

東清鐵路公司合同

東省鐵路公司合同

(訂定合同緣由及兩造名義)

欽差駐俄大臣許 欽奉光緒二十二年七月二十日

諭旨。允准與華俄道勝銀行訂定建造經理東省鐵路合同。中國政府現以庫平銀五百萬兩入股。與華

俄道勝銀行合夥開設。生意盈虧。均照股攤認。其詳細章程。另有合同載明。

中國政府現定建造鐵路。與俄之赤塔城及南烏蘇里河之鐵路兩面相接。所有建造經理一切事宜。派委華俄道勝銀行承辦。所有條款列後。

第一條 (公司之另立與總辦之選派及責任)

華俄道勝銀行建造經理此鐵路。另立一公司。名曰中國東省鐵路公司。該公司應用之鈐記。由中國政府刊發。該公司章程。應照俄國鐵路公司成規。一律辦理。所有股票。祇准華俄商民購買。該公司總辦。由中國政府選派。其公費。應由該公司籌給。該總辦可在京都居住。其專責在隨時查察該銀行暨鐵路公司。於中國政府所委辦之事。是否實力奉行。至該銀行暨該公司。所有與中國政府及京外各官交涉事宜。亦歸該總辦經理。該銀行與中國政府往來賬目。該總辦亦隨時查核。該銀



行應專派經手人在京都居住。以期一切事宜就近商辦。

查此條及諸條所稱政府字樣。洋文係作古威勒芒。即近來譯爲國家之稱。又所稱總辦字樣。洋文

係作伯理璽天德。亦有總辦之義。而名目較大。西語無論公署商會其首領人皆稱爲伯理璽天德譯者以此稱專屬民主甚誤以所譯與洋文

實事無甚出入。故皆仍之。其原譯薪俸字樣。現改公費措詞較爲得體。

第二條 (路線之勘定)

凡勘定該鐵路方向之事。應由中國政府所派之總辦酌派委員。同該公司之營造司暨鐵路所經之地方官和衷辦理。惟勘定之路。所有盧墓村莊城市。皆須設法繞越。

第三條 (開工日期及竣工年限)

自此合同奉

旨批准之日起。以十二個月爲限。該公司應將鐵路開工。並自鐵路勘定。及所需地段給與該公司經理之日起。以六年爲限。所有鐵路應全行告竣。至鐵軌之寬窄。應與俄國鐵軌一律。即俄尺五幅地。約合中國四尺二寸半。

第四條 (工事進行之輔助)

中國政府諭令各該管地方官。凡該公司建造鐵路。需用料件。僱覓工人。及水陸轉運之舟車夫馬。並需用糧草等事。皆須盡力相助。各按市價。由該公司自行籌款給發。其轉運各事。仍應隨事。由中國政府設法使其便捷。

第五條 (保護)

凡該鐵路及鐵路所用之人。皆由中國政府設法保護。至於經理鐵路等事。需用華洋人役。皆准該公司因便僱覓。所有鐵路地段命盜詞訟等事。由地方官照約辦理。

第六條 (鐵路用地並免稅)

凡該公司建造經理防護鐵路所必需之地。又於鐵路附近開採沙土石塊石灰等項所需之地。若係官地。由中國政府給與。不納地價。若係民地。按照時價。或一次繳清。或按年向地主納租。由該公司自行籌款付給。凡該公司之地段。一概不納地稅。由該公司一手經理。准其建造各種房屋工程。並設立電綫。自行經理。專爲鐵路之用。除開出礦苗處所。另議辦法外。凡該公司之進項。如轉運搭客貨物所得票價。並電報進款等項。俱免納一切稅釐。

第七條 (免稅)

凡該公司建造修理鐵路所需料件。應免納各項稅釐。

查此條定議時核對法文修理下尙有經理字樣。據稅務司柯樂德稱當時李相謂於本條修理語意重複。因將原譯漢文刪去經理二字。然非有故駁改。未令將法文並刪。故漢洋文微有詳略等語。合併聲明。

第八條 (關於俄軍過境之規定)

凡俄國水陸各軍及軍械過境。由俄國轉運經此鐵路者。應責成該公司逕行運送出境。除轉運時或必須沿途暫停外。不得藉他故中途逗留。

第九條 (關於外國搭客之規定)

