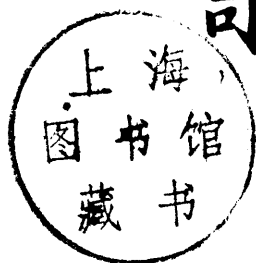




債款合同彙編

財政部公債司



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債款合同彙編目錄

匯豐銀款

匯豐金款

俄法洋款

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目 錄

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匯豐銀借款合同

西歷一千八百九十四年大清政府七釐銀債正合同 補譯

一西歷一千八百九十五年正月二十六日立合同人大清政府總理衙門暨戶部與英商匯豐銀行

二按照西歷一千八百九十四年十月二日總理衙門與該銀行所訂之草合同該銀行業經大清政府委任作爲大清政府代表擔任爲該政府代借上海規銀壹千零玖拾萬兩合公砵淨銀壹千萬兩每年以七釐計息借期以十年爲度所有對於該債付息還本之債票概以平價發行至於匯兌行市則可由該行訂定之

三按照兩造末次會議該債期限應延至二十年債票應改爲九八折發行匯兌應按照每規銀一兩以三先令計算該債全額除減去該行之經理費及關於借債之他項用費外其餘欸項應由該行按照二先令十一辨士四分之一合上海規銀一兩繳納大清政府即該債票平價發行之全數除去該銀行之經理費及關於借債之他項用費計上海規銀壹千零玖拾萬兩其餘尙有更改之處茲不詳述

四該銀行業經按照修正合同與各債戶訂定債約並已將所收之欸（除去經理費及關於

借債之他項用費，繳納大清政府其餘款項應俟一千八百九十五年正月十日收齊後再由該銀行繳納大清政府所有上述一切條件及辦法均經大清政府查核認可

五該債之借入及該合同之簽約業於西歷一千八百九十四年十一月九日奉旨允准在案所有諭旨底稿亦經總理衙門交由英國公使轉交該行查收

六茲由兩造訂明條件如下

七該債全額應得利息於西歷一千八百九十四年十一月一日起算所有隨時到期之款其利率定明年息七釐除第一期利息定於一千八百九十五年五月一日交付外嗣後所有未清償之款其應得利息每年定於五月一日與十一月一日兩期交付

八該債本金定自一千八百九十四年十一月一日起至九年後方行分十年攤還惟於一千九百十二年十一月一日未經收清本金之債戶得聽憑該債戶之便利於一千九百十三年十一月一日或於一千九百十四年十一月一日索償本金並應得利息

九該債償還本息得以按照所附息表憑聽各債戶之便利在該銀行之倫敦支店或他處支店支取

十所有每次還本付息之款應合上海規銀於到期七日前交由該銀行之上海支店收存
十一所有因還本付息交與該銀行之上海規銀其成色與該銀行所繳納大清政府之款一律

十二大清政府所發行之七釐債票計額上海規銀一千另九十萬兩其票額式樣得由該行斟酌釐定發給各債戶惟須由大清駐英公使蓋印以證明此債票係由大清政府負擔

十三大清政府總理衙門暨戶部特委任該銀行爲發行該債之經理機關惟對於該債之還本付息之完全責任概由大清政府自行負擔與該銀行不相干涉

十四大清政府應將海關所出債票於一千九百八十五年三月十五日或十五日以前交付該銀行之上海支店收執各埠海關應擔負債務若干聽憑該銀行酌擇指定總以各埠所擔任總數之債務勿過應償之借本及利息之總數爲限該項債票即由各該經管作抵海關之稅務司簽名并由該管地方之總督或巡撫及駐該埠之海關監督蓋印

十五大清政府茲授該銀行以各通商口岸之關稅以爲海關債票之擔保其已抵出者不在此例如該債票不能屆期付息還本大清政府准允該銀行前往各通商口岸徵收稅款總

以該債票應清償之債額爲限

十六匯付利息或按成攤還之期若不將該款劃歸該銀行之上海支店則此項海關債票仍以按照票面債額及結至屆期後或逾期後之利息計算作爲繳付並應收受爲完稅之用此項債票雖原以一埠之海關作抵亦得在其他各埠完納稅餉并應一體收受

十七設逐時利息及按成攤還各款不遵此合同條款或海關債票或於海關稅款中按期提還大清國大皇帝及其承繼人與其政府應任賠償之責並應於海關停止支付之日起逕行清償各該息款暨該息款等之利息計結至清償之日爲限

十八據大清政府聲稱該政府除此次在上海廣州兩埠發行債票計每埠約本息二百萬兩外其已抵出之關稅並未超過七十萬鎊之數

十九該銀行應將其所收執之海關債票陸續按照其所收到之還款交由各海關之管理團收回

二十此項合同係用中英兩國文字訂成如文義有所疑難之處當以英文爲準

二十一凡關於此項合同之條款及簽約等件一俟兩造訂定後即須由戶部與總理衙門會

奏其奏稿與批准諭旨等件亦應由總理衙門交由英國駐京公使轉交該銀行收存
此項合同業經兩造當面簽約各執一份

Chinese Imperial Government 7 % Silver Loan of 1894

SILVER LOAN.

FINAL AGREEMENT.

An agreement made this 26 day of January 1895 between the Tsung li Yamen acting in conjunction with the Board of Revenue on behalf of the Imperial Chinese Government of the one part and the Hongkong and Shanghai Banking Corporation of the other part.

2. Whereas by a Preliminary contract made on the 2nd day of October 1894 between the Tsung li Yamen and the Corporation, the Corporation was authorised to act as Agents for the Chinese Government and as such Agents to raise a loan on behalf of the Chinese Government of Ten millions nine hundred thousand Taels of Shanghai Sycee being the equivalent of ten millions Kuping Taels pure silver. The rate of interest being 7 per cent per annum, the period of the Loan being ten years, and it being arranged that Bonds to secure repayment to the public of principal and interest should be issued to the public at par and that the rate of Exchange should be left to the discretion of the Corporation.
3. And whereas at subsequent discussions between the parties it was arranged that the term of the loan should be extended to 20 years and that instead of issuing the Bonds to the public at par they should be issued at a discount of 2 per cent and at a sterling exchange of three shillings per S'hai Tael and that the whole amount, after deducting

the Corporation's commission and allowance for expenses, so received should be handed over to the Chinese Government by the Corporation at an exchange of two shillings and eleven pence ($2/11 \frac{1}{4}$) per Shanghai Tael, that is to say the equivalent of the full amount of the Bonds at par, videlicet Shanghai Taels 10,900,000 less commission and allowance for expense as above: and other variations were made.

4. And whereas the Corporation have contracted with the public for the loan under the modified agreement, and have collected a large proportion of it; and, after deducting their commission and allowance for expenses, have handed over the balance of the money collected to the Chinese Government, and have agreed to hand over the balance which is to be collected on the 10th of January 1895 to the Chinese Government on its being collected: all of which acts and arrangements have been examined into and approved of by the Chinese Government.
5. And whereas His Imperial Majesty the Emperor of China has by Edict made on the 9th day of November 1894 (a copy whereof has been delivered through the Tsung li Yamen and the British Minister to the Corporation) authorised and recognized the said loan and the signing of this agreement.
6. Now it is agreed as follows:
7. Interest on the whole amount of the Loan shall be calculated from the 1st day of November 1894 and shall be at the rate of 7 per cent per annum on the amount from time to time remaining due. The first payment of interest

shall be made on the 1st day of May 1895 and the subsequent payments on the 1st day of May and the 1st day of November in every year so long as any principal money remains due.

8. The principal of the loan shall be repaid in 10 equal annual instalments commencing after the expiration of 9 years from the 1st day of November 1894, that is to say on the 1st day of November 1904. The holders of Bonds undrawn on the 1st November 1912 shall have the option of receiving payment of same, with interest thereon, either on the 1st November 1913 or on the 1st November 1914.
9. The Loan and interest shall be paid through the Corporation in London and elsewhere as may suit the convenience of the Bond holders, according to the schedule to this agreement.
10. The money to meet each payment of interest and instalment of principal shall be handed to the Corporation at their Branch at Shanghai, in Shanghai Sycee, 7 days before each payment or instalment becomes due.
11. The Shanghai sycee to be handed to the Corporation to meet the payments of interest and instalments of principal shall be of the ordinarily accepted standard of Shanghai sycee according to which payment of the loan is made to the Chinese Government.
12. Bonds of the Chinese Government to the extent of Shanghai Taels 10,900,000, bearing interest until repayment at the rate of 7 per cent per annum, each for such amount and in such form as the Corporation shall think proper, shall be issued by the Corporation to the

subscribers to the loan: and the Chinese Envoy to Great Britain shall put his Official seal upon every Bond as evidence that the Chinese Government is bound thereby.

13. The Chinese Government hereby specially authorises the Corporation, as attorneys and Agents for the the Chinese Government, the Tsung li Yamen and the Board of Revenue, to issue the said Bonds on the sole responsibility of the Chinese Government, and without the Corporation accepting any responsibility for payment of either interest or principal.
14. Customs Bonds for the total amount of principal and interest of the loan each for such amount as shall suit the convenience of the Corporation, signed by the Commissioner of Customs for the Treaty Port upon which each Bond is chargeable and sealed by the Provincial Governor General or Governor within whose jurisdiction such Treaty Port is situated, and by the Chinese Superintendent of Customs at such Port, shall be handed to the Shanghai Branch of the Corporation on or before the 15th day of March 1895.
15. The Chinese Government hereby assigns to and charges in favour of the Corporation sufficient of the Customs Revenue at all or any of the Treaty ports, irrespective of the port upon which any Bond may be primarily chargeable, to meet and pay off all the Customs Bonds which have been handed to the Corporation as aforesaid. In the event of circumstances arising which should lead to the non-payment of a Customs Bond or Bonds on presentation the Chinese Government hereby authorises the Corporation

or its Agents to proceed to collect at any Treaty port or ports Customs Revenue sufficient to meet such Bond or Bonds.


16. In the event of the money to meet a payment of interest or instalment of principal not being handed to the Corporation at their Branch in Shanghai at due date, the said Customs Bonds may be tendered, and shall be accepted, in payment of duties to the amount of the face values together with any interest in arrear up to or after the due date of the Bond. A Bond primarily chargeable to any one Custom House may be tendered, and shall be accepted, at any other Custom House.
17. Should the money to pay the interest on the loan and the instalments as they become due not be punctually provided as stipulated in the terms of this agreement, or under the said Customs Bonds, or from the Revenue of the Customs, then His Imperial Majesty the Emperor of China and his successors and the Imperial Chinese Government shall remain liable for, and shall pay, the said interest and instalments immediately after the failure of the Customs to do so shall have occurred, together with interest thereon to the day of actual payment.
18. The Chinese Government guarantees that the prior charges upon the Customs Revenue now outstanding do not exceed £700,000 Sterling and Tls. 500,000 besides loans issued by the Imperial Chinese Government at the present moment at Shanghai and Canton to the extent of about Tls. 2,000,000 at each place with interest thereon.

19. The said Customs Bonds shall be returned to the Customs authorities according to the amount of the loan from time to time repaid by instalments, as and when the money is received by the Corporation.
 20. This agreement is made out in English and Chinese, and in the event of any question arising between the parties hereto as to the true meaning thereof the same shall be determined by the text of the English thereof which shall be taken as the true text.
 21. The terms of this agreement and its signature by the contracting parties shall be immediately after signature reported to the Throne by the Board of Revenue and Tsung li Yamen in a joint supplementary Memorial, and copies of that Memorial and of the Imperial Decree received in reply sanctioning this agreement shall be officially handed by the Tsung li Yamen to H. B. M. Minister in Peking for communication to the Corporation.
- Schedule.

The schedule above referred to

Year	Date	Instalment of Principal due	Balance of principal Outstanding	Interest due	Total Due
1894	Nov. 1		10,900,000		
1895	May 1		"	381,500	381,500
	Nov. 1		"	"	381,500
1896	May 1		"	"	381,500
	Nov. 1		"	"	381,500
1897	May 1		"	"	381,500
	Nov. 1		"	"	381,500
1898	May 1		"	"	381,500
	Nov. 1		"	"	381,500
1899	May 1		"	"	381,500
	Nov. 1		"	"	381,500
1900	May 1		"	"	381,500
	Nov. 1		"	"	381,500
1901	May 1		"	"	381,500
	Nov. 1		"	"	381,500
1902	May 1		"	"	381,500
	Nov. 1		"	"	381,500
1903	May 1		"	"	381,500
	Nov. 1		"	"	381,500
1904	May 1		"	"	381,500
	Nov. 1	1,090,000	9,810,000	"	1,471,500
1905	May 1		"	343,350	343,350
	Nov. 1	1,090,000	8,720,000	343,350	1,433,350
1906	May 1		"	305,200	305,200
	Nov. 1	1,090,000	7,630,000	305,200	1,395,200
1907	May 1		"	267,050	267,050
	Nov. 1	1,090,000	6,540,000	267,050	1,357,050
1908	May 1		"	228,900	228,900
	Nov. 1	1,090,000	5,450,000	228,900	1,318,900
1909	May 1		"	190,750	190,750
	Nov. 1	1,090,000	4,360,000	190,750	1,280,750
1910	May 1		"	152,600	152,600
	Nov. 1	1,090,000	3,270,000	152,600	1,242,600
1911	May 1		"	114,450	114,450
	Nov. 1	1,090,000	2,180,000	114,450	1,204,450
1912	May 1		"	76,300	76,300
	Nov. 1	1,090,000	1,090,000	76,300	1,166,300
1913	May 1		"	38,150	38,150
	Nov. 1	1,090,000	"	38,150	1,128,150

Shanghai Taels 21,933,500



These presents have been written in duplicate and duly signed by both parties hereto, each retaining one.

匯豐金借款合同

西歷一千八百九十五年大清政府六釐金債合同

譯文

立合同人大清政府代表總理衙門暨戶部與英商匯豐銀行今於西歷一千八百九十五年正月二十六日訂立合同如左

(一) 總理衙門茲委任匯豐銀行爲大清政府之借債經理機關由該銀行爲該政府代借英金三百萬鎊至該債之募集或由該銀行單自承借或由該銀行與他公司締結契合資承借得以聽憑該銀行酌擇施行

(二) 該債之利息不得超過週年六釐其應付之利息定明每半年一付每年定于西歷六月三十日與十二月三十一日兩期繳付

(三) 該債以二十年爲期所有應還本金定自西歷一千九百年十二月三十一日起分十五年攤還債務期內大清政府有隨時按照該債之平價償還權利但必須於六箇月之前登列倫敦泰晤時報俾衆週知

(四) 大清政府應按照本合同所附之表式將應還本息於到期二十一日之前撥交該銀行之上海支店其所撥之款總以敷於償還該債之本息合作金鎊之數爲限

(五) 該債至少須以千分之九百五十五在市上發行之

(六) 該銀行得以在市上發行大清政府之債票該債票係照英金計算其債額即以所借之數爲限至於每票債額若干可由該行酌奪規定但該債票須由大清駐英公使蓋印以證明該債係大清政府之負擔

(七) 該銀行得以按照該債全額百分之二向大清政府收取經理費該費計額英金六萬鎊可由該銀行於所借款內扣除

(八) 該銀行所需關於該債之用途如承辦人之酬勞仲買人之扣用及所需之印花稅約在該債全額千分之四十五均須由大清政府擔任並准該銀行於借得款內扣除

(九) 該債除以前已將關稅作抵而未清償之各債外即以關稅作抵該債於該本利未清償之前其對於以後各抵款享優先清償之權若以後再有以關稅作抵之債其對於爲擔保債務之關稅不特不能占該債之優先權並不得與該債同享平等之權利即於該債之擔保品有所妨礙減色之行爲亦不得發生於該債未清償之前此後如有再以關稅作抵之債務于合同內載明所有付息還本之條件等事俱應在此借款之後辦理

(十) 該債須按照本息全額以總理衙門與戶部所發行之海關債票爲擔保品其債票須由總稅務司簽名票面須註明有優先權字樣由大清政府於未收到債款之前交由該銀行之天津支店收執

(十一) 此項借款除上述之擔保品外并由海關出具金鎊債票交由該銀行收執以便扶同作抵該債額卽以該借款之本息全額爲限並須由海關監督及該管地方之總督或巡撫暨駐該埠之稅務司會同簽名該項債票須於合同成立後三箇月內交由該銀行之上海支店收執如到期不能將該債之本利劃歸該銀行之上海支店則此項海關債票得在各埠作爲繳付並應收受爲完稅之用不拘該票係原由何關所發並不拘其票面文字如何規定得以在各關一律收受抵稅

(十二) 該債之發行價格如能超過於其原定價格其一切餘利均歸大清政府所有該銀行除應得百分之二之經理費外不得分派利益

(十三) 該銀行既受總理衙門之委託並允照合同內所規定之各項條件爲大清政府代借債款則此項合同在該銀行未接到其倫敦支店之電示十日以內自當作爲有效但該

銀行並不負該債發行成敗之責任

(十四) 大清政府一經該銀行報告該債之發行已有籌備方法後應即由戶部與總理衙門會奏請旨准予按照該合同內所規定之條件簽約所有奏稿及允准該合同簽約之諭旨應由總理衙門咨照英國駐京公使轉交該行備查

(十五) 該合同業於光緒二十一年元月元日即西歷一千八百九十五年正月二十六日由兩造會同簽約各執一份

Chinese Imperial Government 6% Sterling Loan
26th January 1895.

Copy of Final Agreement.

THIS CONTRACT is made between the Tsung li Yamen, Peking, acting in conjunction with the Board of Revenue, on behalf of the Imperial Government of China, and the Hongkong and Shanghai Banking Corporation.

1. The Tsung li Yamen hereby authorises the Hongkong and Shanghai Banking Corporation, acting as agent for the Imperial Government of China, either alone or associated with others selected by the Corporation, to borrow for the Imperial Government of China the sum of Three million pounds Sterling.
2. The rate of interest for the loan shall not exceed six per cent per annum, and shall be payable half yearly, on the thirtieth day of June and thirty-first day of December of each year, on the amount of the loan from time to time remaining unredeemed.
3. The term of the loan shall be twenty years and repayment of principal shall be made by fifteen equal annual drawings commencing on the thirty-first day of December nineteen hundred, but the Imperial Government of China shall have the power and right of paying off the loan at par at any time during the aforesaid term of twenty years on giving six months' notice by advertisement in the "Times" newspaper, London.

4. All payments of interest and repayments of principal shall be made to the Hongkong and Shanghai Banking Corporation by the Imperial Government of China, in accordance with the schedule to this Contract, and the Imperial Government of China shall hand to the Corporation at their Branch in Shanghai funds sufficient to enable them to meet all such payments in Sterling twenty one days before they become due.
5. The loan shall be issued to the public at a subscription price of not less than ninety five and a half per cent.
6. The Corporation, as Agent for the Imperial Government of China, shall issue to subscribers to the loan Sterling Bonds for the total amount of the loan, each for such amount as shall appear advisable in the discretion of the Corporation, and they shall be sealed by the Minister for China in London as evidence that the Imperial Chinese Government is bound thereby.
7. The Commission to be paid by the Imperial Chinese Government to the Corporation for floating and issuing the loan shall be two per cent clear on the total amount of the loan, that is to say shall be sixty thousand pounds Sterling, and shall be deducted by the Corporation from the proceeds of the loan,
8. All charges for underwriting, stamps, brokerage &c incurred by the Corporation in connection with the floating and issue of the loan and estimated at four and a half per cent on the total amount of the loan, shall be borne by the Imperial Chinese Government and shall be deducted by the Corporation from the proceeds of the loan.

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9. This loan, subject to loans now remaining unredeemed, shall be charged on the Imperial Maritime Customs Revenue of China, and shall have priority, both regarding principal and interest, over all future loans charges and mortgages, so long as this loan, or any part thereof, shall be unredeemed. No loan, charge or mortgage shall be raised or created which shall take precedence of, or be on equality with this loan or which shall in any manner lessen or impair its security over the said Customs Revenue, so far as required for the annual service of this loan; and any future loan charge or mortgage charged on the said Customs Revenue shall be made subject to this loan, and it shall be so expressed in every agreement for any such future loan, charge or mortgage.
 10. This loan shall be further secured by Customs Bonds for the total sterling amount of the loan and interest, issued by the Tsung li Yamen and the Board of Revenue, Peking, and countersigned by the Inspector General of Customs, and all such Customs Bonds shall contain the "priority clause" number nine of this contract. Such Customs Bonds shall be handed to the Hongkong and Shanghai Banking Corporation, in Tientsin, before payment by the Corporation to the Imperial Chinese Government of the proceeds of the loan.
 11. This loan shall be also further collaterally secured by deposit with the Hongkong and Shanghai Banking Corporation of Sterling Customs Bonds, equal in value altogether to the total amount of the loan and interest, sealed by the Chinese Superintendents of Customs at

Treaty Ports and by the Governors General or Governors of the Provinces within which such Treaty ports are situated and countersigned by the Foreign Commissioners of Customs at such ports. Such Customs Bonds shall be handed to the Corporation at their Branch in Shanghai within three months from the date of signing this Contract and, in the event of the money to meet a payment of interest or instalment of principal not being handed to the Corporation at their Branch in Shanghai at due date, shall be available for payment of Imperial Maritime Customs duties at all or any of the Treaty ports of China irrespective of the port or ports upon which such Bonds may be primarily chargeable, or in such other manner as stated in the Bonds.

12. Should the loan be floated on better terms than those named herein the Imperial Chinese Government shall have the benefit of the difference, and the Corporation shall share in no economy or profits on the floating of the loan other than its commission of two per cent, clear, aforesaid.
13. The authority hereby given by the Tsung li Yamen to the Hongkong and Shanghai Banking Corporation to borrow money on behalf of the Imperial Government of China on the terms herein named shall remain in force for ten days from the receipt by the Hongkong and Shanghai Banking Corporation, in London of telegraphic advice of the signing of this contract, but the Corporation accepts no responsibility for success or failure in floating the loan.

14. Immediately upon being informed by the Hongkong and Shanghai Banking Corporation that initial arrangements can be made for floating the loan, and before the loan shall be issued to the public, the Board of Revenue and the Tsung li Yamen shall jointly memorialise the Throne and obtain the Imperial sanction for this contract with all the conditions herein specified, and copies of their Memorial and of the Imperial Decree sanctioning this contract shall be officially handed by the Tsung li Yamen to Her Britannic Majesty's Minister in Peking for communication to the Corporation

Schedule

Signed by the contracting parties in duplicate, one copy being retained by each party, this first day of the first month of the twenty first year of the Emperor Kuang Hsu, being the twenty sixth day of January one thousand eight hundred and ninety five English Calendar.

(Signed) For the Hongkong and Shanghai
Banking Corporation

E. G. Hillier.

Agent and Attorney.

