

Parcel post agreement between the United States of America and the Windward Islands. Signed at Grenada, May 20, 1935, at Washington, June 21, 1935; approved by the President, July 10, 1935.

May 20, 1935.
June 21, 1935.

AGREEMENT
between

THE POST OFFICE DEPARTMENT OF THE UNITED STATES OF AMERICA AND THE WINDWARD 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 Windward Islands (Grenada, St. Lucia, and St. Vincent), the undersigned, Postmaster General of the United States of America, and the Governor of the Windward Islands, by virtue of authority vested in them, have agreed upon the following articles:

Parcel post agreement with the Windward Islands.
Preamble.

I. LIMITS OF WEIGHT AND SIZE.

1. No parcel shall exceed 22 pounds in weight, 3 feet 6 inches (105 centimeters) in length, or 6 feet (180 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.

Basis of calculation.

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.

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 required.

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 it is recommended that 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.

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.

However, the use of only one customs declaration may be allowed for a single consignment of any number of uninsured parcels sent by the same sender to the same addressee at the same time.

No official responsibility for correctness.

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

Packing, etc.

4. Every parcel shall be packed in a manner adequate for the length of the journey and for the protection of the contents. Ordinary parcels may be closed by means of wax, lead seals, or otherwise.

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

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

Insured value.

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.

Labeling, etc., requirements.

6. Each insured parcel must be marked or labeled 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 labeled 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.

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, 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.

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

(c) Any live animals, except leeches. Live animals.

(d) Any article of which the admission is not authorised 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. Action to be taken.

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. Parcels subject to.

VI. METHOD OF EXCHANGE OF PARCELS.

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. 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 distinctive symbols as may from time to time be agreed upon. Insured parcels.

VII. BILLING OF PARCELS.

Billing of parcels.

1. The ordinary (uninsured parcels) included in each dispatch sent to the Windward Islands shall be advised on the parcel bill by the simple entry of their total number, according to the divisions of weight (a) up to 11 pounds and (b) over 11 up to 22 pounds. Ordinary.

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

2. Insured parcels shall be entered individually on separate parcel bills. The entries concerning each parcel shall show the insurance number, the office (and state or country) of origin. In the case of parcels sent to the United States of America, the bulk net weight of all the parcels must also be shown. In the case of parcels sent to the Windward Islands, an indication of the division of weight must also be shown the same as in the case of ordinary parcels. Insured.

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

4. The total amounts to be credited by one Administration to the other and the total number of sacks comprising each dispatch must also be shown on the parcel bills. Statement to accompany.

- Sent à découvert. 5. Parcels sent à découvert must be entered separately on the parcel bills.
- Numbering parcels by dispatching office. 6. Each dispatching office of exchange shall number the parcels 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.
- To be prepared in duplicate. 7. The parcel bills are prepared in duplicate. The original is sent in the regular mails, while the duplicate is inserted in one of the parcel sacks. The sack containing the parcel bill is designated by the letter "F", traced in a conspicuous manner on the label.
- Articles in transit. 8. 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.

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 sender on request.

IX. RESPONSIBILITY NOT ACCEPTED FOR ORDINARY PARCELS.

- No responsibility 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.

- 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 £20 when mailed in the Windward Islands.
- Fee. 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 Agreement.
- Other limits by agreement. 2. Every parcel containing coin, bullion, jewelry or any other precious article must be insured. If a parcel containing coin, bullion, jewelry 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 jewelry 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.
- Coin, jewelry, etc. 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.

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.

Return receipts and inquiries.

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.

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.

Complaint of irregularity.

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 requests.

XII. INDEMNITY.

Indemnity.

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

Allowance to sender.

Limitation.

While, as stated in the preceding paragraph, the Administrations are not obligated to pay indemnity in the case of loss or damage due to force majeure, either Administration may, at its option and without recourse to the other Administration, pay indemnity for loss or damage due to force majeure even in the cases where the Administration of the country in the service of which the loss or damage occurred recognises that the damage was due to force majeure.

Loss by force majeure.

2. 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 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 a third country.

3. In case an insured parcel originating in the United States or the Windward Islands addressed to the other country is forwarded or returned from the United States or the Windward 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 redispach of the parcel in the country of original address as the country in which the loss, rifling, or damage occurred is willing or obligated to pay under any agreement in force between the countries directly involved in the forwarding or return. Either country adhering to this Agreement which improperly forwards an insured parcel to a third country, shall be responsible therefor to the extent of 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.

- 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. 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, nor for parcels seized by the Customs because of false declaration of contents.
- 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 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.
- Reimbursement of postage, etc., on loss of parcel. 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.
- 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.
- Declared above real value, 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 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.
- Deferred payment. 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.
- Country of origin may pay, if country of destination delays 9 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.

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 six 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.

Reimbursements on 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.