凡外國搭客經此鐵路於中途入內地。必須持有中國護照。方准前往。若無中國護照。責成該公司一概不准擅入內地。

第十條 (稅釐之免納及照抽)

凡有貨物行李。由俄國經此鐵路仍入俄地界者。免納一概稅釐。惟此項貨物。除隨身行李外。該公司應另裝車輛。在入中國邊界之時。由該處稅關封固。至出境時。仍由稅關查明所有封記並未拆

動方准放行。如查出中途私行開拆。應將該貨入官。至貨物由俄國經此鐵路運往中國。或由中國經此鐵路運赴俄國者。應照各國通商稅則。分別交納進口出口正稅。惟此稅較之稅則所載之數。減三分之一交納。若運往內地。仍應交納子口稅。即所完正稅之半。子稅完清後。凡遇關卡。概不重徵。若不納子稅。則逢關納稅。遇卡抽釐。中國應在此鐵路交界兩處。各設稅關。

第十一條 (免稅及半價)

凡搭客票價、貨物運費、及裝卸貨物之價。概由該公司自行核定。但中國所有因公文書信函。該公司例應運送。不須給費。至運送中國水陸各軍。及一切軍械。該公司祇收半價。

第十二條 (公司營業年限及鐵路收回辦法)

自該公司路成開車之日起。以八十年爲限。所有鐵路所得利益。全歸該公司專得。如有虧折。該公司亦應自行彌補。中國政府不能作保。八十年限滿之日。所有鐵路及鐵路一切產業。全歸中國政府。毋庸給價。又從開車之日起。三十六年後。中國政府有權可給價收回。按計所用本銀。并因此路所欠債項。并利息。照數償還。其公司所賺之利。除分給各股人外。如有盈餘。應作爲己歸之本。在收回路價內扣除。中國政府應將價款付存俄國國家銀行。然後收管此路。路成開車之日。由該公司

呈繳中國政府庫平銀五百萬兩。

查此條內給價收回一節。因恐將來講解有異。復商該總辦。另繕憑函。附於合同之後。以期相信。

照譯華俄銀行總辦羅啓泰來函（收路憑函）

啓者本公司帳目按年結算刊布其中載明各項帳目及一歲出入款項並所欠之債所借之款還本付息等情將來中國給價收回此路應以每年結算刊布之帳爲憑其收回緣由詳載公司章程之內

光緒二十二年七月二十五日

即西歷一千八百九十六年九月初二日

中俄東清路電交接辦法合同

光緒三十三年

上海總辦電報事務楊會議訂立
東清鐵路公司代辦車會

中國電報局下文均稱電局與俄國東清鐵路局下文均稱路局於光緒三十三年九月初一日即西曆一千九百零七年十月七號訂立合同

按凡在中國境內發寄官商電信或准他人發寄官商電信乃中國所有之主權而操諸電局

又按中國政府允許路局建造鐵路並准其建設電線傳遞電信以應鐵路必需之用惟此項電線專為鐵路辦公所需之用以示限制

又按在路局得有敷設權之區域以內所有行用電線之事應商定辦法庶電局與路局均受其益

是以彼此議定凡本合同所載各節彼此俱允遵守照行茲將各款開列於左

第一款

甲 電局欲令報務交通便捷當將該處電局電線與鐵路繁要車站互相接通

乙 路局在各車站接收發寄官商電報遞至本鐵路各處或至俄國境內各處由鐵路或俄國電線傳遞者其報費應由俄國政府定價惟此等電報無論來報去報路局應付電局本線費每字洋

圓二分凡電報專因公務以及來往俄國電報各局由東清鐵路電線轉寄者概免收費

丙 凡他項電報由鐵路各站接收者當即轉至鄰近電報各局傳遞所有此等電報以及上文乙條所載電報轉至電報各局傳遞者路局應將轉報費全數付交電局惟須每字扣留洋圓五分作為路局辦理此等電報經費

丁 電局在各局接收之電報寄發鐵路各處並由鄰近各局轉至鐵路各站傳遞者電局應付路局每字洋圓五分

第二款 路局除第一款乙條所載電報遞至本鐵路各處或至俄線各處之外無論如何不得減價或用他法與電局競爭利益

第三款 萬國電報公約所定章程以及所附辦公規條電局與路局交接之報均各遵照辦理

第四款 鐵路各站所有往來電報均立專賬凡與各電局有電報往來者彼此逐日稽核一次其因公務或因結賬往來電報概不算費電報帳目每月底總結一次其應找款項須於月底結帳之日起兩個月後付交上海電局或交哈爾濱路局收訖每月結帳月分均按西歷計算

