO INTERAMERICANO DE MARCAS DE FÁBRICA

PROTOCOL ON THE INTER-AMERICAN REGISTRATION OF TRADE MARKS.

Contracting Powers.

POR CUANTO: los Gobiernos de Perú, Bolivia, Paraguay, Ecuador, Uruguay, República Dominicana, Chile, Panamá, Venezuela, Costa Rica, Cuba, Guatemala, Haití, Colombia, Brasil, México, Nicaragua, Honduras y Estados Unidos de América, han firmado hoy en Washington por medio de sus respectivos delegados una Convención General Interamericana de Protección Marcaria y Comercial;

WHEREAS, The Governments of Peru, Bolivia, Paraguay, Ecuador, Uruguay, Dominican Republic, Chile, Panama, Venezuela, Costa Rica, Cuba, Guatemala, Haiti, Colombia, Brazil, Mexico, Nicaragua, Honduras and the United States of America have this day signed at Washington through their respective delegates a General Inter-American Convention for Trade Mark and Commercial Protection;

POR CUANTO: se considera conveniente el mantenimiento de una agencia internacional americana que facilite a los fabricantes, industriales, comerciantes o agricultores el goce de la protección marcaria y comercial que dicha Convención les otorga, y que sirva, además, de centro de información, coadyuvando al cumplimiento y mejoramiento de las disposiciones contenidas en ella;

WHEREAS, the maintenance of an international American agency is considered desirable that manufacturers, industrialists, merchants and agriculturists may enjoy the trade mark and commercial protection which that Convention grants them, and that it may serve as a center of information, and cooperate in the fulfillment and improvement of the provisions of the Convention;

POR CUANTO: la adopción por separado de una convención general de carácter sustantivo y de un protocolo como éste, puede facilitar la ratificación de los Estados Contratantes y la adhesión de las Repúblicas Americanas que no han tomado parte en las negociaciones, toda vez que la aceptación de la Convención no lleva implícita la de este instrumento,

WHEREAS, the adoption of a general convention and a protocol may facilitate ratification among the Contracting States and adherence among the American Republics which have not taken part in the negotiations, since acceptance of the Convention does not imply acceptance of this instrument,

Los Gobiernos arriba mencionados han convenido lo siguiente:

The above mentioned governments have agreed as follows:

Artículo 1.

Article 1.

Registration of marks in the Inter-American Trade Mark Bureau.

Las personas naturales o jurídicas domiciliadas o que posean un establecimiento fabril o comercial o una explotación agrícola en cualquiera de los Estados que hayan ratificado o se hayan adherido al presente Protocolo podrán obtener la protección de sus marcas mediante el registro de las mismas en la Oficina Interamericana de Marcas.

Natural or juridical persons domiciled in or those who possess a manufacturing or commercial establishment or an agricultural enterprise in any of the States that may have ratified or adhered to the present Protocol, may obtain the protection of their trade marks through the registration of such marks in the Inter-American Trade Mark Bureau.

PROTOCOLLO SOBRE O REGISTRO INTER-AMERICANO DE MARCAS DE FABRICA

CONSIDERANDO QUE OS GOVERNOS de Perú, Bolivia, Paraguay, Equador, Uruguay, Republica Dominicana, Chile, Panamá, Venezuela, Costa Rica, Cuba, Guatemala, Haiti, Colombia, Brasil, Mexico, Nicaragua, Honduras e dos Estados Unidos da America assignaram hoje em Washington por intermedio dos seus respectivos delegados uma Convenção inter-Americana Geral para a Protecção de Marcas de Fabrica e Protecção Commercial;

CONSIDERANDO QUE se julga conveniente a manutenção de uma agencia internacional americana afim de que os fabricantes, industrias, negociantes e agricultores gozem da protecção de marcas de fabrica e nomes commerciaes que esta Convenção lhes outorga, e para que sirva de centro de informação, e coopere no cumprimento e melhoramento das disposições da Convenção;

CONSIDERANDO QUE a adopção de uma convenção geral e um protocollo poderão facilitar a ratificação pelos Estados Contractantes e a adhesão das Republicas Americanas que ainda não tenham tomado parte nas negociações, já que a aceitação da convenção não suppõe aceitação deste instrumento,

Os Governos acima mencionados concordaram no seguinte:

Artigo 1.

Pessoas naturaes ou juridicas domiciliadas que possuam um estabelecimento fabril ou commercial ou uma empresa agricola em qualquer dos Estados que tenham ratificado ou adherido ao presente Protocollo, poderão obter a protecção de suas marcas de fabrica mediante o registro das mesmas na Secretaria Inter-Americana de Marcas de Fabrica.

PROTOCOLE SUR L'ENREGISTREMENT INTERAMERICAIN DES MARQUES DE FABRIQUE

ATTENDU que les Gouvernements du Pérou, Bolivie, Paraguay, Équateur, Uruguay, République Dominicaine, Chili, Panama, Venezuela, Costa Rica, Cuba, Guatémala, Haïti, Colombie, Brésil, Mexique, Nicaragua, Honduras, et des États-Unis ont signé ce jour à Washington, par l'intermédiaire de leurs Délégués respectifs une Convention Générale Interaméricaine pour la Protection des Marques de Fabrique et du Nom Commercial;

ATTENDU que le maintien d'une agence américaine internationale est considéré comme désirable afin que les fabricants, industriels, commerçants et agriculteurs puissent jouir de la protection de leurs marques de fabrique et de commerce que cette Convention leur assure, et afin qu'elle serve de centre d'information et coopère à l'observance et à l'amélioration des dispositions de la Convention;

ATTENDU que l'adoption d'une Convention générale et d'un protocole peut faciliter la ratification par les États contractants et l'adhésion des Républiques américaines qui n'ont pas pris part aux négociations, puisque l'acceptation de la Convention n'implique pas acceptation de cet instrument,

Les Gouvernements ci-dessus nommés ont convenu de ce qui suit:

Article 1.

Les personnes naturelles ou juridiques domiciliées dans un des États ayant ratifié le présent Protocole ou y ayant adhéré, ou celles qui possèdent un établissement manufacturier ou commercial ou une entreprise agricole dans l'un de ces États peuvent obtenir l'enregistrement de leurs marques de fabrique moyennant l'enregistrement de ces marques au Bureau Interaméricain des Marques de Fabrique.

Artículo 2.

Registration of mark in signatory States.

El titular de una marca registrada o depositada en uno de los Estados Contratantes que desee registrarla en los demás Estados Contratantes, deberá presentar una solicitud a tal efecto en la Oficina respectiva del país de registro original, cuya oficina la cursará a la Oficina Interamericana de Marcas cumpliendo las reglas dispuestas en el Reglamento, y a cuya solicitud acompañará un giro postal o de un banco de crédito reconocido, por un total de \$50.00 como derechos de la Oficina Interamericana de Marcas, más el importe de los derechos que señale la ley nacional de cada uno de los países en que desea obtener protección para su marca.

Application for, to be transmitted to Inter-American Trade Mark Bureau.

Fee.

Article 2.

The owner of a mark registered or deposited in one of the Contracting States who desires to register it in any of the other Contracting States, shall file an application to this effect in the office of the country of original registration which office shall transmit it to the Inter-American Trade Mark Bureau, complying with the Regulations. A postal money order or draft on a bank of recognized standing, in the amount of \$50.00, as a fee for the Inter-American Trade Mark Bureau, plus the amount of the fees required by the national law of each of the countries in which he desires to obtain protection for his mark, shall accompany such application.

Artículo 3.

Transmission of certificate by Bureau to State designated.

Inmediatamente después de recibida la solicitud de registro de una marca y de encontrar que llena los requisitos del caso, la Oficina Interamericana de Marcas expedirá un certificado del registro en la oficina y transmitirá por correo en sobre certificado copias de la misma acompañadas de un giro por la cantidad correspondiente a las Oficinas respectivas de los Estados en que se desee la protección. En el caso de nuevas adhesiones o ratificaciones de Estados después de registrada una marca, la Oficina Interamericana avisará a los propietarios de marcas registradas por su conducto, dichas adhesiones o ratificaciones por medio de la Oficina respectiva de su país, informándoles del derecho que tienen de registrar sus marcas en los nuevos Estados adherentes o ratificantes, cuyo registro se efectuará en la forma antes expresada.

Notice to subsequent adhering States.

Article 3.

Immediately on receipt of the application for the registration of a mark, and on determining that it fulfills all the requirements, the Inter-American Trade Mark Bureau shall issue a certificate and shall transmit by registered mail copies of the same accompanied by a money order for the amount required by the respective Offices of the States in which protection is desired. In the case of adhesions or ratifications of additional states after the registration of a mark, the Inter-American Bureau shall, through the respective offices of their countries, inform the proprietors of marks registered through the Bureau, of said adhesions or ratifications, informing them of the right that they have to register their marks in the new adhering or ratifying States, in which registration shall be effected in the manner above mentioned.

Artículo 4.

Procedure on receipt of registration application.

Cada uno de los Estados Contratantes por conducto de su Oficina de Marcas, acusará im-

Article 4.

Each of the Contracting States, through its Trade Mark Office, shall immediately acknowledge

Artigo 2.

O proprietario de uma marca registrada ou depositada em um dos Estados Contractantes que desejar registrar-a nos outros Estados Contractantes, fará um pedido nesse sentido á respectiva repartição do paiz de registro original cuja repartição a transmittirá á Secretaria Inter-Americana de Marcas de Fabrica, cumprindo com o Regulamento. Esse pedido será acompanhado de um vale postal ou letra sobre um banco de reconhecida reputação, no valor de \$50.00, como emolumento da Secretaria Inter-Americana de Marcas de Fabrica, mais a importancia das taxas exigidas pela lei nacional de cada um dos paizes em que elle desejar obter protecção para a sua marca.

Artigo 3.

Immediatamente depois de receber um pedido de registro de uma marca, e de determinar que tal pedido satisfaz todas as exigencias, a Secretaria Inter-Americana de Marcas de Fabrica expedirá um certificado e transmittirá por correio registrado copias da mesma acompanhadas de um vale postal para a quantia exigida pelas respectivas Repartições dos Estados em que se deseja protecção. No caso de adhesões ou ratificações de Estados addicionaes após registro da marca, a Secretaria Inter-Americana, por intermedio da respectiva repartição do seu paiz, informará os proprietarios das marcas registradas na Secretaria, das ditas adhesões ou ratificações, notificando-os do direito que lhes assiste de registrar as suas marcas nos novos Estados adherentes ou ratificantes, nos quaes o registro deverá ser effectuado da maneira acima referida.

Artigo 4.

Cada um dos Estados Contractantes, por intermedio de sua Repartição de Marcas de Fabri-

Article 2.