(Signed) Shu Wen

Secretary of the Tsung li Yamen,

The schedule above referred to

Year	Date	Instalment of Principal due	Balance of principal Outstanding	Interest due	Total Due
1894	Dec. 31		3,000,000		
1895	June 30		"	90,000	90,000
	Dec. 31		"	"	90,000
1896	June 30		"	"	90,000
	Dec. 31		"	"	90,000
1897	June 30		"	"	90,000
	Dec. 31		"	"	90,000
1898	June 30		"	"	90,000
	Dec. 31		"	"	90,000
1899	June 30		"	"	90,000
	Dec. 31		"	"	90,000
1900	June 30		"	"	90,000
	Dec. 31	200,000	2,800,000	"	290,000
1901	June 30		"	84,000	84,000
	Dec. 31	200,000	2,600,000	84,000	284,000
1902	June 30		"	78,000	78,000
	Dec. 31	200,000	2,400,000	78,000	278,000
1903	June 30		"	72,000	72,000
	Dec. 31	200,000	2,200,000	72,000	272,000
1904	June 30		"	66,000	66,000
	Dec. 31	200,000	2,000,000	66,000	266,000
1905	June 30		"	60,000	60,000
	Dec. 31	200,000	1,800,000	60,000	260,000
1906	June 30		"	54,000	54,000
	Dec. 31	200,000	1,600,000	54,000	254,000
1907	June 30		"	48,000	48,000
	Dec. 31	200,000	1,400,000	48,000	248,000
1908	June 30		"	42,000	42,000
	Dec. 31	200,000	1,200,000	42,000	242,000
1909	June 30		"	36,000	36,000
	Dec. 31	200,000	1,000,000	36,000	236,000
1910	June 30		"	30,000	30,000
	Dec. 31	200,000	800,000	30,000	230,000
1911	June 30		"	24,000	24,000
	Dec. 31	200,000	600,000	24,000	224,000
1912	June 30		"	18,000	18,000
	Dec. 31	200,000	400,000	18,000	218,000
1913	June 30		"	12,000	12,000
	Dec. 31	200,000	200,000	12,000	212,000
1914	June 30		"	6,000	60,000
	Dec. 31	200,000	"	6,000	206,000
		<u>£. 3,000,000</u>		<u>£2,340,000</u>	<u>£5,340,000</u>

西歷一千八百九十五年大清政府四釐金債合同

中國奉准全權公使許景澄奉到中國大皇帝諭旨准與俄法各銀號商董商定合同以下各條開列於後

第一條

現中國國家訂借四釐息法銀虛數四萬萬佛郎計合德銀三萬二千三百二十萬馬克合英金一千五百八十二萬鎊合和蘭銀一萬九千一百二十萬佛洛林合俄銀一萬萬金盧布此項名爲西歷一千八百九十五年中國四釐息金錢借款所有本息均可照佛郎金鎊馬克和蘭之佛洛林俄之金盧布合算即以五百佛郎合德銀四百零四馬克英金十九鎊十五先令六本士和銀二百三十九佛洛林俄銀一百二十五金盧布爲定價

第二條

西歷九十五年七月初一日 中歷閏五月初九日 中國國家准借此款並准中國駐森彼德堡公使將以下所開各條商定畫押作爲切實憑據另立借款總據由中國辦理款事之員照式畫押此據即交森彼德堡各國商務銀號存執另繕各分由中國使館校對蓋戳後分送立合同各家

收執此款還清之後總據原件應繳還中國按銀號所售股票年息係從西歷七月初一日起算故此條亦用此日月

第三條

此項借款按照中國所立總據分爲股票計一號一張者五十萬張五號一張者五萬五千張二十五號一張者一千張每號以法銀五百佛郎德銀四百零四馬克英金十九鎊十五先令六本土和銀二百三十九佛洛林俄銀一百二十五金盧布爲定此股票並不寫明購票人姓氏其票文應用法英俄三國文字

第四條

此項股票應寫明照全本虛數周年四釐行息其息自西歷九十五年七月初一日起每六箇月一付每年以西歷正月初一日及七月初一日爲期此款最久分爲三十六年清還自九十六年爲始用掣簽之法由森彼德堡各國商務銀號辦理中國使館派員照看現以九十六年三月爲掣簽第一期以後按年均以三月爲期每年照虛數總款百分之一二八八六八分還票本並四釐息仍加付已銷票本之息牽算所掣股票號碼應還之本在是年七月初一日

付給付時須驗對股票連收條並未到期之息票完備如未到期之息票有缺即在應還本內扣算每次所掣號碼應並上屆已銷未領之票號碼刊列清單並登列俄國各款及巴黎兩款柏林兩款倫敦和蘭佛郎格福爾比利時瑞士等款所有刊登各費均歸中國發給其在一千九百十年按由本年推算為十有五年正月初一日以前每期掣票之數不能增多不能議減年息亦不能將借款全本清清

按此條每年分還本息之數洋文敘法冗晦其實每一萬萬佛郎應還票本一百二十八萬八千六百八十八佛郎再加年息四百萬佛郎其已銷票本之息郎作為遞還之本所謂本息牽算是也計四萬萬佛郎每年應還本息二千一百十五萬四千七百五十二佛郎

第五條

此項股票應聽購票人之使如在巴黎伯羅色爾及瑞士之什納甫地方購票則用佛郎在柏林佛郎格福爾用馬克在倫敦用金鎊在阿母斯達姆用佛洛林在森彼德堡用金盧布金盧布價

應照俄國八十五年錢例並照合同第一條所定價辦理

第六條

此項股票並息票無論此時及以後均不納中國各稅

第七條

此項未經掣銷之票其息票用完應由森彼德堡各國商務銀號添造息票發交各票主其造費仍歸中國發給票主不必另行出費亦不納中國費

第八條

現將所有辦理借款之各銀號開列於後 在巴黎之霍丁格爾公司銀號巴黎和蘭銀號利杭銀號推廣製造商務銀號巴黎愛斯剛脫銀號製造商務銀號 在伯羅色爾暨什納甫之巴黎和蘭分號 在倫敦之巴黎愛斯剛脫分號利杭分號俄羅斯通商分號 在柏林暨佛郎格福爾者俟森彼德堡各國商務銀號酌指 在森彼德堡之森彼德堡各國商務銀號俄羅斯通商銀號森彼德堡愛斯剛脫銀號倭爾噶喀瑪商務銀號以上各銀號經辦費用均照借款票本票息之數給與四分釐之一

第九條

此項借款以中國海關所入稅項及存票作爲押保如遇有付款阻隔或滯緩之處不拘何故

俄國國家與中國國家商明允許立合同之銀號各商董一面如期蟬聯周備發給到期應銷票本及票息之欸現由銀號商董將中國所給森彼德堡各國商務銀號之借款總據立爲各處分售之股票其票均應以中國借款標稱

按此條海關作保下本有另立押據四字於定訂時刪去

第十條

每年掣簽之事應由中國駐俄使館經理亦可派人代辦第四條所云刊報之事亦由使館詳細稽察以免錯誤中國使館有事與銀號商董通函可由森彼德堡各國商務銀號代寄此銀號即總理借款之事料理分送各處應用款項並稽查每年各銀號出入之本票息票每年中國國家應還本息即由中國駐俄使館經理其款應由使館約計上屆所用之數預備銀號商董應在一月前將本需用若干通知使館其款極遲須在還款之期二十天前如數交付銀號商董以便臨時發給

第十一條

銀號商董均允於合同畫押後即將此借款全行承攬照虛數法銀四萬萬佛郎合德銀三萬

二千三百二十萬馬克英金一千五百八十二萬鎊和蘭銀一萬九千一百二十萬佛洛林俄銀一萬萬金盧布作爲九四又八分之一扣用法銀照付此借款除費用外應用佛郎存於巴黎聽中國國家提用駐俄公使可以出合例收條將此款提用此項股票在未經刊竣分給以前應先由銀號商董自行出貲印草票分給各處購買股票人收執

第十二條

所有法國印稅及刻印股票工本發寄股票至各處銀號等事均由銀號商董料理所需各費應由中國國家發給以上各費若干即在借款內扣算至刊印新報及應完他國印稅刊布各處招貼在衙門存案等費均由銀號商董自給每股票均有取息之票附連此息票自西歷九十六年正月初一日

中歷十一月十八日

爲首期並以後息期

第十三條

銀號商董將此項股票刊印新報招攬銷售極遲在九十五年七月三十一日

中歷六月初十日起即

行刊登其所刊之稿應先由中國駐俄公使閱定方可發印

第十四條

此借款係照佛郎四萬萬虛數作九四又八分之一扣交付另加貼還中國自一千八百八十五年七月初一日起至交款之日止應出之四釐息此兩款均合作佛郎存於巴黎聽中國駐俄公使提用銀號商董可將此借款或一期統付或數期分付但極遲不能過西九十五年八月二十日中歷七月付第一次三分之一西十月初一日中歷八月十三日付第二次三分之一西九十六年正月初一日付第三次三分之一之期所有法國印稅刊印股票工料及發遞各處股票信費等項均由銀號商董清理後在豫備中國提款內照扣其豫備中國國家提用之款存於巴黎銀號商董應代中國駐俄使館指匯歐洲各處不收匯費如將此款指匯在歐洲以外各地方應由森彼德堡各國商務銀號籌一最有益中國之法辦理

第十五條

凡合同內畫押之各銀號彼此不相牽連茲將攤分之數開列如左 霍丁格爾公司銀號六千二百五十萬佛郎 巴黎和蘭銀號六千二百五十萬佛郎利杭銀號六千二百五十萬佛郎 巴黎愛斯剛脫銀號二千五百萬佛郎 推廣製造商務銀號二千五百萬佛郎 製造商務銀號一千二百五十萬佛郎 森彼德堡各國商務銀號七千五百萬佛郎 俄羅斯通

商銀號二千五百萬佛郎 森彼德堡愛斯剛脫銀號二千五百萬佛郎 倭爾噶喀瑪商務
銀號二千五百萬佛郎共計總數四萬萬佛郎

第十六條

在西歷九十六年正月十五日 中歷十二月初二日 以前除與銀號商董商明外中國暫不另行借用
金錢各債亦不准他人售賣各種借款股票惟遇有戰事此條可以不憑

按銀號商董議明合同畫押後極早約在西七月十五日起辦借款之事故算至正月十五
日爲六箇月期限

第十七條

自合同畫押之後遇有銀錢市價意外之事如法國股票跌至一百以下俄國股票跌至九十
八半以下則銀號商董可以辭辦此事然此酌量之處祇准在西歷七月初六日 中歷閏五月之
前銀號商董如經辭辦此合同即作爲廢

第十八條

森彼德堡各國商務銀號可代銀號商董與中國駐俄使館商辦各事並能代銀號商董出具

無論多少數目之合例收條

第十九條

此合同應立兩分一交中國駐俄使館收存一交銀號商董收存即由總商董按各銀號商董人數另鈔若干分分送存查此鈔稿應由中國駐俄使館核對加戳遇有可疑不符之處應以法文爲準

按合同原擬二十條今改爲十九條

光緒二十一年閏五月十四日即

西歷一千八百九十五年七月初六日立於森彼德堡

債款合同彙編

附總理各國事務衙門片文

爲片行事所有俄法借款每年應還本息細數本衙門現已核算清楚相應開送
貴部查照備案可也

第一年兩期

西曆一千八百九十六年正月初一日即光緒二十一年十一月十七日

西曆一千八百九十六年七月初一日即光緒二十二年五月二十一日

應付息銀一千六百萬佛郎

還本銀五百十五萬四千七百五十二佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二年兩期

西曆一千八百九十七年正月初一日即光緒二十二年十一月二十八日

西曆一千八百九十七年七月初一日即光緒二十三年六月初二日

應付息銀一千五百七十九萬三千八百一十一佛郎

還本銀五百三十六萬零九百四十一佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第三年兩期

西歷一千八百九十八年正月初一日即光緒二十三年十二月初九日

西歷一千八百九十八年七月初一日即光緒二十四年五月十三日

應付息銀一千五百五十七萬九千三百七十四佛郎

還本銀五百五十七萬五千三百七十八佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第四年兩期

西歷一千八百九十九年正月初一日即光緒二十四年十一月二十日

西歷一千八百九十九年七月初一日即光緒二十五年五月二十四日

應付息銀一千五百三十五萬六千三百五十八佛郎

還本銀五百七十九萬八千二百九十四佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第五年兩期

西歷一千九百年正月初一日即光緒二十五年十二月初一日

西歷一千九百年七月初一日即光緒二十六年六月初六日

應付息銀一千五百十二萬四千四百二十二佛郎

還本銀六百零三萬零三百三十佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第六年兩期

西歷一千九百一年正月初一日即光緒二十六年十一月十二日

西歷一千九百一年七月初一日即光緒二十七年五月十七日

應付息銀一千四百八十八萬三千二百零九佛郎

還本銀六百二十七萬一千五百四十三佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第七年兩期

西歷一千九百二年正月初一日即光緒二十七年十一月二十四日

西歷一千九百二年七月初一日即光緒二十八年五月二十八日

應付息銀一千四百六十三萬二千三百四十八佛郎

還本銀六百五十二萬二千四百零四佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第八年兩期

西歷一千九百三年正月初一日即光緒二十八年十二月初五日

西歷一千九百三年七月初一日即光緒二十九年閏五月初九日

應付息銀一千四百三十七萬一千四百五十一佛郎

還本銀六百七十八萬三千三百零一佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第九年兩期

西歷一千九百四年正月初一日即光緒二十九年十一月十六日

西歷一千九百四年七月初一日即光緒三十年五月二十日

應付息銀一千四百十萬零零一百十九佛郎

還本銀七百零五萬四千六百三十三佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第十年兩期

西歷一千九百五年正月初一日即光緒三十年十一月二十八日

西歷一千九百五年七月初一日即光緒三十一年六月初一日

應付息銀一千三百八十一萬七千九百三十四佛郎

還本銀七百三十三萬六千八百十八佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第十一年兩期

西歷一千九百六年正月初一日即光緒三十一年十二月初九日

西歷一千九百零六年七月初一日即光緒三十二年五月十二日

應付息銀一千三百五十二萬四千四百六十一佛郎

還本銀七百六十三萬零二百九十一佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第十二年兩期

西歷一千九百零七年正月初一日即光緒三十三年十一月十九日

西歷一千九百零七年七月初一日即光緒三十三年五月二十三日

應付息銀一千三百二十一萬九千二百四十九佛郎

還本銀七百九十三萬五千五百零三佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第十三年兩期

西歷一千九百零八年正月初一日即光緒三十三年十一月三十日

西歷一千九百零八年七月初一日即光緒三十四年六月初五日

應付息銀一千二百九十萬零一千八百二十九佛郎

還本銀八百二十五萬二千九百二十三佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第十四年兩期

西歷一千九百九年正月初一日即光緒三十四年十二月十二日

西歷一千九百九年七月初一日即光緒三十五年五月十六日

應付息銀一千二百五十七萬一千七百十二佛郎

還本銀八百五十八萬三千零四十佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第十五年兩期

西歷一千九百十年正月初一日即光緒三十五年十一月二十二日

西歷一千九百十年七月初一日即光緒三十六年五月二十七日

應付息銀一千二百二十二萬八千三百九十一佛郎

還本銀八百九十二萬六千三百六十一佛郎

共付息銀二千一百十五萬四千七百五十二佛郎

第十六年兩期

西歷一千九百十一年正月初一日即光緒三十六年十二月初三日

西歷一千九百十一年七月初一日即光緒三十七年六月初八日

應付息銀一千一百八十七萬一千三百三十七佛郎

還本銀九百二十八萬三千四百十五佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第十七年兩期

西歷一千九百十二年正月初一日即光緒三十七年十一月十五日

西歷一千九百十二年七月初一日即光緒三十八年五月十九日

應付息銀一千一百五十萬佛郎

還本銀九百六十五萬四千七百五十二佛郎

共付息銀二千一百十五萬四千七百五十二佛郎

第十八年兩期

西歷一千九百十三年正月初一日即光緒三十八年十一月二十六日

西歷一千九百十三年七月初一日即光緒三十九年五月二十九日

應付息銀一千一百十一萬三千八百十佛郎

還本銀一千零零四萬零零九百四十二佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第十九年兩期

西歷一千九百十四年正月初一日即光緒三十九年十二月初八日

西歷一千九百十四年七月初一日即光緒四十年閏五月十一日

應付息銀一千零七十一萬二千一百七十二佛郎

還本銀一千零四十四萬二千五百八十佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十年兩期

西歷一千九百十五年正月初一日即光緒四十一年十一月十八日

西歷一千九百十五年七月初一日即光緒四十一年五月二十二日

應付息銀一千零二十九萬四千四百六十九佛郎

還本銀一千零八十六萬零二百八十三佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十年兩期

西歷一千九百十六年正月初一日即光緒四十一年十一月二十八日

西歷一千九百十六年七月初一日即光緒四十二年八月初四日

應付息銀九百八十六萬零零五十八佛郎

還本銀一千一百二十九萬四千六百九十四佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十二年兩期

西歷一千九百十七年正月初一日即光緒四十二年十二月初四日

西歷一千九百十七年七月初一日即光緒四十三年五月十五日

應付息銀九百四十萬零八千二百七十佛郎

還本銀一千一百七十四萬六千四百八十二佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十二年兩期

西歷一千九百十八年正月初一日即光緒四十三年十一月十一日

西歷一千九百十八年七月初一日即光緒四十四年五月二十五日

應付息銀八百九十三萬八千四百一十一佛郎

還本銀一千二百二十一萬六千三百四十一佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十四年兩期

西歷一千九百十九年正月初一日即光緒四十四年十二月初八日

西歷一千九百十九年七月初一日即光緒四十五年六月初六日

應付息銀八百四十四萬九千七百五十七佛郎

還本銀一千二百七十萬零四千九百九十五佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十五年兩期

西歷一千九百二十年正月初一日即光緒四十五年十一月十三日

西歷一千九百二十年七月初一日即光緒四十六年五月十八日

應付息銀七百九十四萬一千五百五十七佛郎

還本銀一千三百二十一萬三千一百九十五佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十六年兩期

西歷一千九百二十一年正月初一日即光緒四十六年十一月二十五日

西歷一千九百二十一年七月初一日即光緒四十七年 月 日

應付息銀七百四十一萬三千零二十九佛郎

還本銀一千三百七十四萬一千七百二十三佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十七年兩期

西歷一千九百二十二年正月初一日即光緒四十七年 月 日

西歷一千九百二十二年七月初一日即光緒四十八年 月 日

應付息銀六百八十六萬三千三百六十佛郎

還本銀一千四百二十九萬一千三百九十二佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十八年兩期

西歷一千九百二十三年正月初一日即光緒四十八年 月 日

西歷一千九百二十三年七月初一日即光緒四十九年 月 日

應付息銀六百二十九萬一千七百零四佛郎

還本銀一千四百八十六萬三千零四十八佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第二十九年兩期

西歷一千九百二十四年正月初一日即光緒四十九年 月 日

西歷一千九百二十四年七月初一日即光緒五十年 月 日

應付息銀五百六十九萬七千一百八十二佛郎

還本銀一千五百四十五萬七千五百七十佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第三十年兩期

西歷一千九百二十五年正月初一日即光緒五十年 月 日

西歷一千九百二十五年七月初一日即光緒五十一年 月 日

應付息銀五百零七萬八千八百七十九佛郎

還本銀一千六百零七萬五千八百七十三佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第三十一年兩期

西歷一千九百二十六年正月初一日即光緒五十一年 月 日

西歷一千九百二十六年七月初一日即光緒五十二年 月 日

應付息銀四百四十三萬五千八百四十四佛郎

還本銀一千六百七十一萬八千九百零八佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第三十二年兩期

西歷一千九百二十七年正月初一日即光緒五十二年 月 日

西歷一千九百二十七年七月初一日即光緒五十三年 月 日

應付息銀三百七十六萬七千零八十八佛郎

還本銀一千七百三十八萬七千六百六十四佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第三十三年兩期

西歷一千九百二十八年正月初一日即光緒五十四年

月

日

西歷一千九百二十八年七月初一日即光緒五十四年

月

日

應付息銀三百零七萬一千五百八十二佛郎

還本銀一千八百零八萬三千一百七十佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第三十四年兩期

西歷一千九百二十九年正月初一日即光緒五十四年

月

日

西歷一千九百二十九年七月初一日即光緒五十五年

月

日

應付息銀二百三十四萬八千二百五十五佛郎

還本銀一千八百八十萬零六千四百九十七佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第三十五年兩期

西歷一千九百三十年正月初一日即光緒五十年 月 日

西歷一千九百三十年七月初一日即光緒五十六年 月 日

應付息銀一百五十九萬五千九百九十五佛郎

還本銀一千九百五十五萬八千七百五十七佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

第三十六年兩期

西歷一千九百三十一年正月初一日即光緒五十六年 月 日

西歷一千九百三十一年七月初一日即光緒五十七年 月 日

應付息銀八十一萬三千六百四十五佛郎

還本銀二千零三十四萬一千一百零七佛郎

共付本息銀二千一百十五萬四千七百五十二佛郎

債款合同彙編

ENTRE LES SOUSSIGNÉS:

Son Excellence Shu-King-Chen, Envoyé Extraordinaire et Ministre Plénipotentiaire de S. M. l'Empereur de Chine, agissant en vertu des pleins-pouvoirs du Gouvernement Impérial de Chine, et dûment autorisé par Décret de S. M. l'Empereur de Chine, daté de Pékin,

d'une part,

et un Syndicat, composé de

M. M. Hottinguer & C ^{ie} ,	Paris.
La Banque de Paris et des Pays-Bas,	„
Le Crédit Lyonnais,	„
La Société Générale pour favoriser le développement du Commerce et de l'Industrie en France	„
Le Comptoir National d'Escompte de Paris,	„
La Société Générale de Crédit Industriel et Commercial,	„
La Banque Internationale de Commerce à St. Pétersbourg,	St. Pétersbourg
La Banque d'Escompte de St. Pétersbourg,	„
La Banque Russe pour le Commerce Etranger	„
La Banque de Commerce de Volga-Kama	„

d'autre part,

il a été convenu ce qui suit:

Article. I.

En vertu d'un édit de S. M. l'Empereur de Chine, le Gouvernement Impérial de Chine procédera à l'émission d'un emprunt or 4 % d'un montant nominal de Frs. 400,000,000=M. 323,200,000=Liv. Stg. 15-820,000=Fl. P.-B. 191,200,000=R.-or 100,000,000.

Cet Emprunt recevra la dénomination de (Emprunt Chinois 4 % or 1895) et, pour le capital et les intérêts, il sera émis en Francs, Livres Sterling, Reichsmark, Florins des Pays-Bas et Roubles-or, sur la base de Frs 509=M. 404=Liv. Stg. 19,15,6=Fl. P. B. 239=R.-or 125.

Article II.

Par Édité du 1er Juillet 1895 n. s., Sa Majesté l'Empereur de Chine donne force légale à l'Emprunt Chinois 4 % or 1895 et a dûment autorisé son Ministre Plénipotentiaire à St. Pétersbourg à conclure et à signer les conditions de l'Emprunt, telles qu'elles sont stipulées aux articles suivantes.

Il sero créé une obligation générale pour tout l'Emprunt Chinoise 4 % or 1895, laquelle sera munie des signatures légales chinoises. Cette obligation sera remise à la Banque International de Commerce à St. Petersbourg et chaque contractant en recevra une copie légalisée par la Légation Impériale de Chine à St. Pétersbourg. Après amortissement complet de l'Emprunt, l'original sera rendu au Gouvernement Impérial de Chine.

Article III.

Sur la base de cette obligation générale, il sera émis des certificats du nouvel Emprunt, divisés en

500,000		coupures de une obligation,
55,000	„	cinq obligations,
1,000	„	vingt-cinq obligations,

chaque obligation étant de Frs 500 M=404=Liv. Stg. 19. 15. 6 Fl. P.-B. 239=R. or 125.

Les certificats du nouvel Emprunt seront au porteur et leur texte sera libellé en français et russe.

Article IV.

Les obligations du présent Emprunt porteront 4 % d'intérêt par an sur le capital nominal.

Les intérêts courront à dater du 1er Juillet 1895, nouveau style, et seront payables semestriellement, savoir: le 1er Janvier et le 1er Juillet de chaque année, nouveau style.

L'emprunt sera amorti en 36 ans au plus, à partir de 1896, par voie de tirages au sort qui auront lieu à la Banqui Internationale de Commerce à St. Pétersbourg en présence d'un délégué de la Légation de Chine, au mois de Mars de chaque année, à partir de Mars 1096, date du premier tirage.

A l'amortissement, il sera affecté, chaque année, 1,288, 688% du montant nominal de l'Emprunt, plus 4 % du montant nominal des titres déjà amortis.

Les obligations sorties aux tirages seront payées à dater du 1er Juillet suivant, contre remise des titres munis de leur talon et de tous les coupons échéant après le term de remboursement. Le montant des coupons manquants sera déduit du capital à rembourser. Les numéros des obligations sortis à chaque tirage seront dûment publiés et feront l'objet d'une liste spéciale, à laquelle sera annexée la spécification détaillée de celles des obligations sorties aux tirages précédents qui n'auraient pas encore été présentées au remboursement.

Ces publications auront lieu aux frais du Gouvernement Impérial de Chine, dans des journaux Russes, dans deux journaux de Paris et dans deux journaux de Berlin, un journal de Londdres, un d'Amsterdam, un de Francfort s/M., un de Bruxelles et un de Genève.