第五款 鐵路各站收算報費以及結算賬目款項均以洋圓為例凡寄發外洋電報其報費須付與他

國電局者收算價目應由兩局會商於三個月之前按照三個月內兌匯市價訂一酌中之數以便照收

第六款 電局電線無論何段重造或修理之時或鐵路左近各局線路須往巡查之處委派華洋人員前往查察因公搭坐鐵路火車均照等次發給免費執照酌分頭二三等一俟完畢應將此項執照即行繳還路局凡電局所有電報機器物料等件發往各局應用之處在鐵路區域之內者路局當照尋常車價七五折收但運載照料一切須與別項貨物給付全價者視同一律妥速裝運

第七款 電局或路局現用之人或前三個月內曾僱用之人則電局或路局苟未由彼特准此即不得僱用

第八款 俄國政府在東清鐵路界內所設各路電線於此合同簽字之日即行交與電局其價按照彼此議定之數給付

第九款 倘日後東三省日俄兩國鐵路電線接通路局允許祇傳鐵路真寔公務互相交接之報

第十款 本合同所載文義倘日後有辯論之處無論如何解釋應以英文字義爲准本合同訂於光緒三十三年九月二十六日即西曆一千九百七年十一月一號實行各路將該合同更改廢銷者彼此

須於十二個月之前先行知照本合同應請

中國外務部俄國駐京欽差大臣核准

本合同簽字之員係奉准委派爲此互相簽字以昭信守

本合同訂於北京繕就華英文各兩分俱經校對無訛

光緒三十三年九月初一日

西歷一千九百零七年十月七號

外 務 部 左 侍 郎 梁敦彥押

大 清 總 辦 電 政 事 務 楊文駿押

大 清 東 省 鐵 路 公 司 代 辦 車 瑟福押

本合同第六款及第七款有未明瞭之處茲按英文譯意如下

第六款 凡電局重造或修理電線或查驗鐵路鄰近之電線或電局須委派華洋人員前往查驗時其在建築修理或查驗各段內因公乘坐各種列車均由路局分別頭二三三等發給免費執

照

第七款 電局或路局所用人員如現在或三月以前曾在各該機關服務則非得該機關之准可不得僱用

交通部路政司識

ARTICLE IX.

In case that the Japanese and the Russian Railway system or Railway telegraphs in Manchuria should be connected, it is understood, that the Railway Administration will only allow bona-fide railway service telegrams to be exchange over the two systems.

ARTICLE X.

Should there be any discussion regarding the interpretation of the sense as expressed in this agreement, the English text shall in all cases, be held as the correct one.

The present agreement shall come into force from the first of November 1907 and will remain in force until twelve months after one of the contracting parties shall have given notice of the intention to modify or to abrogate it.

This agreement shall be confirmed by the Russian Minister to Peking and the Chinese Foreign Office.

In witness whereof the undersigned duly authorized to this effect have signed the present agreement.

Done at Peking in the English language and in the Chinese language. Two expeditions, duly compared and found to be in agreement, have been signed in each of these languages on the seventh day of the month of October 1907 corresponding with the first day of the ninth moon of the thirtythird year of the reign of Kwang Hsu.

end of the month in account to the Railway Administration in Harbin or to the Telegraph Administration in Shanghai.

The month shall be reckoned according to the European Calendar.

ARTICLE V.

The collection of charges at all the stations, as well as the liquidation of the mutual accounts, shall be made in Mexican Dollars.

As regards outpayments to Telegraph Administrations beyond China the collecting rate shall be agreed upon between the contracting parties during the month preceding each quarter on the basis of the average rate of exchange during the three months preceding that during which the rate is fixed.

ARTICLE VI.

During the rebuilding or repairs of any part of the lines belonging to the Telegraph Administration, or when it is found necessary to inspect the lines or telegraph stations near the railway, the employe, whether foreign or Chinese, of the Telegraph Administration shall be entitled to a free pass (1st., 2nd., or 3rd. class as the case may be) with all trains over the section under construction, repairs, or inspection.