Le propriétaire d'une marque enregistrée et déposée dans l'un des États contractants qui désire la faire enregistrer dans tout autre des États contractants adressera une demande à cet effet au bureau intéressé du pays de l'enregistrement original, laquelle transmettra au Bureau Interaméricain des Marques de Fabrique, conformément aux Règlements. Un mandat poste ou un chèque sur une banque de crédit connue pour la somme de \$50.00 à titre de taxe en faveur du Bureau Interaméricain des Marques de Fabrique, plus le montant des droits requis par la législation nationale de chacun des pays dans lesquels il désire obtenir protection pour sa marque, sera joint à cette demande.

Article 3.

Aussitôt reçue la demande d'enregistrement d'une marque et aussitôt après constatation qu'elle remplit les conditions requises, le Bureau Interaméricain des Marques de Fabrique émettra un certificat interaméricain d'enregistrement et transmettra par pli recommandé des copies de celle-ci accompagnées d'une traite pour le montant requis par les Bureaux respectifs des États dans lesquels la protection est désirée. En cas d'adhésions ou ratifications d'États nouveaux postérieurement à l'enregistrement d'une marque, le Bureau Interaméricain par la voie des services respectifs de leur pays avisera les propriétaires de marques enregistrées par ce Bureau des dites adhesions ou ratifications; les informant de leur droit de faire enregistrer leurs marques dans les nouveaux États adherents ou ayant ratifié le présent Protocole, dans lesquels l'enregistrement sera effectué de la manière plus haut mentionnée.

Article 4.

Chacun des États contractants, par la voie de son Bureau des Marques de Fabrique, ac-

mediatamente el recibo de la solicitud de registro de cada Marca a la Oficina Interamericana, y procederá a tramitar el expediente con toda la prontitud posible publicándola por cuenta del solicitante en los periódicos oficiales de costumbre, y oportunamente notificará a la Oficina Interamericana la resolución que haya dictado de acuerdo con su legislación interna y las estipulaciones de esta Convención.

En el caso de que sea otorgada la protección a la marca solicitada, expedirá un certificado de registro haciendo constar la vida legal del registro, el cual certificado será otorgado con las mismas formalidades que los nacionales y surtirá los mismos efectos en cuanto a la propiedad de la marca. Este certificado de registro se enviará a la Oficina Interamericana de Marcas, quien lo remitirá al propietario por conducto de la Oficina respectiva del país de origen.

Si dentro de un plazo de siete meses de haber sido recibida por un Estado Contratante la solicitud de protección de una marca remitida por la Oficina Interamericana de Marcas, la administración de ese Estado no ha comunicado a dicha Oficina la denegación de protección fundada en los preceptos de su legislación interna o de la Convención General Interamericana de Protección Marcaria y Comercial, se considerará registrada dicha marca, y la Oficina Interamericana lo hará saber así al solicitante por conducto del país de origen expidiendo un certificado especial que tendrá la misma fuerza y valor legal de un certificado nacional.

to the Inter-American Bureau, the receipt of the application for registration of each mark, and shall proceed to carry through the proceedings with every possible dispatch, directing that the application be published at the expense of the applicant in the usual official papers, and at the proper time shall notify the Inter-American Bureau of the action that it may have taken in accordance with its internal legislation and the provisions of this Convention.

In case protection is granted to the mark, it shall issue a certificate of registration in which shall be indicated the legal period of registration; which certificate shall be issued with the same formalities as national certificates and shall have the same effect in so far as ownership of the mark is concerned. This certificate of registration shall be sent to the Inter-American Trade Mark Bureau, which shall transmit it to the proprietor of the mark through the proper office of the country of origin.

If, within seven months after the receipt by a Contracting State of an application for the protection of a trade mark transmitted by the Inter-American Trade Mark Bureau, the administration of such State does not communicate to the Bureau notice of refusal of protection based on the provisions of its domestic legislation or on the provisions of the General Inter-American Convention for Trade Mark and Commercial Protection such mark shall be considered as registered and the Inter-American Trade Mark Bureau shall so communicate to the applicant through the country of origin, and shall issue a special certificate which shall have the same force and legal value as a national certificate.

In case protection of a mark is refused in accordance with the provisions of the internal legislation of a State or of the General Inter-American Convention for Trade Mark and Commercial

Presumption of registration.

Certificate to applicant.

In event of refusal.

En el caso de que la protección de una marca sea denegada de acuerdo con los preceptos de la legislación de cada Estado o de la Convención General Interamericana de Protección Marcaria y

ca, notificará imediatamente á Secretaria de Marcas de Fabrica do recebimento de cada pedido de registro e procederá a ultimar os devidos processos com a maior brevidade possível, fazendo publicar o pedido ás expensas do requerente nas usuaes publicações officiaes, e em tempo opportuno notificará a Secretaria Inter-Americana da decisão a que tiver chegado de accordo com a sua legislação interna e as disposições desta Convenção.

No caso de ser outorgada protecção á marca, expedirá um certificado de registro no qual será indicado o periodo legal de registro inter-americano; o qual certificado será expedido com as mesmas formalidades que os certificados nacionaes e terá o mesmo effeito no que diz respeito á posse da marca. Este certificado de registro será enviado á Secretaria Inter-Americana de Marcas de Fabrica, que o remetterá ao proprietario da marca por intermedio da competente repartição do paiz de origem.

Se, dentro de sete mezes após recebimento por um Estado Contractante de um pedido de protecção para uma marca de fabrica transmittido pela Secretaria Inter-Americana de Marcas de Fabrica, a administração do referido Estado não communicar á dita Secretaria a notificação da recusa da protecção baseada nas disposições de sua legislação interna ou nas disposições da Convenção Geral Inter-Americana para a Protecção de Marcas de Fabrica e Protecção Commercial, a referida marca será considerada como registrada e a Secretaria Inter-Americana informará nesse sentido ao requerente por intermedio do paiz de origem, e expedirá um certificado especial que terá a mesma força e valor legal que um certificado nacional.

No caso de ser negada protecção a uma marca de accordo com as disposições da legislação interna de um Estado ou da Convenção Geral Inter-Americana para a Protecção de Marcas de Fabrica

cusera immédiatement réception au Bureau Interaméricain de la demande d'enregistrement de chaque marque et procédera à l'expédition des formalités le plus rapidement possible; fera insérer la demande dans les publications officielles usuelles et avisera en temps utile le Bureau interaméricain de la décision prise conformément à la législation nationale et aux dispositions de cette Convention.

Au cas où la protection est accordée à la marque l'État émettra un certificat d'enregistrement dans lequel sera indiqué la durée légale d'enregistrement. Ce certificat sera émit dans les mêmes formes que les certificats nationaux et en aura le même effet en ce qui concerne la propriété de la marque. Ce certificat d'enregistrement sera adressé au Bureau Interaméricain des Marques de Fabriques qui le transmettra au propriétaire de la marque par la voie du Bureau appropriée du pays d'origine.

Si sept mois après la réception par un État contractant d'une demande pour la protection de marque de fabrique transmise par le Bureau Interaméricain des Marques de Fabrique l'Administration du dit État n'a pas fait parvenir à ce Bureau un avis de refus de protection basé sur les prescriptions de sa législation nationale ou sur les dispositions de la Convention Générale Inter-américaine pour la Protection des Marques de Fabrique et du Nom Commercial, la dite marque sera considérée comme enregistrée et le Bureau Interaméricain en informera le requérant par l'intermédiaire du Bureau du pays d'origine, et émettra un certificat spécial qui aura la même force et valeur légale qu'un certificat national.

Dans le cas où la protection d'une marque est refusée conformément aux dispositions de la législation nationale de l'État ou de la Convention Générale Inter-américaine pour la Protection

Comercial, el solicitante podrá hacer uso de los mismos recursos que las leyes respectivas conceden a los ciudadanos del Estado que dictó la negativa de protección, y los términos que para el ejercicio de dichos recursos y acciones concedan las leyes nacionales empezarán a contarse después de los cuatro meses de haberse recibido el aviso de negativa en la Oficina Interamericana de Marcas.

Registration to supersede any previous mark.

El registro interamericano de una marca comunicado a los Estados Contratantes, que sea protegida en éstos, substituirá cualquier otro registro de la misma marca que haya sido hecho anteriormente por cualquier otro medio, sin perjuicio de los derechos adquiridos por el registro nacional.

Artículo 5.

Transfer of ownership.

Igual procedimiento al estipulado en los artículos anteriores se seguirá para el registro de la transmisión de la propiedad de una marca o de la cesión del uso de la misma, pero en ese caso sólo se remitirá a la Oficina Interamericana la cantidad de \$10.00 que retendrá la Oficina, más el importe que fije la legislación interna de cada país en que se desee registrar la transmisión o cesión, entendiéndose que el uso de las marcas puede ser transferido separadamente en cada país.

Remittance of fee, etc.

Artículo 6.

Marks where color is characteristic.

Si el solicitante reivindica el color como elemento constitutivo de su marca, se le exigirá:

1. Que lo declare acompañando al registro una nota que indique el color o la combinación de colores que reivindica, y

2. Que una a su solicitud copias o ejemplares, de dicha marca, en colores, tal como se encuentra en uso, los cuales se anexarán a las notificaciones hechas por la Ofi-

Protection, the applicant may have the same recourse which the respective laws grant to the citizens of the state refusing protection. The period within which the recourse and actions granted by national laws may be exercised shall begin four months after receipt by the Inter-American Trade Mark Bureau of the notice of refusal.

The Inter-American registration of a trade mark communicated to the Contracting States, which may already enjoy protection in such States shall replace any other registration of the same mark effected previously by any other means, without prejudice to the rights already acquired by national registration.

Article 5.

In order to effect the transfer of ownership of a trade mark or the assignment of the use of the same, the same procedure as that set forth in the foregoing articles shall be followed, except that in this case there shall only be remitted to the Inter-American Bureau \$10.00, to be retained by said Bureau, plus the fees fixed by the domestic legislation of each one of the countries in which it is desired to register the transfer or assignment of the mark, it being understood that the use of trade marks may be transferred separately in each country.

Article 6.

If the applicant claims color as a distinctive element of his mark he shall be required to:

1. Send a statement attached to the application for registration declaring the color or the combination of colors which he claims; and

2. Attach to the application for registration copies or specimens of the mark as actually used, showing the colors claimed, which shall be attached to the notifica-

e Protecção Commercial, o requerente poderá se valer dos mesmos recursos que as respectivas leis outorgam aos cidadãos do Estado que tiver recusado protecção. O periodo dentro do qual poderão ser exercidos os recursos e as acções outorgados pelas leis nacionaes começará quatro mezes após recebimento pela Secretaria Inter-Americana de Marcas de Fabrica da notificação da recusa.

O registro inter-americano de uma marca de fabrica communicada aos Estados Contractantes, que estiver já no gozo de protecção nos referidos Estados, tomará o lugar de qualquer outro registro da mesma marca previamente effectuado por qualquer outro meio, sem prejuizo dos direitos até então adquiridos por registro nacional.