Jusqu'au 1er Janvier 1910, l'amortissement ne pourra être augmenté et, jusqu'à ladite date, il ne sera procédé ni à la conversion, ni au remboursement du présent Emprunt.

Article V.

Le service des titres s'effectuera, au gré des détenteurs à Paris, Bruxelles et Genève en Francs; à Berlin et Francfort s/M. en Reichsmark; à Londres en Livres Sterling; à Amsterdam, en Florins des Pays-Bas; à St. Pétersbourg en Roubles or (Conformément à la Loi monétaire du 17/29 Décembre 1885) et ce aux parités mentionnées à l'article 1er.

Article VI.

Les titres et coupons du présent Emprunt seront exempts à tout jamais de tout impôt chinois présent et à venir, ainsi que de tout autre prélèvement de la part de la Chine.

Article VII.

A l'épuisement des feuilles de coupons des obligations et contre remise es talons appartenant aux obligations non sorties au titage, la Banque Internationale de Commerce à St. Pétersbourg fera confectionner, aux frais du Gouvernement Impérial de Chine, de nouvelles feuilles de coupons qui seront délivrées aux porteurs, sans aucuns frais pour eux, et franco de tout impôt chinois.

Article VIII.

Seront exclusivement chargés du service de l'Emprunt Chinois 4 % or 1895.

les guichets ci-après :

à Paris: M. M. Hottinguer & Cie

„ la Banque de Paris et des Pays-Bas,

„ le Crédit Lyonnais,

-
- à Paris: la Société Générale pour favoriser le développement du Commerce et de l'Industrie en France,
- „ le Comptoir National d'Escompte de Paris,
- „ la Société Générale de Crédit Industriel et Commercial,
- à Bruxelles: la Succursale de la Banque de Paris et des Pays-Bas,
- à Genève: l'Agence du Crédit Lyonnais;
- à Amsterdam: la Succursale de la Banque de Paris et des Pays-Bas,
- à Londres: l'Agence du Comptoir National d'Escompte de Paris,
- „ l'Agence du Crédit Lyonnais,
- „ la Succursale de la Banque Russe pour le Commerce Etranger,
- à Berlin: { pour compte de la Banque Internationale de Commerce à St. Pétersbourg,
- à Francfort s/M: { aux guichets qui seront désigné par elle,
- à St. Pétersbourg: la Banque Internationale de Commerce à St. Pétersbourg,
- „ la Banque Russe pour le Commerce Etranger,
- „ la Banque d'Escompte de St. Pétersbourg,
- „ la Banque de Commerce de Volga-Kama;

La Commission allouée aux guichets sur le montant des coupons et titres du présent emprunt est, uniformément pour toutes les maisons, fixée [à 1/4 % (un quart pour cent).

Article. IX.

Le présent Emprunt est garanti par les droits perçus aux Douanes Maritimes de Chine et par dépôt de (Bons de Douans).

En outre, dans le cas où, par quelque motif que ce soit, le service de l'Emprunt viendrait à se trouver en souffrance ou en retard, le Gouvernement Impérial de Russie, d'accord avec le Gouvernement Impérial de Chine, prend vis-à-vis des Banques et Maisons contractantes, l'engagement de parfaire, de son côté, et de placer à leur disposition à bonne date, au fur et à mesure des échéances toutes les sommes nécessaires pour le paiement des coupons et titres amortis du présent Emprunt.

Les titres mis en circulation par le Syndicat en représentation de l'obligation globale, déposée à la Banque Internationale de Commerce à St. Pétersbourg, seront libellés au nom du Gouvernement Impérial de Chine.

Article X.

La Légation Impérial de Chine à St. Pétersbourg procédera où fera procéder au tirage annuel des titres et veillera à ce que les publications spécifiées à l'article 4 aient lieu régulièrement.

La correspondance de la Légation Impériale de Chine avec les contractants aura lieu exclusivement par l'entremise de la Banque Internationale de Commerce à St. Pétersbourg, qui gèrera la comptabilité générale de l'Emprunt, veillera à ce que les fonds nécessaires au service de l'Emprunt soient répartis comme il conviendra, et à laquelle les autres guichets feront parvenir, dûment annulés, les titres et coupons acquittés par eux.

Par l'entremise de Sa Légation à St. Pétersbourg, le Gouvernement Impérial de Chine pourvoira en temps utile

les maisons chargées du service de l'Emprunt Chinois % or de 1895, des montants à ce nécessaires, dans la mesure des besoins constatés dans le semestre correspondant de l'année précédente. Un mois avant chaque échéance, la Banque Internationale de Commerce à St. Pétersbourg, au nom des contractants, fournira à la Légation Impériale de Chine à St. Pétersbourg les données nécessaires. Le Gouvernement Impérial de Chine s'engage à faire tenir aux guichets sur la base de ces indications, les montants nécessaires, vingt jours au moins avant l'échéance respective.

Article XI.

Le syndicat s'engage à prendre ferme et prend ferme par le fait seul de la signature du présent contrat l'Emprunt Chinois 4 % 1895, d'un montant nominal de frs. 400,000,000 =M. 323,200,000=Liv. Stg. 15,820,000=Fl. P.-B. 191,200,000 =R. or 100,000,000 au prix de 94 1/8 % (quatre-vingt-quatorze et un huitième pour cent) du capital nominal un Francs.

Le décompte de l'Emprunt sera établi sur le capital nominal en Francs et le produit net revenant au Gouvernement Impérial de Chine, sera mis à sa disposition à Paris.

Le Ministre de Chine à St. Pétersbourg est autorisé à disposer, après dépôt à la Banque Internationale de Commerce à St. Pétersbourg de l'obligation générale, du produit de l'Emprunt et à en donner au Syndicat bonne et valable quittance.

Jusqu'à la confection des titres définitifs, le syndicat émettra à ses frais sur chaque place, des certificats provisoires spéciaux.

Article XII.

Le Syndicat se chargera du payment des frais de timbre français ainsi que de ceux de confection et d'envoi des titres définitifs pour le compte du Gouvernement Impérial de Chine. Le montant de ces frais sera déduit du produit de l'Emprunt. Tous les autres frais tels que publicité, débours pour autre timbres étrangers, greffe, enregistrement ect, incombent au Syndicat. Les titres définitifs seront munis du conpon échéant le 1er Janvier 1895 nouveau style et des coupons suivants.

Article XIII.

Le Syndicat émettra l'Emprunt Chinois 4 % or 1895, par voie de souscription publique, le 31 Juillet 1895 au plus tard. Le prospectus de la souscription est approuvé par M-r le Ministre de Chine à St.Pétersbourg.

Article XIV.

Le décompte de l'opération se fera sur la base de la valeur nominale en francs, au prix de 94 1/8 %, plus les intérêts courus du 1er Juillet 1895 jusqu'au jour du décompte, ces intérêts étant caleulés à 4 % l'an. Les montants ainsi établis en Francs seront tenus, à Paris, à la disposition de M-r le Ministre de Chine à St.Pétersbourg.

Le Syndicat peut régler l'Emprunt Chinois 4 % or 1895, en une ou plusieurs fois à son choix. En tous eas, le tiers du produit devra être tenu à la disposition du Gouvernement Impérial de Chine, comme il est dit ci-dessus, le vingt Août 1895 au plus tard, un second tiers, le premier octobre 1895 et le solde le premier Janvier 1896, nouveau style.

Les frais de timbre français et eaux de confection et d'envoi des titres seront déduits de la somme à mettre à la

disposition du Gouvernement Impérial de Chine, après leur paiement.

Sur les sommes as trouvant à Paris à la disposition du Gouvernement Impérial de Chine, le Syndicat effectuera, sans frais, sur l'une quelconque des places européennes les remises (transferts) qui lui seront demandées par Monsieur le Ministre de Chine à St. Pétersbourg.

Les remises hors d'Europe seront soignées exclusivement par la Banque Internationale de Commerce à St. Pétersbourg, qui veillers à ce qu'elles se fassent au mieux des intérêts du Gouvernement Impérial de Chine.

Article XV.

Les contractants participent au présent contrat sant solidarité entre eux et dans les proportions suivantes :

Messieurs Hottinguer & Cie,	pour frs. 62.500.000
La Banque de Paris et des Pays-Bas,	,, ,, 62.500,000
Le Crédit Lyonnais,	,, ,, 62.500.000
Le Comptoir National d'Escompte de Paris,	,, ,, 25.000.000
La Société Générale pour favoriser le développement du Commerce et de l'Industrie en France,	,, ,, 25.000.000
La Société Générale de Crédit Industriel et Commercial,	,, ,, 12,500.000
La Banque Internationale de Commerce à St. Pétersbourg,	,, ,, 75.000.000
La Banque Russe pour le Commerce Etranger,	,, ,, 25.000.000
La Banque d'Escompte de St. Pétersbourg,	,, ,, 25.000.000
La Banque de Commerce de Volga-Kama,	,, ,, 25.000,000
	<u>Total Frs. 400.000,000</u>

Article XVI.

Jusqu'au 15 Janvier 1896, le Gouvernement Impérial de Chine ne procédera à aucune émission de fonds en or et ne laissera procéder à aucune émission de valeurs Chinoises en or, garanties par l'Etat, à moins d'une entente préalable avec le Syndicat.

Exception est faite uniquement pour le cas de guerre.

Article XVII.

S'il vient à se produire des événements extraordinaires, par exemple si la rente française baisse au-dessous du pair ou les consolidés russes 4 % au-dessous de 98 1/2 %, le Syndicat aura le droit de décliner l'exécution du présent contrats. Toutefois cette faculté de résiliation ne lui est ouverte qu'avant le 24 Juin/6 Juillet 1895.

Dans le cas de résiliation des engagements du Syndicat, le présent contrat devient nul et de nul effet.

Article XVIII.

La Banque Internationale de Commerce à St. Pétersbourg a tous pouvoirs pour agir au nom du Syndicat auprès de la Légation de Chine à St. Pétersbourg. Ladite Banque est autorisée à donner bonne et valable quittance au nom du Syndicat de toute somme ou valeur.

Article XIX.

Le présent contrat sera établi en deux exemplaires, dont un pour la Légation Impériale de Chine à St. Pétersbourg et un autre pour le Syndicat et, il en sera expédié autant de copie que le Syndicat compte de membres. Les copies seront certifiées par la Légation Imperiale de Chine à St. Pétersbourg.

En cas de doute ou de différence, le texte français fera seul foi pour l'interprétation du contrat.

Fait à St. Pétersbourg, le 24 Juin/6 Juillet mil huit cent quatre-vingt quinze-le 14ème jour de la 5eme lune bis de la 21ème année de Kuang-Tseu de la Dynastie de Ta Tching.

Signé: SHU.

En vertu des pleins pouvoirs pour le Syndicat, à savoir:

pour: Hottingeur & Cie

„ la Banque de Paris et des Pays-Bas

„ le Crédit Lyonnais

„ la Société Générale pour favoriser le développement
du Commerce et de l'Industrie en France

„ le Comptoir National d'Escompte de Paris

„ la Banque d'Escompte de St. Pétersbourg

„ la Société Générale de Crédit Industriel et
Commercial

„ la Banque Internationale de Commerce à St.
Pétersbourg

„ la Banque Russe pour le Commerce Etranger

„ la Banque de Commerce de Volga-Kama

Signé: J. Hottinguer.

Signé: Ed. Noetzlin.

Signé: René Brice.

Signé: A. Rothstein.



克薩借款合同

西歷一千八百九十五年清政府六厘金欸合同

立訂合同事茲因光緒二十一年三月三十日即西歷一千八百九十五年四月二十四號大清欽差出使大臣龔與英商克薩即承訂合同人所立借欸合同於光緒二十一年閏五月初三日即西歷一千八百九十五年六月二十五號議定更改續立憑據所有此欸改戶部借及議改名條於光緒二十一年閏五月初六日即西歷一千八百九十五年六月二十八號欽奉諭旨允准合將改訂合同條款開列於下

計開

- (一)承訂合同人呈繳大清國家英金九十五萬五千鎊大清國家發給承訂合同人股票英金一百萬鎊辦理情形及付款日期悉列於後
- (二)大清國家付此項借款英金一百萬鎊利息按週年六厘以金欸還清之日爲止該利息應在倫敦付以金鎊按西歷一千八百九十六年正月一號此款以二十年爲期前五年付利後十五年本利併還以十五年之期將所出股票英金一百萬鎊按後附第一單分年掣號清還第一次掣號之期係西歷一千九百一年五月一號應還掣出股票之本則係七月一號是

即自西本年七月二號起二十年内將全款還清至掣出股票之號數應登倫敦太晤士新聞紙內俾執票人知曉

(三) 大清國家特允所有清還此款辦法及日期均照合同內所載辦理

(四) 所出此款股票每票填英金一百鎊該股票款式應與合同後附之第一單內所載股票及利息票之款式一律至蓋印等事亦按第一單內股票款式所載辦法辦理所有印刷股票費及英國國家印稅均由承訂合同人付給

(五) 應付之利及應還之本以中國各通商口岸海關稅課作保作保之次序緊列在西歷一千八百九十五年大清國家所借英金三百萬鎊六厘息金款之後而在後來借款之前以此款本利還清之日爲止大清國家不令後來借款或抵或當列在此次借款英金一百萬鎊之前及與平列致此借款每年本利應需之海關稅項不能周轉有碍擔保如以後大清國家借款以關稅作抵或作保應聲明列在此款之後所有以關稅作保此款應需之文具大清國家飭令應發之官照發以上所稱擔保此款係指本利而言

(六) 大清國家允由應給票之官遵旨在上海發給關票並蓋印由稅務司簽字交上海麥加

利銀行收存爲加保之據該關票款式仿照西歷一千八百九十五年大清國家六厘息金款辦理並填明擔保列在後來借款之前該關票內所填數目若干應按承訂合同人每次所交之款連息若干照填如在上海交款則於交款時給關票與上海麥加利銀行如在倫敦交款若干則於交款之前一日給關票與上海麥加利銀行庶於承訂合同人交清借款之日或先期將關票全存該銀行

(七) 大清國家允按全款英金一百萬鎊並所有利息再給金鎊關票爲再加保之用由大清通商口岸海關監督及海關所在之省分督撫蓋印由稅務司簽押於出售股票日起三個月內存於上海麥加利銀行如此款利息或此款分期歸還之本未能按期交與該銀行則用該關票在中國各通商口岸完納稅課

(八) 大清國家即將奉旨准照所議條款辦理之諭旨照會英國駐北京大臣

(九) 大清國家允准承訂合同人以麥加利銀行作爲辦事人在倫敦出售股票至出票之期以及款式售價等事均由承訂合同人酌定不得過合同所允之限制

(十) 大清國家發出還本付利之款均由麥加利銀行承收代付每次付利還本之款至遲須

於屆期十四天前交到倫敦麥加利銀行大清國家允准承訂合同人派該銀行辦理此事所有該銀行出票費以及一切費用均與中國無涉

(十一)此款每年掣號還本應在倫敦辦理其辦法與中國已在倫敦所出之股票辦法一律即派麥加利銀行爲經手人辦理此事還本及付利每半年一次利息至繳回收存塗銷已掣還之股票等事亦歸該銀行辦理

(十二)大清國家欽差駐英大臣龔於合同畫押之後即致一函與麥加利銀行其款式載在第二單內

(十三)俟第八及十二兩條照辦之後承訂合同人自立合同之日起三日內交英金十萬鎊十日內交二十萬十七日內交二十萬鎊二十五日交四十五萬五千鎊共計九十五萬五千鎊分四批交清須按第六條給以關票如欲將款項在倫敦交付若干應兩日前函知承訂合同人照辦否則如上海有銀可兌即均在上海按付款之日金鎊市價付銀照此付清之後承訂合同人承應之事一律完竣

附列第一單

股票款式

第 號西歷一千八百九十五年四月 即光緒二十一年三月分

大清國家一百萬鎊六厘息金款光緒二十一年三月二十八日即西歷一千八百九十五年四月十二號奉旨准辦光緒二十一年閏五月初六日即西歷一千八百九十五年六月二十八號奉旨著照所議辦理已由大清總理衙門照會英國駐札北京使館股票每張英金一百鎊計票一萬張號數由一至一萬此票計英金一百鎊執此票者得向大清國家收英金一百鎊並自西歷一千八百九十五年七月一號起週年六厘利息利息於西歷每年正月一號及七月一號付給本錢按年掣號於半年付利之日付給所有此票利息至掣還本錢之日為止無論執票人繳票領本與否執票人須繳股票後附之利息票始能領利須繳股票連未付之利息票始能領本所有本利俱在倫敦由麥加利銀行付以金鎊此股票係一號至一萬號一萬張股票中之一張日期款式均同一萬張股票合計英金一百萬鎊所有股票按後列掣還本錢表分年拈鬮掣還本第一次掣號之期訂於西歷一千九百一年五月一號即於是年七月一號還掣出股票之本大清國家特允所有清還此款辦法及日期均照合同所載辦理此

股票奉旨允准出售按此票後列條款辦理大清欽差出使英國大臣於此畫押蓋印爲証

經手出售此股票麥加利銀行總辦簽字西歷一千八百九十五年七月二號

西歷一千八百九十五年四月大清國家六厘利息金款股票第 號利息票第 號

此張利息票計半年利息英金三鎊西歷一千八百九十六年正月一號在倫敦麥加利銀行付給計英金三鎊 此次借款以二十年爲期前五年付息不還本後十五年掣還本錢掣號之期自西歷一千九百一年五月一號起 此款股票由大清國駐倫敦大臣蓋印爲証 此款海關擔保次序列在西歷一千八百九十五年大清國家三百萬鎊六厘息金款之後而在後來一切借款之前以此款本利還清爲止 此款未還清時後來借款列在其前或與之并列致此款每年本利應須之關稅不能周轉有損擔保以後借款以關稅作抵或作保列在此款之後並於該約據內聲明此項本利並以關票作爲加保填明列在後來借款之前於交款之先由大清國家發交上海麥加利銀行收存所有此款本利再以金鎊關票加保由大清通商口岸海關監督及海關所在之省分督撫蓋印由稅務司簽字該票於三個月內一併交上海麥加利銀行收存如此款利息或此款分期歸還之本未能按期交與上海該銀行則可用

該關票在中國各通商口岸完納稅課

掣還本錢表

西歷	還英金
一千九百一一年七月一號	六萬六千六百磅
一千九百一二年七月一號	六萬六千七百磅
一千九百一三年七月一號	六萬六千七百磅
一千九百一四年七月一號	六萬六千六百磅
一千九百一五年七月一號	六萬六千七百磅
一千九百一六年七月一號	六萬六千七百磅
一千九百一七年七月一號	六萬六千六百磅
一千九百一八年七月一號	六萬六千七百磅
一千九百一十九年七月一號	六萬六千七百磅
一千九百二十年七月一號	六萬六千六百磅
一千九百二十一年七月一號	六萬六千七百磅

克薩洋款

七

一千九百十二年七月一號

六萬六千七百磅

一千九百十三年七月一號

六萬六千六百磅

一千九百十四年七月一號

六萬六千七百磅

一千九百十五年七月一號

六萬六千七百磅

以上共計英金一百萬磅

附列第二單

大清欽差出使英國大臣致麥加利銀行信式 倫敦麥加利銀行逕啓者西歷一千八百九十五年四月大清國家一百萬鎊六厘利息金款欽奉諭旨准借派貴銀行出售此款股票此佈彼此言明所有條款俱以此改訂之合同爲憑大清光緒二十一年閏五月初九日即西歷一千八百九十五年七月一號大清欽差出使英國大臣龔與承訂合同人克薩畫押蓋印 龔押 克薩押 參贊馬格里証 師道斯証克薩之証 龔大臣之押 英商克薩借款英金一百萬鎊歸本利單

計開

西歷一千八百九十六年正月一號

付利英金二萬鎊

一千八百九十六年七月一號

三萬鎊

一千八百九十七年正月一號

三萬鎊

一千八百九十七年七月一號

三萬鎊

一千八百九十八年正月一號

三萬鎊

一千八百九十八年七月一號

三萬鎊

一千八百九十九年正月一號

三萬鎊

一千八百九十九年七月一號

三萬鎊

一千九百年正月一號

三萬鎊

一千九百年七月一號

三萬鎊

一千九百一年正月一號

三萬鎊

一千九百一年七月一號

三萬鎊

還本六萬六千六百鎊

克薩洋款

九

一千九百二年正月一號

二萬八千零二鎊

一千九百二年七月一號

二萬八千零二鎊

還本六萬六千七百鎊

一千九百三年正月一號

二萬六千零一鎊

一千九百三年七月一號

二萬六千零一鎊

還本六萬六千七百鎊

一千九百四年正月一號

二萬四千鎊

一千九百四年七月一號

二萬四千鎊

還本六萬六千六百鎊

一千九百五年正月一號

二萬二千零二鎊

一千九百五年七月一號

二萬二千零二鎊

還本六萬六千七百鎊

一千九百六年正月一號

二萬零一鎊

一千九百零六年七月一號

二萬零一鎊

一千九百零七年正月一號

還本六萬六千七百鎊

一萬八千鎊

一千九百零七年七月一號

一萬八千鎊

一千九百零八年正月一號

還本六萬六千六百鎊

一萬六千零二鎊

一千九百零八年七月一號

一萬六千零二鎊

一千九百零九年正月一號

還本六萬六千七百鎊

一萬四千零一鎊

一千九百零九年七月一號

一萬四千零一鎊

還本六萬六千七百鎊

一千九百一十年正月一號

一萬二千鎊

一千九百一十年七月一號

一萬二千鎊

克薩洋款

一千九百十一年正月一號

還本六萬六千六百鎊

一萬零零二鎊

一千九百十一年七月一號

一萬零零二鎊

還本六萬六千七百鎊

八千零零一鎊

一千九百十二年正月一號

八千零零一鎊

一千九百十二年七月一號

還本六萬六千七百鎊

六千鎊

一千九百十三年正月一號

六千鎊

一千九百十三年七月一號

還本六萬六千六百鎊

四千零零二鎊

一千九百十四年正月一號

四千零零二鎊

一千九百十四年七月一號

還本六萬六千七百鎊

一千九百十五年正月一號

二千零零一鎊

一千九百十五年七月一號

二千零零一鎊

還清

還本六萬六千七百鎊

克薩洋款

十三

債款合同彙編

瑞記洋款合同

西曆一千八百九十五年清政府六厘金欸合同

瑞記洋行借款合同

立合同瑞記洋行今蒙江海關道台劉

南洋大臣張諭令與德京本國銀行名納興納而之代理瑞記洋行訂立合同開列於左

一瑞記應允借與中國國家英金一百萬鎊以二十年為期自光緒二十一年閏五月初九日西曆一千八百九十五年六月三十號止

二此款每年納息百分之六每半年在上海付息一次以西曆正月一號七月一號為期自

光緒二十一年十一月十七日西曆一千八百九十六年正月一號起始先五年半祇付全款之息惟第六年上半年一期付全款之

息時帶還本銀一次其餘十四年半分還本銀並餘本應得之息所有利息照付本銀日起算

三所有每次應付之息及還之本詳列於後

光緒二十一年十一月十七日 付息二萬鎊
西曆一千八百九十六年正月初一日 付息二萬鎊
此係西曆六箇月之息惟分批交銀先後參差應差付銀日起算過六箇月者按日照加不足六箇月者按日照扣