The free pass to be returned to the Railway Administration as soon as the work is completed.

All instruments, stores and telegraph materials emanating from and destined for telegraph stations belonging to the Telegraph Administration and situated within the sphere of the railway shall be transported by the Railway Administration at three-quarters of the ordinary freight for their respective kinds, but shall nevertheless be forwarded with the same despatch and care as if paying full freight.

ARTICLE VII.

Neither the Telegraph Administration nor the Railway Administration will engage into their service any person who is engaged, or who has within three months previously been engaged, on the staff of the other Administration, without in each case obtaining the special consent of the latter.

ARTICLE VIII.

All telegraph lines constructed by the Russian Government in the North of Manchuria outside the railway territory will, at the signing of this present convention, be handed over to the Telegraph Administration at a price mutually agreed upon between the two contracting parties.

fixed by the Russian Government, but on all such traffic (both forwarded and received) the Railway Administration will credit the Telegraph Administration a terminal fee of two Mexican Dollar cents per word, it being, however, understood that messages dealing exclusively with the railway service are exempt from all tax, as well as messages, to or from Russian telegraph stations, transiting the Chinese Eastern Railway telegraph system.

C.—All other traffic handed in at the railway stations will be transmitted to the Telegraph Administration's nearest public telegraph station, and on such traffic (as well as on that under B. specified traffic if handed over to the Telegraph Administration), the Railway Administration will credit the Telegraph Administration full further transmission less five Mexican Dollar cents per word, these five cents being considered as the fee due to the Railway Administration for handling this traffic.

D.—The Telegraph Administration will at its various public offices accept telegrams for all places on the railway and will, at its nearest telegraph station, transmit such messages to the Railway Administration for further transmission and credit it five Mexican Dollar cents per word for all such traffic.

ARTICLE II.

The Railway Administration undertakes under no circumstances to establish competition, by lower rates or other means, against the Telegraph Administration, except for traffic destined for those places which are specified in Article I under B. when forwarded exclusively over the railway and the Russian lines.

ARTICLE III.

The rules laid down in the International Telegraph Convention and the Service Regulations attached thereto as to the general treatment of telegraphic messages shall be followed by the contracting parties with regard to all messages handled by them.

ARTICLE IV.

Special accounts of all telegraphic traffic exchanged shall be kept at the stations where such exchange takes place, these accounts to be compared and checked daily.

All telegrams referring to the service or to the settlement of accounts shall be transmitted free of charge.

The settlement of accounts shall take place at the end of each month, and the resulting balance shall be paid two months after the

AGREEMENT
between
THE CHINESE EASTERN RAILWAY ADMINISTRATION
and
THE IMPERIAL CHINESE TELEGRAPH ADMINISTRATION.

Agreement made the first day of the ninth moon of the thirty-third year of the reign of Kwang Hsu corresponding with the seventh day of October 1907 between the Imperial Chinese Telegraph Administration (hereinafter called the Telegraph Administration) of the one part and the Chinese Eastern Railway Administration (hereinafter called the Railway Administration) of the other part.

Whereas the forwarding, or permitting others to forward, public telegraph messages within the Empire of China is an Imperial prerogative Administered by the Telegraph Administration,

And whereas the concession granted by the Imperial Chinese Government to the Railway Administration permits the latter to erect and work such telegraph lines as may be necessary for the working of its railway system, restricting, however, the use of such telegraph lines to the special requirements of the railway service.

And whereas it is considered to be in the mutual interests of the two Administrations to have an understanding regarding the working of the telegraph lines within the sphere comprised under the concession granted to the Railway Administration.

It is, therefore, mutually agreed upon between the parties hereto, each of them agreeing for and in respect of the acts and observances in and by this agreement made and expressed to be made obligatory upon it, as follows:

ARTICLE I.

A.—In order to facilitate the exchange of telegraphic traffic the Telegraph Administration will connect the more important railway stations with its own local telegraph stations.

B.—At the actual railway stations the Railway Administration undertakes to accept and transmit telegraph messages from the public and will, for those messages destined for places on the railway, or within the Russian Empire, when forwarded exclusively over the Railway and Russian telegraph lines, charge such rates, as may be

CONTRAT POUR LA CONSTRUCTION ET EXPLOITATION

Berlin, le 2 Septembre 1896.