Artigo 5.

Com o fim de se effectuar a transferencia da posse de uma marca de Fabrica ou a designação do uso da mesma seguir-se-ão os mesmos processos que os constantes do artigo anterior, excepto que neste caso será remetida á Secretaria Inter-Americana apenas a quantia de dez dollars, para ser retida pela dita Secretaria, mais os emolumentos estabelcidos pela legislação domestica de cada um dos paizes em que se pretender registrar a transferencia ou a designação do uso da marca, ficando entendido que o uso das marcas de fabrica poderá ser transferido separadamente em cada paiz.

Artigo 6.

Se o registrante requerer a côr como elemento distinctivo de sua marca deverá:

1. Enviar uma declaração appensa ao pedido de registro declarando a côr ou a combinação de côres que requer;

2. Juntar ao pedido de registro exemplares ou especimens da marca conforme se acha effectivamente em uso, mostrando as côres requeridas, os quaes serão

des Marques de Fabrique et Commerciale le requérant peut user des recours que les lois respectives accordent aux citoyens de l'État qui refuse la protection. Le délai pendant lequel les recours et actions accordés par les lois nationales peuvent être exercés commencera quatre mois après la réception de l'avis de refus par le Bureau Interaméricain des Marques de Fabrique.

L'enregistrement interaméricain d'une marque de fabrique transmise aux États contractants qui y est déjà protégée remplacera tout autre enregistrement de la même marque effectué antérieurement par tout autre moyen sans préjudice des droits déjà acquis par l'enregistrement national.

Article 5.

Pour effectuer le transfert de propriété d'une marque de fabrique, ou le transfert de son usage, la même procédure que celle prescrite dans les articles précédents, sera suivie, sauf toutefois que dans ce cas il ne sera remis au Bureau interaméricain que dix dollars revenant au dit Bureau,— plus les droits fixés par la législation nationale de chacun des pays dans lesquels l'enregistrement de ce transfert est désiré, étant entendu que l'usage de marques de fabrique peut être transféré séparément dans chaque pays.

Article 6.

Si le requérant revendique une couleur comme élément distinctif de sa marque, il sera tenu:

1. D'envoyer une déclaration annexée à sa demande d'enregistrement indiquant la couleur ou la combinaison de couleurs qu'il revendique;

2. De joindre à sa demande d'enregistrement des copies ou spécimens de la marque actuellement employée, montrant les couleurs revendiquées, lesquels

cina Interamericana. El número de dichos ejemplares se fijará por el Reglamento.

Artículo 7.

Las marcas registradas se publicarán en una hoja periódica editada por la Oficina Interamericana, dando las indicaciones contenidas en la solicitud de registro y un diseño suministrado por el registrante.

Bureau bulletins.
Applications for registration to be published therein.

Para la publicidad que ha de darse en los Estados Contratantes a las marcas inscriptas, cada administración recibirá gratuitamente de la Oficina Interamericana el número de ejemplares de la precitada publicación que quiera pedir.

Effect of publication.

La publicación de una marca en la hoja periódica de la Oficina Interamericana tendrá la misma fuerza que su publicación en los periódicos o boletines oficiales de los Estados Contratantes.

Artículo 8.

La Oficina Interamericana expedirá a cualquier persona que la pida, mediante un derecho que fijará el Reglamento, copia de las anotaciones hechas en el registro con referencia a una marca determinada.

Bureau register.
Copies of entries, furnished on request.

Artículo 9.

La Oficina registrará también las renovaciones una vez cumplidos los requisitos de la legislación interna de cada Estado Contratante, previo pago de un derecho de \$10.00 para la Oficina y los derechos que corresponden a los Estados en que dichas renovaciones se efectúen.

Record of renewals.

Advance notice of expiration.

Seis meses antes de la expiración del término de protección, la Oficina Interamericana pasará aviso oficioso a la Administración del país de origen y al propietario de la marca.

tions sent by the Inter-American Bureau. The number of copies to be sent shall be fixed by the Regulations.

Article 7.

Trade marks shall be published in a bulletin edited by the Inter-American Bureau, wherein shall appear the matter contained in the application for registration and an electrotype of the mark supplied by the applicant.

Each administration of the Contracting States shall receive free of charge from the Inter-American Bureau as many copies of the above mentioned publication as it may ask for.

The publication of a mark in the bulletin of the Inter-American Bureau shall have the same effect as publication in the official journals or bulletins of the Contracting States.

Article 8.

The Inter-American Bureau, on receipt of payment of a fee to be fixed by the Regulations, shall furnish to any person who may so request, copies of the entries made in the register with reference to any particular mark.

Article 9.

The Inter-American Trade Mark Bureau shall keep a record of renewals which have been effected in compliance with the requirements of the domestic laws of the Contracting States, and after payment of a fee of \$10.00 to the Inter-American Trade Mark Bureau and the customary fees required by the States where said renewal is effected.

Six months prior to the expiration of the period of protection, the Inter-American Bureau shall communicate this information to the administration of the country of origin and to the owner of the mark.

appensos ás notificações enviadas pela Secretaria Inter-Americana. O numero de exemplares a serem enviados será determinado pelo Regulamento.

Artigo 7.

As marcas serão publicadas em um boletim editado pela Secretaria Inter-Americana, no qual apparacerá a materia contida no pedido de registro e um electrotypo da marca fornecido pelo requerente.

Cada Administração dos Estados Contractantes receberá, livre de despesa, da Secretaria Inter-Americana tantos exemplares das supracitadas publicações quantas ella solicitar.

A publicação de uma marca no boletim da Secretaria Inter-Americana terá o mesmo effeito que a sua publicação nos jornaes ou boletins officiaes dos Estados Contractantes.

Artigo 8.

A Secretaria Inter-Americana, ao receber o pagamento da taxa a ser fixada pelo Regulamento, fornecerá a qualquer pessoa que as solicitar copias dos assentamentos feitos no registro relativamente a qualquer marca determinada.

Artigo 9.

A Secretaria Inter-Americana de Marcas de Fabrica manterá um registro das renovações que tenham sido effectuadas na conformidade das exigencias das leis internas do Estado Contractante e após pagamento de uma taxa de \$10.00 á Secretaria Inter-Americana de Marcas de Fabrica e as taxas exigidas pelos Estados em que se effectuar a referida renovação.

Seis mezes antes da expiração do prazo de protecção a Secretaria Inter-Americana communicará essa informação á administração do paiz de origem e ao proprietario da marca.

seront annexés aux notifications transmises par le Bureau Inter-américain. Le nombre d'exemplaires à fournir sera fixé par les Règlements.

Article 7.

Les marques de fabrique enregistrées seront insérées dans un Bulletin publié par le Bureau Interaméricain, dans lequel figureront les indications contenues dans la demande d'enregistrement, ainsi qu'une reproduction électrotype de la marque soumise par le requérant.

Chaque administration des États contractants recevra gratuitement du Bureau Interaméricain autant d'exemplaires de la publication sus-mentionnée qu'il en sera demandé.

La publication d'une marque dans le bulletin du Bureau Inter-américain aura le même effet que sa publication dans les journaux officiels des États contractants.

Article 8.

Le Bureau interaméricain expédiera à tout personne qui en fera la demande, moyennant paiement d'un droit à fixer par les Règlements, copies ou contenu du registre se référant à une marque déterminée.

Article 9.

Le Bureau Interaméricain des Marques de Fabrique tiendra registre des renouvellements qui ont été effectués conformément aux prescriptions de la loi nationale des États contractants moyennant paiement d'un droit de \$10.00 au Bureau Interaméricain des Marques de Fabrique et des droits ordinaires requis par les États dans lesquels la renouvellement est effectué.

Six mois avant l'expiration de la période de protection, le Bureau interaméricain en donnera avis à l'Administration du pays d'origine et au propriétaire de la marque.

Artículo 10.

Cancellations allowed.

El propietario de una marca podrá siempre renunciar a la protección en uno o varios de los Estados Contratantes, mediante una declaración enviada a la administración del país de origen de la marca, para ser comunicada a la Oficina Interamericana, la cual notificará a los países a que concierne dicha renuncia.

Article 10.

The owner of a trade mark may at any time relinquish protection in one or several of the Contracting States, by means of a notice sent to the administration of the country of origin of the mark, to be communicated to the Inter-American Bureau, which in turn shall notify the countries concerned.

Artículo 11.

Power of attorney.

Los que soliciten el registro, depósito, transmisión, cesión o renovación de una marca por medio de la Oficina Interamericana, podrán nombrar en cualquier tiempo, por medio del correspondiente poder, un agente o apoderado a fin de que los represente en cualquier procedimiento administrativo, judicial o de cualquiera otra clase que surja con motivo de dichas marca o solicitud en cualquiera de los Estados Contratantes.

Right to receive documents.

Dichos apoderados tendrán derecho a notificarse de todas las actuaciones y a recibir y presentar los documentos que fueren necesarios en la Oficina de Marcas de cada país, de acuerdo con las estipulaciones de este Protocolo.

Article 11.

An applicant for registration or deposit, transfer or renewal of a trade mark through the Inter-American Bureau, may appoint by a proper power of attorney at any time, an agent or attorney to represent him in any procedure, administrative, judicial or otherwise, arising in connection with such trade marks or application in any Contracting State.

Such agents or attorneys shall be entitled to notice of all the proceedings and to receive and present all documents that may be required by the Trade Mark Bureau of each country under the provisions of this Protocol.

Artículo 12.

Changes in ownership or use of marks to be reported.

La Administración del país de origen notificará a la Oficina Interamericana las anulaciones, cancelaciones, renunciaciones, traspasos y demás cambios que se produjeren en la propiedad o uso de la marca.

La Oficina Interamericana inscribirá dichos cambios, los notificará a las administraciones de los Estados Contratantes, y los publicará en seguida en su periódico.

Reductions.

Se procederá igualmente cuando el propietario de la marca solicite reducir la lista de los productos a que se aplica.

Article 12.

The administration in the country of origin shall notify the Inter-American Bureau of all annulments, cancellations, renunciations, transfers and all other changes in the ownership or use of the mark.

The Inter-American Bureau shall record these changes, notify the administrations of the Contracting States and publish them immediately in its bulletin.

The same procedure shall be followed when the proprietor of the mark requests a reduction in the list of products to which the trade mark is applied.

Artigo 10.

O proprietário de uma marca inter-americana poderá em qualquer tempo renunciar á protecção em um ou varios dos Estados Contractantes, mediante aviso enviado á Administração do paiz de origem da marca para ser comunicado á Secretaria Inter-Americana, que por sua vez notificará os paizes interessadas.

Artigo 11.

A pessoa que requerer registro ou deposito, transferencia ou renovação de uma marca por intermedio da Secretaria Inter-Americana, poderá nomear em qualquer tempo, mediante procuração, um agente ou procurador para represental-a em qualquer procedimento, administrativo, judicial ou outro, oriunda de taes marcas ou pedido em qualquer dos Estados Contractantes.