光緒二十二年五月二十一日 付息三萬鎊
西曆一千八百九十六年七月初一日 付息三萬鎊

光緒二十二年十一月二十八日 付息三萬鎊
西曆一千八百九十七年正月初一日 付息三萬鎊

光緒二十三年六月初二日 付息三萬鎊
西曆一千八百九十七年七月初一日 付息三萬鎊

光緒二十三年十二月初九日 付息三萬鎊

西曆一千八百九十七年七月初一日 付息三萬鎊

光緒二十四年五月十三日 付息三萬鎊

西曆一千八百九十八年七月初一日 付息三萬鎊

光緒二十四年十一月二十日 付息三萬鎊

西曆一千八百九十九年正月初一日 付息三萬鎊

光緒二十五年五月二十四日 付息三萬鎊

西曆一千八百九十九年七月初一日 付息三萬鎊

光緒二十五年十二月初十日 付息三萬鎊

西曆一千九百年正月初一日 付息三萬鎊

光緒二十六年六月初五日 付息三萬鎊

西曆一千九百年七月初一日 付息三萬鎊

并士

付息三萬鎊還本六萬六千六百六十六鎊十三先令四并士

付息二萬八千鎊

付息二萬八千鎊還本六萬六千六百六十六鎊十三先令四

付息二萬六千鎊

付息二萬六千鎊還本六萬六千六百六十六鎊十三先令四

并七

光緒二十九年五月初七日
西曆一千九百三年七月初一日

付息二萬四千鎊

光緒二十九年十一月十四日
西曆一千九百四年正月初一日

付息二萬四千鎊還本六萬六千六百六十六鎊十三先令四

并士

光緒三十年五月十八日
西曆一千九百四年七月初一日

付息二萬二千鎊

光緒三十年十二月二十六日
西曆一千九百五年正月初一日

付息二萬二千鎊還本六萬六千六百六十六鎊十三先令四

并士

光緒三十一年五月二十九日
西曆一千九百五年七月初一日

付息二萬鎊

光緒三十一年十二月初七日
西曆一千九百六年正月初一日

付息二萬鎊還本六萬六千六百六十六鎊十三先令四并士

光緒三十二年五月初十日
西曆一千九百六年七月初一日

付息一萬八千鎊

光緒三十二年十二月十七日
西曆一千九百七年正月初一日

付息一萬八千鎊還本六萬六千六百六十六鎊十三先令四

并士

光緒三十三年五月二十一日
西曆一千九百七年七月初一日

付息一萬六千鎊

光緒三十三年十一月二十八日
西曆一千九百八年正月初一日

付息一萬六千鎊還本六萬六千六百六十六鎊十三先令四

并士

光緒三十四年六月初三日
西曆一千九百零八年七月初一日

付息一萬四千鎊

光緒三十四年十二月初十日
西曆一千九百零九年正月初一日

付息一萬四千鎊還本六萬六千六百六十六鎊十三先令四

并士

光緒三十五年五月十四日
西曆一千九百零九年七月初一日

付息一萬二千鎊

光緒三十五年十一月二十日
西曆一千九百一十年正月初一日

付息一萬二千鎊還本六萬六千六百六十六鎊十三先令四

并士

光緒三十六年五月二十五日
西曆一千九百一十年七月初一日

付息一萬鎊

光緒三十六年十二月初一日
西曆一千九百一十一年正月初一日

付息一萬鎊還本六萬六千六百六十六鎊十三先令四并士

光緒三十七年六月初六日
西曆一千九百一十一年七月初一日

付息八千鎊

光緒三十七年十一月十三日
西曆一千九百一十二年正月初一日

付息八千鎊還本六萬六千六百六十六鎊十三先令四并士

光緒三十八年五月十七日
西曆一千九百一十二年七月初一日

付息六千鎊

光緒三十八年十一月二十四日
西曆一千九百一十三年正月初一日

付息六千鎊還本六萬六千六百六十六鎊十三先令四并士

光緒三十九年五月二十七日
西曆一千九百十三年七月初一日
付息四千鎊

光緒三十九年十二月初六日
西曆一千九百十四年正月初一日
付息四千鎊還本六萬六千六百六十六鎊十三先令四并士

光緒四十年五月初九日
西曆一千九百十四年七月初一日
付息二千鎊

光緒四十年十一月十六日
西曆一千九百十五年正月初一日
付息二千鎊

光緒四十一年五月十九日
西曆一千九百十五年七月初一日
付息二千鎊還本六萬六千六百六十六鎊十三先令四并士

應還本銀一百萬鎊

四交付此款應由瑞記按每一百鎊實交九十六鎊

五此款曾奉諭旨批准並經總理衙門於
光緒二十一年四月十五日
西曆一千八百九十五年五月初九日
照知德國駐京大臣

六此款本利奏明均以江蘇鹽課厘金籌捐等項歸還特以關稅作保除在此款以前已借未

還之項仍應居先外後續借各款如亦用關稅作保者仍讓此款居前

七自訂合同之日起限於三箇月內中國海關按照此款本利計總數如數頒發借鎊之債票

交與德國駐劄上海總領事官存儲以便加保此款使無所失此項債票應請江海關監督蓋

用海防並由江海稅務司簽字

八所借之銀中國每次收銀每次還本每次付息均照應收應付銀兩之日銀行電匯市價計算銀兩悉照匯豐借款收付金鎊辦法惟付銀之日如適值禮拜及西國各節期銀行無市者則查照期前最後一次市價計算以昭畫一

九瑞記洋行於

光緒二十一年四月十九日
西曆一千八百九十五年五月十三日

付過道台劉十二萬鎊將來彼此合同定妥之

後再過一禮拜分作三挑交銀前二挑每挑繳銀三十萬鎊餘歸末挑繳清每禮拜交銀一挑
十中國總理衙門知照駐劄德國大臣倫德國銀行將該款股份票呈請用印應即照辦

十一此款業經總理衙門知照德國駐京大臣並分別咨行南洋大臣江甯江蘇藩台上海道台與代辦德京納興納而銀行之瑞記洋行定此合同蓋用官印其瑞記洋行應簽之押並由德國駐劄上海之總領事核實

十二以上合同繕成英華文各二分各執一紙爲憑

光緒二十一年閏五月初五日
西曆一千八百九十五年六月二十八日

英德洋款合同

西歷一千八百九十六年五釐金債合同

欽命總理各國事務衙門代中國國家匯豐銀行暨德華銀行代德英銀行總會定立借款合

同後凡用德英銀行總會
名目俱書銀行等字樣

光緒二十二年正月二十八日即西歷一千八百九十六年三月十一日中國與銀行等將中國五釐利金借款草合同簽存蓋印

光緒二十二年二月初四日即西歷一千八百九十六年三月十七日准西國電稱銀行等允按草合同章程辦此借款

光緒二十二年二月初一日即西歷一千八百九十六年三月十四日按草合同第十三款之意奉旨允准照草合同章程所擬辦理由總理衙門將此允准之上諭業經照會德國駐京欽差大臣暨英國駐京欽差署大臣悉知

現將定立正合同章程開列於後

第一款

中國國家准銀行等辦中國五厘利借款數目係英金一千六百萬鎊

第二款

此借款自西歷一千八百九十六年四月初一日即光緒二十二年二月十九日起算名爲一千八百九十六年中國五厘利英金借款此項售賣股票二次第一次數目一千萬鎊其第一次股票售賣於正合同簽字後愈速愈佳下餘之款應賣股票至一千八百九十六年十月初一日即光緒二十二年八月二十五日爲止清還借款無論二次均一律照算

第三款

此借款常年利息按本銀虛數係五厘合每年八十萬鎊此利息由中國按月交付自一千八百九十六年四月初一日起算應付還之數目日期按另備單內所開辦理

第四款

此借款定爲三十六年清還其本銀每年付還十六萬六千九百五十二鎊亦應由中國按月付還付還之數目日期按另備單內所開辦理三十六年期內中國不得或加項歸還或清還或更章還

第五款

每月應還之本銀及利息統計係八萬零五百七十九鎊六先令八本士由中國國家付還與匯豐銀行暨德華銀行之上海分行等均分各半付還之數目日期按另備單內所開辦理按此單日期付還之項照上海銀兩合算以便該行等預備金錢按期在泰西交還每一鎊合銀兩若干應與該兩銀行等同日商辦利息及本銀應如何付還於買股票之人由銀行等隨時自定

第六款

此借款全數准銀行等出股票以英金鎊爲價此股票係何式樣及何文字並數目若干均由銀行等隨時自定此股票由中國或駐德國或駐英國出使大臣加蓋關防以昭信守

第七款

此一千六百萬鎊之借款全應以中國通商各關之稅銀爲抵償還除以前抵稅所借未還之款仍應先爲償還外嗣後若再有抵稅款目總以此次借款本銀利息儘先償還此款或全未還或未還清以先倘有用稅借抵他款用付本利一切事宜不得訂明在此次借款之前亦不得訂明與此次借款平行辦理並總不得令此借款以關稅逐年抵還之質保有所窒碍減色

將來若再訂立抵稅借款務於合同內載明所有付還本利等事俱在此次借款之後辦理等語如有中國海關稅銀付還此款本利不敷中國國家應另外設法付還至此次借款未付還時中國總理海關事務應照現今辦理之法辦理

第八款

此借款應由總理各國事務衙門會同戶部按所借金鎊本利之全數發給關票均須蓋有總理衙門暨戶部印信並由總稅務司簽字以該票聯環作保此項關票每張應載明第七款所列儘先償還字樣於代中國所借款項交付以先應將此項關票交與德國欽差公署及英國匯豐分行均分各半收執爲憑

第九款

通商各關應另備金鎊關票合借款本利全數此項關票由江海關監督並兩江總督蓋印由上海稅務司簽字此項關票應至本年三月初三日即西歷四月十五日交付德華銀行及匯豐銀行之上海分行等各半收存以便聯環作保如中國或本銀或利息一次不按照所訂之期付與匯豐及德華之上海分行等此項關票應可一律抵完中國所有通商各口稅餉此節

應請旨諭飭各該口官員遵照辦理

第十款

此借款全數自賣股票之期起六箇月內中國不得另借他款

第十一款

此項股票息股及付還收還之款此時及以後均不納中國各稅

第十二款

此借款賣股票交銀收銀等事出招帖所有詳細各節凡此章程內尙未言明者由銀行等隨時自定此合同簽字蓋印後即准銀行等權衡出自借款招帖中國國家應飭駐德英兩國出使大臣等並飭駐倫敦中國海關稅務司遇有會商等事同銀行等商董商辦此款招帖按照栢林銀行章程應由中國駐栢林大臣簽字

第十三款

銀行等允辦此款交付中國按本銀虛數每一百合九十四鎊係統計一千五百零四萬鎊此項至合同簽字後即存於倫敦聽中國國家提用至每一次提若干何日提用等事應按照招

帖定准其存八百萬鎊之款至遲以一千八百九十六年五月初六日係中國本年三月二十四日爲期

第十四款

如六箇月內有在泰西或關係大局或關係銀行格外之事於各國股票價銀妨礙甚重此借款下餘之項未能按以上各節賣票則銀行等可以辭辦此事於合同內下餘未辦之項作爲罷論

第十五款

此合同章程簽字蓋印後未出招帖之先當即應請旨允准按照辦理此旨由總理衙門照會德國駐京大臣暨英國駐京署大臣悉知

第十六款

德英銀行等辦此借款應各分一半彼此不相牽連

第十七款

此合同應繕英華文各三分以便兩面收存各一分遇有可疑不符之處以英文爲準

第十八款

此合同由兩面於光緒二十二年二月初十日即西歷一千八百九十六年三月二十三日簽字畫押

債款合同彙編

Imperial Chinese Government 5% Sterling Loan
23rd March 1896.

This agreement is made between the Tsung li Yamen Peking acting on behalf of the Imperial Government of China

of the one part

and the Hongkong and Shanghai Banking Corporation and Deutsch-Asiatische Bank representing an anglo German Syndicate hereinafter called "the Syndicate"

of the other part

WHEREAS a Preliminary Agreement for an Imperial Chinese Government Five per cent gold loan was executed by the above contracting parties on the eleventh day of March one thousand eight hundred and ninety six, and

WHEREAS on the seventeenth day of March one thousand eight hundred and ninety six telegraphic advice was received from the Syndicate in Europe that they are prepared to issue the loan on the conditions specified in that Preliminary Agreement,

and WHEREAS in terms of clause thirteen of the Preliminary Agreement an Imperial Edict has been issued on the first day of the second month of the twenty second year of the Emperor Kuang Hsu being the fourteenth day of March one thousand eight hundred and ninety six sanctioning the loan on the terms named in the Preliminary Agreement copies of which Imperial Edict have been officially handed by the Tsung li Yamen to the Minister for Germany and to the Charge d' Affaires for Great Britain in Peking.

It is now agreed as follows:

1. The Imperial Government of China authorises the Syndicate to issue an Imperial Chinese Government Five per cent Sterling loan for the amount of sixteen million pounds sterling.
2. The loan shall be dated the first day of April one thousand eight hundred and ninety six and shall be entitled the "Chinese Imperial Government Five per cent Sterling loan of one thousand eight hundred and ninety six.
The loan shall be issued in two series the first of which shall be for Ten million pounds sterling and shall be issued as soon as possible after the signing of this Agreement.
The balance of the loan shall be issued not later than the first of October of the present year, the two series to be extinguished simultaneously.
3. The rate of interest for the loan shall be Five per cent per annum on the nominal principal that it shall be eight hundred thousand pounds per annum and shall be paid by the Chinese Government to the Syndicate in monthly instalments calculated from the first day of April one thousand eight hundred and ninety six and in accordance with the amounts and dates of the schedule attached to this Agreement.
4. The terms of the loan shall be thirty six years and repayment of principal shall be made by a yearly Sinking fund of one hundred and sixty six thousand nine hundred and fifty two pounds sterling, which shall be paid by the Chinese Government to the Syndicate in monthly

instalments in accordance with the amounts and dates of the schedule attached to this Agreement. During the term of thirty six years the amortization shall not be increased nor the loan redeemed nor converted by the Chinese Government.

5. The total monthly payment due for amortization and interest, and amounting to eighty thousand five hundred and seventy nine pounds six shillings and eight pence shall be made in equal shares and in accordance with the amounts and dates of the schedule attached to this Agreement to the Hongkong and Shanghai Banking Corporation and Deutsch Asiatische Bank by the Imperial Government of China, who shall hand to those Banks at their Branches in Shanghai on the dates named in the schedule funds in Shanghai specie sufficient to meet each such payments in Sterling in Europe, the rate of exchange for which shall be settled with those two Banks on the same day. The Syndicate retains the right to re-arrange the service of interest and repayments of principal to the Bondholders on such terms as it deems advisable.
6. The Syndicate shall issue and is hereby authorised to issue to Subscribers to the loan Bonds for the total amount of the loan in pounds sterling, in such form in such languages, and for such amounts as shall appear advisable to the Syndicate, and these Bonds shall be sealed by the Minister for China in London or Berlin as evidence that the Imperial Government of China is bound thereby.
7. This entire loan of sixteen million pounds, subject to previous loans charged on the same security, and not yet

redeemed, shall be charged on the Imperial Maritime Customs Revenue of China, and shall have priority both regarding principal and interest over all future loans, charges and mortgages so long as this loan or any part thereof shall be unredeemed. No loan charge or mortgage shall be raised or created which shall take precedence of or be on equality with this loan or which shall in any manner lessen or impair its security over the said Customs Revenue so far as required for the annual service of this loan and any future loan charge or mortgage charged on the said Customs Revenue shall be made subject to this loan and it shall be so expressed in every agreement for any such future loan charge, or mortgage. In the event of the Imperial Maritime Customs Revenue of China at any time proving insufficient to support the service of the interest, or repayment of the principal of this loan, the Imperial Chinese Government will provide the funds required for the same from other sources.

The administration of the Imperial Maritime Customs of China shall continue as at present constituted, during the currency of this loan.

8. This loan shall be further secured by Customs Bonds for the total amount in sterling of the loan principal and interest, issued and sealed by the Tsung li Yamen and the Board of Revenue, Peking, and countersigned by the Inspector General of Customs and all such Customs Bonds shall contain the priority class number seven of this Agreement. These Customs Bonds shall be handed in equal shares to the Imperial German Legation, Peking,

and the Hongkong and Shanghai Banking Corporation before payment to the Chinese Government of the proceeds of the loan.

9. This loan shall also be further collaterally secured by deposit with the Hongkong & Shanghai Banking Corporation and Deutsch Asiatische Bank of Sterling Customs Bonds equal in value altogether to the total amount of the loan principal and interest sealed by the Chinese Superintendent of Customs at Shanghai and by the Viceroy of the Siang Kiang Provinces and countersigned by the Foreign Commissioner of Customs at Shanghai. These Customs Bonds shall be handed to the Hongkong & Shanghai Banking Corporation and Deutsch Asiatische Bank at their Branches in Shanghai in equal shares on or before the fifteenth day of April next, and in the event of the money to meet a payment of interest and/or Sinking fund, not being handed to the Hongkong and Shanghai Banking Corporation and Deutsch Asiatische Bank at their Branches in Shanghai on due date shall be available for payment of Imperial Maritime Customs duties at all, or any of the Treaty Ports of China, the Authorities of which shall be instructed by Imperial Edict accordingly; or shall be available in such other manner as stated in the Bonds.
10. No further loan shall be issued by the Chinese Imperial Government until a period of six months has elapsed after the issue of the total amount of this loan.
11. All bonds and Coupons and payments made and received in connection with the service of this loan shall be exempt from Chinese taxes and imposts for ever.

12. All details necessary for the prospectus and connected with the service to the Bondholders of the interest and repayments of the principal of this loan not herein explicitly provided for shall be left to the arrangement of the Syndicate who shall issue and are hereby authorised to issue a Prospectus of the loan as soon as possible after the signing of this Agreement.

The Imperial Government of China will instruct the Chinese Ministers in London and Berlin in communication with the Commissioner of Chinese Customs in London to co-operate with the Representatives of the Syndicate in any matter requiring conjoint action and the Chinese Ministers in Berlin will sign the Prospectus of the loan as required by the rules of the Berlin Stock Exchange.

13. The Syndicate hereby takes the loan firm at the price of ninety four per cent net on the nominal principal to the Chinese Government and will hold the net proceeds namely Fifteen million and forty thousand pounds sterling to the order of the Chinese Governments in London as soon as possible after the signing of this Agreement and in such instalments and at such dates as the provisions of the Prospectus shall admit. The sum of eight million pounds sterling shall be made so available not later than the sixth day of May next.

14. In the event of any extraordinary Political or Financial Crisis taking place in Europe within six months by which the markets and the prices of existing Government Stock are so violently affected as to render the successful issue of the balance of this loan impossible on the terms herein

named the Syndicate have the right to withdraw from their contract with the Chinese Imperial Government which shall in that case become null and void so far as regards the balance of this loan then unissued.

15. The provisions of this Agreement shall immediately after signature, and before the issue to the public of the Prospectus of the loan, be confirmed and sanctioned by an Imperial Edict which shall be officially communicated by the Tsung li Yamen to the Minister for Germany and the Charge d'Affaires for Great Britain in Peking.
16. The English and German Syndicate shall take the loan in equal shares and without responsibility for each other.
17. Triplicate sets of this Agreement are executed in English and Chinese, one set to be retained by each contracting party. In the event of any doubt arising regarding the interpretation of the contract the English text shall be accepted as the standard.
18. Signed by the contracting parties this tenth day of the second month of the twenty second year of the Emperor Kuan Hsu being the twenty third day of March one thousand eight hundred and ninety six Western Calendar.

續借英德洋款合同

西歷一千八百九十八年大清政府四厘五金債合同

總理各國事務衙門代中國國家向匯豐銀行暨德華銀行代德英銀行總會定立借款合同
後凡用德英銀行總會
名目俱書銀行等字樣

光緒二十四年正月二十九日即西歷一千八百九十八年二月十九日中國與銀行等將中國四厘五利息金鎊借款草合同簽字蓋印

光緒二十四年二月初五日即西歷一千八百九十八年二月二十五日准西國電稱銀行等允草合同章程辦此借款現將定立正合同章程開列於後

第一款

中國國家准銀行等辦中國四厘五利息借款數目係英金一千六百萬鎊應以西歷一千八百九十八年三月初一日爲借款之初日

第二款

此借款常年利息按本銀虛數係四厘五合每年七十二萬鎊此利息由中國按月交付該銀行等自一千八百九十八年三月初一日起算應付還之數目日期按另備單內所開辦理

第三款

此借款定爲四十五年清還其本銀每年付還十一萬五千二百三十二鎊亦應由中國按月付還該銀行等所付還之數目日期按另備單內所開辦理四十五年期內中國不得或加項歸還或清還或更章還

第四款

每月應還之本銀及利息統計係六萬九千六百二鎊十三先令四本土由中國國家付還與匯豐銀行暨德華銀行之上海分行等均分各半付還之數目日期按另備單內所開辦理按此單日期付還之項照上海銀兩合算以便該行等預備金錢按期在泰西交還每一鎊合銀兩若干應與該兩銀行等同日商辦其利息及本銀應如何付還於買股票之人由銀行等隨時定此項付還本利經手之人之費用計每四百鎊另加費用一鎊合每年金鎊約二千八百鎊一先令八本土應由中國交付該銀行等按另備單內所開日期辦理

第五款

此借款全數准銀行等出股票以英金鎊爲價此股票係何式樣及何文字並數目若干均由

銀行等隨時自定此股票由中國或駐德國或駐英國出使大臣加蓋關防以昭信守若此借款股票或遺失或被竊或經焚毀該銀行等應即報明中國駐德或駐英之出使大臣並在新聞紙中出示告白聲明已失之票不能憑以取銀自出示告白之日起按各該國例章所定遺失此項券據之期限爲期若所失之正票至期仍未得回中國駐德或駐英之出使大臣不必再請中國國家允准即可按照原數重發副票加蓋印信交該銀行等收領所有一切費用均由銀行等自備

第六款

此一千六百萬鎊之借款除以前抵稅所借未還之款仍應先爲償還外全應以中國通商各關之洋稅並後開之各項厘金儘先爲抵償還

一蘇州貨厘 約八十萬兩

一松滬貨厘 約一百二十萬兩

一九江貨厘 約二十萬兩

一浙東貨厘 約一百萬兩

續借英德洋款合同

一宜昌鹽厘 並加價 萬戶 稅 約一百萬兩

一鄂岸鹽厘 約五十萬兩

一皖岸鹽厘 約三十萬兩

以上各處厘金現計共銀五百萬兩應即行派

委總稅務司代徵照廣東六廠辦法

嗣後若再有抵洋稅厘金款目總以此次借款本銀利息儘先償還此款或全未還或未還清以先備有用洋稅厘金借抵他款用付本利一切事宜不得訂明在此次借款之前亦不得訂明與此次借款平行辦理並總不得令此借款以洋稅厘金逐年抵還之質保有所窒礙減色將來若再定立抵洋稅厘金之借款務於合同內載明所有付還本利等事俱在此次借款之後辦理等語至此次借款未付還時中國總理海關事務應照現今辦理之法辦理如有中國以上洋稅厘金付還此款本利不敷之時或因銀價跌落或因所徵稅厘缺少或因他故所致即應由中國另行加指足敷抵償之項以便按期付還所加指之各項仍由總稅務司代徵此次借款未經還清以前倘遇有修改稅則減撤厘金之議既不得因有厘金抵押借款即不修

改稅則即若擬此次所指厘金減撤則應先向銀行等商明纔可亦不必將新改稅則加徵之洋稅儘先如數補指抵款

第七款

此借款應由總理各國事務衙門會同戶部按所借金鎊本利之全數發給周年關票均須蓋有總理衙門暨戶部印信並由總稅務司簽字以該票聯環作保此項關票每張應載明第六款所列儘先償還字樣於代中國所借款項交付以先應將此項關票交與匯豐德華銀行均分各半收執爲憑

第八款

此外應另備金鎊按月關票合借款本利全數此項關票由江海關監督並兩江總督蓋印由上海稅務司簽字此項關票應至本年閏三月十一日即西歷五月初一日交付德華銀行及匯豐銀行之上海分行等各半收存以便聯環作保如中國或本銀或利息一次不按照所訂之期付與匯豐及德華之上海分行等此項關票應可一律抵完中國各處之洋稅厘金等項及按照票內所載章程使用此節應請

旨諭飭各省督撫遵照辦理

第九款

此次借款即應儘先償還未經付清之日本賠款不作他用自賣股票之期起十二箇月內中國不得由他銀行另借他款

第十款

此項股票息票及付還收還之款此時及以後均不納中國各稅

第十一款

此借款賣股票交銀收銀等事出招貼所有詳細各節凡此章程內尙未言明者由銀行等隨時自定此合同簽字蓋印後即准銀行等權衡出此借款招貼中國國家應飭駐德英兩國出使大臣等並飭駐倫敦中國海關稅務司遇有會商等事同銀行等商董商辦此款招貼按照柏林銀行章程應由中國駐柏林大臣簽字

第十二款

銀行等允辦此款交付中國按本銀虛數每一百合八十三鎊係統計一千三百二十八萬鎊

由匯豐在倫敦德華在柏林准於閏三月十六日將足清賠款之數先行交付後於四月十八日將餘款交清

第十三款

如在泰西或關係大局或關係銀行格外之事於各國股票價銀妨礙甚重致此次借款未能按以上各節賣票則銀行等可以辭辦此事將合同作為罷論

第十四款

此合同章程簽字蓋印後未出招帖之先應即由總理各國事務衙門請旨允准一切著將所指作抵之洋稅厘金各項按照辦理此旨由總理衙門分別照會英國駐京各大臣悉知並將抵押稅厘各項開明札行總稅務司即為代徵

第十五款

德英銀行等辦此借款應各分一半彼此不牽連

第十六款

此合同應繕英華文各四分以便兩面並總稅務司收存各一分遇有可疑不符之處以英文

爲準

第十七款

此合同由兩面於光緒二十四年二月初九日即西歷一千八百九十八年三月初一日簽字
畫押

Imperial Chinese Government 4. 1/2 % Gold Loan of

£ 16,000,000. 1st March 1898.

