Palestine

PARCEL POST

Agreement signed at Jerusalem May 10, 1943, and at Washington September 6, 1944 [1]
Approved and ratified by the President of the United States September 25, 1944
Entered into force September 25, 1944
Obsolete [2]

58 Stat. 1522; Executive Agreement Series 439

PARCEL POST AGREEMENT BETWEEN PALESTINE AND THE UNITED STATES OF AMERICA

The Postal Administrations of Palestine and of the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) agree to effect a regular direct exchange of parcels between Palestine and the United States of America.

AGREEMENT

ARTICLE I

Limits of weight and size

1. A parcel for the United States of America posted in Palestine shall not exceed 22 pounds in weight, 3 feet 6 inches in length, and 6 feet in length and girth combined; and a parcel for Palestine posted in the United States of America shall not exceed 10 kilograms in weight, 1.05 meters in length, and 1.80 meters in length and girth combined.

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

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[1] For detailed regulations for carrying out the agreement, see 58 Stat. 1532 or p. 12 of EAS 439.

[2] The United Kingdom relinquished its Mandate over Palestine on May 15, 1948, and the independence of the State of Israel was proclaimed effective that date.

Article II

Transit of parcels

1. The two Administrations guarantee the right of transit for parcels over their territory to or from any country with which they respectively have parcel-post communication.

2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions to which the parcels are subject. Transit parcels shall be subject to the provisions of this Agreement and the Detailed Regulations [3] so far as they are applicable.

Article III

Prepayment of postage

The prepayment of the postage on a parcel shall be compulsory except in the case of a redirected or returned parcel.

Article IV

Territorial and maritime credits

1. The territorial credit due to Palestine for parcels addressed for delivery in the service of its territory shall be 0.75 franc for each parcel up to 1 kilogram in weight, 1.10 franc for each parcel over 1 up to 3 kilograms in weight, 1.50 franc for each parcel over 3 up to 5 kilograms in weight, and 3.00 francs for each parcel over 5 up to 10 kilograms in weight.

2. The territorial credit due to the United States of America for parcels addressed for delivery in the service of its territory shall be as follows, computed on the bulk net weight of each dispatch:

For parcels addressed to the United States of America (continent) 0.70 franc per kilogram.

The combined territorial and maritime credits due to the United States of America for parcels addressed for delivery in the service of its possessions are as follows:

For parcels addressed to Alaska, 2.20 francs per kilogram.

For parcels addressed to Puerto Rico and the Virgin Islands, 1.05 franc per kilogram.

For parcels addressed to Samoa, Guam, and Hawaii, 1.85 franc per kilogram.

3. Each Administration reserves the right to vary its territorial rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel-post relations with other countries generally.

4. Three months' advance notice must be given of any increase or reduction of the rates mentioned in Sections 1 and 2 of this article. Such reduction or increase shall be effective for a period of not less than one year.

[3] See footnote 1, p. 651.

Article V

Sea rate

Each of the two Administrations shall be entitled to fix the rate for any sea service which it provides.

Article VI

Fee for clearance through the Customs

Each of the two Administrations may collect, in respect of delivery to the Customs and clearance through the Customs, or in respect of delivery to the Customs only, a fee not exceeding 50 centimes per parcel or such other fee as it may from time to time fix for similar services in its parcel-post relations with other countries generally.

Article VII

Delivery to the addressee

Fee for delivery at the place of address

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. Each country may collect in respect of delivery of parcels to the addressee a fee not exceeding 50 centimes per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

Article VIII

Customs and other non-postal charges

Customs charges and all other non-postal charges shall be paid by the addressees of parcels, except as provided otherwise in this Agreement.

Article IX

Warehousing charge

Each of the two Administrations may collect any warehousing charge fixed by its legislation for a parcel which is addressed "Poste Restante" or which is not claimed within the prescribed period.

This charge shall in no case exceed 5 francs.