MONSIEUR LE MINISTRE,

J'ai l'honneur de profiter de la permission de votre Excellence pour confirmer à elle que le décompte du chemin de fer à construire se fera annuellement et sera publié officiellement. Ce rapport représentera la situation des comptes différents, les recettes et les dépenses pour l'exploitation ainsi que pour le service des dettes, emprunts, etc. Le rachat éventuel s'opérerait sur la base de ces bilans publiés annuellement. Les conditions détaillées du rachat seront prévues dans les statuts de la Société.

Je vous prie d'accepter, Monsieur le Ministre, l'assurance de ma haute considération.

(signé) ROTHSTEIN

Son Excellence le Ministre de Chine
MONSIEUR HSU-CHING-GHENG,
Berlin.

A l'expiration de 36 ans à partir du jour où toute la Ligne sera terminée et le mouvement en activité, le Gouvernement Chinois aura le droit de racheter cette ligne en remboursant intégralement tous les Capitaux engagés ainsi que toutes les dettes contractées pour cette ligne, plus les intérêts accrus.

Si—le profit réalisé surpassant le bénéfice alloué aux actionnaires —une partie de ces capitaux, etc, est remboursée, cette partie sera déduite du prix de rachat. En aucun cas le Gouvernement Chinois ne pourra entrer en possession de cette ligne avant que le montant respectif soit déposé à la Banque d'Etat de Russie.

Le jour où la Ligne sera terminée et le mouvement en activité, la Société versera au Gouvernement Chinois un paiement de Kouping Taëls 5,000,000 (cinq millions).

Kouang Su 22ème année,
8ème mois, 2ème jour

Berlin 27 Août 1896
8 Septembre

(*signé*) SHU



Banque Russo-Chinoise
(*signé*) PRINCE OUKHTOMSKY.
(*signé*) ROTHSTIEN.



10.

Les bagages des voyageurs, ainsi que les marchandises expédiées en transit d'une station russe à l'autre, ne seront pas soumis aux droits de douane; ils seront également exempts de tout impôt et droit intérieur. La Société est tenue d'expédier ces marchandises, à l'exception des bagages des voyageurs, dans des wagons spéciaux, qui, arrivant à la frontière chinoise, seront scellés par le bureau de la douane chinoise et ne pourront quitter de territoire chinois qu'après que le bureau de douane aura constaté que les cachets sont intacts; s'il sera prouvé que ces wagons ont été ouverts en route sans autorisation, les marchandises seront confisquées.

Les marchandises importées de Russie en Chine par ce chemin de fer, de même que les marchandises exportées de Chine en Russie par la même route, payeront, respectivement, le droit d'importation ou d'exportation de la douane maritime Chinoise, diminué d'un tiers.

Si les marchandises sont transportées dans l'Intérieur, elles payeront de plus le droit de transit, égal à la moitié du droit d'importation perçu, qui les affranchit de toute charge supplémentaire.

Les marchandises, qui n'auront pas payé le droit de transit, seront passibles de tous les droits de barrière et de likine, imposés dans l'Intérieur.

Le Gouvernement Chinois doit installer aux deux points frontières de la ligne des bureaux de douane.

11.

Les tarifs pour le transport des voyageurs, des marchandises, ainsi que pour le chargement et le déchargement des marchandises, sont fixés par la Société. Mais elle est obligée de transporter gratuitement la poste aux lettres officielle chinoise et, à mi-prix, les troupes chinoises de terre et de mer, ainsi que le matériel de guerre chinois.

12.

Le Gouvernement Chinois transfère à la Société le droit complet et exclusif d'exploiter la ligne à son propre compte et risque, de sorte que le Gouvernement Chinois ne soit dans aucun cas responsable d'un déficit quelconque de la Compagnie, pendant le temps destiné aux travaux et ensuite encore pour 80 ans à partir du jour où la ligne sera terminée et le mouvement en activité. Passé ce terme, la Ligne, avec tout ce qui s'y rattache, passera gratuitement au Gouvernement Chinois.

Les cas criminels, procès, etc., sur le territoire du Chemin de fer, devront être réglés par les autorités locales d'après les stipulations des traités.

6.