This agreement is made between the Tsung-li-Yamen, Peking, acting on behalf of the Imperial Government of China

of the one part,

and the Hongkong and Shanghai Banking Corporation and the Deutsch-Asiatische Bank, hereinafter called "the Banks"

of the other part.

Whereas a simple memorandum of Agreement for an Imperial Chinese Government four and a half per cent Gold Loan of Sixteen million pounds sterling was executed between the Imperial Government of China and the Hongkong and Shanghai Banking Corporation on the nineteenth day of February last; and whereas on the twenty fifth day of February last telegraphic advice was received from the Banks in Europe that they are prepared to issue the loan on the conditions specified in that memorandum of Agreement.

It is now agreed as follows:

The Imperial Government of China hereby authorises the Banks to issue an Imperial Chinese four and a half per cent Gold Loan for the amount of Sixteen million pounds sterling. The loan shall be dated the first day of March one thousand eight hundred and ninety eight.

2. The rate of interest for the loan shall be four and a half per cent per annum on the nominal principal, that is shall be seven hundred and twenty thousand pounds sterling per annum: the interest on the loan shall be calculated from the first day of March one thousand eight hundred and ninety eight, and shall be paid by the Chinese Imperial Government to the Banks in monthly instalments in accordance with the amounts and dates of the schedule attached to this Agreement.
3. The term of the Loan shall be forty five years and repayments of principal shall be made by yearly sinking fund of one hundred and fifteen thousand two hundred and thirty two pounds sterling which shall be paid by the Chinese Imperial Government to the Banks in monthly instalments in accordance with the amounts and dates of the schedule attached to this Agreement. During the said term of forty five years the amortization shall not be increased nor the loan redeemed nor converted by the Chinese Imperial Government.
4. The total monthly payment due for amortization and interest, and amounting to sixty nine thousand six hundred and two pounds thirteen shillings and four pence sterling shall be made in equal shares and in accordance with the amounts and dates of the schedule attached to this agreement, to the Hongkong and Shanghai Banking Corporation and the Deutsch-Asiatische Bank by the Chinese Imperial Government, who shall hand to those Banks at their Branches in Shanghai on the dates named in the Schedule, funds in Shanghai sycee sufficient to

meet each such payment in sterling in Europe the rate of exchange for which shall be settled with those two Banks on the same day. The Banks retain the right to re-arrange the service of interest and repayments of principal to the Bondholders on such terms as they deem advisable. In reimbursement of expenses incurred in connection with the distribution of the service to the Bondholders of the principal and interest of the loan, the Banks shall receive from the Chinese Imperial Government a commission of a quarter per cent on the annual loan service, say an amount of two thousand and eighty eight pounds one shilling and eight pence sterling per annum, to be paid to the Banks on the dates provided in the schedule attached to this Agreement.

5. The Banks shall issue and are hereby authorised to issue to subscribers to the loan, Bonds for the total amount of the loan in pounds sterling, in such form, in such languages and for such amounts as shall appear advisable to the Banks; and these Bonds shall be sealed by the Minister for China in London or Berlin as evidence that the Chinese Imperial Government is bound thereby. In the event of Bonds issued for this loan being lost, stolen or destroyed the Banks shall immediately notify the Chinese Minister in London or Berlin thereof, who shall authorise the Banks to insert an advertisement in the public newspapers notifying that payment of the same had been stopped and to take such other steps as required by the laws of the country: should such Bonds not be recovered after the lapse of time provided by the law, the Chinese Minister

in London or Berlin shall, without further authority from the Chinese Imperial Government, seal and execute duplicate Bonds for a like amount and hand them to the Banks by whom all expenses in connection therewith shall be defrayed.

6. This entire loan of sixteen million pounds sterling shall be secured as follows:—

(1) By a charge on the revenues of the Imperial Maritime Customs of China subject to previous loans already charged on the security thereof and not yet redeemed.

(2) By a first charge, free from all encumbrances, upon the following revenues to be forthwith placed under the control of the Inspector General of Maritime Customs:—

General Lekin of Soochow estimated at	Tls.	800,000
.. .. Sung-hu	1,200,000
.. .. Kiukiang	200,000
.. .. Eastern Chekiang	..	1,000,000
Salt Lekin of Ichang estimated at	..	1,000,000
.. .. Hupeh ..		500,000
.. .. Anhui ..		300,000
		Tls. 5,000,000

Total five million taels.

This entire loan of sixteen million pounds sterling shall have priority both as regards principal and interest, over all future loans, charges or mortgages so long as this loan or any part thereof shall be unredeemed. No loan, charge or mortgage shall be raised or created which shall take precedence of or be on an equality with this loan or which shall in any manner lessen or impair its security over the

said Customs and Lekin revenues, so far as required for the annual service of this loan, and any future loan. charge or mortgage charged on the said Customs or Lekin revenue shall be made subject to this loan, and it shall be so expressed in every agreement for any such future loan charge or mortgage. The Chinese Imperial Government undertake that the administration of the Chinese Imperial Maritime Customs service shall remain as at present constituted during the currency of this loan. In the event of the Customs and Lekin revenues specified and pledged by this clause being at any future time insufficient for the service of principal and interest of this loan, either owing to depreciation of silver, diminution of revenue or any other cause the Chinese Imperial Government hereby engages to appropriate, and forth with place under the control of the Inspector General of Maritime Customs, further revenues sufficient to complete the amount required. In the event of the Chinese Government during the currency of this loan entering upon negotiations for a revision of Customs tariff accompanied by stipulations for decrease or abolition of Lekin, it is hereby agreed, on the one hand, that such revision shall not be barred by the fact that this loan is secured by Lekin, and on the other hand, that whatever Lekin is pledged for the service of this loan shall neither be decreased nor abolished except by arrangement with the Banks, and then only in so far as an equivalent is substituted for it in the shape of a first charge upon the increase of Customs Revenue, consequent on such revision.

7. This loan shall be further secured by Customs Lekin annual Bonds for the total amount in sterling of the loan, principal and interest, issued and sealed by the Tsung-li-Yamen and the Board of Revenue, Peking, and countersigned by the Inspector General of Maritime Customs and all such Customs Lekin annual Bonds shall contain the clause number six of this agreement from its commencement as far as the words: "for any such future loan charge or mortgage." These Customs Lekin Annual Bonds shall be handed in equal shares to the Hongkong and Shanghai Banking Corporation and the Deutsch-Asiatische Bank before payment to the Chinese Imperial Government of the proceeds of the loan.

8. This loan shall also be further secured by deposit with the Hongkong and Shanghai Banking Corporation and Deutsch Asiatische Bank of sterling Customs Lekin monthly bonds equal in value, altogether to the total amount of the loan, principal and interest, sealed by the Chinese Superintendent of Customs at Shanghai and by the Viceroy of the Liang Kiang Provinces and countersigned by the Foreign Commissioner of Customs at Shanghai.

These Customs Lekin monthly bonds shall be handed to the Hongkong and Shanghai Banking Corporation and Deutsch-Asiatische Bank at their Branches at Shanghai in equal shares on or before the first day of June next and in the event of the money to meet a payment of interest and or sinking fund not being handed to the Hongkong and Shanghai Banking Corporation and Deutsch Asiatische

Bank at their Branches at Shanghai on due date shall be available everywhere in China for payment of Imperial Maritime Customs duties and or Lekin dues or in such other manner as stated in the Bonds and the provincial authorities shall be instructed by Imperial Edict accordingly.

9. The Chinese Imperial Government hereby undertakes to pay the entire balance of the Indemnity due on the eighth day of May next to the Imperial Japanese Government out of the proceeds of this loan. No further loan shall be issued by the Chinese Imperial Government, except through the Banks, until a period of twelve months has elapsed after the issue of the total amount of this loan.
10. All Bonds and Coupons and payments made and received in connection with the service of this loan shall be exempt from Chinese taxes and imposts for ever.
11. All details necessary for the Prospectus and connected with the service to the Bondholders of the interest and repayments of the principal of this loan not herein explicitly provided for, shall be left to the arrangement of the Banks, who shall issue, and are hereby authorised to issue a Prospectus of the loan as soon as possible after the signing of this Agreement. The Chinese Imperial Government will instruct the Chinese Ministers in London and Berlin in communication with the commissioner of Chinese Customs in London, to co-operate with the Banks in any matters requiring conjoint action, and the Chinese Minister in Berlin shall sign the Prospectus of

the loan as required by the rules of the Berlin Stock Exchange.

12. The Banks hereby take the loan firm at the price of eight three per cent net on the nominal principal to the Chinese Imperial Government, and will hold the net proceeds, namely thirteen million two hundred and eighty thousand pounds sterling to the order of the Chinese Imperial Government in London and or Berlin as follows:—

On the sixth day of May one thousand eight	
hundred and ninety eight	£ 12,000,000
On the sixth day of June one thousand eight	
hundred and ninety eight	£ 1,280,000
	<hr/>
	£ 13,280,000
	<hr/> <hr/>

Total thirteen million, two hundred and eighty thousand pounds sterling.

13. In the event of any extraordinary political or financial crisis taking place in Europe or elsewhere by which the markets are so violently effected as to render the successful floating of this loan impossible on the terms herein named, the Banks have the right to withdraw from this contract with the Chinese Imperial Government, and it shall in that case become null and void.
14. Immediately on the signature of this Agreement, and before the Prospectus of the loan shall be issued to the public, the Tsung-li-Yamen shall memorialize the Throne and obtain an Imperial Edict confirming and sanctioning the provisions of this Agreement, and shall then instruct

the Inspector General of maritime Customs to assume control forthwith over the revenues therein indicated: the Imperial Edict so received shall be communicated officially and without delay, by the Tsung-li-Yamen to the Ministers for Great Britain and Germany in Peking.

15. The Hongkong and Shanghai Banking Corporation and the Deutsch-Asiatische Bank shall take the loan in equal shares and without responsibility for each other.
16. Quadruplicate sets of this Agreement are executed in English and Chinese one set to be retained by each contracting party and one set by the Inspector General of Maritime Customs. In the event of any doubt arising regarding the interpretation of this contract the English text shall be accepted as the standard.

Signed at Peking by the contracting parties this ninth day of the second month of the twenty fourth year of the Emperor Kuang-hsu being the first day of March one thousand eight hundred and ninety eight, Western Calendar.

(Signed) For the Hongkong and Shanghai
Banking Corporation,

E. G. Hillier

Agent.

For the Deutsch-Asiatische Bank.

Rump.

Chinese Seal on Chinese Copy.

Chinese Imperial Government four and a half per cent Sterling loan of one thousand eight hundred and ninety eight.

£ 16,000,000

Schedule of Interest and Sinking Fund Payments.

Date	Interest	Sinking Fund	Total
1898			
July	5th £120,000	£19,205. 6. 8	£139,205. 6. 8
July	20th 120,000	19,205. 6. 8	139,205. 6. 8
August	5th 120,000	19,205. 6. 8	139,205. 6. 8
			£417,616. 0. 0
September	5th 60,000	9,602.13. 4	69,602.13. 4
October	5th 60,000	9,602.13. 4	69,602.13. 4
November	5th 60,000	9,902.13. 4	69,602.13. 4
December	5th 60,000	9,602.13. 4	69,602.13. 4

and the same payment of sixty nine thousand six hundred and two pounds thirteen shillings and four pence shall be repeated on the fifth day of each month of the year one thousand eight hundred and ninety nine, Western Calendar and of each succeeding year until the fifth day of February, one thousand nine hundred and forty three inclusive that being the last payment when the loan will be extinguished. In addition to the payments of principal and interest scheduled above the Chinese Imperial Government shall on the fifth day of February of each year, commencing with the fifth day of February one thousand eight hundred and ninety nine, pay to the

Banks in equal shares at their Branches in Shanghai the sum of two thousand and eighty eight pounds one shilling and eight pence being the commission of one quarter per cent on the annual service of the loan provided for in clause four of the accompanying Agreement.

(Signed) E. G. Hillier.

Rump.



辛丑各國條約

辛丑各國和約

大清欽命全權大臣便宜行事總理外務部事務和碩慶親王

大清欽差全權大臣便宜行事總督部堂一等肅毅伯大學士北洋大臣直隸總督李鴻章

大德欽差駐紮中華便宜行事大臣穆默

大奧欽差駐紮中華便宜行事全權大臣齊幹

大比欽差駐紮中華便宜行事全權大臣姚士登

大日欽差駐紮中華全權大臣葛絡幹

大美國欽差特辦議和事宜全權大臣柔克義

大法欽差全權大臣駐紮中國京都總理本國事務便宜行事鮑渥

大英欽差便宜行事全權大臣薩道義

大義欽差駐紮中華大臣世襲侯爵薩爾瓦葛

大日本國欽差全權大臣小村壽太郎

大和欽差駐紮中華便宜行事全權大臣克羅伯

辛丑各國和約

大 俄 欽 命 全 權 大 臣 內 廷 大 夫 格爾思

今日會同聲明核定大清國按西歷一千九百年十二月二十二日即中歷光緒二十六年十一月朔一日文內各款當經大清國大皇帝於西歷一千九百年十二月二十七日即中歷光緒二十六年十一月初六日降旨全行照允足適諸國之意妥辦 附件一

第一款一

大德國欽差男爵克大臣被戕害一事前於西歷本年六月初九日即中歷四月二十三日奉諭旨附件二欽派醇親王載灃爲頭等專使大臣赴大德國大皇帝前代表大清國大皇帝暨國家惋惜之意醇親王已遵旨於西歷本年七月十二日即中歷五月二十七日自北京起程

第一款二

大清國國家業已聲明在遇害處所豎立銘誌之碑與克大臣品位相配列敘大清國大皇帝惋惜兇事之旨書以辣丁德漢各文前於西歷本年七月二十二日即中歷六月初七日經大清國欽差全權大臣文致大德國欽差全權大臣 附件三現於遇害處所建立牌坊一座足滿街衢已於西歷本年六月二十五日即中歷五月初十日興工

第二款一

懲辦傷害諸國國家及人民之首禍諸臣將西歷本年二月十三二十一日即中歷上年十二月二十五本年正月初三等日先後降旨所定罪名開列於後附件四五六端郡王載漪輔國公載瀾均定斬監候罪名又約定如皇上以爲應加恩貸其一死即發往新疆永遠監禁永不減免莊親王載勛都察院左都御史英年刑部尙書趙舒翹均定爲賜令自盡山西巡撫毓賢禮部尙書啟秀刑部左侍郎徐承煜均定爲即行正法協辦大學士吏部尙書剛毅大學士徐桐前四川總督李秉衡均已身故追奪原官即行革職又兵部尙書徐用儀戶部尙書立山吏部左侍郎許景澄內閣學士兼禮部侍郎銜聯元太常寺卿袁昶因上年力駁殊悖諸國義法極惡之罪被害於西歷本年二月十三日即中歷上年十二月二十五日奉上諭開復原官以示昭雪附件七莊親王載勛已於西歷本年二月二十一日即中歷正月初三日英年趙舒翹已於二十四日即初六日均自盡毓賢已於二十二日即初四日啟秀徐承煜已於二十六日即初八日均正法又西歷本年二月十三日即中歷上年十二月二十五日上諭將甘肅提督董福祥革職俟應得罪名定讞懲辦西歷本年四月二十九六月初三八月十九等日即中

歷三月十一四月十七七月初六等日先後降旨將上年夏間兇慘案內所有承認獲咎之各外省官員分別懲辦

第二款二

西歷本年八月十九日即中歷二十七年七月初六日上諭將諸國人民遇害被虐之城鎮停止文武各等考試五年 附件八

第三款

因大日本國使館書記生杉山彬被害大清國大皇帝從優榮之典已於西歷本年六月十八日即中歷五月初三日降旨簡派戶部侍郎那桐爲專使大臣赴大日本國大皇帝前代表大清國大皇帝及國家惋惜之意 附件九

第四款

大清國國家允定在於諸國被污瀆及挖掘各墳塋建立滌垢雪侮之碑已與諸國全權大臣會同商定其碑由各該國使館督建並由中國國家付給估算各費銀兩京師一帶每處一萬兩外省每處五千兩此項銀兩業已付清茲將建碑之墳塋開列清單附後 附件十

第五款

大清國國家允定不准將軍火暨專爲製造軍火各種器料運入中國境內已於西歷本年八月二十五日卽中歷二十七年七月十二日降旨禁止進口二年嗣後如諸國以爲有仍應續禁之處亦可降旨將二年之限續展 附件十一

第六款

按照西歷本年五月二十九日卽中歷四月十二日上諭大清國大皇帝允定付諸國償款海關銀四百五十兆兩此款係西歷一千九百年十二月二十二日卽中歷光緒二十六年十一月初一日條款內第二款所載之各國各會各人及中國人民之賠償總數 附件十二甲此四百五十兆係照海關銀兩市價易爲金款此市價按諸國各金錢之價易金如左

海關銀一兩 卽德國三馬克零五五 卽奧國三克勒尼五九五 卽美國圓零七四二

卽法國三佛郎克七五 卽英國三先零 卽日本一圓四零七 卽荷蘭國一弗樂林七九

六 卽俄國一魯布四一二俄國魯布按金平算卽十七多理亞四二四

此四百五十兆按年息四釐正本由中國分三十九年按後附之表各章清還 附件十三本息

用金付給或按應還日期之市價易金付給還本於一千九百零二年正月初一日起一千九百四十年終止還本各款應按每屆一年付還初次定於一千九百零三年正月初一日付還利息由一千九百零一年七月初一日起算惟中國國家亦可將所欠首六箇月至一千九百零一年十二月三十一日之息展在自一千九百零二年正月初一日起於三年內付還但所展息款之利亦應按年四釐付清又利息每屆六個月付給初次定於一千九百零二年七月初一日付給乙此欠款一切事宜均在上海辦理如後諸國各派銀行董事一名會同將所有由該管之中國官員付給之本利總數收存分給有干涉者該銀行出付回執丙由中國國家將全數保票一紙交付駐京諸國欽差領銜大臣手內此保票以後分作零票每票上各由中國特派之官員畫押此節以及發票一切事宜應由以上所述之銀行董事各遵本國飭令而行丁付還保票財源各進款應每月給銀行董事收存戊所定承擔保票之財源開列於後

一新關各進款俟前已作為擔保之借款各本利付給之後餘剩者又進口貨稅增至切實值百抽五將所增之數加之所有向例進口免稅各貨除外國運來之米及各雜色糧麪並金銀以及金銀各錢外均應列入切實值百抽五貨內

二所有常關各進款在各通商口岸之常關均歸新關管理

三所有鹽政各進項除歸還前泰西借款一宗外餘剩一併歸入至進口貨稅增至切實值百抽五諸國現允可行惟須二端一將現在照估價抽收進口各稅凡能改者皆當急速改爲按件抽稅幾何定辦改稅一層如後

爲估算貨價之基應以一千八百九十七八九三年卸貨時各貨牽算價值乃開除進口稅及雜費總數之市價其未改以前各該稅仍照估價徵收二北河黃浦兩水路均應改善中國國家即應撥款相助

增稅一層俟此條款畫押日兩個月後即行開辦除在此畫押日期後至遲十日已在途間之貨外概不得免抽

第七款

大清國國家允定各使館境界以爲專與住用之處並獨由使館管理中國人概不准在界內居住亦可自行防守使館界綫於附件之圖上標明如後附件十四東面之綫係崇文門大街圖上十一十二等字北面圖上係五六七八九十等字之綫西面圖上係一二三四五等

字之綫南面圖上係十二一等字之綫此綫循城牆南址隨城堞而畫按照西歷一千九百零一年正月十六日即中歷上年十一月二十六日文內後附之條款中國國家應允諸國分應自主常留兵隊分保使館

第八款

大清國國家應允將大沽礮台及有礙京師至海通道之各礮台一律削平現已設法照辦

第九款

按照西歷一千九百零一年正月十六日即中歷上年十一月二十六日文內後附之條款中國國家應允由諸國分應主辦會同酌定數處留兵駐守以保京師至海通道無斷絕之虞今諸國駐守之處係黃村郎坊楊村天津軍糧城塘沽蘆台唐山灤州昌黎秦王島山海關

第十款

大清國國家允定兩年之久在各府廳州縣將以後所述之上諭頒行布告一西歷本年二月初一日即中歷上年十二月十三日上諭以永禁或設或入與諸國仇敵之會違者皆斬附件十五二西歷本年二月十三二十一四月二十九八月十九等日即中歷上年十二月二十五

本年正月初三三月十一七月初六等日上諭一道犯罪之人如何懲辦之處均一一載明三西歷本年八月十九日卽中歷七月初六日上諭以諸國人民遇害被虐各城鎮停止文武各等考試 四西歷本年二月初一日卽中歷上年十二月十三日上諭以各省督撫文武大吏暨有司各官於所屬境內均有保平安之責如復滋傷害諸國人民之事或再有違約之行必須立時彈壓懲辦否則該管之員卽行革職永不敘用亦不得開脫別給獎敘 附件十六以上諭旨現於中國全境漸次張貼

第十一款

大清國國家允定將通商行船各條約內諸國視爲應行商改之處及有關通商各他事宜均行議商以期妥善簡易現按照第六款賠償事宜約定中國國家應允襄辦改善北河黃浦兩水路其襄辦各節如左

一北河改善河道在一千八百九十八年會同中國國家所興各工近由諸國派員重修一俟治理天津事務交還之後卽可由中國國家派員與諸國所派之員會辦中國國家應付海關銀每年六萬兩以養其工

二現設立黃浦河道局經管整理改善水道

各工所派該局各員均代中國暨諸國保守在滬所有通商之利益預估後二十年該局各工及經管各費應每年支用海關銀四十六萬兩此數平分半由中國國家付給半由外國各干涉者出資該局員差並權責及進款之詳細各節皆於後附文件內列明附件十七

第十二款

西歷本年七月二十四日即中歷六月初九日降旨將總理各國事務衙門按照諸國酌定改爲外務部班列六部之前此上諭內已簡派外務部各王大臣矣附件十八且變通諸國欽差大臣覲見禮節均已商定由中國全權大臣屢次照會在案此照會在後附之節略內述明附件十九茲特爲議明以上所述各語及後附諸國全權大臣所發之文牘均係以法文爲憑大清國國家既如此按以上所述西歷一千九百年十二月二十二日即中歷光緒二十六年十一月一日文內各款足適諸國之意妥辦則中國願將一千九百年夏間變亂所生之局勢完結諸國亦照允隨行是以諸國全權大臣現奉各本國政府之命代爲聲明除第七款所述之防守使館兵隊外諸國兵隊即於西歷一千九百零一年九月十七日即中歷光緒二十七年

年八月初五日全由京城撤退並除第九款所述各處外亦於西歷一千九百零一年九月二十二日即中歷光緒二十七年八月初十日由直隸省撤退今將以上條款繕定同文十二分均由諸中國全權大臣畫押諸國全權大臣各存一分中國全權大臣收存一分