Article X

Prohibitions

1. Postal parcels must not contain any letter, note, or document having the character of an actual and personal correspondence, or packets of any kind bearing an address other than that of the addressee of the parcel or of persons dwelling with him.

It is, however, permissible 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.

2. It is also forbidden to enclose in a parcel:

(a) Articles which from their nature or packing may be a source of danger to postal employees, or may soil or damage other parcels.

(b) Explosive, inflammable, or dangerous substances (including loaded metal caps, live cartridges, and matches).

(c) Live animals (except bees, which must be enclosed in boxes so constructed as to avoid all danger to postal employees and to allow the contents to be ascertained).

(d) Articles the admission of which is forbidden by law or by the customs or other regulations.

(e) Articles of an obscene or immoral nature.

It is, moreover, forbidden to send coin; platinum, gold, or silver, whether manufactured or unmanufactured; precious stones, jewelry, or other precious articles in uninsured parcels.

3. A parcel which has been wrongly admitted to the post shall be returned to the country of origin, unless the Administration of destination is authorized by its legislation to dispose of it otherwise.

Nevertheless, the fact that a parcel contains a letter or communication which constitutes an actual and personal correspondence shall not, in any case, entail its return to the country of origin.

4. Explosive, inflammable, or dangerous substances and articles of an obscene or immoral nature shall not be returned to the country of origin; they shall be disposed of by the Administration which has found them in the mails in accordance with its own internal regulations.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Administration of origin shall be informed as to the precise treatment accorded to the parcel in order that it may take such steps as are necessary.

Article XI

Advice of delivery

1. The sender may obtain an advice of delivery for an insured parcel under the conditions prescribed for postal packets by the Convention of the Universal Postal Union. An advice of delivery cannot be obtained for an uninsured parcel.

2. The Administration of origin may collect from the sender who requests an advice of delivery, such fee as may from time to time be prescribed by its regulations.

ARTICLE XII

Redirection

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Administration of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may be redirected from one of the two countries which are parties to this Agreement to a third country provided that the parcel complies with the conditions required for its further conveyance and provided, as a rule, that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges levied in respect of redirection and not paid by the addressee or his representative shall not be canceled in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender as the case may be, without prejudice to the payment of any special charges incurred which the Administration of destination does not agree to cancel.

ARTICLE XIII

Missent parcels

Parcels received out of course, or wrongly allowed to be dispatched, shall be retransmitted or returned in accordance with the provisions of Article 1, Section 2, and Article 15, Sections 1 and 2, of the Detailed Regulations.

ARTICLE XIV

Nondelivery

1. The sender may request at the time of posting that, if the parcel cannot be delivered as addressed, it may 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 dispatch note 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 . . . . ."

The same request must also be written on the cover of the parcel.

2. 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 and at his expense thirty days after its arrival at the office of destination.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

3. The charges due on returned undeliverable parcels shall be recovered in accordance with the provisions of Article XXIX.

Article XV

Cancelation of customs charges

Both parties to this Agreement undertake to urge their respective Customs Administrations to cancel Customs charges on parcels which are returned to the country of origin, or redirected to a third country.

Article XVI

Sale. Destruction

Articles of which the early deterioration or corruption is to be expected, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If for any reason, a sale is impossible, the spoilt or putrid articles shall be destroyed.

Article XVII

Abandoned parcels

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its legislation. No claim shall be made by the Administration of destination against the Administration of origin in respect of such parcels.

Article XVIII

Inquiries

1. A fee not exceeding 60 centimes may be charged for every inquiry concerning a parcel.

No fee shall be charged if the sender has already paid the special fee for an advice of delivery.

2. Inquiries shall be admitted only if made by the sender within the period of one year from the day following the date of posting of the parcel.

3. When an inquiry is the outcome of an irregularity in the postal service, the inquiring fee shall be refunded.

Article XIX

Insured parcels. Rates and conditions

1. Parcels may be insured up to a limit of $100 when mailed in the United States of America and £20 when mailed in Palestine.

