

Legal

Jap. Doc. No. 681

Subject. Preliminary Contract of Loan for four Manchu-Mongolian }
Railway Sep 28, 1918 }
滿蒙四鐵道借款豫備契約 大正7.9.28.

Defence Counsel *Chora* Phase *Manchuria*

Certification. is attached to this.
will be lately completed.

Priority *Express*

(A) ~~only~~
~~no official translation is attached to this.~~

(B) ~~Translation for reference is not attached~~
~~Translation for reference is not attached~~

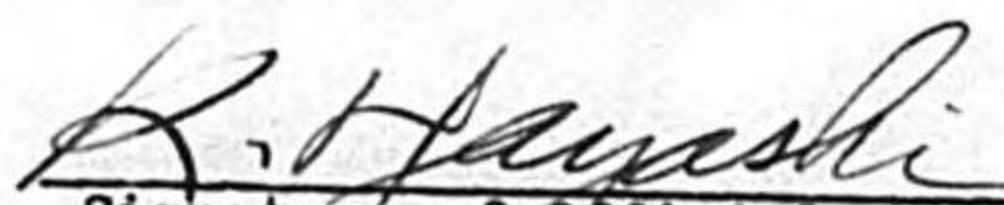
Ref No. 781

C E R T I F I C A T E

Statement of Source and Authenticity

I, HAYASHI, Kaoru, Chief of the Archives Section, Japanese Foreign Office, hereby certify that the document hereto attached in Japanese consisting of 5 pages and entitled "PRELIMINARY CONTRACT OF LOAN FOR FOUR MANCHU-MONGOLIAN RAILWAY, SEPTEMBER 28, 1918" is an exact and true copy of a book entitled "COLLECTION OF TREATIES CONCERNING MANCHURIA RAILWAY" in the custody of Japanese Foreign Office.

Certified at Tokyo,
on this 30th day of January, 1947.


Signature of Official

Witness: Nagaharu Odo

滿蒙四鐵道借款豫備契約

一九一八年九月二十八日

大正七年九月二十八日

民國七年九月二十八日

正文書 邦語及支語

第一節 如故 無向 非南 和語 後出

長春ヨリ洮南ニ至ル鐵道

中華民國政府(以下政府ト稱ス)ハ熱河ヨリ洮南ニ至ル鐵道吉
林ヨリ海龍ヲ經テ開原ニ至ル鐵道熱洮鐵道ハ一地点ヨリ某海
港ニ達スル鐵道(以下滿蒙四鐵道ト稱ス)ヲ建設スル為株式會

社日本興業銀行ヲ代表者トスル株式會社日本興業銀行株式會社臺灣銀行及朝鮮銀行ノ三行(以下銀行ト稱ス)トノ間ニ借款契約ノ締結ヲ目的トシテ左ノ豫備契約ヲ作成ス

第一條 政府ハ熱河、北南間、長春、北南間、吉林、開原間及熱北鐵道ノ一地点ヨリ某海港ニ達スル鐵道建設ニ要スル一切ノ資金ヲ中華民國政府熱北鐵道金貨公債、長北鐵道金貨公債、吉開鐵道金貨公債、某々鐵道金貨公債(以下滿蒙四鐵道金貨公債ト稱ス)ニ依リ銀行ニテ調達スルコトヲ認准ス但シ熱北鐵道ノ一地点ヨリ某海港ニ達スル鐵道ノ線路ハ政府ト銀行ノ協議ニ依リ決定スヘシ

第二條 政府ハ速ニ滿蒙四鐵道ノ建設費其ノ他一切ノ必要ナル費用ヲ定メ銀行ノ同意ヲ求ムヘシ

第三條 滿蒙四鐵道金貨公債ノ期限ハ四十箇年トシ元金ノ償還ハ公債發行ノ日ヨリ起算シ第十一年目ヨリ之ヲ開始シ年賦償還ノ方法ニ依ルモノトス

第四條 政府ハ滿蒙四鐵道借款本契約締結ト共ニ工事進行ノ計畫ヲ銀行ト協定シ其ハ協定ニ依リテ鐵道建設ニ著手シ速成ヲ圖ルモノトス

第五條 政府ハ滿蒙四鐵道金債公債ノ元利金支拂ニ對スル擔保トシテ在任通銀行ニ提供スルモノトス
現在及將來ニ於テ滿蒙四鐵道ニ屬スル財產一切並其ノ收入

政府ハ銀行ノ承諾ヲ得ルニ非サレハ前項ノ財產又ハ收入ヲ擔保トシテ又保證物トシテ他人ニ提供スルコトヲ得サルモノトス

第六條 滿蒙四鐵道金債公債ノ發行價格及公債利率ハ政府手取金額ハ發行當時ノ狀況ニ依リ成ルル政府ニ有利ナル主義ヲ以テ協定スルモノトス

第七條 前各條ニ規定スル條件ニ就テハ政府ハ銀行ト協定スルモノトス

第八條 滿蒙四鐵道借款本契約ハ本豫備契約ヲ基礎トシ

其ノ成立トキヨリ四箇月以内ニ之ヲ締結スルモノトス

第九條 銀行ハ豫備契約成立ト同時ニ政府ニ對シ日本金

貳千萬圓ヲ前貸スルモノトス但シ前貸金五八無手数料

料ニ充交付スルモノトス

第十條 本前貸金ノ利子ハ年八分即チ日本金一百圓ニ付日

本金八圓ノ割合ヲ以テ支拂フモノトス

第十一條 本前貸金ハ政府ノ發行スル國庫證券ノ割引ノ力

法ニ依リ之ヲ交付スルモノトス

第十二條 前條國庫證券ハ滿六箇月毎ニ切換ヘ發行シ其ノ

都度滿六箇月分ノ利子ニ相當スル金額ヲ銀行ニ支拂

フモノトス

第十三條 政府ハ滿蒙四鐵道借款本契約成立ノ後本公債ノ

募集ニヨリ得タル資金ヲ以テ優先ニ且邊還還テ本前

貸金ヲ返済スルモノトス

第十四條 本前貸金ノ交付返濟並利子ノ支拂其ノ他總テ

受渡ハ日本東京ニ於テ之ヲ為スモノトス

本豫備契約書ハ日華兩文ヲ以テ各ニ通ヲ作成調印シ
政府銀行互ニ各一通ヲ保有スルモノトス若シ本豫備契約
ニ關シ解釋上疑義ヲ生シタルトキハ日本本文契約書ニ依リ
解釋スルモノトス