一千九百零一年九月初七日

在北京定立

光緒二十七年七月二十五日

債款合同彙編

PLAN D'AMORTISSEMENT

賠款還本付息表

年	A 字類	B 字類	C 字類	D 字類	E 字類	ABCDE各類總數	現每攤欠以關厘進作之數 在年付欸海及金欸抵	欠泰西欸總數
一千九百零二	利本三兆八十二萬九千五百	利 二兆四十萬	利 六兆	利 二兆	利 四兆六十萬	十八兆八十二萬九千五百	二十萬	四十二兆四十二萬九千五百
一千九百零三							三十萬	四十二兆四十二萬九千五百
一千九百零四							四十萬	四十二兆四十二萬九千五百
一千九百零五							五十萬	四十二兆四十二萬九千五百
一千九百零六							六十萬	四十二兆四十二萬九千五百
一千九百零七							七十萬	四十二兆四十二萬九千五百
一千九百零八							八十萬	四十二兆四十二萬九千五百
一千九百零九							九十萬	四十二兆四十二萬九千五百
一千九百一十							十萬	四十二兆四十二萬九千五百
一千九百一十一		利本三兆四十六萬九千八百				十九兆八十九萬九千三百	二十萬	四十二兆四十二萬九千五百
一千九百一十二							三十萬	四十二兆四十二萬九千五百
一千九百一十三							四十萬	四十二兆四十二萬九千五百
一千九百一十四							五十萬	四十二兆四十二萬九千五百
一千九百一十五							六十萬	四十二兆四十二萬九千五百
一千九百一十六							七十萬	四十二兆四十二萬九千五百
一千九百一十七							八十萬	四十二兆四十二萬九千五百
一千九百一十八							九十萬	四十二兆四十二萬九千五百
一千九百一十九							十萬	四十二兆四十二萬九千五百
一千九百二十							二十萬	四十二兆四十二萬九千五百
一千九百廿一							三十萬	四十二兆四十二萬九千五百
一千九百廿二							四十萬	四十二兆四十二萬九千五百
一千九百廿三							五十萬	四十二兆四十二萬九千五百
一千九百廿四							六十萬	四十二兆四十二萬九千五百
一千九百廿五							七十萬	四十二兆四十二萬九千五百
一千九百廿六							八十萬	四十二兆四十二萬九千五百
一千九百廿七							九十萬	四十二兆四十二萬九千五百
一千九百廿八							十萬	四十二兆四十二萬九千五百
一千九百廿九							二十萬	四十二兆四十二萬九千五百
一千九百三十							三十萬	四十二兆四十二萬九千五百
一千九百卅一							四十萬	四十二兆四十二萬九千五百
一千九百卅二							五十萬	四十二兆四十二萬九千五百
一千九百卅三							六十萬	四十二兆四十二萬九千五百
一千九百卅四							七十萬	四十二兆四十二萬九千五百
一千九百卅五							八十萬	四十二兆四十二萬九千五百
一千九百卅六							九十萬	四十二兆四十二萬九千五百
一千九百卅七							十萬	四十二兆四十二萬九千五百
一千九百卅八							二十萬	四十二兆四十二萬九千五百
一千九百卅九							三十萬	四十二兆四十二萬九千五百
一千九百四十							四十萬	四十二兆四十二萬九千五百
	即五兩百四八三千零起 四十總分零四自九二 百兆數之一三一百年	即十數四七加之零零千一 四兆百零七上數四六九年 百兩分二三A即二自百起 五總之三或字四二一十	即十數四二A之零零千五 四兆百零或B數一六九年 百兩分七加二即七自百起 五總之五上字五四一十	即十數四六加C數四三九年 四兆百零七上二即四自百起 百兩分二七A字五零一十 五總之六或B之零八千六	即十數六四加C之零六九二 四兆百零七上D數八自百起 百兩分四七A四即五一起 五總之一或B字七五千十	應總九十二萬一十 付數百二十八百兩 之即八兆三千五		

辛丑各國和約附件

上諭光緒二十六年十一月初六日奉旨奕劻李鴻章電悉覽所奏十二條大綱應卽照允欽此光緒二十六年十一月二十四日諭旨醇親王載灃著授爲頭等專使大臣前赴大德國敬謹將命前內閣侍讀學士張翼副都統廢昌均著隨同前往參贊一切欽此照覆事本年五月初三日接准貴大臣照稱和議總綱第一款載明原任德國克大臣被害處所樹立銘誌之碑一節章京瑞良候選道聯芳奉派辦理該章京等早經向本署開商議及此碑應如何做法屢商議間又稱願在被害處所用大理石樹立牌坊一座東西寬滿崇文門大街因材料難於轉運做工多需時日又設別法將他處現有之牌樓移至被害處所樹立或立一新牌樓或挪用舊有者均應聽候本國裁奪本大臣當經電詢本國國家意向茲奉回諭德國大皇帝意旨親裁仍應新設牌坊一座足滿街衢等因自應剴切請迅速妥辦以便立刻興工等因前來本王大臣當卽札飭該章京等遵照辦理據報已於五月初十日開工先築地基其開山鑿石轉運料件在在均須時日惟有督飭工人儘力安速辦理等語除飭將全工隨時稟商外相應照復貴大臣查照可也須至照會者光緒二十七年六月初七日十二月二十五日上諭京師自五

月以來拳匪倡亂開衅友邦現經奕劻李鴻章與各國使臣在京議和大綱草約業已畫押追思肇禍之始實由諸王大臣昏謬無知鸞張跋扈深信邪術挾制朝廷於剿辦拳匪之諭抗不遵行反縱信拳匪妄行攻戰以致邪焰大張聚數萬匪徒於肘腋之下勢不可遏復主令鹵莽將卒圍攻使館竟至數月之間釀成奇禍社稷阽危陵廟震驚地方蹂躪生民塗炭朕與皇太后危險情形不堪言狀至今痛心疾首悲憤交深是諸王大臣信邪縱匪上危宗社下禍黎元自問當得何罪前經兩降諭旨尙覺法輕情重不足蔽辜應再分別等差加以懲處已革莊親王載勛縱容拳匪圍攻使館擅出違約告示又輕信匪言枉殺多命實屬愚暴冥頑著賜令自盡派署左都御史葛寶華前往監視已革端郡王載漪倡率諸王貝勒輕信拳匪妄言主戰致肇衅端罪實難辭降調輔國公載瀾隨同載勛出違約告示咎亦應得著革去爵職惟念俱屬懿親特予加恩均著發往新疆永遠監禁先行派員看管已革巡撫毓賢前在山東巡撫任內妄信拳匪邪術至京爲之揄揚以至諸王大臣受其煽惑及在山西巡撫任內復戕害教士教民多命尤屬昏謬兇殘罪魁禍首前已遣發新疆計行抵甘肅著傳旨卽行正法並派按察使何福堃監視行刑前協辦大學士吏部尙書剛毅袒庇拳匪釀成巨禍並曾出違約告示本

應置之重典惟現已病故著追奪原官卽行革職革職留任甘肅提督董福祥統兵入衛紀律不嚴又不諳交涉率意鹵莽雖圍攻使館係由該革王等指使究難辭咎本應重懲姑念在甘肅素著勞績回漢悅服格外從寬著卽行革職降調都察院左都御史英年於載勛擅出違約告示曾經阻止情尙可原惟未能力爭究難辭咎著加恩革職定爲斬監候罪名革職留任刑部尙書趙舒翹平日尙無嫉視外交之意前查辦拳匪亦無庇縱之詞准究屬草率貽誤著加恩革職定爲斬監候罪名英年趙舒翹均著先在陝西省監監禁大學士徐桐降調前四川總督李秉衡均已殉難身故惟貽人口實均著革職並將卹典撤銷經此次降旨以後凡我友邦當共諒拳匪肇禍實由禍首激迫而成決非朝廷本意朕懲辦禍首諸人並無輕縱卽天下臣民亦曉然於此案之關係重大也欽此十二月二十五日上諭禮部尙書啓秀前刑部左侍郎徐承煜均著先行革職著奕劻李鴻章查明所犯確據卽行奏明從嚴懲辦欽此光緒二十七年正月初三日內閣奉上諭此案首禍諸臣昨已降旨分別嚴行懲辦茲據奕劻李鴻章電奏按照各國全權大臣照會尙須加重懇請酌奪等語除載勛已賜令自盡毓賢已飭卽行正法均各派員前往監視外載漪載瀾均定爲斬監候罪名惟念誼屬懿親特予加恩發往極邊新

疆永遠監禁卽日派員押解起程剛毅情罪較重應定爲斬立決業經病故免其置議英年趙舒翹昨已定爲斬監候著卽賜令自盡派陝西巡撫岑春煊前往監視啓秀徐承煜各國指稱力庇拳匪專與洋人爲難昨已革職著奕劻李鴻章照會各國交回卽行正法派刑部堂官監視徐桐輕信拳匪貽誤大局李秉衡好爲高論固執釀禍均應定爲斬監候惟念臨難自盡業經革職撤銷卹典應免再議至首禍諸人所犯罪狀已於前旨內逐一明白聲叙矣欽此十二月二十五日上諭本年五月間拳匪倡亂勢日鴟張朝廷以勤撫兩難疊次召見臣工以期折衷一是乃兵部尙書徐用儀戶部尙書立山吏部左侍郎許景澄內閣學士聯元太常寺卿袁昶經朕一再垂詢詞意均涉兩可而首禍諸臣遂乘機誣陷交章參劾以致身權重辟惟念徐用儀等宣力有年平日辦理交涉事件亦能和衷尙著勞勩應卽加恩徐用儀立山許景澄聯元袁昶均著開復原官該部知道欽此光緒二十七年七月初六日內閣奉上諭本日奕劻李鴻章具奏各國議定滋事地方停止文武考試各五年一摺據稱順天太原地方鄉試仍應停止其單開山西省之太原府忻州太谷縣大同府汾州府孝義縣曲沃縣大甯縣河津縣岳陽縣朔平府文水縣壽陽縣平陽府長子縣高平縣澤州府隰州蒲縣絳州歸化城綏遠城河南

省之南陽府光州浙江省之衢州府直隸省之北京順天府保定府永清縣天津府順德府望都縣獲鹿縣新安縣通州武邑縣景州灤平縣東三省之盛京甲子廠蓮山餘慶街北林子呼蘭城陝西省之甯羌州湖南省之衡州府等地方均應停止文武考試五年著各該省督撫學政遵照辦理出示曉諭欽此五月初三日接准西安軍機處東電內開奉旨戶部右侍郎那桐著賞給頭品頂戴授爲專使大臣前往大日本國敬謹將命欽此應照會貴大臣請煩查照須至照會者光緒二十七年五月初四日京都左近被污瀆之諸國墳塋清單

英國墳塋一處

法國墳塋五處

俄國墳塋一處

共計七處七月十二日奉上諭各省將軍督撫暨各關監督先於兩年內將所有外洋軍火及專爲製造軍火器料一概不准販運進口該部知道欽此爲照復事四月初七日准貴大臣照會內開西曆本年五月初七日即中曆三月十九日照會貴王大臣以賠款一事各國所出款項及公私各虧結至西曆本年七月初一日即中曆五月十六日共約計銀數在四百五十兆

兩上下等語在案旋准復文內稱中國國家擬按月攤還一百二十五萬兩將此四百五十兆之數歸清等因諸國全權大臣已將此節詳達各本國政府查照矣惟中國國家所擬按月攤還之總數不過僅足賠款之本而已並未算及利息是以應請貴王大臣再行酌核本領銜大臣相應文請貴王大臣將中國國家於此事主見從速示復可也等因准此查賠款一事業於前次照會中將中國艱窘情形佈達茲准來文以所擬每年付銀一千五百萬兩三十年攤完僅足賠款之本詢及利息一節如何主見本王大臣擬按週年四釐加息已經電奏奉旨各國償款四百五十兆四釐息應准照辦欽此謹應欽遵知照惟中國財力過於短絀所能籌撥者仍只每年一千五百萬兩之專款既於本銀外須付利息只得將三十年之限寬展其期上半年每年所付之一千五百萬兩作爲還本下半年每年所付之一千五百萬兩作爲付利俟付足日停止付款之事仍由稅務司經理其付利一層應按照上年還本若干次年減利若干核算可否如此分期還本付利抑或於每年一千五百萬兩內將若干分爲還本若干分爲付利一切詳細辦法尙須妥議商定再中國既允如數歸本復允加利則賠款一事可謂已經實在各國撤兵之期務望早日示知不勝企望之至理合備文照復貴大臣迅速轉知諸國全權大

臣查照須至照復者右照會大日國欽差領銜全權大臣葛

光緒二十七年四月十二日使館界綫說帖 1 字處在城牆上正陽門樓東一百英尺自此處界綫往北稍偏二百十六英尺至 2 字處 2 字處在大清門前周碁盤街白石欄東南角自此界綫順石欄東面往北稍偏三百十英尺至 3 字處 3 字處在東交民巷北界綫相交處自此界綫循東交民巷北牆根六百四十一英尺半至 4 字處 4 字處在兵部街西一百四十六英尺係隨東交民巷北邊而量自此界綫往北或循房式凸凹而畫無房處或取直而畫計長二千一百五十二英尺其綫與兵部街並列北首距皇城外牆對兵部街柵欄門西一百五十七英尺至 5 字處 5 字處在皇城外牆南面距對兵部街柵欄門西一百五十七英尺自此界綫順皇城往東一千二百八十八英尺至 6 字處 6 字處在皇城外牆東南角自此界綫循皇城往北二百零八英尺至 7 字處 7 字處在皇城外牆與皇城相交處自此界綫順皇城往東六百八十一英尺至 8 字處 8 字處在皇城東南角自此界綫順皇城往北六十五英尺至 9 字處 9 字處在距皇城東南角北六十五英尺自此界綫直往正東四千零十英尺至 10 字處 10 字處在崇文門大街路西距與長安街相交處北三百英尺自此界綫往南順大街西至 11 字處 11 字處在

城牆上卽係崇文門西北角自此界綫順城牆往西門西馬道在內至12字處12字處在城牆上距崇文門樓西一百英尺自此界綫按圖上所畫之綫順城牆南面城梁亦在內至1字處諭旨二道上諭各省匪徒藉滅洋爲名糾衆立會攻擊各國人民迭經降旨嚴禁不啻三令五申乃近年山東各屬竟有大刀會義和拳等名目到處傳習肆行殺掠蔓延直境闖入京師以致焚燬教堂各國人民各項房產等業圍攻使館開罪鄰邦貽誤大局朕以保護未至負疚滋深爾百姓平日食毛踐土具受國恩乃敢逞其好勇鬥狠之私習爲符咒邪妄之術拒捕戕官殺害各國人民肆無忌憚遂爾肇此奇禍上貽君父之憂追念之餘尤深痛恨業經嚴飭各路統兵大臣實力勦辦務淨根株並將縱庇義和拳之王大臣各照應得之罪分別輕重盡法嚴懲殺害凌虐各國人民之城鎮概停文武各項考試五年以示懲儆惟恐鄉僻愚民尙未周知特再嚴行申禁以免不教而誅爾軍民人等須知結黨入會例禁綦嚴列朝辦理會匪之案從未稍寬况各國皆屬友邦教民亦係赤子朝廷一視同仁毫無歧視無論民教卽或果有被欺情事亦應呈報官司聽候持平判斷何得輕聽謠傳藐視刑章逮事敗之後黠者遠颺懦者受戮法所難容情實可憫自此次嚴諭之後各宜悔悟自新痛改舊習如再有怙惡不悛之徒私

立擅入仇視各國人民各會持械格鬥公然劫掠將首從各犯嚴密查拿盡法懲治決不寬貸各省將軍督撫大吏均有牧民之責務各嚴飭所屬剴切曉諭並將此次諭旨刊刻謄黃徧行張貼務使家喻戶曉勉爲善良以無負朝廷諄諄誥誡辟以止辟之至意將此通諭知之欽此上諭中外訂約以來各國人民准入內地載在條約朝廷慎固邦交迭經諭飭各省實力保護乃地方官漫不經心以致匪徒肆行滋擾傷害各國人民之案層見迭出朕維薄德無以化導愚民良深引疚而地方各官平日於洋務不知講求於交涉罔知大體以至燎原引火貽害君國撫心自問當亦難安自今以往其各振刷精神捐除成見須知修好睦鄰古今通義遠人來華或通商以懋遷有無或游歷以增長學識即傳教之士亦以勸人行善爲本梯山航海備極艱辛我中國既稱禮義之邦宜盡賓主之誼況近年華民出洋者不下數十萬人身家財產悉賴各國保全卽以報施而論亦豈得稍存歧視著再責成各直省文武大吏通飭所屬遇有各國官民入境務須切實照料保護倘有不逞之徒凌虐戕害各國人民立卽馳往彈壓獲犯懲辦不得稍涉玩延如或漫無覺察甚至有意縱容釀成巨案或另有違約之行不卽立時彈壓犯事之人不立行懲辦各該管督撫文武大吏及地方有司各官一概革職永不叙用不准投

効他省希圖開復亦不得別給獎叙並將此次諭旨一併刊布出示曉諭以期官民交警永革澆風欽此

附件

第一條現於上海設立修治黃浦河道局

第二條該局責任有二一係舉辦整理改善河道之工一係經管河道

第三條該局管轄之境自江南製造總局之下界向港口其名爲
滬華港作一直綫自該綫起至揚子

江中紅色浮標處爲止

第四條該局應任之員開列於後甲上海道乙海關稅務司丙各國領事中公舉二員丁上海通商總局中由董事公舉二員戊由各行船公司及在上海吳淞或黃浦之各他口岸所有每年進出口船隻噸數逾五萬之各行商公舉二員以保行船行商利益己公共租界工部局一員庚法國租界工部局一員辛各國在滬及吳淞並黃浦之各他口岸如每年進出船隻噸數逾二十萬噸者由該國國家特派一員

第五條所有因居官職應任之當員按照居此官職之時卽供該局之任

第六條各工部局及通商總局所舉之員在局期限一年期滿者亦可立即公舉續充按第四條辛字各該國所派之員在局亦期限一年其餘各員期限均係三年限滿者亦可立即公舉續充

第七條期限之內如有開缺接任者即照其班供職一年或三年

第八條由該局員中公舉督辦一員及幫辦一員期限皆係一年公舉督辦之時如投名無較多之數即請各國領事中之領銜者入名以成較多之數

第九條凡督辦不在座幫辦即代之若均不在座由各在座之員公推一位作爲此次督辦

第十條凡該局會議時如值投名適均則任由督辦列名以成其事

第十一條至少非有四員該局不能會議事件

第十二條該局應用之員差均可隨意聘請以爲修辦工築及施行一切章程其薪水工資貼費均由該局指定數目由進款內給發章程及員差一切事務均由該局自行辦理員差亦由該局任便辭退

第十三條所有經理行船應置各節由該局立定河內所設停泊船隻器具並整理停船在第

三條所述限內以及各水道如吳淞江並過上海法國租界或公共租界或吳淞洋界各港此外入河之各他港自港口往上一二英邁勒之遠均在應置各節之內

第十四條凡入於河內所設停船器具該局皆有取獲之權另設公共停船器具之法

第十五條第十三條所述河內所有挖河修築馬頭等工以及各浮馬頭浮房應由該局允准方能修建該局亦可隨意不允

第十六條凡除去河內及以上所述各港阻隔之事並去阻各費隨專向責成之人索取該局皆有全權

第十七條第十三條所述之河港內所有浮燈浮標標記標燈以及地上設立保護船隻安行河道之具除燈樓之外均由該局任便安置燈樓仍按一千八百五十八年中英天津條約第三十二款辦理

第十八條所有改善及保全黃浦各工統由該局工程司管理如因其工應在轄界之外興作亦一律辦理惟應飭行之處當由中國官員轉布所飭之事亦當由中國官員允准方可照辦第十九條興工所籌之款全由該局出入追課及施行章程各事亦由該局會同應管之官設

法辦理

第二十條海口理船長及其所用之人均由該局揀派理船長事務於第十三條內所述之河亦在該局所有權柄之內舉辦

第二十一條該局有整頓巡查一切事務之權以期確照章程及節令而行

第二十二條上海引水一切事務即下揚子江引水由該局經管前往上海船隻所用引水人之執照祇能由該局任便發給

第二十三條凡違章者如係外國人民該局即向該國領事或應管之律法官員控告中國人民及無欽差領事駐中國之人在會審衙門控告審訊時必須外國官員在旁觀審

第二十四條凡控該局者即向上海各國領事公堂投告凡涉訟之事均係該局總辦代爲就審

第二十五條該局各員及所用之人因投名議定之事及所辦事件並已定合同或議定之出款等事其係按照該局或所屬各司之權柄號令而行及有關詳辦施行該局所發章程者各該本人並不擔責

第二十六條除第十三條所述行船應置各節外應定章程及違章罰款如在權力之內均可由該局宣布

第二十七條第二十六條所述之章程應呈請各國領事官允准如章程稿底呈交兩個月後各國領事並無阻止或擬改之處其稿即當作准亦可照辦

第二十八條凡改善保全黃浦各工所應用之地該局有取捨之權如照此議酌有地段益於採用即按上海洋涇浜北公共租界地產章程第六條 a 字辦理地價即由業主本國之官及該局並領銜領事各舉一人斷定

第二十九條河岸地段前如因改善河道之工增加淤灘應先由各該地主願否買用地價按第二十八條所述由舉派人斷定

第三十條該局進款開列於後 甲法國租界及公共租界各地產無論有無房間按估價每年值千抽一 乙黃浦兩岸自江南製造總局之下界向港口 其名爲灤華港 作一直綫自該綫起至黃浦入揚子江處爲止之各地產亦按甲字征抽此地估價亦按第二十八條所述由舉派人斷定 丙非中國式樣船隻數逾一百五十噸者進出上海吳淞及黃浦之各他口岸均按每

噸抽鈔銀五分非中國式樣船隻自一百五十噸以下者抽以上所言之鈔銀四分之一每船無論進出若干次均每四個月抽收一次非中國式樣之船在揚子江中行駛專爲領取江照行至吳淞者免抽以上所言之鈔課惟來往之時不得在吳淞有商賈之行僅能取水購食而已丁凡在上海吳淞及黃浦之各他口岸報海關之貨均按估價值千抽一戊中國國家每年津貼該局之款應與外國干涉者每年所付該局各款總數相同

第三十一條第三十條所述之各鈔課應由後列之員轉征甲字課由各該工部局征收乙字課在中國駐有欽差領事之國民由各該領事征收中國人民及在中國無欽差領事之國民由上海道征收丙丁兩字鈔課由新海關征收

第三十二條該局每年進款總數付還興工借款本利及養已竣之工並辦理一切事務諸費有所不敷則可將船鈔地產無論有無房間及商貨各餉課一律均勻比增以至足抵需用之數其第三十條戊字中國國家津貼亦一律比增

第三十三條凡應按照第三十二條有加增之情當由該局先行知照南洋大臣駐滬各國領事此項加增應俟駐滬各國領事允准方能施行

第三十四條每年帳目算結後六個月內應由該局將前十二個月內經管各事及進出各款詳細呈報南洋大臣各國駐滬領事所報各節即應印發通行

第三十五條所印發詳算之帳查如進款有逾出款則將第三十條所述各鈔課均由各國駐滬領事會同河道局均勻比減其第三十條戊字中國國家津貼亦一律比減

第三十六條第一次三年期滿之後各列名畫押之大臣即會查此附件內應行更改之處更改將來每屆三年仍可照此會查更改

第三十七條在第十三條所述各界限內該局所行之章如各國駐滬領事允准則各國人民皆應遵行

六月初九日上諭從來設官分職惟在因時制宜現當重定和約之時首以邦交爲重一切講信修睦尤賴得人而理從前設立總理各國事務衙門辦理交涉雖歷有年所惟所派王大臣等多係兼差未能殫心職守自應特設員缺以專責成總理各國事務衙門著改爲外務部班列六部之前簡派和碩慶親王奕劻總理外務部事務體仁閣大學士王文韶著授爲會辦外務部大臣工部尙書瞿鴻禨著調補外務部尙書授爲會辦大臣太僕寺卿徐壽朋候補三四

品京堂聯芳著補授外務部左右侍郎所有該部應設司員額缺選補章程各堂司各官應如何優給俸糈之處著政務處大臣會同吏部妥速覈議具奏欽此

覲見禮節說帖

- 一 諸國使臣會同或單行覲見大清國大皇帝時卽在大內之乾清宮正殿
- 二 諸國使臣覲見時來往乘轎至景運門外在景運門換乘椅轎至乾清門階前降輿步行至乾清宮大皇帝前禮成後諸國大臣一體回館
- 三 每值使臣呈遞勅書或國書時大皇帝必遣加用黃襪如親王所乘之綠轎到館將使臣引入大內禮成後仍一體送回來往之時必派兵隊前往使館迎送
- 四 每值呈遞勅書或國書時其書在使臣手內必由大內之各中門走進直到駕前禮成後卽由已定諸國使臣覲見禮節所議各門而回五使臣所遞勅書或國書皇帝必親手接收
- 六 如皇帝願款宴諸國使臣現已議明應在大內之殿廷設備皇帝亦躬親入座
- 七 總之無論如何中國優禮諸國使臣斷不至與彼此兩國平行體制有所不同

INTERNATIONAL-PROTOCOL, 1901.