Os referidos procuradores terão o direito de ser notificados de todos os procedimentos e a receber e produzir todos os documentos que possam ser recebidos pela Secretaria de Marcas de Fabrica de cada um dos paizes de accordo com as disposições deste Protocollo.

Artigo 12.

A administração do paiz de origem notificará á Secretaria Inter-Americana das revogações, cancellamentos, renunciias, transferencias e todas as outras mudanças na posse e uso da marca.

A Secretaria Inter-Americana annotará estas mudanças, notificará as Administrações do Estado Contractante e fará immediatamente a competente publicação no seu boletim.

Seguir-se-á o mesmo processo quando o proprietário da marca pedir uma redução na lista de productos aos quaes se applica a marca.

Article 10.

Le propriétaire d'une marque de fabrique peut, à tout moment, renoncer à la protection dans l'un ou plusieurs des États contractants au moyen d'un avis adressé à l'Administration du pays d'origine de la marque pour être communiqué au Bureau inter-américain, lequel à son tour, en informera les pays que concerne la dite renonciation.

Article 11.

Tout requérant de l'enregistrement ou dépôt, transfert ou renouvellement d'une marque de fabrique par l'intermédiaire du Bureau Interaméricain, peut désigner par un pouvoir régulier à n'importe quel moment, un agent ou avocat pour le représenter dans toute action administrative, judiciaire ou autre née à l'occasion de telles marques de fabrique ou demande d'enregistrement dans un des États contractants.

Ces agents ou avocats auront le droit de prendre connaissance de tous actes ou procès-verbaux et de recevoir et de produire tous documents qui peuvent être requis par le Bureau des marques de fabrique de chaque pays conformément aux dispositions de ce protocole.

Article 12.

L'Administration du pays d'origine avisera le Bureau inter-américain des annulations, cancellations, transferts et de tous autres changements dans la propriété ou l'usage de la marque.

Le Bureau interaméricain tiendra registre de ces changements, en avisera les Administrations des États contractants et les insérera immédiatement dans son bulletin.

La même procédure sera suivie lorsque le propriétaire de la marque demande une réduction dans la liste des produits auxquels la marque de fabrique s'applique.

New registration required for new products.

Ante, p. 2950.

Official bulletins of each State to be furnished.

Bureau established at Habana.

Title.

Use of postal frank.

Inter-American Bureau.
Duties, maintenance, etc.

La adición ulterior de un nuevo producto a la lista, no puede obtenerse sino por un nuevo registro efectuado conforme a las disposiciones del artículo 2 de este Protocolo. A la adición se asimila la substitución de un producto en lugar de otro.

Artículo 13.

Los Estados Contratantes se obligan a enviar por conducto de sus oficinas nacionales de marcas, tan pronto como se publiquen, dos ejemplares de las gacetas o publicaciones oficiales en que aparezcan sentencias o resoluciones judiciales o administrativas, leyes, decretos, reglamentos, circulares o cualesquiera otras disposiciones emanadas de los poderes ejecutivo, legislativo o judicial que se refieran a la protección marcaria, la defensa de los nombres comerciales, o la represión de la competencia desleal y de las falsas indicaciones de procedencia, tanto en el orden administrativo, como en el civil o penal.

Artículo 14.

A fin de cumplir este Protocolo y facilitar el registro interamericano de marcas, los Estados Contratantes establecen por su agencia internacional, la oficina situada en la Habana, República de Cuba, que se denominará en lo sucesivo "Oficina Interamericana de Marcas," y confieren a su correspondencia oficial la franquicia postal.

Artículo 15.

La Oficina Interamericana de Marcas desempeñará las funciones expresadas en este Protocolo y en el Reglamento anexo, y se sostendrá con los derechos que perciba por la tramitación de las marcas, más las cuotas asignadas a los Estados Contratantes. Dichas cuotas se pagarán directamente a la Oficina por anualidades ade-

The subsequent addition of a new product to the list may not be obtained except by a new registration of the mark according to the provisions of Article 2 of this Protocol. The same procedure shall be followed in the case of the substitution of one product for another.

Article 13.

The Contracting States bind themselves to send through their respective national trade mark offices, as soon as they are published, two copies of the official bulletins or publications in which judicial or administrative decisions or resolutions, laws, decrees, regulations, circulars, or any other provisions emanating from the executive, legislative or judicial authorities may appear and which refer to the protection of trade marks, the protection of commercial names, the repression of unfair competition and of false indications of origin, whether of an administrative, civil or penal nature.

Article 14.

In order to comply with this Protocol, and to facilitate the inter-American registration of trade marks, the Contracting States establish as their international agency the Bureau located in Habana, Republic of Cuba, referred to as the "Inter-American Trade Mark Bureau," and confer upon its official correspondence the postal frank.

Article 15.

The Inter-American Trade Mark Bureau shall perform the duties specified in this Protocol and in the Regulations appended hereto, and shall be supported in part by the fees received for handling trade marks and in part by the quotas assigned to the Contracting States. These quotas shall be paid directly and in ad-

A adição subsequente de um novo producto á lista não poderá ser outorgada excepto por novo registro da marca de accordo com o disposto no Artigo 2 deste Protocollo. Será seguido o mesmo processo no caso da substituição de um producto por outro.

Artigo 13.

Os Estados Contractantes concordam em enviar, por intermedio das suas respectivas repartições nacionaes, logo que forem publicados, dois exemplares dos boletins ou publicações officiaes em que apparecerem decisões ou resoluções judiciaes ou administrativas, leis, decretos, regulamentos, circulares ou quaesquer outras disposições emanadas das autoridades executivas, legislativas, ou judiciaes referentes á protecção das marcas de fabrica, protecção de nomes commerciaes e repressão da concorrência desleal e de falsas indicações de origem, quer de natureza administrativa, civil ou penal.

Artigo 14.

Com o fim de conformar com este Protocollo, e facilitar o registro das marcas de fabrica inter-americanas, os Estados Contractantes estabelecem como sua agencia internacional a Secretaria existente em Havana, Republica de Cuba, a qual será conhecida como "Secretaria Inter-Americana de Marcas de Fabrica," e conferem á sua correspondencia official a franquia postal.

Artigo 15.

A Secretaria Inter-Americana de Marcas de Fabrica desempenhará os deveres especificados neste Protocollo e no regulamento anexo e será mantida em parte pelos emolumentos recebidos pelo serviço de encaminhar as marcas, em parte pelas quotas dos Estados Contractantes. Estas quotas serão pagas directamente e adean-

L'addition subséquente d'un nouveau produit à la liste ne peut être obtenue qu'au moyen d'un nouvel enregistrement de la marque suivant les dispositions de l'Article 2 de ce Protocole. La même procédure sera suivie au cas de substitution d'un produit à un autre.

Article 13.

Les États contractants s'engagent à envoyer par l'intermédiaire de leurs bureaux respectifs des marques de fabrique, aussitôt qu'ils sont publiés, deux exemplaires des bulletins officiels ou publications dans lesquels sont insérés les décisions ou résolutions juridiques ou administratives, les lois, décrets et règlements, les circulaires ou toutes autres dispositions émanant des autorités législatives ou judiciaires et qui se réfèrent à la protection des marques de fabrique, à la protection du nom commercial, à la répression de la concurrence déloyale et des fausses indications d'origine, que ce soit de nature administrative, civile ou pénale.

Article 14.

À l'effet de se conformer au présent Protocole et de faciliter l'enregistrement interaméricain des marques de fabrique, les États contractants établissent comme agence internationale le Bureau situé à La Havane, République de Cuba, auquel il est référé sous le nom de "Bureau Interaméricain des Marques de Fabriques," et confèrent à sa correspondance officielle la franchise postale.

Article 15.

Le Bureau Interaméricain des Marques de Fabrique exercera les fonctions spécifiées dans ce Protocole et dans les règlements qui y sont annexés, et ses frais seront supportés en partie au moyen des droits perçus pour les soins accordés aux des marques de fabrique, et partie par des quote-parts assumées par les États contrac-

lantadas, y se calcularán de la manera siguiente:

vance to the Bureau in yearly installments and shall be determined in the following manner:

Determination of expense of quotas.

Se determinará la población de cada Estado Contratante que ratifique este Protocolo, por medio de los respectivos censos oficiales más recientes, dividiendo el número de habitantes en unidades que representen 100,000, considerando las fracciones mayores de 50,000 como una unidad y no tomando en cuenta las menores. El monto de dicha contribución anual se dividirá entre el número total de unidades así obtenido, lo que determinará el importe de la cuota por unidad, y multiplicando ésta por el número de unidades asignado a cada Estado, se fijará su contribución para la Oficina Interamericana.

The population of each Contracting State ratifying this Protocol shall be determined by its latest official census, the number of inhabitants to be divided into units of 100,000 each, fractions above 50,000 to be considered as a full unit, and those under to be disregarded. The annual budget shall be divided by the total number of units, thereby determining the quota per unit. The contribution of each State to the Inter-American Bureau shall be determined by multiplying the quota per unit by the number of units allotted to each State.

Al recibirse nuevas ratificaciones o adhesiones al presente Protocolo, se procederá con los nuevos Estados en la misma forma, determinando en cada caso su contribución, previa adición de las nuevas unidades y determinación de la cuota por unidad que así resulte.

Upon receipt of new ratifications and adhesions to this Protocol, the same procedure shall be followed with respect to such States, the quota of each to be determined by adding these additional units and thus determining the quota per unit.

Basis of assessment.

Queda expresamente convenido que esta contribución anual se efectuará mientras los demás ingresos de la Oficina no sean suficientes para su sostenimiento; mientras esto ocurra, cada año se revisarán los censos de población haciendo los cambios que resulten necesarios de acuerdo con los datos oficiales suministrados por cada Estado Contratante y calculando nuevamente las cuotas, antes de fijar las contribuciones de dichos Estados. Una vez que la Oficina pueda sostenerse con sus propios ingresos, se distribuirá el remanente de las contribuciones entre los Estados en proporción a las cantidades de ellos percibidas.

It is expressly agreed that this annual contribution will continue to be paid only so long as the other revenues of the Bureau are not sufficient to cover the expenses of its maintenance. So long as this situation exists, the latest census of population will be used each year and, on the basis of official data furnished by each Contracting State, the changes in population shall be made and the quotas determined anew before fixing the contributions to be paid by those States. Once the Bureau becomes self-supporting through its own receipts, the balance remaining from the quotas shall be returned to the States in proportion to the amounts received from them.

Budget to be reported annually.