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 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.

Dispatching office responsible if loss discovered by receiving office.

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.

Loss in transit.

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.

Sender responsible for proper packing, etc.

XIII. TRANSIT PARCELS.

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.

Rights 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.

Other requirements.

XIV. CHECK BY OFFICE OF EXCHANGE.

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 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.

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.

Duplicate 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.

Noting of damage, etc., to registered, etc., parcels.

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

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

Customs and delivery charges.

1. The Administration of the country of destination may collect from the addressee, for the fulfilment of customs formalities and delivery at his residence, a charge not exceeding 20 cents (100 gold centimes) per parcel, as well as a supplementary charge of 10 cents (50 gold centimes) per parcel for each new presentation, when the first presentation has been unsuccessful.

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.

XVI. REDIRECTION.

Prescribed 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.

Collecting 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, that is, insured) 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.

Restriction as to another 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 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 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.

Indemnity for loss, etc.
Ante, p. 3233.

Charges other than those prescribed.

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

Not to be collected.

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.

XVIII. NON-DELIVERY.

1. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification. New postage as well as new insurance fees, in the case of insured parcels (which must be returned in the same kind of mail as received) may be collected from the sender and retained by the Administration making the collection.

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

XIX. CUSTOMS CHARGES TO BE CANCELLED.

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

XX. 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 the customs or other charges by the reforwarding Administration. Missent insured parcels shall not be forwarded to their destination unless than can be forwarded as insured mail. If they cannot be forwarded as insured mail, they shall be returned to the country of origin.

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

Non-delivery.

Return to sender.

New postage, fees, etc.

Requests from sender allowed.

Marks.

Time for returning undeliverable parcels.

Perishable articles.

Sale of abandoned parcels.

Customs charges.

Cancellation, if parcel destroyed, etc.

Retransmission.

Ordinary parcels.

Insured.

Credits refund.

Reforwarding through a third country.

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

Receptacles.

XXI. 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.

XXII. CHARGES.

Terminal credits. Windward Islands.

1. For each parcel, ordinary or insured, sent to the Windward Islands payment shall be made as follows:

For parcels weighing not over 11 pounds, 1 franc gold,

For parcels over 11 up to 22 pounds, 2 francs gold,

United States.

For each parcel, ordinary or insured, sent to the United States of America; payments shall be made as follows:

6 cents per pound, based on the bulk net weight of each dispatch.

Modifications allowed.

These terminal charges may be reduced or increased on 3 months' previous notice given by one country to the other. These reductions or increases shall hold good for at least one year.

Parcels to a possession or to a third country.

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 intermediary Administration.

Recovering unpaid charges.

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

(a) The charges prescribed by section 1 above;

(b) The charges for reforwarding or return.

In case of reforwarding or return to a third country, the charges mentioned shall follow the parcel, but in case the third country concerned refuses to assume the charges because they cannot be collected from the addressee or sender, as the case may be, or for any other reason, they shall be charged back to the country of origin.

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

Retention of fees.

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.

Accounting.

XXIII. ACCOUNTING.

Terminal parcels.

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 dispatched.

2. Transit parcels.

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

Transit parcels.

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.

Accounts submitted to examination.

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.

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.

XXIV. MATTERS NOT PROVIDED FOR IN THE AGREEMENT.

Matters not provided for.

1. All matters concerning the obtaining and disposition of return receipts for insured parcels 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 insofar as they are applicable and not inconsistent with the provisions of this Agreement, and then, if no other arrangement has been made, the internal legislation, regulations, and rulings of the United States of America and the Windward Islands, according to the country involved, shall govern.

Application of Universal Postal Union. Vol. 46, p. 2523.

Ante, p. 2741.

2. The Postmaster General of the United States of America and the Governor of the Windward 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-delivery charges should both countries at any time desire such services.

Agreement on details.

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.

Mutual notice of postal laws, etc.

XXV. DURATION OF AGREEMENT.

1. This Agreement substitutes and abrogates that signed at Washington on January 24, 1892, and shall take effect and operations thereunder shall begin on a date to be mutually settled between the Administrations of the two countries.

Former convention abrogated. Vol. 27, p. 941.

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.

Duration.

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.

Discretionary discontinuance of insurance service.

Signatures.

3. Done in duplicate and signed at Grenada the 20th day of May, 1935, and at Washington the 21st day of June 1935.

[SEAL]

S. M. GRIER,
Governor of the Windward Islands.

[SEAL]

JAMES A. FARLEY
Postmaster General of the United States of America.

Approval
President.

by the

The foregoing Agreement between the Post Office Department of the United States of America and the Windward Islands for the direct exchange of parcels by parcel post 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]

FRANKLIN D. ROOSEVELT

By the President:

CORDELL HULL
Secretary of State.

WASHINGTON, July 10, 1935.