Le terrains réellement nécessaires pour la construction, exploitation et protection de la ligne, ainsi que les terrains aux environs de la ligne, nécessaires pour se procurer des sables, pierres, chaux, etc., seront remis à la Société gratuitement, si ces terrains sont la propriété de l'Etat; s'ils appartiennent à des particuliers, ils seront remis à la Société contre un seul payement ou une location annuelle au propriétaires, au prix courant.

Les terrains, appartenant à la Société, seront exempts de tout impôt foncier.

La Société aura le droit absolu et exclusif de l'Administration de ses terrains.

La Société aura le droit de construire sur ces terrains des constructions de tout genre, également de construire et d'exploiter le télégraphe nécessaire pour les besoins de la ligne. De même, les revenus de la Société, toutes ses recettes et les tarifs pour le transport de voyageurs et marchandises, télégraphes, etc., seront exempts de tout impôt et droit. Exception est faite pour les mines, pour lesquelles il y aura un arrangement spécial.

7.

Tous les objets et matériaux nécessaires pour la construction, exploitation et réparation de la ligne, seront exempts de tout impôt et droit de douane et de tout impôt de droit intérieur.

8.

La Société est responsable que des troupes et du matériel de guerre russes, expédiés en transit par cette ligne, seront acheminés directement d'une gare russe à l'autre, sans s'arrêter en route, sous aucun prétexte, plus qu'il n'est strictement nécessaire.

9.

Les voyageurs, qui ne sont pas des sujets chinois, s'ils veulent quitter le territoire du Chemin de fer, doivent être munis de passeports chinois. La Société est responsable que les voyageurs, qui ne sont pas des sujets chinois, ne quittent pas le territoire du Chemin de fer, s'ils n'ont pas de passeports chinois.

Le Président de la Société du Chemin de fer Chinois de l'Est sera également chargé d'examiner tous les comptes du Gouvernement Chinois avec la Banque Russo-Chinoise.

Pour faciliter toutes les négociations sur place, la Banque Russo-Chinoise maintiendra un agent à Pékin.

2.

Le tracé de la Ligne sera fixé par les députés du Président de la Société nommé par le Gouvernement Chinois, de commun accord avec les Ingénieurs de la Société et les autorités locales. En traçant cette Ligne, les cimetières, tombeaux, ainsi que villes et villages doivent être, autant que possible, évités et laissés de côté.

3.

La Société aura à commencer les travaux dans le délai de douze mois à partir du jour, où ce contrat sera sanctionné par Décret Impérial et à les mener de façon que toute la Ligne soit terminée dans un délai de six ans à partir du jour, où le tracé de la Ligne sera définitivement arrêté et que les terrains y nécessaires seront mis à la Disposition de la Compagnie. La largeur de la voie doit être la même que celle des chemins de fer russes (5 pieds russes = environ 4 pieds et 2 $\frac{1}{2}$ pouces chinois).

4.

Le Gouvernement Chinois donnera des ordres aux autorités locales d'aider la Société de toutes leurs forces pour obtenir, aux prix courant, des matériaux nécessaires pour la construction du chemin de fer, ainsi que des ouvriers, les moyens de transport par eau et par terre, les provisions nécessaires pour nourrir les hommes et les animaux, etcétera. Le Gouvernement Chinois doit, dans la mesure du besoin, prendre des mesures pour faciliter ces transports.

5.

Le Gouvernement Chinois prendre des mesures pour assurer la sécurité du Chemin de fer et des personnes à son service contre toute attaque.

La Compagnie aura le droit d'employes, à son choix, le nombre d'Etrangers ou d'Indigènes, comme elle trouvera nécessaire dans l'intérêt de l'Administration, etcétera.

CONTRAT POUR LA CONSTRUCTION ET EXPLOITATION DU CHEMIN DE FER CHINOIS DE L'EST

ENTRE LES SOUSSIGNÉS

Son EXCELLENCE SHU-KING-CHEN, Ministre Plénipotentiaire de Sa Majesté l'Empereur de Chine, à St. Pétersbourg, agissant en vertu d'un Edit Impérial, daté Kouang-Su, 22^{ème} Année, 7^{ème} mois, 20^{ème} jour (16/28 Août 1896),

d'une part,

et la BANQUE RUSSO-CHINOISE,

d'autre part,

il a été arrêté ce qui suit :

Le Gouvernement Chinois versera la somme de Kouping Taëls, 5,000,000 (cinq millions) à la Banque Russo-Chinoise et participera, en proportion de cette mise de fonds, aux bénéfices et pertes de la Banque, aux conditions émises dans un contrat spécial.