A la terminación de cada año, la Oficina Interamericana hará una liquidación de los derechos y cuotas percibidas, y después de

At the end of each year the Inter-American Bureau shall prepare a statement of fees and contributions received and after mak-

tadamente á Secretaria, em installações annuaes e serão determinadas da seguinte maneira:

A população de cada Estado Contractante que ratificar este protocollo será determinada por seu ultimo recenseamento official, devendo o numero de habitantes ser dividido em unidades de 100,000 cada uma, sendo tomadas como unidades as fracções acima de 50,000 e desprezadas as inferiores a este numero. O orçamento annual será dividido pelo numero total de unidades, assim determinando a quota por unidade. A contribuição de cada Estado á Secretaria Internacional será determinada multiplicando-se a quota por unidade pelo numero de unidades assignado a cada Estado.

No caso de novas ratificações e adhesões a este Protocollo, seguir-se-á o mesmo processo no referente a taes Estados, devendo a quota de cada um ser determinada sommando-se essas unidades additionaes e assim determinando a quota por unidade.

Fica expressamente entendido que esta contribuição annual continuará a ser paga somente emquanto as outras receitas da Secretaria não forem sufficientes para cobrir as despesas de sua manutenção. Emquanto existir esta situação será usado cada anno o ultimo recenseamento da população, e nesta base official serão fornecidos dados pelos Estados Contractantes, devendo ser feitas as differenças na população e determinadas novamente as quotas antes de serem fixadas as contribuições a serem pagas por esses Estados. Uma vez que a Secretaria esteja nas condições de se manter mediante a sua propria receita, o saldo restante das quotas será devolvido a cada Estado na proporção das quantias delles recebidas.

No fim de cada anno a Secretaria Inter-Americana preparará uma exposição dos emolumentos e das contribuições recebi-

tants. Ces quote-parts seront payées directement et à l'avance au Bureau par versements annuels, et elles seront calculées de la manière suivante:

La population de chaque État contractant ayant ratifié le présent protocole sera déterminée par son recensement officiel le plus récent. Le chiffre des habitants sera divisé en unités de 100,000, les fractions au dessus de 50,000 étant considérées comme unité entière, et celles au dessous n'étant pas comptées. Le budget annuel sera divisé par le chiffre d'unités, déterminant ainsi le chiffre par unité. La contribution de chaque état au Bureau interaméricain sera obtenue en multipliant la quote-part par le nombre d'unités attribuées à chaque état.

Au reçu de nouvelles ratifications et adhésions à ce Protocolle, la même procédure sera suivie à l'égard de ces états, la quote-part de chacun étant déterminée par l'addition des unités nouvelles en vue d'établir la quote-part par unité.

Il est expressément convenu que cette contribution annuelle continuera seulement à être payée tant que les autres revenus du Bureau ne seront pas suffisants pour couvrir les dépenses de son maintien. Tant que cette situation existera, le recensement le plus récent de la population sera utilisé chaque année et, sur la base des documents officiels fournis par chaque état contractant, les changements de la population seront notés et les quote-parts déterminées à nouveau avant de fixer les contributions à payer par ces états. Une fois que le Bureau pourra se suffire au moyen de ses propres recettes, la balance en solde des quotes-parts sera remboursée aux États en proportion des valeurs reçues de chacun d'eux.

À la fin de chaque année, le Bureau Interaméricain dressera un état des droits et contributions perçus, et après avoir pourvu aux

cubierto su presupuesto para el año venidero, y de mantener una reserva adecuada, devolverá el sobrante a los Estados Contratantes en proporción a las cuotas pagadas por éstos.

El presupuesto de dicha Oficina y la reserva que debe mantener, serán aprobados por el Ejecutivo del Estado en que la misma radique, a propuesta del Director de la misma, quien dará cuenta anualmente a todos los Estados ratificantes para su conocimiento.

Artículo 16.

Method of liquidation.

En caso de que la Oficina cese de funcionar con carácter definitivo se procederá a su liquidación bajo la supervisión del Gobierno de Cuba, distribuyéndose el saldo que resulte entre los Estados Contratantes en la misma proporción en que contribuyeron a su sostenimiento. Los edificios y otras propiedades materiales de la Oficina pasarán a ser propiedad del Gobierno de Cuba en reconocimiento de los servicios prestados por esa República para llevar a la práctica este Protocolo; pero dicho Gobierno se compromete a dedicar esas propiedades a objetos de carácter esencialmente interamericano.

Los Estados Contratantes convienen en aceptar como definitiva toda disposición que se tome para la liquidación de la Oficina.

Artículo 17.

Force and effect of Protocol.

Las estipulaciones contenidas en este Protocolo tendrán fuerza de ley en aquellos Estados en que los tratados internacionales tienen ese carácter tan pronto como son ratificados por sus órganos constitucionales.

Legislative enactments to be facilitated.

Los Estados Contratantes en que el cumplimiento de los pactos internacionales esté subordinado a la promulgación de leyes concomitantes, al aceptar en principio este Protocolo, se obligan a solicitar de sus órganos legislativos la

ing provision for its budgetary requirements for the following year and setting aside a reserve fund, shall return the balance to the Contracting States in proportion to the quotas paid by them.

The budget of the Bureau and the reserve fund to be maintained shall be submitted by the Director of the Bureau and approved by the Chief Executive of the State in which the Bureau is established. The Director of the Bureau shall also submit an annual report to all ratifying States, for their information.

Article 16.

In case the Bureau should cease to exist, it shall be liquidated under the supervision of the Government of Cuba, the balance of the funds remaining to be distributed among the Contracting States in the same proportion as they contributed to its support. The buildings and other tangible property of the Bureau shall become the property of the Government of Cuba in recognition of the services of that Republic in giving effect to this Protocol; the Government of Cuba agreeing to dedicate such property to purposes essentially inter-American in character.

The Contracting States agree to accept as final any steps that may be taken for the liquidation of the Bureau.

Article 17.

The provisions of this Protocol shall have the force of law in those States in which international treaties possess that character, as soon as they are ratified by their constitutional organs.

The Contracting States in which the fulfillment of international agreements is dependent upon the enactment of appropriate laws, on accepting in principle this Protocol, agree to request of their legislative bodies the enactment of the

das e depois de providenciar para as exigencias orçamentarias do anno seguinte e separar um fundo de reserva, devolverá o saldo aos Estados Contractantes na proporção das quotas pagas pelos mesmos.

O orçamento da Secretaria e o fundo de reserva a ser mantido serão submettidos pelo Director da Secretaria e aprovado pelo Chefe Executivo do Estado em que estiver estabelecida a Secretaria. O Director da Secretaria submeterá tambem um relatório annual a todos os Estados ratificantes, para o seu conhecimento.

Artigo 16.

No caso da Secretaria deixar de existir, será liquidada debaixo da superintendencia do Governo de Cuba, devendo o saldo dos fundos ser distribuido entre os Estados Contractantes na mesma proporção em que contribuíram para a manutenção. O edificio e demais haveres materiaes da Secretaria ficarão sendo propriedade do Governo de Cuba em reconhecimento dos serviços prestados por essa Republica no effectivar este Protocollo; o Governo de Cuba se compromette a dedicar este edificio a fins de caracter essencialmente Inter-Americanos.

Os Estados Contractantes concordam em aceitar como finais quaesquer medidas que sejam tomadas para a liquidação da Secretaria.

Artigo 17.

As disposições deste Protocollo terão a força de lei naquelles Estados em que os tratados internacionais tenham esse caracter, logo que forem ratificadas pelos seus órgãos constitucionaes.

Os Estados Contractantes nos quaes o cumprimento dos accordos internacionaes depender da promulgação de leis concomitantes, ao aceitar em principio este Protocollo concordam em solicitar dos seus órgãos le-

exigences de son budget pour l'année suivante et constitué un fonds de réserve, il remboursera le solde aux États contractants en proportion des quote-parts payées par eux.

Le budget du Bureau et le fonds de réserve à maintenir seront soumis par le Directeur du Bureau au Chef du Pouvoir Exécutif de l'état dans lequel le bureau est établi et approuvés par lui. Le Directeur du Bureau présentera également un rapport annuel à tous les états ayant ratifié le présent protocole, pour leur information.

Article 16.

Dans le cas où le Bureau cesserait d'exister, il sera procédé à sa liquidation sous le contrôle du Gouvernement de Cuba et le reliquat des fonds distribué aux États contractants en proportion des paiements effectués par eux. Les immeubles et tous autres biens matériels du Bureau deviendront la propriété du Gouvernement de Cuba en reconnaissance des services rendus par cette République en assurant l'exécution de ce protocole. Le Gouvernement de Cuba s'engage à consacrer cette propriété à des fins d'un caractère essentiellement interaméricain.

Les États contractants conviennent d'accepter comme définitives toutes les mesures prises pour la liquidation du Bureau.

Article 17.

Les dispositions de ce Protocole auront force de loi dans les états où les traités internationaux ont ce caractère, aussitôt leur ratification par les organes constitutionnels.

Les États contractants dans lesquels l'entrée en vigueur des accordos internationaux est subordonnée à la promulgation de lois spéciales, s'engagent par l'acceptation de principe de ce Protocole à requérir à leurs organes

adopción en el más breve plazo posible de la legislación que sea necesaria para ponerla en vigor, de acuerdo con sus prescripciones constitucionales.

Artículo 18.

Los Estados Contratantes convienen en que tan pronto como este Protocolo entre en vigor las Convenciones sobre marcas de fábrica de 1910 y 1923 quedarán automáticamente sin efecto alguno en cuanto se refieren a la organización y funcionamiento de la Oficina Interamericana; pero cualesquiera derechos que de acuerdo con sus estipulaciones se hayan adquirido o puedan adquirirse hasta la fecha en que entre en vigor este Protocolo, continuarán siendo válidos hasta que expiren.

Former Conventions abrogated.

Vol. 39, p. 1675; Vol. 44, p. 2494.

necessary legislation in the shortest possible period of time and in accordance with their constitutional provisions.

Article 18.

The Contracting States agree that, as soon as this Protocol becomes effective, the Trade Mark Conventions of 1910 and 1923 shall automatically cease to have effect in so far as they relate to the organization of the Inter-American Bureau; but any rights which have been or which may be acquired in accordance with the provisions of said Conventions, up to the time of the coming into effect of this Protocol, shall continue to be valid until their due expiration.

Artículo 19.

El presente Protocolo será ratificado por los Estados Contratantes después que hayan ratificado la "Convención General Interamericana para la Protección Marcaria y Comercial," de acuerdo con sus procedimientos constitucionales.

Ratification of Protocol.

Deposit with Pan American Union.

Certified copies to issue.

Effective date of Protocol.

Duration. Withdrawals.

El Protocolo original y los instrumentos de ratificación serán depositados en la Unión Panamericana, la que enviará copia certificada del primero y comunicará aviso del recibo de las ratificaciones a los Gobiernos de los Estados Contratantes, entrando el Protocolo en vigor entre dichos Estados en el orden en que vayan depositando sus ratificaciones.

