

Ref No #1786

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 5 pages and entitled "Agreement concerning the
Hsinmin-Mukden and Kirin-Changchun
Railways, April 15, 1907"

is an exact and true excerpt from "Treaties and Agreements
with and Concerning China 1894-1919 Mac Murray volume I
Manchu Period (1894-1911)" in the custody of
Japanese Foreign Office"

Certified at Tokyo,

on this 15th day of March 1947.

K. Hayashi
Signature of Official

Witness: K. Urabe

(5)

776

Agreement Concerning the Hsinmin-Mukden and Kirin-Ch'angch'un
Railways. -- April 15, 1907.

Gonsuke Hayashi, Envoy Extraordinary and Minister Plenipotentiary of Japan, and Na-t'ung, Ch'u Hungehi, and Tong Shao-i, Ministers of the Imperial Chinese Board of Foreign Affairs, having been appointed thereto by their respective governments, have agreed upon the following Articles:--

I. The Chinese Government, being desirous of purchasing the Hsin-min Fu-Mukden Railway, constructed by Japan, hereby agrees that the purchase price thereof shall be Japanese Gold Yen 1,660,000, to be paid through the Yokohama Specie Bank at Tientsin.

The status of this railway shall be changed by the Chinese Government to that of the lines built by China herself, and it is agreed that one-half of the capital needed for that part of the line east of the Liao River shall be borrowed from the South Manchuria Railway Company.

II. The Chinese Government, being about to construct a railway line herself from Kirin to Changchun Fu, agrees to borrow from the aforesaid Company one-half of the capital needed for this work.

III. The conditions of the loans provided for in Articles I and II, with the exception of the periods within which they are to be repayable, shall be in all respects similar to those of the loan contracts of the Railways Inside and Outside Shan-hai Kuan. The most important conditions are mentioned below.

The regulations for the management of the railway lines shall correspond with the methods at present employed by the General Office of the Railway Lines Inside and Outside Shan-hai Kuan.

(a) The periods within which the loans shall be repaid shall be for that part of the Hsin-mia-Mukden Line east of the Liao River 18 years,

and

for the Kirin-Changchun Line 25 years.

No repayment in full of these loans shall be allowed before the expiration of the periods named.

(b) The security for the loan from the South Manchuria Railway Company for that part of the Hsin-mia-Mukden Line east of the Liao River shall be the real property of the aforesaid section and its earnings.

The security for the mercantile shares to be issued by the Kirin-Changchun Railway Administration as well as for the loan to be made from the South Manchuria Railway Company shall be the real property of the said railway and its earnings.

So long as these loans are not repaid by the Chinese Government, the aforesaid property and earnings of the above-named lines shall not be pledged as security for any other loan.

During the periods of these loans the Chinese Government agrees that the buildings, machinery, rolling-stock, and road-bed of the section of the Hsin-mia-Mukden Railway east of the Liao River and of the Kirin-Changchun railway shall be kept in good condition, and furthermore that such additions will be made to the rolling-stock from time as may be required to satisfy demands of the traffic.

If the Kirin-Changchun Line should hereafter build branch lines or an extension, the construction of such lines shall rest of right with the Chinese Government, but, if there should be a lack of capital,

application shall be made to the (South Manchuria Railway) Company for an arrangement. Should China, however, appropriate funds herself for the construction of any other railway lines than those mentioned, it shall not concern the South Manchuria Railway Company.

(c) The loans and the interest thereon are guaranteed by the Chinese Government, and should there be any failure to make payment of interest or repayment of principal at the proper periods, the Company shall at once notify the Chinese Government, which shall pay over to the Company the amount of the shortage. If the Chinese Government, after such notification by the Company, shall be unable to make good the deficit in the payments of principal or interest, the line in question with its real property shall be handed over to the temporary control of the Company until the shortage is made good, after which it shall be returned to the control of the Railway Administration.

If, however, the shortage be for a small amount only, an extension of time shall be granted as an accommodation, but never for more than three months.

(d) During the periods of these loans the Engineer-in-Chief employed shall be a Japanese, and should there be an insufficient supply of Chinese for the various posts in the service of the railways, Japanese may be employed with the Chinese. If at any time it shall become necessary to change the Engineer-in-Chief, consultation must first be had with the (South Manchuria Railway) Company before appointment may be made. There shall also be appointed one Japanese accountant, who must be thoroughly qualified, and who shall have entire responsibi-

(e) The railways mentioned being Chinese Government lines, the latter shall have the right to transport soldiers and subsistence over either line free of charge whenever military affairs or measures of relief shall require.