2. The Administration of origin is entitled to collect from the sender of an insured parcel, an insurance fee fixed according to its internal regulations.

3. The Administration of origin is also entitled to collect from the sender of an insured parcel a dispatch fee not exceeding 50 centimes.

4. A receipt must be given free of charge at the time of posting to the sender of an insured parcel.

ARTICLE XX

Fraudulent insurance

The insured value may not exceed the actual value of the contents of the parcel, but it is permitted to insure only part of this value.

The fraudulent insurance of a parcel for a sum exceeding the actual value shall be subject to any legal proceedings which may be admitted by the laws of the country of origin.

A parcel of which the contents have no pecuniary value may, however, be insured for a nominal sum in order to obtain the safeguards of the insurance system.

ARTICLE XXI

Responsibility for loss, damage, or abstraction

1. Except in the cases mentioned in the following article, the two Administrations shall be responsible for the loss of insured parcels only, and for the loss, damage, or abstraction of their contents or of a part thereof.

The sender or other rightful claimant is entitled under this head to compensation corresponding to the actual amount of the loss, damage or abstraction. The amount of compensation for an insured parcel shall not exceed the amount for which it was insured.

In cases where the loss, damage, or abstraction occurs in the service of the country of destination, the Administration of destination may pay compensation to the addressee at its own expense and without consulting the Administration of origin; provided that the addressee can prove that the sender has waived his rights in the addressee's favor.

2. In calculating the amount of compensation, indirect loss or loss of profits shall not be taken into consideration.

3. Compensation shall be calculated on the current price of goods of the same nature at the place and time at which the goods were accepted for transmission or, in the absence of current price, on the ordinary estimated value.

4. Where compensation is due for the loss, destruction, or complete damage of an insured parcel or for the abstraction of the whole of the contents, the sender is entitled to return of the postage also, if claimed.

5. In all cases, insurance fees and, if the case arises, the dispatch fee shall be retained by the Administrations concerned.

6. In the absence of special agreement to the contrary between the countries involved, which agreement may be made by correspondence, no indemnity will be paid by either country for the loss of transit insured parcels; that

is, parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries, or parcels originating in one of the two contracting countries and destined for a country not participating in this Agreement.

7. When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country, at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination can lay claim in such a case only to the indemnity which the country where the loss, rifling, or damage occurred consents to pay, or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin; that is, within the limits of the present Agreement.

Article XXII

Exceptions to the principle of responsibility

The two Administrations shall be released from all responsibility:

(a) In cases beyond control (force majeure).

(b) When, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through a cause beyond control (force majeure).

(c) When the damage has been caused by the fault or negligence of the sender, or when it arises from the nature of the article.

(d) For parcels of which the contents fall under the ban of one of the prohibitions mentioned in Article X.

(e) For parcels which have been fraudulently insured for a sum exceeding the actual value of the contents, or for parcels seized by the Customs for false declaration of contents.

(f) In respect of parcels regarding which the sender has not made inquiry within the period prescribed by Article XVIII.

(g) In respect of any parcels containing precious stones, jewelry, or any article of gold, silver, or platinum exceeding $500 or £100 in value not packed in a box of the size prescribed by Article 6, Section 3, of the Detailed Regulations.

(h) For parcels which contain matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

ARTICLE XXIII

Termination of responsibility

The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the owners or their agents have accepted delivery without reservation.

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

ARTICLE XXIV

Payment of compensation

The payment of compensation shall be undertaken by the Administration of origin except in the cases indicated in Article XXI, Section 1, where payment is made by the Administration of destination. The Administration of origin may, however, after obtaining the sender's consent, authorize the Administration of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

ARTICLE XXV

Period for payment of compensation

1. Compensation shall be paid as soon as possible and, at the latest, within one year from the day following the date of the inquiry.

2. The Administration responsible is authorized to settle with the claimant on behalf of the other Administration if the latter, after being duly informed of the application, has let nine months pass without giving a decision in the matter.