Este Protocolo regirá indefinidamente, pero podrá ser denunciado mediante aviso anticipado de un año, transcurrido el cual cesará en sus efectos para el Estado denunciante, quedando subsistente para los demás Contratantes. La denuncia será dirigida a la Unión Panamericana que transmitirá aviso de la misma a los Gobiernos de los demás Estados.

Article 19.

The present Protocol shall be ratified by the Contracting States, in accordance with their respective constitutional procedure, after they shall have ratified the "General Inter-American Convention for Trade Mark and Commercial Protection."

The original Protocol and the instruments of ratification shall be deposited with the Pan American Union, which shall transmit certified copies of the former and shall communicate notice of such ratifications to the Governments of the other signatory States and the Protocol shall become effective for the Contracting States in the order in which they deposit their ratifications.

This Protocol shall remain in force indefinitely, but it may be denounced by means of notice given one year in advance, at the expiration of which it shall cease to be in force as regards the State denouncing the same, but shall remain in force as regards the other States. All denunciations shall be sent to the Pan American Union which will thereupon transmit notice thereof to the other States.

gislativos a promulgação da necessaria legislação dentro do mais breve prazo possível e de accordo com as suas disposições constitucionaes.

Artigo 18.

Os Estados Contractantes concordam em que logo que este Protocollo entrar em vigencia, as Convenções de Marcas de Fabrica de 1910 e 1923 cessarão automaticamente de vigorar no que diz respeito á organização da Secretaria Inter-Americana; mas quaesquer direitos que tenham sido ou que venham a ser adquiridos de accordo com as disposições das referidas Convenções, até o momento de entrar em vigor este Protocollo continuarão a ser validas até a sua devida expiração.

Artigo 19.

O presente Protocollo será ratificado pelos Estados Contractantes de accordo com os seus respectivos processos constitucionaes, depois de terem ratificado a "Convenção Geral Inter-Americana de Protecção de Marcas de Fabrica e Protecção Commercial."

O Protocollo original e os instrumentos de ratificação serão depositados na União Pan-Americana, que transmittirá copias certificadas do primeiro e communicará a notificação das referidas ratificações aos Governos dos outros Estados signatorias, e o Protocollo vigorará para os Estados Contractantes na ordem em que depositarem as suas ratificações.

Este Protocollo vigorará indefinidamente, mas poderá ser denunciado mediante notificação feita com um anno de antecedencia, no fim do qual deixará de vigorar no que diz respeito ao Estado denunciante mas continuará a vigorar relativamente aos outros Estados. Toda a denuncia será enviada á União Pan-Americana que em seguida transmittirá notificação da mesma aos outros Estados.

législatifs respectifs l'adoption de la législation nécessaire dans le plus bref délai possible conformément à leurs dispositions constitutionnelles.

Article 18.

Les États contractants conviennent qu'aussitôt l'entrée en vigueur de ce protocole, les Conventions des Marques de Fabrique de 1910 et 1923 cesseront automatiquement avoir effet, en tant qu'elles se réfèrent à l'organisation du Bureau Inter-américain, mais tous droits qui ont été, ou qui peuvent être, acquis conformément aux dispositions des dites Conventions jusqu'à la mise en vigueur de la présente Convention continueront à être valides jusqu'à leur expiration normale.

Article 19.

Le présent Protocole sera ratifié par les États contractants conformément à leur procédure constitutionnelle respective après qu'ils auront ratifié la "Convention Générale Interaméricaine pour la protection des Marques de Fabrique et du Nom Commercial."

Le protocole original et les instruments de ratification seront déposés à l'Union Panaméricaine, qui en transmettra des copies certifiées et donnera avis de ces ratifications aux Gouvernements des autres États signataires, le protocole entrant en vigueur pour les États contractants dans l'ordre dans lequel leurs ratifications sont déposées.

Le présent Protocole restera en vigueur indéfiniment, mais il pourra être dénoncé moyennant notification donnée une année d'avance, à l'expiration de laquelle il cessera d'être en force à l'égard de l'État qui l'aura dénoncé, mais il restera en vigueur à l'égard des autres états. Toutes les dénonciations seront adressées à l'Union Panaméricaine qui en donnera avis aussitôt aux autres États contractants.

Adhesions.

Los Estados Americanos que no hayan suscrito este Protocolo podrán adherirse a él, enviando el instrumento oficial en que se consigne esta adhesión a la Unión Panamericana, la que lo notificará a los Gobiernos de los demás Estados Contratantes en la forma antes expresada.

The American States which have not signed this Protocol may adhere thereto by sending the respective official instrument to the Pan American Union which, in turn, will thereupon notify the Governments of the remaining Contracting States in the manner previously indicated.

Annex.

ANEXO

ANNEX

Regulations.

REGLAMENTO

REGULATIONS.

*Artículo 1.**Article 1.*

La solicitud para obtener protección bajo el Protocolo del cual este Anexo es parte integrante, deberá hacerse por el titular de la marca o por su representante legal a la administración del Estado en que dicha marca haya sido registrada o depositada originalmente, de acuerdo con las disposiciones vigentes en dicho Estado, acompañando un giro postal o bancario pagadero al Director de la Oficina Interamericana de Marcas, por la suma requerida en el Protocolo. Tanto la solicitud como el giro deberán ir acompañados de un electrotipo de 10 x 10 centímetros, que sea reproducción fiel de la marca tal como ésta ha quedado registrada en el Estado de registro original.

The application to obtain protection under the Protocol of which the present Annex is a part shall be made by the owner of the mark or his legal representative to the administration of the State in which the mark has been originally registered or deposited in accordance with the provisions in force in that State, accompanied by a money order or draft payable to the Director of the Inter-American Trade Mark Bureau in the sum required by this Protocol. The application and money order shall be accompanied by an electrotype (10 x 10 centimeters) of the mark reproducing it as registered in the State of original registration.

*Artículo 2.**Article 2.*

Una vez que la Oficina Nacional haya comprobado que el registro de la marca es legal y válido, deberá enviar a la Oficina Interamericana de Marcas, a la mayor brevedad posible:

The National Bureau of such State having ascertained that the registration of the mark is legal and valid shall send to the Inter-American Trade Mark Bureau, as soon as possible:

- A. El giro;
- B. El electrotipo de la marca;

- A. The money order;
- B. The electrotype of the mark;

C. Un certificado en duplicado con los siguientes detalles:

C. A certificate in duplicate containing the following details:

1. Nombre y dirección del propietario de la marca;
2. Fecha en que se hizo la solicitud de registro en el Estado del registro original;
3. Fecha en que la marca fué registrada en dicho Estado;
4. Número del orden de registro en dicho Estado.
5. Fecha en que expira la protección de la marca en dicho Estado;
6. Un facsimile de la marca tal como se usa.
7. Una relación de los productos en que se utiliza;

1. The name and address of the owner of the mark;
2. The date of the application for registration in the State of original registration;
3. The date of registration of the mark in such State;
4. The order number of the registration in such State;
5. The date of expiration of the protection of the mark in such State;
6. A facsimile of the mark as used;
7. A statement of the goods on which the mark is used;

8. Fecha en que se hizo la solicitud a la Oficina Nacional del Estado de registro original para obtener protección de acuerdo con la Convención y este Protocolo.

8. The date of the application to the National Bureau of the State of the original registration to obtain protection under the Convention and this Protocol.

Os Estados Americanos que não tenham assignado este Protocollo poderão adherir ao mesmo mediante envio do respectivo instrumento official á União Pan-Americana que, por sua vez, transmitirá a competente notificação aos Estados Contractantes na maneira previamente indicada.

Les États américains qui n'ont pas signé ce protocole peuvent y adhérer en adressant les instruments officiels à l'Union Pan-américaine, laquelle à son tour en avisera les Gouvernements des autres États contractants dans les formes précédemment indiquées.

ANNEXO.

ANNEXE.

REGULAMENTO.

RÈGLEMENTS.

*Artigo 1.**Article 1.*

O pedido de protecção de accordo com o Protocollo do qual faz parte este Anexo será feito pelo dono da marca, ou seu representante legal á administração do Estado no qual a marca foi originariamente registrada ou depositada de accordo com as disposições em vigor nesse Estado, acompanhado do vale postal ou letra pagavel ao Director da Secretaria Inter-Americana de Marcas de Fabrica na importancia exigida por este Protocollo. O pedido e o vale serão acompanhados de um electrotypo (10 x 10 centímetros) da marca, reproduzindo-a tal como se achar registrada no Estado de domicilio do dono

La demande pour obtenir protection conformément au Protocole dont la présente Annexe est partie sera adressée par le propriétaire de la marque ou par son représentant légal, à l'Administration de l'État dans lequel la marque a été originellement enregistrée et déposée conformément aux dispositions en vigueur dans cet état. Elle sera accompagnée d'un mandat ou d'une chèque payable au Directeur du Bureau Interaméricain des Marques de Fabrique pour la somme fixée par ce Protocole. La demande et le mandat seront accompagnés d'une reproduction électrotype (10 x 10 centimètres) de la marque, dans l'État du domicile du propriétaire, la montrant telle qu'elle a été enregistrée dans l'État où a eu lieu l'enregistrement original.

*Artigo 2.**Article 2.*

A Secretaria Nacional do dito Estado, depois de ter verificado que a marca é legal e valida enviará á Secretaria Inter-Americana de Marcas de Fabrica com a possivel brevidade:

Le Bureau national de cet État s'étant assuré que l'enregistrement de la marque est légale et valide enverra le plus tôt possible au Bureau Inter-américain des Marques de Fabrique:

- A. O vale postal;
- B. O electrotypo da marca;
- C. Um certificado em duplicata contendo os seguintes detalhes:
 1. O nome e endereço do dono da marca;
 2. A data do pedido de registro no Estado do registro original;
 3. A data do registro da marca no dito Estado;
 4. A ordem do numero do registro no dito Estado;
 5. A data de expiração da protecção da marca no dito Estado;
 6. Um fascimile da marca usada;
 7. Uma declaração das mercadorias nas quaes se acha applicada a marca;
 8. A data do pedido feito á Secretaria Nacional do Estado de registro original, para obtenção de protecção de accordo com a Convenção e este Protocollo.

- A. Le mandat;
- B. La reproduction électrotype de la marque;
- C. Un certificat en double expédition contenant les details suivants:
 1. Le nom et l'adresse du propriétaire de la marque;
 2. La date de la demande d'enregistrement dans l'État de l'enregistrement original;
 3. La date de l'enregistrement de la marque dans cet état;
 4. Le numéro d'ordre de l'enregistrement dans cet état;
 5. La date d'expiration de la protection de la marque dans cet état;
 6. Un fac-similé de la marque telle qu'il en est fait usage;
 7. Une liste des produits pour lesquels cette marque est utilisée;
 8. La date de la demande adressée au Bureau national de l'état de l'enregistrement original, en vue d'obtenir la protection conformément à la Convention et à ce Protocole.