(f) All earnings of the railways in question must be deposited in Japanese banks. As to the terms upon which such deposits shall be made, satisfactory arrangements shall be agreed upon by the parties concerned when the loan contracts are drawn up.

IV. The Chinese Government immediately after the purchase of the present Hsin-min-Mukden Railway shall enter into a contract with the South Manchuria Railway Company for the loan in connection with that section of the line east of the Liao River, and shall also appoint and direct a Chinese engineer to consult and act with the Japanese engineer in making a survey of the Kirin-Chang-chun Line to furnish a basis for estimating the amount of the loan needed for the construction of the line, and within six months after the completion (of the survey) shall enter into a contract with the South Manchuria Railway Company for the loan.

V. The lines from Hsin-min to Mukden and from Kirin to Changchun under the management of China must connect with the South Manchuria Railway line. The Tientsin-Shan-hai Kwang Railway Administration and the South Manchuria Railway Company shall appoint representatives to consult together and draw up the necessary regulations.

VI. The rate at which the loans specified in Articles I and II shall be issued shall be determined fairly in accordance with the terms of the most recent loan negotiated by China with any foreign country.

VII. Within one month after the payment of the purchase price of the Hsin-min-Mukden Railway, the Chinese Railway Administration shall appoint officers to take control of the same.

Japanese Calendar, Meiji XL Year, Fourth Moon, 15 Day.

Chinese Calendar, Kuanghsu XXXIII Year, Third Moon, 3 Day.

(April 15, 1907)

Doc. No. 776

Subject. 新奉及吉長金鉄道 = 満洲協定
1907 4. 15

Defence Counsel Phase
Ohara Manchuria

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

Priority /

(A) Copy only
(The official translation is attached to this.)

(B) ~~Translated copy~~
~~(Translation for reference is not attached to this.)~~

Date Feb 13 1947

by J. D. C.

Site

Ref No #786

CERTIFICATE

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 7 pages^s and entitled "Agreement concerning

Idsinmintun-Mukden Railway and Kirin-Chang-

chung Railway, April 15, 1907."

is an exact and true copy of an official document of the

Japanese Foreign Office.

Certified at Tokyo,

on this 7th day of February, ^{1947.} 1946.