Le Gouvernement Chinois ayant décidé la construction d'une ligne de Chemin de fer, établissant une communication directe entre la ville de Tchita et la chemin de fer Russe du Sud-Ooussoury, confie la construction et exploitation de ce Chemin de fer à la Banque Russo-Chinoise aux conditions suivantes :

1.

La Banque Russo-Chinoise établira pour la construction et exploitation de ce chemin de fer une société sous le nom de : Société du Chemin de fer Chinois de l'Est. Le sceau, dont cette Société devra se servir, lui sera donné par le Gouvernement Chinois. Les statuts de cette Société seront conformes aux usages russes pour les sociétés de Chemin de fer. Les actions de la Société ne pourront être acquises que par des sujets chinois ou russes. Le Président de cette Société sera nommé par le Gouvernement Chinois mais retribué par la Société. Il peut avoir son domicile à Pékin.

Le Président sera chargé de veiller particulièrement à l'exécution minutieuse des engagements de la Banque et de la Société du Chemin de fer envers le Gouvernement Chinois ; en outre, il sera chargé des relations de la Banque et de la Société du Chemin de fer avec le Gouvernement Chinois et les autorités centrales et locales.

AGREEMENT FOR CONSTRUCTION AND OPERATION.

Berlin, September 2nd, 1896.

Mr. Minister,

I have the honor to avail myself of the permission of your Excellency to confirm that the accounts of the railway to be constructed shall be closed every year and shall be published officially. This report will represent the situation of the different accounts, the receipts and the expenses for the operation as well as for the service of the debts, loans etc. The eventual redemption would be made on the basis of these annually published balance sheets. The detailed conditions of the redemption will be provided for in the by-laws of the Company.

I beg you, Mr. Minister, to accept the assurance of my high consideration.

(Signed) ROTHSTEIN

His Excellency the Minister of China
Mr. Hsu-Ching-Gheng
Berlin

Note:—The above letter is translated from the French text by the Railway Department of Ministry of Communications, Peking.

12. From the day of completion of the railway and the commencement of traffic, for a period of 80 years, all profit made by the line shall belong to the Company solely. Any loss must likewise be borne by it, the Chinese Government cannot be responsible. After 80 years the line and all its property are to revert to the Chinese Government without payment.

Reversion of line to China after 80 years.

Purchase of line after 36 years.

Thirty six years after commencement of traffic, China may take over the line on payment of the following and all capital and all moneys owed on account of the line and interest. As to profits made by the Company, should there be any not distributed to shareholders, these must be taken to be capital returned and deducted from the price paid for the line. China must actually pay over the amount of purchase to Russia before receiving possession of the line.

On the day the line is completed and traffic commenced the Company will pay the Chinese Government Five million Treasury taels.

[The above extract is taken from Treaties and Conventions
with or Concerning China and Korea by W. W. Rockhill.]

9. Any foreign passengers by this line who may proceed into the interior away from the railway, must be provided with Chinese passports authorising them to proceed. Any person unprovided with such passports must be forbidden by the Company to proceed into the interior.

Passports,

Note.—At the time this article was arranged it was noticed that the French text had after the word “repair” the word “management”. The Commissioner of Customs Grote remarked to the Grand Secretary Li that “repair” and “management” were synonymous, and the word “management” appearing in the original French was omitted. There was however no intention of altering the original meaning, and this explanation is therefore added.

10. All goods and baggage coming from Russian territory and again entering Russian territory by this line will be exempt from taxation, but such goods and baggage, with the exception of personal luggage with passengers, must be carried by the Company in special vans and sealed by the Customs officers on entering Chinese territory, and on leaving Chinese territory they must be examined by the Customs officers to ascertain that the seals are intact, in which case they will be allowed to pass. If it be found that the seals have been opened en route the goods will be confiscated.

Taxation of goods carried

As to goods conveyed by this line from Russia to China or from China to Russia, they will pay duty according to the Treaty Tariff i.e. an Import or Export duty as the case may be, but subject to a reduction of $\frac{1}{3}$ of the Tariff rate. If such goods be conveyed to the interior they must pay Transit duty in addition i.e. half the amount of the duty already paid. Transit duty being paid, they are not to be taxed again on passing Customs stations or likin barriers. But if Transit duty be not paid, they must pay duty at stations and at likin barriers.