Regulations—Continued.

D. En el caso de que el solicitante desee reclamar un color como elemento distintivo de su marca, treinta copias de la marca impresas en papel, mostrando dicho color, así como una breve descripción de la misma.

Artículo 3.

Dentro de diez días contados desde el recibo del material requerido por el Artículo 2, la Oficina Interamericana de Marcas procederá a inscribir toda la información en sus libros y a notificar a la Oficina Nacional de dicho Estado el recibo de la solicitud y la fecha y número del registro interamericano.

Artículo 4.

Dentro de treinta días contados desde dicho recibo, se procederán a enviar copias detalladas del registro interamericano a las Oficinas Nacionales de los Estados que hayan ratificado el Protocolo.

Artículo 5.

La Oficina Interamericana de Marcas publicará periódicamente un boletín en el cual aparecerán los datos incluidos en el certificado a que se refiere el inciso C del Artículo 2 de este Reglamento y la información que fuere pertinente sobre el registro de dichas marcas en los distintos países.

La Oficina Interamericana de Marcas podrá, además, publicar en su boletín, o por separado, libros, documentos, informes, estudios y artículos relacionados con la protección de la propiedad industrial.

Artículo 6.

La aceptación, objeción o denegación de una marca por la Oficina Nacional de cualquiera de los Estados Contratantes deberá transmitirse a la oficina del Estado de origen de la solicitud, con objeto de que lo comunique a quien pueda interesar dentro de los diez días siguientes a la fecha de su recibo por la Oficina Interamericana de Marcas.

Artículo 7.

Todo aviso de cambio de propiedad de una marca, comunicado por la oficina del país de origen a la Oficina Interamericana de Marcas, que vaya acompañado de los respectivos derechos deberá examinarse y anotarse en el registro, enviándose el correspondiente aviso a las Oficinas de los demás Estados Contratantes en que dichos cambios deban hacerse, acompañado de los derechos que les corresponda; todo dentro del plazo fijado respecto de la solicitud.

D. When the applicant wishes to claim color as a distinctive element of his mark, thirty copies of the mark printed on paper, showing the color, and a brief description of the same.

Article 3.

Within ten days after receipt from such administration of the matter required by Article 2, the Inter-American Trade Mark Bureau shall enter all information in its books and inform the National Bureau of such State of the receipt of the application and of the number and date of the inter-American registration.

Article 4.

Within thirty days after such receipt, detailed copies of the inter-American registration shall be sent to the National Bureaus of those States which have ratified the Protocol.

Article 5.

The Inter-American Trade Mark Bureau shall publish a periodic bulletin wherein shall appear the data included in the certificate provided for by Section C of Article 2 of these Regulations and also all other information which may be appropriate concerning registration of such marks in the various States.

The Inter-American Trade Mark Bureau may also publish in its bulletin or separately, books, documents, information, studies, and articles concerning the protection of industrial property.

Article 6.

The acceptance, opposition, or refusal of a mark by the National Bureau of any one of the Contracting States shall be transmitted within ten days following the date of its receipt by the Inter-American Trade Mark Bureau to the administration of the State of origin of the application with a view to its communication to whom it may concern.

Article 7.

Changes in ownership of a mark communicated by the Bureau of the country of origin to the Inter-American Trade Mark Bureau and accompanied by the required fees shall be examined, entered in the register, and corresponding notice sent to the Bureaus of the other Contracting States in which the transfer is to take place, accompanied by the proper fees, all within the time herein fixed with respect to application.

D. Quando o solicitante requerer a côr como elemento distintivo de sua marca, trinta copias da marca impressa em papel, mostrando a côr, e uma breve descrição da mesma.

Artigo 3.

Dentro de dez dias depois de recebida da dita administração a materia exigida pelo Artigo 2, a Secretaria Inter-Americana de Marcas de Fabrica consignará toda a informação nos seus livros e informará á Secretaria Nacional dos ditos Estados do recebimento do pedido e do numero e da data do registro Inter-Americano.

Artigo 4.

Dentro de 30 dias após o dito recebimento, enviar-se-ão copias detalhadas do registro Inter-Americano ás Secretarias Nacionais dos Estados que tenham ratificado o Protocollo.

Artigo 5.

A Secretaria Inter-Americana de Marcas de Fabrica publicará um boletim periodico no qual apparecerão os dados abrangidos no certificado previsto na Secção C do Artigo 2 deste Regulamento e outrosim toda e qualquer informação que fór apropriada relativamente ao registro de marcas nos Diversos Estados.

A Secretaria Inter-Americana poderá tambem publicar no seu boletim ou separadamente livros, documentos, informações, estudos e artigos relativos á protecção da pro priedade industrial.

Artigo 6.

A aceitação, impugnação ou denegação de uma marca pela Secretaria Nacional de qualquer dos paizes contractantes será transmittida dentro de dez dias a partir da data do seu recebimento pela Secretaria Inter-Americana de Marcas de Fabrica á administração do Estado de origem do pedido no intuito de ser communicada a quem interessar possa.

Artigo 7.

As mudanças na posse de uma marca communicadas pela Secretaria do paiz de origem á Secretaria Inter-Americana de Marcas de Fabrica e acompanhadas dos emolumentos exigidos serão examinadas, passadas para o registro e será enviada a correspondente noticia ás Secretarias dos outros Estados Contractantes nos quaes terá de se effectuar a transferencia, acompanhada da competente taxa, tudo dentro do tempo especificado relativamente a requerimentos.

D. Lorsque le requérant désire revendiquer une certaine couleur comme élément distinctif de sa marque, trente exemplaires de la marque imprimée sur papier montrant cette couleur ainsi qu'une brève description de celle-ci.

Article 3.

Dans les dix jour qui suivent la réception de cette Administration des éléments requis à l'Article 2, le Bureau Interaméricain des Marques de Fabrique inscrira tous les renseignements sur ses registres et il informera le Bureau national de cet État de la réception de la demande, du numéro et de la date de l'enregistrement interaméricain.

Article 4.

Dans les trente jours qui suivent cette réception, des copies détaillées de l'enregistrement interaméricain seront envoyées aux Bureaux nationaux des États qui ont ratifié le Protocole.

Article 5.

Le Bureau Interaméricain des Marques de Fabrique publiera un bulletin periodique dans lequel figureront les données inclues dans le certificat auxquelles se réfère le paragraphe C de l'Art. 2 des présents Règlements, et aussi toutes autres informations utiles concernant l'enregistrement de ces marques dans les divers états.

Le Bureau Interaméricain des Marques de Fabrique peut aussi publier dans son bulletin ou séparément des livres, documents, renseignements, études et articles concernant la protection de la propriété industrielle.

Article 6.

L'acceptation, l'opposition ou le refus d'une marque par le Bureau national de l'un quelconque de États contractants sera transmis dans les dix jours suivant la date de sa réception par le Bureau Interaméricain des Marques de Fabrique, à l'Administration de l'État d'origine de la demande en vue de sa communication à tout intéressé.

Article 7.

Les changements de propriété d'une marque transmis par le Bureau du pays d'origine au Bureau Interaméricain des Marques de Fabriques et accompagnés des droits prévus seront examinés et enregistrés, et avis en sera envoyé aux Bureaux des autres états contractants dans lesquels le transfert doit avoir lieu en y joignant les droits correspondants; le tout dans le temps fixé respectivement à la demande.

Regulations—Continued.

Artículo 8.

El Director de la Oficina Interamericana de Marcas será nombrado por el Poder Ejecutivo del Estado en que la misma esté sita, entre abogados de experiencia en la materia y de solvencia moral reconocida. El Director podrá a discreción nombrar o remover los funcionarios o empleados de su Oficina, notificándolo al Gobierno de Cuba; y adoptar y promulgar los reglamentos, circulares, y disposiciones que considere convenientes para la buena marcha de la Oficina y que no sean incompatibles con este Protocolo.

Artículo 9.

La Oficina Interamericana de Marcas podrá emprender cualquiera investigación sobre marcas que el Gobierno de cualquiera de los Estados Contratantes le pueda encomendar, así como también estimular la investigación de los problemas, dificultades u obstáculos que puedan impedir el funcionamiento de la Convención General Interamericana de Protección Marcaria y Comercial o de este Protocolo.

Artículo 10.

La Oficina Interamericana de Marcas coadyuvará con los Gobiernos de los Estados Contratantes en la preparación del material para conferencias internacionales de esta índole; suministrará a dichos Estados cualesquiera indicaciones que considere de utilidad así como las opiniones que puedan pedírsele respecto a las modificaciones que deban introducirse en los pactos interamericanos o en las leyes relativas a las materias de que ella trata; y en general, facilitará el cumplimiento de los fines de este Protocolo.

Artículo 11.

La Oficina Interamericana de Marcas informará a los Gobiernos signatarios, cuando menos una vez al año, de los trabajos que haya efectuado o esté haciendo durante ese periodo.

Artículo 12.

La Oficina Interamericana de Marcas mantendrá en lo posible relaciones con otras oficinas de la misma índole, y con instituciones y organismos científicos e industriales, para el intercambio de publicaciones, informes y datos relacionados con el progreso del derecho con respecto a la protección marcaria, la defensa y protección de los nombres comerciales y la represión de la competencia desleal y de las falsas indicaciones de procedencia.

Article 8.

The Director of the Inter-American Trade Mark Bureau shall be appointed by the Executive Power of the State in which the Bureau is located, from among lawyers of experience in the subject matter and of recognized moral standing. The Director, at his discretion, may appoint or remove the officials or employees of his Bureau, giving notice thereof to the Government of Cuba; adopt and promulgate such other rules, regulations and circulars as he may deem convenient for the proper functioning of the Bureau and which are not inconsistent with this Protocol.

Article 9.

The Inter-American Trade Mark Bureau may carry on any investigation on the subject of trade marks which the Government of any of the Contracting States may request, and encourage the investigation of all problems, difficulties or obstacles which may hinder the operation of the General Inter-American Convention for Trade Mark and Commercial Protection, or of this Protocol.

Article 10.

The Inter-American Trade Mark Bureau shall cooperate with the Governments of the Contracting States in the preparation of material for international conferences on this subject; submit to those States such suggestions as it may consider useful, and such opinions as may be requested as to the modifications which should be introduced in the inter-American pacts or in the laws concerning these subjects and in general facilitate the execution of the purposes of this Protocol.

Article 11.

The Inter-American Trade Mark Bureau shall inform the signatory Governments at least once a year as to the work which the Bureau has done or is doing.

Article 12.

The Inter-American Trade Mark Bureau shall maintain as far as possible relations with similar offices and scientific and industrial institutions and organizations for the exchange of publications, information, and data relative to the progress of the law on the subject of the protection of trade marks, defense and protection of commercial names and suppression of unfair competition and false indications of origin.

Artigo 8.