K. Hayashi
Signature of Official

Witness : K. Urabe

外務省條約局、日支間並支那ニ関スル
日本及他國間ノ條約(大正十二年三月)
三八九頁

新奉及吉長鐵道ニ関スル協約

一九〇七年四月一五日

明治四〇年四月一五日

光緒三十三年三月三日

大日本國特命全權公使林權助、大青國欽命外務部大臣

那桐、瞿鴻禨、唐紹儀、各本國政府、委任ヲ奉シ協定スル

所、條款左ノ如シ

第一條、清國政府ハ日本國ノ敷設セル新民府ヨリ奉天府至

ル鐵道ヲ買收スルニ付テハ議定ノ賣價日貨金壹百六拾六万

円ヲ天津ニ於テ正金銀行ニ拂込ケシ、清國政府ハ右鐵道ヲ

改メテ自營鐵道ト爲シ、遠河以東ニ要スル資金ハ南滿洲

鐵道會社ヨリ其一半ヲ借入ルルコトヲ承諾ス

第二條 清国政府ハ吉林府ヨリ長春至ハ鐵道ヲ自辦スルニ付テ

ハ之ニ要スル資金ノ半額モ亦前記会社ヨリ借入ルコトヲ承諾ス

第三條 第一條及第二條ニ掲ケル借款ノ條件ハ還清期限ヲ除

ク外凡テ山海関内外鐵道ノ借款契約ヲ付照ニテ辦理

ス其主要事項ハ左記ノ如シ鐵道事務ノ一切ノ章程ハ山

海関内外鐵路总局ノ現在ノ辦法ヲ按照ニテ辦理スルキモ

ノトス

甲借款還清期限ハ新奉鐵道遼河以東ニ関ニテハ拾八箇

年吉長鐵道ハ二十五箇年ト定メ期限満了以前共ニ全

部還清ヲ行フヲ得ス

乙借款還清期限ハ新奉鐵道遼河以東ニ関ニテハ拾八箇年

吉長鐵道ハ二十五箇年ト定メ期限満了以前共ニ全部還

清行を得

乙新奉線遼河以東、鐵道ニ付スル南滿洲鐵道會社借款ハ

該段ノ鐵道財產及收入ヲ以テ担保トナス

吉長鐵路局自籌ノ商股及南滿洲鐵道會社ヨリノ借款

ハ共ニ該鐵道財產及收入ヲ以テ担保トス

清國政府ノ借款未齊以前ニ於テハ上記ノ鐵道財產及收入

ヲ以テ他ノ借款ノ担保ト爲スヲ得ス

清國政府ノ借款期限中、遼河以東ノ鐵道及吉長鐵道建

物工場車輛用地動產等ヲ善良ニ管理シ且隨時車輛ヲ

增添シ運輸ノ須要ニ応スルニ努ムヘシ將來吉長鐵道ニ在

テ支原ヲ添設シ或ハ該鐵道ヲ延長スル場合ニハ其建造

ニ付テハ清國政府ノ自辦ニ歸スヘク若シ資金不足アルトキハ

会社ニ向テ借入ヲ申込ムルニ上記以外ニ清國が自己ノ籌款ニ他
ニ鐵道ヲ敷設スル場合ニ南滿洲鐵道會社ト干涉スル所ナシ
丙借款ノ元利ハ共ニ清國政府ニ於テ保障ス若シ利子元金
支拂期ニ至リ約ノ如クナラサルトキハ會社ノ通知ニ依リ清國
政府ヨリ須要ノ額ヲ按ニテ會社ニ代還スヘク右通知
ハ右ニ於テ清國政府ニ於テ仕拂延滞ニ屬スル元利ヲ籌還
スル能ハサル場合ニ上記ノ鐵道及一切ノ財産ハ右元利支拂
済ニ至ル迄會社ニ引渡シテ代ニ経営ヲ行ハシム
但シ不足ノ元利少額ナルトキハ三箇月ヲ逾ハサル範圍ニ於テ猶
豫ヲ與フルヲ得

下借款期限中技師長ニ日本人ヲ用スル又鐵道事務ニ
要スル清國人不足ノ場合ニ日本人ヲ參用スヘシ技師長ヲ

更迭使要アルトキハ会社ト協議ノ上ニテ之ヲ行フヘキモト又右
ノ外鉄道會計役トシテ日本人一名ヲ用フヘシ該日本人ハ須ク幹
練ノ人物タルヘク鉄道會計ノ各事務ニ於テ布置督理ノ
全責ヲ有シ其收支監督ノ事務ハ鐵路總辦ト商同シテ辦
理スヘキモトス

戊上記ノ各鉄道ハ清国政府ノ官路タルヲ以テ戰時又ハ餓饉
際ニ政府ノ輸送スル兵負糧穀ハ共ニ無償タルヘシ清国政府
已上記ノ各鉄道ノ一切ノ收入ハ日本国銀行ニ預ケ入ルヘク其預
入ノ法如何ニ至リテハ借款契約訂結際商定スヘシ
第四條 清国政府ハ現有新辦鉄道ノ買収后可成連ニ南滿洲鉄
道会社ト遼河以東ノ借款ニ関スル契約ヲ訂立スヘク又吉長鉄
道ニ要スル經費ヲ查明スル為メ清国技師ヲ派シ日本技師ト会

同に諸條路踏査ヲ行ハシテ其完了ノ后六箇月以内ニ於テ會社ト借款契約ヲ訂立スヘシ

第五條 清國所辦ノ新奉及吉長鐵道共ニ南滿洲鐵道下連各スヘク其一切ノ章程津榆鐵路局及南滿洲鐵道會社ヨリ別ニ委負ラ派シテ商訂スヘシ

第六條 第一條及第二條ニ掲ケル借款ノ實收價格清國カ最近他國ヨリ為シタル借款ニ照シ公平ニ酌定スルモトス

第七條 新奉鐵道ノ賣價拂込右壹箇月ヲ期トシテ清國鐵道局派遣ノ委員ニ引渡サレハ津榆鐵路局及南滿洲鐵道會社ノ

明治四十年四月十五日
光緒三十三年三月初三日

註

右新奉及吉長鐵道ニ関スル協約及統約中
吉長鐵道ニ関スル部分、條項ハ大正六年十月
十日吉長鐵道借款契約成立、結果同
日ヨリ効力消滅セリ

唐	瞿	那	林
召	鴻		權
儀	穢	桐	助
重	重	重	印
印	印	印	
坤	坤	坤	

※