日本帝國大正七年九月二十八日

中華民國七年九月二十八日

株式會社日本興業銀行副總裁 小野英二郎
中華民國特命全權公使 章宗祥

Def. Doc. # 781

C E R T I F I C A T E

Statement of Source and Authenticity

I, Hayashi, Kaoru, Chief of the Archives Section, Japanese Foreign Office, hereby certify that the document hereto attached in English consisting of 4 pages and entitled "Preliminary agreement for a loan for railways in Manchuria and Mongolia, September 28, 1918" is an exact and true excerpt from "Treaties and agreements with and concerning China 1894-1919, Mac Murray volumen II Republican Period (1912-1919)", in the custody of Japanese Foreign Office"

Certified at Tokyo,
on this 13th day of March 1947.

/S/ K. Hayashi
Signature of Official

Witness : K. Urabe /S/

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Japanese Foreign Office"

Certified at Tokyo,

on this 18th day of March 1947.

K. Hayashi
Signature of Official

Witness :

H. Urabe

Preliminary Agreement For a Loan ^{for} ~~the~~ railway in Manchuria and Mongolia. -- September 25, 1915.

The following preliminary agreement has been concluded between the Government of the Chinese Republic (hereinafter called the Government) and the Industrial Bank of Japan, representing the Industrial Bank of Japan, the Bank of Taiwan and the Bank of Chosen (hereinafter called the Banks), with the object of concluding a loan contract for the purpose of building a railway between Jehol and Tsaoan, a railway between Chungchuan and Tsaoan, a railway between Kirin and Kailuan by way of Tailing, and a railway from a point on the Jehol-Tsaoan Railway to a certain seaport (hereinafter called the Four Railway of Manchuria and Mongolia).

Article 1. -- The Government shall permit the Banks to raise all the funds required for building the Jehol-Tsaoan, Chungchuan-Tsaoan, Kirin-Kailuan Railways, and the railway between a point on the Jehol-Tsaoan Railway to a certain seaport, by means of Chinese Government bonds of the Jehol-Tsaoan Railway, bonds of the Chungchuan-Tsaoan Railway, bonds of the Kirin-Kailuan Railway, and bonds of the ... railway respectively (hereinafter called the gold bonds of the Four Manchurian and Mongolian Railways). Provided, however, that the route of the railway from a point on the Jehol-Tsaoan Railway to a certain seaport shall be decided upon by consultation between the Government and the Banks.

Article 2. -- The Government shall specify determine the
extent for constructing the Four Railways of Manchuria and
Mongolia and other expenses necessary, and shall obtain the
approval of the Banks.

Article 3. -- The term of the said loan of the Four Rail-
ways of Manchuria and Mongolia shall be forty years. The pay-
ment of the principal, to be funded by annual instalments, shall
begin after eleven years, counting from the day of the issue
of the loan.

Article 4. -- With the conclusion of the loan contract, the
Government shall consult the Banks as to the plan of work to be
carried out according to the plan agreed upon, with a view to speedy
construction.

Article 5. -- The Government shall offer the following as
security for the payment of the principal and inter-
est on the loans: -- All the property and revenue of the Four
Railways of Manchuria and Mongolia, at present and in the future.

The Government shall not offer the above-mentioned property
and revenue to other parties unless the approval of the Banks is
obtained.

Article 6. -- The issue price, interest, and amount to be
received by the Government, and other conditions, shall be agreed
upon between the parties on as favorable terms as possible to the
Government when the loan is issued.

Article 7. -- Matters which are not provided for in the fol-
lowing articles shall be agreed upon by consultation between the

Government and the Banks.

Article 3. -- A formal loan contract shall be concluded within four months after the conclusion of the present preliminary agreement.

Article 4. -- With the conclusion of the preliminary contract the Banks shall advance twenty million yen of Japanese currency to the Government. The advance shall be delivered without charge and any commission.

Article 5. -- Interest on the advance shall be at a rate of eight per cent. per annum or Yen Eight per Yen 100.

Article 6. -- The advance shall be delivered in the form of the discount of Treasury bills issued by the Government.

Article 7. -- The Treasury bills mentioned in the preceding article shall be renewed every six months, and an amount shall be paid into the banks equal to six months' interest.

Article 8. -- After the final agreement for the loan for the ^{in Mar-} Far East, Africa, and Mongolia has been effected, the Government shall repay previous advances preferentially and without delay from the funds obtained by the issue of a public loan.

Article 9. -- The collection, repayment, payment of interest, and all other operations of the previous advances, shall be made at Tokyo, Japan.

Two sets each in Japanese and Chinese of the preliminary agreement shall be prepared and signed, and the Government and the Banks shall retain a copy of each.

In case a dispute should arise concerning the interpretation of this preliminary agreement, it shall be interpreted according to the Japanese text.

September 28, 7th Year of Heisei.

))(Signature) Industrial Dept. of Japan,
Eijiro Ono.

Minister.

Chang Tsang-shung,

Extraordinary and Minister
Plenipotentiary of China.