O Director da Secretaria Inter-Americana de Marcas de Fabrica será nomeado pelo Poder Executivo do Estado em que estiver estabelecida a Secretaria, entre advogados de experiencia na materia e de reconhecida integridade moral. Compete ao Director nomear ou dispensar á sua discreção os funcionarios ou empregados da sua Secretaria, do que notificará ao Governo de Cuba; adoptar e promulgar quaesquer outras regras, regulamentos e circulares que julgar convenientes para o devido funcionamento da Secretaria e que não forem incompatíveis com esta Convenção.

Artigo 9.

A Secretaria Inter-Americana de Marcas de Fabrica poderá promover qualquer investigação sobre o assumpto de marcas de fabrica que o governo de qualquer dos Estados Contractantes solicitar, e animar a investigação de todos os problemas, difficuldades ou obstaculos que possam tolher a operação da Convenção Inter-Americana Geral para a Protecção de Marcas de Fabrica e Protecção Commercial.

Artigo 10.

Compete á Secretaria Inter-Americana de Marcas de Fabrica cooperar com os governos dos Estados Contractantes na preparação de materia para conferencias internacionaes sobre este assumpto; submitter aos referidos Estados as suggestões que julgar uteis, e os pareceres que lhe forem solicitados quanto ás modificações que deverão ser introduzidas nos pactos inter-americanos ou nas leis referentes a estes assumptos, e em geral facilitar a execução dos fins deste Protocollo.

Artigo 11.

Compete á Secretaria Inter-Americana de Marcas de Fabrica informar aos governos signatarios ao menos uma vez por anno quanto ao trabalho que a Secretaria tiver realizado ou que estiver effectuando.

Artigo 12.

Compete á Secretaria Inter-Americana de Marcas de Fabrica, até onde fór possível, manter relações com repartições de natureza semelhante e instituições e organizações scientificas e industriaes, com o fim de promover o intercambio de publicações, informações e dados relativamente ao progresso da lei sobre materias de protecção de marcas de fabrica, defesa e protecção de nomes commerciaes e suppressão de concurrencia desleal e falsas indicações de origem.

Article 8.

Le Directeur du Bureau Inter-américain des Marques de Fabrique sera désigné par le Pouvoir Exécutif de l'État dans lequel le Bureau est situé, parmi les avocats expérimentés en la matière et d'une moralité reconnue. Le directeur peut nommer ou congédier, à sa discrétion, les fonctionnaires et employés de son Bureau, en donnant avis au gouvernement de Cuba; adopter et promulguer telles autres règles, règlements et circulaires qu'il peut juger convenables au bon fonctionnement du Bureau et qui ne sont pas incompatibles avec ce Protocole.

Article 9.

Le Bureau Interaméricain des Marques de Fabrique peut se livrer à toute investigation au sujet des marques de fabrique que le Gouvernement de l'un des États contractants peut demander, et encourager l'étude de tous problèmes, difficultés ou obstacles qui font obstacle à la mise en oeuvre de la Convention Générale Interaméricaine pour la Protection des Marques de Fabrique et du Nom Commercial, ou de ce Protocole.

Article 10.

Le Bureau Interaméricain des Marques de Fabrique coopérera avec les Gouvernements des États contractants dans la préparation de la matière des conférences internationales sur ce sujet; il soumettra aux dits états telles suggestions qu'il peut considérer utiles et telles opinions qui peuvent être requises quant aux modifications qui devraient être introduites dans les pactes inter-américains ou dans les lois concernant ces questions, en général faciliter la réalisation des fins de ce Protocole.

Article 11.

Le Bureau Interaméricain des Marques de Fabrique renseignera les Gouvernements signataires, au moins une fois par an, sur le travail en cours ou accompli par le Bureau.

Article 12.

Le Bureau Interaméricain des Marques de Fabrique entretiendra autant que possible des relations avec les bureaux similaires et les institutions et organisations scientificas et industrielles pour l'échange de publications, de renseignements et documents relatifs au progrès de la loi sur la protection des marques de fabrique, la défense et la protection du nom commercial, la suppression de la concurrence déloyale et des fausses indications d'origine.

Artículo 13.

Regulations—Continued.

Este Reglamento podrá ser modificado en cualquier tiempo a solicitud de cualquiera de los Estados Contratantes o del Director de la Oficina, siempre que la modificación no infrinja la Convención General ni el Protocolo de que el Reglamento forma parte, y haya sido aprobada por el Consejo Directivo de la Unión Panamericana, después de circulada entre los Estados Contratantes por un período de seis meses antes de la aprobación por la Unión Panamericana.

Signatures.

En testimonio de lo cual los delegados arriba nombrados firman el presente Protocolo en español, inglés, portugués y francés, y estampan sus respectivos sellos.

Hecho en la ciudad de Washington a los veinte días del mes de febrero de mil novecientos veintinueve.

Article 13.

These Regulations may be modified at any time at the request of any of the Contracting States or the Director of the Bureau, provided that the modification does not violate the General Convention or the Protocol of which the Regulations form a part, and that the modification is approved by the Governing Board of the Pan American Union, after having been circulated among the Contracting States for a period of six months before submission for the approval of the Pan American Union.

In witness whereof the above named delegates have signed this Protocol in English, Spanish, Portuguese and French, and thereto have affixed their respective seals.

Done in the City of Washington on the twentieth day of February in the year one thousand nine hundred and twenty-nine.

[SEAL] A. GONZÁLEZ PRADA

[SEAL] EMETERIO CANO DE LA VEGA

[SEAL] JUAN VICENTE RAMÍREZ

[SEAL] GONZALO ZALDUMBIDE

[SEAL] FRANCISCO DE MOYA

[SEAL] R. J. ALFARO

[SEAL] JUAN B. CHEVALIER

[SEAL] P. R. RINCONES

[SEAL] MANUEL CASTRO QUESADA

[SEAL] F. E. PIZA

Artigo 13.

Este Regulamento poderá ser modificado em qualquer tempo a pedido de qualquer dos Estados Contractantes ou do Director da Secretaria, com tanto que a modificação não viole a Convenção Geral ou o Protocollo do qual elle faz parte, e que a dita modificação seja approvada pelo Conselho Director da União Pan-Americana, depois de ter circulado entre os Estados Contractantes durante um periodo de seis mezes antes de ser submettido á approvação da União Pan-Americana.

Em testemunho do que os delegados acima designados assignam este Protocollo em portuguez, inglez, hespanhol, e francez, e a elle appõem os seus respectivos sellos.

Dado na Cidade de Washington aos vinte dias do mez de fevereiro do anno mil e nove centos e vinte e nove.

Article 13.

Ces Règlements peuvent être modifiés à tout moment à la demande de l'un des États contractants ou du Directeur du Bureau, pourvu que la modification ne viole pas la Convention générale ou le Protocole dont les Règlements font partie, et que la modification soit approuvée par le Conseil d'Administration de l'Union Panaméricaine, après avoir été portée à la connaissance des États contractants six mois avant l'approbation de l'Union Panaméricaine.

En foi de quoi, les délégués sus-nommés ont signé le présent Protocole en francais, en espagnol, en anglais et en portugais et y ont apposé leurs sceaux respectifs.

Fait en la ville de Washington, le vingtième jour du mois de février de l'an mil neuf cent vingt-neuf.

[SEAL] GUSTAVO GUTIÉRREZ.

[SEAL] A. L. BUFILL

[SEAL] RAOUL LIZAIRE

[SEAL] PABLO GARCÍA DE LA PARRA

[SEAL] CARLOS DELGADO DE CARVALHO

[SEAL] F. SUÁSTEGUI

[SEAL] VICENTE VITA

[SEAL] CARLOS IZAGUIRRE V.

[SEAL] FRANCIS WHITE

[SEAL] THOMAS E. ROBERTSON

[SEAL] EDWARD S. ROGERS

Ratifications
exchanged.

AND WHEREAS the said Convention and the said Protocol have been duly ratified on the part of the United States of America and the instrument of ratification by the United States of America was deposited with the Pan American Union on February 17, 1931;

Ratified by
and Guatemala. Cuba

AND WHEREAS the said Convention and Protocol have been ratified by the Government of Cuba, whose instrument of ratification thereof was deposited with the Pan American Union on April 2, 1930; and the said Convention has been ratified by the Government of Guatemala, whose instrument of ratification thereof was deposited with the Pan American Union on December 30, 1929;

Proclamation.

NOW, THEREFORE, BE IT KNOWN THAT I, HERBERT HOOVER, President of the United States of America, have caused the said Convention and the said Protocol to be made public to the end that the same and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and the citizens thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-seventh day of February in the year of our Lord one thousand nine hundred [SEAL] and thirty-one, and of the Independence of the United States of America the one hundred and fifty-fifth.

HERBERT HOOVER

By the President:

HENRY L STIMSON
Secretary of State.

Pan American Trade
Mark Conference.

EIGHTH RESOLUTION ADOPTED BY THE PAN AMERICAN TRADE MARK CONFERENCE ON FEBRUARY 19, 1929

Glossary.

GLOSSARY

Resolution of
approval.

RESOLVED, That the following glossary be followed in the interpretation of terms contained in the General Inter-American Convention on Trade Mark and Commercial Protection, and in the Protocol on the Inter-American Registration of Trade Marks, approved by the Conference:

Nationals: persons; partnerships; firms; corporations; associations; syndicates, unions and all other natural and juridical persons entitled to the benefit of nationality of the contracting countries.

Persons: include not only natural persons but all juridical persons such as partnerships, firms, corporations, associations, syndicates and unions.

Marks or Trade marks: include manufacturing, industrial, commercial, agricultural marks, collective marks, and the marks of syndicates, unions and associations.

Collective marks: mean marks lawfully used by two or more owners.

Commercial names: include trade names, names of individuals, surnames, partnership firm and corporate names, and the names of syndicates, associations, unions and other entities recognized by the

laws of the Contracting States, and which are used in manufacturing, industry, commerce and agriculture to identify or distinguish the user's trade, calling or purpose.

Ownership: as applied to trade marks means the right acquired by registration in countries where the right to a trade mark is so acquired, and the right acquired by adoption and use in countries where the right to a trade mark is so acquired.

Owner or Proprietor: means the natural or juridical person entitled to ownership as above defined.

Deposit: means the filing of a trade mark in any Contracting Country other than the country of original registration.

Interfering mark or *Infringing mark*: means a mark which so resembles one previously registered, deposited, or used by another person as to be likely, when applied to goods, to cause confusion or mistake or to deceive purchasers as to their commercial source or origin.

Country of origin: means the country of original registration of the mark and not the country of the citizenship or domicile of the registrant or depositor.

Injunction: means a judicial order or process, operating upon the person, requiring the party to whom it is directed to do or (usually) refrain from doing some designated thing.

§: Wherever this sign is used it shall be understood to mean money which is legal currency in Cuba and which has a value equivalent to that of the dollar.