(Signed at Peking, 7th September 1901.)

Les Plénipotentiaires

d'Allemagne :

Son Excellence M. A. Mumm von Schwarzenstein ;

d'Autriche-Hongrie :

Son Excellence le Baron M. Czikann von Wahlborn ;

de Belgique :

Son Excellence M. Joostens ;

d'Espagne :

Son Excellence M. B. J. de Cologan ;

des États-Unis d'Amérique :

Son Excellence M. W. W. Rockhill ;

de France :

Son Excellence M. Paul Beau ;

de Grande-Bretagne :

Son Excellence Sir Ernest Satow ;

d'Italie :

Son Excellence le Marquis Salvago-Raggi ;

du Japon :

Son Excellence M. Jutaro Komura ;

des Pays-Bas :

Son Excellence M. F. M. Knobel ;

de Russie :

Son Excellence M. M. de Giers ;

Et de Chine:

Son Altesse Yi K'oung, Prince du Premier Rang K'ing, Président du Ministère des Affaires Etrangères;

Et

Son Excellence Li Hong-tchang, Comte du Premier Rang Sou Yi, Tuteur de l'Heritier Presomptif, Grand Secrétaire du Wen Houa Tien, Ministre du Commerce, Surintendant des Ports du Nord, Gouverneur Général du Tcheli;

se sont réunis pour constater que la Chine s'est conformée, a la satisfaction des Puissances, aux conditions énumérées dans la Note du 22 décembre 1900 at qui ont été acceptées, dans leur entier par Sa Majesté l'Empereur de Chine, par un Décret en date du 27 décembre 1900 (Annexe No. 1).

Article. I.

(a) Par Édít Impérial du 9 Juin dernier (Annexe No. 2), Tsai Feng, Prince du Premier Rang Teh'oun, a été nommé Ambassadeur de Sa Majesté l'Empereur de Chine et a été chargé, en cette qualité, de porter à sa Majesté l'Empereur d'Allemagne l'expression des regrets de sa Majesté l'Empereur de Chine et du Gouvernement Chinois, au sujet de l'assassinat de feu Son Excellence le Baron von Ketteler, Ministre d'Allemagne.

Le Prince Teh'oun a quitté Pékin le 12 juillet dernier pour exécuter les ordres qui lui ont été donnés.

(b) Le Gouvernement Chinois a déclaré qu'il érigera sur le lieu de l'assassinat de feu Son Excellence le Baron von Ketteler un monument commémoratif, digne du rang du

défunt, et portant une inscription en langues latine, allemande et chinoise, qui exprimera les regrets de Sa Majesté l'Empereur de Chine à propos du meurtre commis.

Leurs Excellence les Plénipotentiaires chinois ont fait savoir à Son Excellence le plénipotentiaires d'Allemagne, par une lettre en date du 22 juillet dernier (Annexe No. 3.), qu'un portique de toute la largeur de la rue est érigé sur le dit lieu et que les travaux ont commencé le 25 juin dernier.

Article II.

(a) Des Édits Impériaux en date des 13 et 21 février 1901 (Annexes nos. 4, 5 et 6), ont infligé les peines suivantes aux principaux auteurs des attentats et des crimes commis contre les Gouvernements Étrangers et leurs nationaux :

Tsai Yi, Prince Touan, et Tsai Lan, Duc Fou Kouo, ont été traduits, pour être exécutés, devant la Cour d'assises d'Automne et il a été stipulé que si l'Empereur croit devoir leur faire grâce de la vie, ils seront exilés au Turkestan et y seront emprisonnés à perpétuité sans que cette peine puisse jamais être commuée.

Tsas Hiun, Prince "Tchouang, Ying Nien, Président de la Cour des Censeur., et Tchao Chou K'iao, Président au Ministère de la Justice, ont été condamnés à se donner la mort.

Yu Hien, Gouverneur du Chan-si, K'i Sicou, Président au Ministère des Rites, et Siu Teh'eng-Yu, précédemment Directeur de gauche au Ministère de la Justice, ont été condamnés à la peine de mort.

La dégradation posthume a été prononcés contre Kang Yi, Sous-Grand Secrétaire d'État, Président au Ministère de

l'Intérieur, Siu T'ong, Grand Secrétaire d'État, et Li Ping-Heng, ancien Gouverneur Général du Sze-tch'ouan.

Un Édít Impérial du 13 février 1901 (Annexe No. 7) a réhabilité la memoire de Siu Yong-Yi, Président au Ministère de la Guerre, Li Chan, Président au Ministère des Finances, Hiu King-Teh'eng, Directeur de gauche au Ministère de l'Intérieur, Lien Yuan, Vice-Chancelier au Grand Secrétariat, et Yuan-Teh'ang, Directeur à la Cour des Sacrifices, qui avaient été mis à mort pour avoir protesté contre les abominables violations du droit international commises au cours de l'année dernière.

Le Prince Tchouang s'est donné la mort le 21 février 1901, Ying Nien et Tchao Chou Chou-K'iao le 24; Yu Hien a été exécuté le 22, enfin K'i Sieou et Siu Teh'eng-Yu, le 26.

Tong Fou-siang, Général au Kan-son, a été privé de ses fonctions par Édít Impérial du 13 février, en attendant qu'il soit statué sur la peine définitive à lui infliger.

Des Édíts Impériaux des 29 avril et 19 août 1901 ont infligé des peines graduelles aux fonctionnaires des provinces reconnus coupables des crimes et attentats commis au cours de l'été dernier.

(b) Un Édít Impérial, promulgué le 19 août 1901 (Annexe No. 8), a ordonné la suspension des examens officiels pendant cinq ans dans toutes les villes au des étrangers ont été massacrés ou ont subi des traitements cruels.

Article III.

Afin d'accorder une réparation honorable pour l'assassinat de feu M. Sougiyama, Chancelier de la Légation du Japon, Sa Majesté l'Empereur de Chine a, par un Édít

Impérial du 18 juin 1901 (Annexe No. 9), désigné le Vice-Président au Ministère des Finances, Na T'ong, comme Envoyé Extraordinaire, et l'a chargé spécialement de porter à Sa Majesté l'Empereur du Japon l'expression des regrets de Sa Majesté l'Empereur de Chine et de son Gouvernement au sujet de l'assassinat de feu M. Sougiyama.

Article IV.

Le Gouvernement Chinois s'est engagé à ériger un monument expiatoire dans chacun des cimetières étrangers ou internationaux qui ont été profanés et dont les tombes ont été détruites.

D'accord avec les Représentants des Puissances, il a été convenu que les Légations intéressées donneront les indications pour l'érection de ces monuments, à charge par la Chine d'en couvrir tous les frais, évalués à dix mille taels pour les cimetières de Pékin et de environs, à cinq mille taels pour les cimetières des provinces. Ces sommes ont été versées, et la liste de ces cimetières est ci-jointe (Annexe No. 10).

Article V.

La Chine a accepté de prohiber sur son territoire l'importation des armes et des munitions, ainsi que du matériel destiné exclusivement à la fabrication des armes et des munitions.

Un Édít Impérial a été rendu le 25 août 1901 (Annexe No. 11) pour interdire cette importation pendant une durée de deux années.

Des nouveaux Édítis pourront être rendus par la suite pour proroger ce terme de deux ans en deux ans, dans le cas de nécessité reconnue par les Puissances.

Article VI.

Par un Édît Impérial en date du 29 mai 1901 (Annexe No. 12) Sa Majesté l'Empereur de Chine s'est engagé à payer aux Puissances une indemnité de quatre cent cinquante millions de Hai-kouan taels. Cette somme représente le total des indemnités pour les Édits, les sociétés, les particuliers et les Chinois visés à l'Article VI de la Note du 22 décembre 1900.

(a.) Ces quatre cent cinquante millions constituent une dette en or, calculée aux cours du Hai-kouan tael par rapport à la monnaie d'or de chaque pays, tels qu'ils sont indiqués ci-après :

Un Hai-kouan tael = Marks.....	3.055
= Couronnes austrohongroises.....	3.595
= Dollar or.....	0.742
= Francs.....	3.750
= Livre sterling.....	3s. 0d.
= Yen.....	1.407
= Florin neerlandais.....	1.795
= Rouble or.....	1.412
(au titre de dolias 17.424).	

Cette somme en or sera productive d'intérêts à quatre pour cent l'an, et le capital sera remboursé par la Chine en trente-neuf années, dans les conditions indiquées au plan d'amortissement ci-joint (Annexe No. 13).

Le capital et les intérêts seront payables en or ou au taux de change correspondant de aux des diverses échéances. Le fonctionnement l'amortissement commencera le 1^{er} janvier 1902 pour finir à l'expiration de l'année 1940. Les amortisse-

ments seront payables annuellement, la première échéance étant fixée au 1^{er} janvier 1903. Les intérêts seront comptés à partir du 1^{er} juillet 1901, mais le Gouvernement Chinois aura la faculté de se libérer, dans un délai de trois ans, commençant le 1^{er} janvier 1902, des arrérages du premier semestre finissant le 31 décembre 1901, à la condition toutefois de payer des intérêts composés à quatre pour cent l'an sur les sommes dont le versement aura ainsi été différé.

Les intérêts seront payables semestriellement, la première échéance étant fixée au 1^{er} juillet 1902.

(b.) Le service de la dette sera effectué à Shanghai et de la manière suivante :

Chaque Puissance se fera représenter par un délégué dans une Commission de banquiers qui sera chargée d'encaisser le montant des intérêts et des amortissements qui lui sera versé par des autorités chinoises désignées à cet effet, de le répartir entre les intéressés et d'en donner quittance.

(c.) Le Gouvernement Chinois remettra au Doyen du Corps diplomatique à Pékin, un bon global qui sera transformé ultérieurement en coupures revêtues de la signature des délégués du Gouvernement Chinois désignés à cet effet. Cette opération et toutes celles se rapportant à l'établissement des titres seront effectuées par la Commission précitée conformément aux instructions que les Puissances enverront à leurs délégués.

(d.) Le produit des ressources affectées au paiement des bons sera versé mensuellement entre les mains de la Commission.

(e.) Les ressources affectées à la garantie des bons sont énumérées ci-après :

1° Le reliquat des revenus de la Douane Maritime Impériale après paiement de l'intérêt et de l'amortissement des emprunts antérieurs gagés sur ces revenus, augmentés du produit de l'élévation à cinq pour cent effectifs du tarif actuel sur les importations maritimes, y compris les articles qui jusqu'à présent entraient en franchise, à l'exception du riz, des céréales et des farines de provenance étrangère, ainsi que de l'or et de l'argent monnayés ou non monnayés,

2° Les revenus des Douanes indigènes administrées, dans les ports ouverts, pour la Douane Maritime Impériale,

3° L'ensemble des revenus de la gabelle, sous réserve de la fraction affectée précédemment à d'autres emprunts étrangers.

L'élévation du tarif actuel sur les importations à cinq pour cent effectifs est consentie aux conditions ci-après.

La mise en vigueur de cette élévation commencera deux mois après la date de la signature du présent Protocole, et il ne sera fait d'exception que pour les marchandises en cours de route, au plus tard dix jours après cette date.

1° Tous les droits sur les importations perçus ad valorem seront convertis en droits spécifiques, autant qu'il sera possible de le faire, et dans le plus bref délai.

Cette conversion sera établie comme suit :

On prendra comme base d'évaluation la valeur moyenne des marchandises au moment de leur débarquement, pendant les trois années 1897, 1898 et 1899, c'est-à-dire la valeur de marché déduction faite du montant des droits d'entrée et des frais accessoires.

En attendant le résultat de cette conversion, les droits seront perçus ad valorem.

2° Le cours du Peï-ho et celui du Whangpou seront améliorés avec la participation financière de la Chine.

Article VII.

Le Gouvernement Chinois a accepté que le quartier occupé par les Légations fût considéré comme un quartier spécialement réservé à leur usage et placé sous leur police exclusive, où les Chinois n'auraient pas le droit de résider, et qui pourrait être mis en état de défense.

Les limites de ce quartier ont été ainsi fixées sur le plan ci-joint (Annexe No. 14).

A l'ouest, la ligne 1, 2, 3, 4, 5;

Au nord, la ligne 5, 6, 7, 8, 9, 10;

A l'est, la rue Ketteler: 10, 11, 12;

Au sud, la ligne 12, 1, tirée le long du pied extérieur de la muraille tartare en suivant les bastions.

Par le Protocole annexé à la lettre du 16 janvier 1901, la Chine a reconnu à chaque Puissance le droit d'entretenir une garde permanente dans le dit quartier pour la défense de sa Légation.

Article VIII.

Le Gouvernement Chinois a consenti à faire raser les forts de Takou et ceux qui pourraient empêcher les libres communications entre Pékin et la mer.

Des dispositions ont été prises à cet effet.

Article IX.

Le Gouvernement Chinois a reconnu aux Puissances, par le Protocole annexé à la lettre du 16 janvier 1901, le droi

d'occuper certains points; à déterminer par un accord entre elles, pour maintenir les communications libres entre la capitale et la mer.

Les points occupés par les Puissances sont; Houang-ts'oun, Lang-fang, Yang-ts'oun, Tien-tsin, Kium-léang-tcheng, T'ang-kou, Lou-tai, T'ang-chan, Louan-tchéou, Tchang-li, Ts'in-wang-tao, Chan-hai-kouan.

Article. X.

Le Gouvernement Chinois s'est engagé à afficher et à publier pendant deux ans toutes les villes de district les Édits Impériaux suivants:

(a) Édít du 1^{er} février 1901 (Annexe No. 15) portant défense perpétuelle sous peine de mort, de faire partie d'une société antiétrangère;

(b) Édits des 13 et 21 février, 29 avril et 19 août contenant l'énumération des peines qui ont été infligées aux coupables;

(c) Édits du 19 août 1901 supprimant les examens dans toutes les villes où des éfrangers ont été massacrés ou ont subi traitements cruels;

(d) Édít du 1^{er} février 1901 (Annexe No. 16) déclarant que tous les Gouverneurs généraux, Gouverneurs et fonctionnaires provinciaux ou locaux, sont responsables de l'ordre dans leurs circonscriptions et, qu'en cas de nouveaux troubles anti-étrangers ou encore d'autres infractions aux Traités qui n'auraient pas été immédiatement réprimées, et dont les coupables n'auraient pas été punis, ces fonctionnaires seront immédiatement révoqués sans pouvoir être appelés à de nouvelles fonctions ni recevoir de nouveaux honneurs.

L'affichage de ces Édits se poursuivait progressivement dans tout l'Empire.

Article XI.

Le Gouvernement Chinois s'est engagé à négocier les amendements jugés utiles par les Gouvernements Étrangers aux Traités de commerce et de navigation, et les autres sujets touchant aux relations commerciales dans le but de les faciliter.

Dès maintenant et par suite des stipulations inscrites à l'Article VI au sujet de l'indemnité, le Gouvernement Chinois s'engage à concourir à l'amélioration du cours des rivières Peï-ho et Whangpou comme il est dit ci-dessous.

(a) Les travaux d'amélioration de la navigabilité du Peï-ho, commencés en 1898 avec la coopération du Gouvernement Chinois, ont été repris sous la direction d'une Commission internationale.

Aussitôt après que l'administration de Tien-tsin aura été remise au Gouvernement Chinois, celui-ci pourra se faire représenter dans cette Commission, et versera chaque année une somme de soixante mille Hai-kouan taels pour l'entretien des travaux.

(b) Il est créé un Conseil fluvial chargé de la direction et du contrôle des travaux de rectification du Whangpou et d'amélioration du cours de cette rivière.

Ce Conseil est composé de membres représentant les intérêts du Gouvernement Chinois et ceux des étrangers dans le commerce maritime de Shanghai.

Les frais nécessités par les travaux et l'administration générale de l'entreprise sont évaluées à la somme annuelle de

quatre cent soixante mille Hai-kouan taels pendant les vingt premières années.

Cette somme sera fournie par moitié par le Gouvernement Chinois et par les intéressés étrangers.

Le détail des stipulations se rapportant à la composition, aux attributions et aux revenus du Conseil fluvial, fait l'objet de l'Annexe No. 17.

Article XII.

Un Édít Impérial du 24 juillet 1901 (Annexe No. 18), a réfirmé l'Office des Affaires Étrangères (Tsong-li Yamen) dans le sens indiqué par les Puissances, c'est-à-dire l'a transformé en un Ministère des Affaires Étrangères (Wai-wou-pou) qui prend rang avant les six autres Ministires d'État.

Le même Édít a nommé les principaux membres de ce Ministère.

Un accord s'est établi également au sujet de la modification du cérémonial de Cour relatif à la réception des Représentants Étrangers, et a fait l'objet de plusieurs notes des Plénipotentiaires Chinois résumées dans un mémorandum ci-joint (Annexe No. 19).

Enfin, il est expressément entendu que, pour les déclarations sus-énoncées et les documents annexés émanant des Plénipotentiaires Étrangers, le texte français fait seul foi.

Le Gouvernement Chinois s'étant ainsi conformé, à la satisfaction des Puissances, aux conditions énumérées dans la Note précitée du 22 décembre 1900, les Puissances ont accédé au désir de la Chine de voir cesser la situation créée par les désordres de l'été 1900.

En conséquence les Plénipotentiaires Étrangers sont autorisés à déclarer au nom de leurs Gouvernements que, à l'exception des gardes des Légations mentionnées à l'Article VII, les troupes internationales évacueront complètement la ville de Pékín le 17 septembre 1901 et, à l'exception des endroits mentionnés à l'Article IX, se retireront de la province du Tche-li le 22 septembre 1901.

Le présent Protocole final a été établi en douze exemplaires identiques et signés par tous les Plénipotentiaires des Pays Contractants. Un exemplaire sera remis à chacun des Plénipotentiaires Étrangers et un exemplaire sera remis aux Plénipotentiaires Chinois.

Pékín, le 7 septembre 1901.

(Signé).



匯豐新借款合同

西歷一千九百五年清政府五厘金款合同

欽命戶部代中國國家向匯豐銀行定立借款合同

後凡用匯豐銀行名目俱書銀行字樣

光緒三十年十二月十六日即西歷一千九百五年正月二十一日中國與京師匯豐銀行將中國五厘利息金鑄借款草合同簽字

光緒三十年十二月二十一日即西歷一千九百五年正月二十六日經銀行咨明允按草合同章程辦此借款現將定立正合同章程開列於後

第一款

中國國家准銀行自辦或會他行共辦中國五厘利息借款數目係英金一百萬鎊

第二款

此借款常年利息係五厘按隨時未還本銀虛數核算此利息自一千九百五年二月初一日起若非將此借款先期還清則由中國按另備單內所開之數目日期應還俟此借款全數還清則利息即行免付

第三款

借款限期爲二十年每年還本五萬鎊由第一年還起惟中國國家可於二十年期內按借票所開足數任便清還此項還法辦理如下除按銀行所出招帖內開在歐洲逐年掣還外中國國家可於六箇月前知照銀行另集額外股票備製以資按借票所開足數按隨時未還之本或全數還清或分還若干此項額外股票仍應與銀行所出招帖內尋常製還款同日掣還

第四款

此借款本利按三箇月一還均照此合同後附清單內所開之數日期應由中國國家交付京師匯豐銀行收受按此單日期付還之項照公砒足銀核算交與京師匯豐銀行以便銀行能備金錢按期在泰西交還每一鎊合銀兩若干應與該銀行同日商辦每到期時先儘京師匯豐銀行代存之北京稅項撥付如有不敷由戶部補足其利息及本銀應如何付還於買股票之人由銀行隨時自定向來借款合同俱有中國國家於每四百鎊加付一鎊以補該銀行按清單分交各票主本利之費用此次借款之用非同往例並銀行與戶部情意相孚故將此用費讓去惟此後不得援以爲例

第五款

此借款全數准銀行出售英金鎊股票此股票係何式樣及何文字並數目若干均由銀行隨時自定此股票由中國駐英國出使大臣加蓋關防以昭信守若此借款股票或遺失或被竊或經焚毀該銀行應即報明中國駐英之出使大臣准在新聞紙中出示告白聲明已失之票不能憑以取銀自出告白之日起按該國例章所定遺失此項券據之期限爲期若所失之正票至期仍未得回中國駐英之出使大臣不必再請中國國家允准即可按照原數重發副票加蓋印信交該銀行收領所有一切費用均由銀行自備

第六款

此借款本息均由中國國家擔保兼以山西全省百貨及烟酒厘金估計每年庫平銀八十萬兩作保但無論收數若干只以庫平八十萬擔保再有多收不在擔保之內期內本利不欠不得干預如到期本利欠付即應將該省厘金交與海關辦理嗣後若有抵山西全省百貨及烟酒厘金款目總以此次借款本銀利息儘先償還此款或全未還或未還清以先倘有用該省厘金借抵他款用付本利一切事宜不得訂明在此次借款之前亦不得訂明與此次借款平行辦理並總不得令此次借款以該省厘金逐年抵還之質保有所窒礙減色將來若再訂

立抵以上所言山西全省厘金之借款務於合同內載明所有付還本利等事俱在此次借款之後辦理等語此次借款未經還清以前倘遇有修改稅則減撤厘金之定議既不得因有厘金抵押借款即不修改稅則既擬將此次所指厘金減撤則應先向銀行商明纔可亦必將新改稅則加征之洋稅儘先如數補指抵款

第七款

此項股票息票及付還收還之款此時及以後均不納中國各稅

第八款

此借款賣股票交銀收銀等事出招帖所有詳細各節凡此章程內尙未言明者由銀行隨時自定此合同簽字蓋印後即准銀行權衡出此借款招帖中國國家應飭駐英國出使大臣遇有會商等事同銀行商董商辦此款招帖應由中國駐英大臣批准

第九款

銀行允辦此款交付中國按本銀虛數每一百鎊合九十一鎊係統計九十一萬鎊自西歷本年二月底匯豐銀行在倫敦即將該九十一萬鎊之數備足聽候中國國家撥用此借款利息

由西歷本年二月初一日起由中國國家付與銀行收受至利息付與各票主由何日付起任聽銀行自定

第十款

如在泰西或他處有關係大局或關係錢行格外之事於各國股票價銀妨礙甚重致此次借款未能按以上各節賣票則銀行可以辭辦此合同將合同作爲罷論

第十一款

此合同章程簽字蓋印後未出招帖之光應即由部請旨允准此旨由外務部即行照會英國駐京大臣查照

第十二款

此次借款原由中國國家與匯豐銀行商定由該銀行與德華銀行向有共辦借款成約是以此次借款應與德華銀行均勻同辦故此合同亦由德華銀行會同簽字爲允照合同各款之據中國國家准德華銀行在柏林出售借款半數股票均照此合同章程而行中國國家應飭出使德國大臣於股票加蓋關防並遇有會商等事同德華銀行商董商辦均照合同第五第

八等款與駐英大臣一律辦理借款招帖按照柏林章程應中國駐德大臣簽字所奉允准之旨亦由外務部照會德國駐京大臣查照

第十三款

此合同應繕華英文各四分由中國戶部匯豐銀行德華銀行暨海關總稅務司各收存一分遇有可疑不符之處以英文為准此合同於

光緒三十年十二月二十九日即西歷一千九百零五年二月初三日簽字畫押

一千九百零五年中國五釐利英金一百萬鎊借款還利息本銀數目日期表

年分	月日	利息	本銀	總數
一九零五	四月二十六	一萬二千五百鎊	一萬二千五百鎊	二萬五千鎊
	七月二十六	一萬二千五百鎊	一萬二千五百鎊	二萬五千鎊
	十月二十六	一萬二千五百鎊	一萬二千五百鎊	二萬五千鎊
	正月二十六	一萬二千五百鎊	一萬二千五百鎊	二萬五千鎊