3. The Administration responsible for making payment may, exceptionally, postpone it beyond the period of one year when a decision has not yet been reached upon the question whether the loss, damage, or abstraction is due to a cause beyond control.

ARTICLE XXVI

Incidence of cost of compensation

1. Until the contrary is proved, responsibility shall rest with the Administration which, having received the parcel from the other Administration without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or his agent, or other proper disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and after it has been

regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs; unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If, in the case of a parcel dispatched from one of the two countries for delivery in the other, the loss, damage, or abstraction has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear the amount of compensation in equal shares.

4. By paying compensation, the Administration concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

Article XXVII

Repayment of compensation to the Administration of origin

The Administration responsible or on whose account the payment is made in accordance with Article XXIV is bound to repay the amount of the compensation within a period of six months after notification of payment. The amount shall be recovered from the Administration responsible through the accounts provided for in Article 21 of the Detailed Regulations.

The Administration which has been duly proved responsible and which has originally declined to pay compensation is bound to bear all the additional charges resulting from the unwarranted delay in payment.

Article XXVIII

Credits for conveyance

For each parcel dispatched from one of the two countries for delivery in the other the dispatching office shall allow to the office of destination the rates which accrue to it by virtue of the provisions of Article IV and V.

For each parcel dispatched from one of the two countries in transit through the other the dispatching office shall allow to the other office the rates due for the conveyance and insurance of the parcel.

Article XXIX

Claims in case of redirection or return

In case of redirection or of return of a parcel from one country to the other, the retransmitting Administration shall claim from the other Administration

the charges due to it and to any other Administration taking part in the redirection or return. The claim shall be made on the parcel bill relating to the mail in which the parcel is forwarded.

ARTICLE XXX

Charge for redirection in the country of destination

In case of further redirection or of return to the country of origin, the redirection charge prescribed by Article XII, Section 1, shall accrue to the country which redirected the parcel within its own territory.

ARTICLE XXXI

Miscellaneous fees

The following fees shall be retained in full by the Administration which has collected them:

(a) The fee for advice of delivery referred to in Article XI.

(b) The inquiry fee referred to in Article XVIII, Section 1.

(c) The dispatch fee for an insured parcel referred to in Article XIX, Section 3.

(d) The fee for customs clearance referred to in Article VI.

(e) The delivery fee referred to in Article VII.

ARTICLE XXXII

Insurance fee

In respect of insured parcels the Administration of origin shall allow to the Administration of destination for territorial service a rate of 5 centimes for each insured parcel. If the Administration of destination provides the sea service, the Administration of origin shall allow an additional rate of 10 centimes for each insured parcel.

ARTICLE XXXIII

Miscellaneous provisions

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Universal Postal Union Convention.

2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement; except by mutual consent of the two Administrations.

3. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

4. The two Administrations have drawn up the following Detailed Regulations for insuring the execution of the present Agreement. Further

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matters of detail, not inconsistent with the general provisions of this Agreement and not provided for in the Detailed Regulations may be arranged from time to time by mutual consent.

5. The internal legislation of Palestine and of the United States of America shall remain applicable as regards everything not provided for by the stipulations contained in the present Agreement and in the Detailed Regulations for its execution.

ARTICLE XXXIV

Entry into force and duration of the Agreement

This Agreement shall come into force on ratification but, pending ratification, it may be put into force administratively on a date to be mutually settled between the Administrations of the two countries; and it shall remain in operation until the expiration of one year from the date on which it may have been denounced by either of the two Administrations.

In witness whereof the undersigned, duly authorized for that purpose, have signed the present Agreement, and have affixed their seals thereto.

Done in duplicate and signed at Washington, on the sixth day of September 1944, and at Jerusalem, on the tenth day of May 1943.

K. P. ALDRICH [SEAL]
Acting Postmaster General of the United States of America

G. H. WEBSTER [SEAL]
Postmaster General of Palestine

[For detailed regulations for carrying out the agreement, see 58 Stat. 1532 or p. 12 of EAS 439.]