Duty on goods exported or imported over line.

China must establish Customs stations at the two points where the line crosses the frontier.

Customs stations

11. Fares for passengers, freight for goods, and charges for loading or unloading will be fixed by the Company. Chinese Government despatches and letters must be carried by the Company free of cost. Chinese troops and munitions of war will be carried at half rates.

Fares and freights, Chinese troops and munitions carried at half rates.

whole line must be completed. The gauge of the line must be that of the Russian Railway i.e. 5 Russian feet equivalent to $42\frac{1}{3}$ Chinese inches.

Local officials to assist.

4. The Chinese Government will order all local officials concerned to do their utmost to assist the Company in regard to all material required for the construction of the railway, in engaging labourers and boats, carts, men and horses for transport purposes, and in the purchase of grain and fodder. All these must be paid for by the Company at market rates. The Chinese Government will also afford facilities for transport.

Staff Protection, jurisdiction on leased land.

5. The Chinese Government will take measures for the protection of the line and of the men employed thereon. The staff, Chinese and Foreign, necessary for the line will be engaged as required by the Company. All crimes and lawsuits arising on the land of the Company will be dealt with by the local officials in accordance with Treaty.

Land required, how obtained.

6. As regards the land required by the Company for constructing, managing, and protecting the line and adjacent land, for procuring sand, earth, stones and lime, if the land be Government land, it will be given to the Company without payment. If privately owned, the Company will provide funds for payment to the proprietors at market rates, either in one payment or as yearly rent. All the Company's land will be exempted from land tax. As soon as the land comes under the management of the Company, they may erect thereon any buildings and carry on all kinds of work, they may establish a telegraph line thereon worked by the Company for the Company's use, with the exception of mines, for which special arrangements must be made, all receipts of the Company for transport of passengers and freight, telegrams, etc., will be exempt from all taxation.

Materials free of duty

7. All materials required by the Company for the construction and repair of the line will be exempt from taxation.

Conveyance of Russian troops, etc.

8. All Russian troops, naval or military, and munitions of war, moved by the Russian Government by this railway, must be conveyed by the Company directly across the border. Apart from slight detentions on route incidental to transfers, no other delays will be permitted for any cause.

**AGREEMENT BETWEEN THE CHINESE GOVERNMENT AND THE RUSSO-
CHINESE BANK FOR THE CONSTRUCTION AND
MANAGEMENT OF THE CHINESE EASTERN RAILWAY.**



Imperial sanction received by the Chinese Envoy
to Russia Hsu,
Dated 29, August 1896.

Agreement signed September 8, 1896.
(Translation from Chinese text)

Formation of Company; duties of Director.

1. China and Russia establish a Company to be called the Chinese Eastern Railway Co. to construct and manage this Railway. The Seal to be used by the Company will be issued by the Chinese Government. The regulations of the Company will be in conformity with those of Russian Railway Companies. Shares may only be bought by Chinese and Russians. The Director of the Company will be appointed by China. His remuneration will be provided for by the Company. He may live in Peking. His duty will be to supervise the task delegated to the Company by China, and to ascertain whether its obligations are faithfully performed. All business between the Company and the Chinese Government or any Chinese officials, either in Peking or the provinces, will also be managed by the Director. The Director will also investigate from time to time the accounts of the Company with the Chinese Government. An agent must be stationed in Peking for convenience of consultation.

Survey of route of line

2. For the purpose of surveying the course of the railway, the Chinese Director will depute an officer to act in conjunction with the Company's Engineer and the local officials along the line of route, who will arrange matters satisfactorily. Measures must be taken to pass round all houses, graves, villages, and towns on the course of the railway.

Time for commencing and completing construction.

3. Within twelve months of the issue of an Imperial Edict sanctioning this agreement, the Company must have commenced work on the railway; and within six years from the date of the completion of the survey for the line and the handing over to the Company of the necessary land, the

AGREEMENT

OF THE

CHINESE EASTERN RAILWAY

between the

Chinese Government and the Russo-Chinese Bank

compiled by

THE RAILWAY DEPARTMENT, MINISTRY OF COMMUNICATIONS.

Peking, 1919.

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