第一一年

第 二 年

四月二十六 一萬二千八百七十五鎊 一萬二千五百鎊 二萬四千三百七十五鎊

七月二十六 一萬二千八百七十五鎊 一萬二千五百鎊 二萬四千三百七十五鎊

十月二十六 一萬二千八百七十五鎊 一萬二千五百鎊 二萬四千三百七十五鎊

正月二十六 一萬二千八百七十五鎊 一萬二千五百鎊 二萬四千三百七十五鎊

第 三 年

四月二十六 一萬二千二百五十鎊 一萬二千五百鎊 二萬二千七百五十鎊

七月二十六 一萬一千二百五十鎊 一萬二千五百鎊 二萬二千七百五十鎊

十月二十六 一萬一千二百五十鎊 一萬二千五百鎊 二萬二千七百五十鎊

正月二十六 一萬一千二百五十鎊 一萬二千五百鎊 二萬二千七百五十鎊

一 九 零 八

第 四 年

四月二十六 一萬零六百二十五鎊 一萬二千五百鎊 二萬三千一百二十五鎊

七月二十六 一萬零六百二十五鎊 一萬二千五百鎊 二萬三千一百二十五鎊

一九零九
十月二十六 一萬零六百五十五鎊 一萬二千五百鎊 二萬三千二百五十五鎊
正月二十六 一萬零六百五十五鎊 一萬二千五百鎊 二萬三千二百五十五鎊

第 五 年

一九一十
四月二十六 一 萬 鎊 一萬二千五百鎊 二萬二千五百鎊
七月二十六 一 萬 鎊 一萬二千五百鎊 二萬二千五百鎊
十月二十六 一 萬 鎊 一萬二千五百鎊 二萬二千五百鎊
正月二十六 一 萬 鎊 一萬二千五百鎊 二萬二千五百鎊

第 六 年

一九一十一
四月二十六 九千三百七十五鎊 一萬二千五百鎊 二萬二千八百七十五鎊
七月二十六 九千三百七十五鎊 一萬二千五百鎊 二萬二千八百七十五鎊
十月二十六 九千三百七十五鎊 一萬二千五百鎊 二萬二千八百七十五鎊
正月二十六 九千三百七十五鎊 一萬二千五百鎊 二萬二千八百七十五鎊

第 七 年

一九十二

四月二十六	八千七百五十鎊	一萬二千五百鎊	二萬一千二百五十鎊
七月二十六	八千七百五十鎊	一萬二千五百鎊	二萬一千二百五十鎊
十月二十六	八千七百五十鎊	一萬二千五百鎊	二萬一千二百五十鎊
正月二十六	八千七百五十鎊	一萬二千五百鎊	二萬一千二百五十鎊

第 八 年

一九十三

四月二十六	八千一百二十五鎊	一萬二千五百鎊	二萬零六百二十五鎊
七月二十六	八千一百二十五鎊	一萬二千五百鎊	二萬零六百二十五鎊
十月二十六	八千一百二十五鎊	一萬二千五百鎊	二萬零六百二十五鎊
正月二十六	八千一百二十五鎊	一萬二千五百鎊	二萬零六百二十五鎊

第 九 年

四月二十六	七千五百鎊	一萬二千五百鎊	二萬鎊
七月二十六	七千五百鎊	一萬二千五百鎊	二萬鎊
十月二十六	七千五百鎊	一萬二千五百鎊	二萬鎊

一九十四 正月二十六 七千五百鎊 一萬二千五百鎊 二萬鎊

第十年

四月二十六 六千八百七十五鎊 一萬二千五百鎊 一萬九千三百七十五鎊

七月二十六 六千八百七十五鎊 一萬二千五百鎊 一萬九千三百七十五鎊

十月二十六 六千八百七十五鎊 一萬二千五百鎊 一萬九千三百七十五鎊

一九十五 正月二十六 六千八百七十五鎊 一萬二千五百鎊 一萬九千三百七十五鎊

第十一年

四月二十六 六千三百五十鎊 一萬二千五百鎊 一萬八千七百五十鎊

七月二十六 六千三百五十鎊 一萬二千五百鎊 一萬八千七百五十鎊

十月二十六 六千三百五十鎊 一萬二千五百鎊 一萬八千七百五十鎊

一九十六 正月二十六 六千二百五十鎊 一萬二千五百鎊 一萬八千七百五十鎊

第十二年

四月二十六 五千六百二十五鎊 一萬二千五百鎊 一萬八千二百二十五鎊

七月二十六	五千六百二十五鎊	一萬二千五百鎊	一萬八千二百五鎊
十月二十六	五千六百二十五鎊	一萬二千五百鎊	一萬八千二百五鎊
正月二十六	五千六百二十五鎊	一萬二千五百鎊	一萬八千二百五鎊

第十三年

四月二十六	五千鎊	一萬二千五百鎊	一萬七千五百鎊
七月二十六	五千鎊	一萬二千五百鎊	一萬七千五百鎊
十月二十六	五千鎊	一萬二千五百鎊	一萬七千五百鎊
正月二十六	五千鎊	一萬二千五百鎊	一萬七千五百鎊

第十四年

四月二十六	四千三百七十五鎊	一萬二千五百鎊	一萬六千八百七十五鎊
七月二十六	四千三百七十五鎊	一萬二千五百鎊	一萬六千八百七十五鎊
十月二十六	四千三百七十五鎊	一萬二千五百鎊	一萬六千八百七十五鎊
正月二十六	四千三百七十五鎊	一萬二千五百鎊	一萬六千八百七十五鎊

第十五年

四月二十六	三千七百五十鎊	一萬二千五百鎊	一萬六千二百五十鎊
七月二十六	三千七百五十鎊	一萬二千五百鎊	一萬六千二百五十鎊
十月二十六	三千七百五十鎊	一萬二千五百鎊	一萬六千二百五十鎊
正月二十六	三千七百五十鎊	一萬二千五百鎊	一萬六千二百五十鎊

第十六年

四月二十六	三千二百二十五鎊	一萬二千五百鎊	一萬五千六百二十五鎊
七月二十六	三千二百二十五鎊	一萬二千五百鎊	一萬五千六百二十五鎊
十月二十六	三千二百二十五鎊	一萬二千五百鎊	一萬五千六百二十五鎊
正月二十六	三千二百二十五鎊	一萬二千五百鎊	一萬五千六百二十五鎊

第十七年

四月二十六	二千五百鎊	一萬二千五百鎊	一萬五千鎊
七月二十六	二千五百鎊	一萬二千五百鎊	一萬五千鎊

一九二二
 十月二十六 二千五百鎊 一萬二千五百鎊 一萬五千鎊
 正月二十六 二千五百鎊 一萬二千五百鎊 一萬五千鎊

第十八年

一九二三
 四月二十六 一千八百七十五鎊 一萬二千五百鎊 一萬四千三百七十五鎊
 七月二十六 一千八百七十五鎊 一萬二千五百鎊 一萬四千三百七十五鎊
 十月二十六 一千八百七十五鎊 一萬二千五百鎊 一萬四千三百七十五鎊
 正月二十六 一千八百七十五鎊 一萬二千五百鎊 一萬四千三百七十五鎊

第十九年

一九二四
 四月二十六 一千二百五十鎊 一萬二千五百鎊 一萬三千七百五十鎊
 七月二十六 一千二百五十鎊 一萬二千五百鎊 一萬三千七百五十鎊
 十月二十六 一千二百五十鎊 一萬二千五百鎊 一萬三千七百五十鎊
 正月二十六 一千二百五十鎊 一萬二千五百鎊 一萬三千七百五十鎊

第二十年

四月二十六	六百二十五鎊	一萬二千五百鎊	一萬三千二百五鎊
七月二十六	六百二十五鎊	一萬二千五百鎊	一萬三千二百五鎊
十月二十六	六百二十五鎊	一萬二千五百鎊	一萬三千二百五鎊
一九二五年 正月二十六	六百二十五鎊	一萬二千五百鎊	一萬三千二百五鎊
總 共	五十三萬五千鎊	一百萬鎊	一百五十三萬五千鎊

幣制實業借款合同

西歷一千九百一十一年清政府五釐金款合同

本合同爲度支部奉旨代大清政府與紐約第一國立銀行 昆勒貝公司 合稱美國資本

家匯豐銀行德華銀行東方匯理銀行 以後即簡稱 訂立

茲因大清政府欲按照已定幣制章程整頓畫一幣制及興辦東三省實業事務擬商訂借款

爲辦理以上各事之用據此發售大清政府遞還之金鑄債票 以後即簡稱 其總額不逾一千萬

金鑄所商訂借款情形照後開章程辦理

又因上開各項事務借款合同業於宣統二年九月二十五日即西歷一千九百一十年十月二十七號在北京簽押並奏奉諭旨允准商定本正式合同

又因現大美國資本家聯合匯豐銀行德華銀行東方匯理銀行已經大清政府允准該銀行等會同美國資本家辦理本合同之借款所商訂各節開列於左

第一款

以上所言草合同必按照此正式合同條款解釋方能遵守實行

第二款

大清政府允准銀行等承辦五釐利息遞還金鎊借款總數一千萬金鎊名爲一千九百十一年大清政府整頓幣制及興辦實業五釐遞還金鎊借款其限期由債票發售之日起算

第三款

此借項所得之款係爲以下所載各事使用

甲 爲大清國整頓畫一幣制用款

乙 爲興辦擴充東三省實業事務用款

第四款

此借款係大清政府所直接擔任是以大清政府以其信實及其還債之權爲保使該借款本利一准屆期清還並按照本合同所開大清政府應行各節辦理

第五款

一 本合同第八款第四五六節所開預支之款並此項借款還本付利以及關於此項借款經理各費卽以下所載餉源作爲頭次之抵押

東三省菸酒稅每年共庫平銀一百萬兩

東三省出產稅每年共庫平銀七十萬兩

東三省銷場稅每年共庫平銀八十萬兩

各省鹽斤新加價每年共庫平銀二百五十萬兩

係光緒三十四年五月奏准加收

以上指定抵押餉源每年共計庫平足銀五百萬兩

二以上各省餉源特此聲明並無牽連於他項借款徵納抵押情事

三倘若以上所載之餉源屆期不敷交付到期之利及應還之本則大清政府先將東三省他項餉源補足應付之數如尙不敷再用他項補交

四此項借款本利並他項費用按期交付則不得干預各該省之餉源惟其本利倘屆期拖欠除展緩公道時日外則應將各該省餉源或足敷抵還所欠之一部分餉源即行交與海關並由海關管理以保執票人之利益

五此項借款未還清以前倘再有將以上餉源作他項借款抵押或作質保等用總須先儘此項借款還清更不得有他項借款抵押或徵納各事加乎此次借款之上或與平行無論如何不能損害該餉源擔保此借款之利權又在此借款之後他項借款抵押或徵納各事由上文

所指定各餉源支付者必儘此借款先行支付乃能支付並須於在後他項借款抵押或徵納各事之約內載明

六此項借款期限內倘大清政府議定修改海關稅則並訂明減免釐稅銀行等不得因以上所指各餉源係爲此項借款之抵押而阻止修改稅則減免釐稅並議明此項借款質保所指定之餉源未曾與銀行等商妥以前不得減免倘若減免必須指定數目相等銀行滿意之他項餉源以補之作爲儘先之抵押

第六款

一此項借款准該銀行等按總額數目發售金鎊債票與承購之人其債票每張面額由銀行等斟酌定奪債票式樣文字由銀行等與度支部或大清國駐華盛頓或倫敦或柏林或巴黎出使大臣核定

二此項刻印債票大清國度支部尙書簽名字樣及其關防均摹印於上以省其親自簽押各票未發賣債票以前可聽憑銀行等請大清國駐華盛頓或倫敦或柏林或巴黎出使大臣逐張蓋印並其簽名字樣加印於上以爲大清政府允准及承認發售此項債票之憑證

三銀行等之駐紐約或倫敦或柏林或巴黎代表人亦須在債票上加簽以證其爲發售債票經理人

第七款

一所有借款招帖以及付利還本拈鬮贖回債票一切詳細辦法未經本合同詳細載明者由銀行等會商大清國駐華盛頓或倫敦或柏林或巴黎出使大臣核定

二現允准銀行等俟本合同第八款所載未發行借款以前應辦各節實行後卽行分發此次借款之招帖並由大清政府飭知駐華盛頓或倫敦或柏林或巴黎出使大臣遇有應會同辦理之事件卽與銀行等協同酌辦並簽押此項借款招帖

第八款

一本合同簽押之日度支部卽交與銀行等

甲 奏定畫一銀本位幣制章程後卽簡稱曰整頓幣制章程

乙 幣制用款單其中載明辦理幣制各項所用此次借款數目

丙 東三省用款單其中載明擬辦何種實業並載明由此次借款撥與東三省該項用款

數目

二於簽押本合同之日須將上節所言幣制章程並兩用款單交與銀行等准予期限不逾六箇月籌畫一切一經銀行等知會度支部以該章程與兩用款單爲發售此項債票之基礎後務必從速將此項借款發行

三債票之價係按虛數每百以九十五交付大清政府銀行等卽在中國美洲歐洲一律招人承購倫大清政府亦願承購若干可先儘其認定惟須於借款招帖未發出之四天以前承認方可至分發招帖日期銀行等應於七日前預報度支部

四如大清政府急需款項爲興辦東三省各事之用可於簽押合同後交一單與銀行等載明在東三省擬辦何事並需款數目一經銀行等視爲合宜卽應允在美國與歐洲備款一百萬金鎊爲東三省之用聽候大清政府之便由度支部出單或全數提用或分次提用

五本款第二節所言經銀行等知會度支部卽應允未發售債票以前在美國及歐洲另備款一百萬鎊爲起首佈置整頓幣制之用聽候大清政府之便或用全數或用若干由度支部按以下第九款第五節所開出之單提用

六上開預支之款二百萬金鎊大清政府隨時或全用或用若干均按週年六釐起息自度支部由銀行等提用之日起算俟第一次債票發售後卽先將此款連應有之息一併交還或交還之期限除由度支部與銀行等另行商定外無論如何須於簽押本合同後十八箇月之內交還

第九款

一此項售票所得之款其淨數應存於美國紐約資本家或其所指定在中國之經理人現爲花旗銀行將來或另指定他銀行或倫敦之匯豐銀行或柏林之德華銀行或巴黎之東方匯理銀行或其在中國之各分行歸入大清政府整頓幣制存項與大清政府振興東三省事務存項兩帳至歸入各該帳數之多寡以上開第八款所載整頓幣制用款單與東三省用款單所定兩數之比例爲定撥入該帳之款其分批及分期均按照承購章程與交票價各日期辦理所撥入之款由銀行等收存聽候度支部提用

二大清政府欲照整頓幣制及東三省兩用款單所列數目匯寄款項來華可由度支部知照本款第一節所指之上海各分行匯寄每一禮拜內不得逾三十萬金鎊如該款不止由一家

銀行匯寄則其匯價須與各該銀行同於一日訂定匯到之款仍分存於上海之各該銀行俟辦理整頓幣制及東三省兩用款單所列各事之時提用

三銀行等應允歐美存款按週年三釐付息在中國暫存之款照上海銀行往來帳付息

四大清政府欲照整頓幣制及東三省兩用款單所列數目提用借款可由度支部知照銀行等將存放於中國之款撥交上海或北京之中國銀行或各銀行爲度支部所隨時指定爲辦理本合同所擬辦各事之機關銀行者收入整頓幣制及振興東三省事務兩項帳內

五此項撥款憑單以知照銀行等將存在中國之款撥交與所指定之上海或北京之中國銀行或各銀行須由度支部簽押須於撥款三天前在上海或在北京交與銀行等該單內須聲明該款爲何項支用其格式須在前第八款第一節所載之整頓幣制及東三省兩用款單內列定銀行等驗明憑單之格式無錯卽應將所提之款撥交與所指定之中國銀行或各銀行歸入整頓幣制及振興東三省事務兩項帳內不得耽延

六倫度支部照整頓幣制與東三省兩用款單需在外洋付用金款欲由歐美存款中撥付可出一撥款憑單卽上面第五節所載者於撥款前五天交與上海或北京之該銀行或該銀行

等驗明單式無錯則該銀行或該銀行等即應電致美國或歐洲之行照撥電費由度支部認還

七凡由歐美匯寄借款來華以及在中國由銀行等撥交款項與所指定之中國銀行或各銀行其數目須設法使各銀行相等倘不能使其均勻則度支部應與銀行等定一彼此以爲完美之匯撥款項辦法

第十款

大清政府並可自行斟酌將存於歐美售票所得之款在外洋由銀行等代付一千九百零一年九月七號所訂條約應付之款總共不得逾此項借款二百五十萬鎊之數在外洋付出金款若干該銀行等即在上海合成規銀數目收入幣制與東三省兩項帳內其兌價按前一月賠款匯價均平合算此項銀款即存放該銀行或銀行等候辦理幣制與東三省各事之時照第九款四五節辦法提用

第十一款

度支部因欲堅銀行等之信用並爲保護執票人之利益以表明此項借款確係爲本合同所

擬辦之事而用允准於支用此項借款辦理兩用款單內所列各事期內每滿中歷一季後三十天之內將以下所開之報告送與銀行等

甲 每季辦理幣制章程內所列各事支用各款之華英文報告

乙 每季東三省興辦擴充各事業支用各款之華英文報告

此項報告之格式應在幣制與東三省兩用款單內列定度支部於此項報告之外並將刻印與資政院或議院之年屆報告送與銀行等一本

第十二款

一此項借款常年利息應照票面之數百分之五計算由借款發售之日起算每半年一次將利息交付承受債票之人照本合同所附之清單數目辦理

二此項借款債票期限爲四十五年由發售債票之日起第十一年始還本按照本合同所附清單數目每半年一次付還款本

三度支部須於每半年在美國或歐洲還本付利之期前十二天按金數籌備足還該期本利之規銀或新國幣一俟此項國幣行有實效按其總數均分交於在上海美國資本家現所指定之花旗銀

行或將來另行指定之他銀行匯豐銀行德華銀行東方匯理銀行

四此項匯價由銀行等與度支部於交付規銀或新國幣之日商定惟度支部亦可於交還本利前六箇月之內任選一日或數日與銀行等預行商定匯價

五大清政府如有金款實在存於美洲或歐洲並非爲還此款而匯去者亦可於前十二天用以付還此借款到期之本利

六銀行等爲經理此借款付利還本各事按每年經手所付利還本之數度支部允給與銀行等每千分之二分半作爲經理費用

第十三款

一自立合同十五年後二十五年以內無論何時大清政府欲將欠款全數清還或照本合同所附清單應還數目外另還若干則此項清還之數每百分須加二分半即每百鎊債票須加付二鎊半惟立合同二十五年後則無須加價但每次擬另還若干須於六箇月前由大清政府知會銀行等以便於招帖載明拈鬮之日期多加號數

第十四款

倘此借款發出之債票或遺失或被竊或經焚燬資本家或銀行等隨即知會度支部以及大清國駐華盛頓或倫敦或柏林或巴黎出使大臣由各該大臣允准資本家及銀行或銀行等在報紙刊登告白聲明已失之票不能憑以取款並設法按各該國律例辦理倘所失之票已過銀行等所定之期限仍未覓回則大清國駐華盛頓或倫敦或柏林或巴黎出使大臣應照原數重發他票加蓋關防交與資本家及代表該票主之銀行或銀行等所有一切費用概由資本家及或銀行或銀行等代失票主擔任

第十五款

所有此項借款之債票息票以及收付各款於合同未滿期內不納大清國各項釐稅

第十六款

倘大清政府因辦理本合同所擬辦之事款項不敷欲續辦借款除在中國自籌外大清政府允先與銀行等商辦集借所需之款如與銀行等商辦不成則大清政府可另與他資本家商辦如大清政府欲請外國資本家與中國合辦東三省以此借款興辦之事或與其有關聯者應先請銀行等承辦

第十七款

倘於未發此次借款招帖以前遇有政治上或財政上意外之事震動美國英國德國法國市面以致大清政府債票之價值因之有礙銀行等以爲此項借款未能照本合同條款辦理大清政府准銀行等自前第八款第二節所言知照度支部之日起展緩六箇月設或屆時市面仍屬不佳銀行等可請大清政府續展公道期限如大清政府不允展期則此借款合同卽行作廢大清政府應照前第八款第六節所言將預支之款連其應有之息交還銀行等此外毫無他項酬費

第十八款

此項借款由美國資本家及匯豐銀行德華銀行東方匯理銀行均分承辦惟彼此均無互相擔任之責

第十九款

美國資本家或匯豐銀行或德華銀行或東方匯理銀行可將本合同應有之權利及責任全分或一分過割或託付美國他公司英國他公司德國他公司法國他公司或董事等或經理

人等接辦並有權可以再行過割或託付代辦惟此種過割託付接辦代辦均須先請大清政府核准

第二十款

本合同係宣統三年三月十七日即西歷一千九百十一年四月十五號度支部欽奉諭旨允准簽字並由外務部用正式公文照會美國英國德國法國駐北京大臣

第二十一款

本合同繕寫華英文各八分度支部執收四分資本家及銀行等各執一分如文義有疑難之處以英文爲準宣統三年三月十七日即西歷一千九百十一年四月十五號在北京簽字

**CURRENCY REFORM
AND INDUSTRIAL DEVELOPMENT LOAN
AGREEMENT.**

AGREEMENT made between the BOARD OF FINANCE, ACTING UNDER IMPERIAL EDICT ON BEHALF OF THE IMPERIAL CHINESE GOVERNMENT of the one part

AND

Messrs. J. P. Morgan & Co., Messrs. Kuhn, Loeb & Co., The First National Bank, and the National City Bank, all of New York, Constituting

THE AMERICAN GROUP,

THE HONGKONG & SHANGHAI BANKING CORPORATION,

THE DEUTSCH-ASIATISCHE BANK,

THE BANQUE DE L'INDO-CHINE,

hereinafter called the BANKS of the other part, WITNESSETH, as follows:—

WHEREAS The Imperial Chinese Government desiring to reform, and to render uniform its currency system in accordance with a Programme which has been prepared, and to undertake certain industrial enterprises in Manchuria, proposes to negotiate a Loan for these purposes and to evidence the same by the issue of Imperial Chinese Government Sinking Fund Gold Bonds, hereinafter called the BONDS, in an aggregate principal amount not exceeding TEN MILLION POUNDS STERLING (£10,000,000) in manner and form as hereinafter set forth; AND

WHEREAS the Preliminary Agreement providing for the negotiation of this Final Agreement for the Loan for the purposes above mentioned was duly signed by the Board of Finance with the American Group at Peking on the Twenty-fifth day of Ninth Moon of the Second Year of Hsuan T'ung, being the 27th day of October, 1910, Western Calendar, and was subsequently ratified by Imperial Edict; AND

WHEREAS the American Group being now associated with the Hongkong & Shanghai Banking Corporation, The Deutsch-Asiatische Bank and The Banque de L'Indo-Chine, the Imperial Chinese Government has consented that these Banks shall, with The American Group, participate in the issue of the Loan hereunder; THEREFORE it is agreed as follows;

Article. I.

The Preliminary Agreement hereinbefore mentioned shall be considered binding only as interpreted by this Agreement.

Article II.

The Imperial Chinese Government authorises the Banks to issue a Five Per cent Sinking Fund Gold Loan for an aggregate amount of TEN MILLION POUNDS STERLING. The Loan shall be of the date on which the Bonds are issued to the public, and shall be called THE IMPERIAL CHINESE GOVERNMENT FIVE PERCENT CURRENCY REFORM AND INDUSTRIAL DEVELOPMENT SINKING FUND GOLD LOAN OF 1911.

Article III.

The proceeds of the Loan shall be used and applied as hereinafter determined, for the following purposes:—

(a) To provide funds for the Reform of, and to render uniform, the Imperial Chinese Currency System.

(b) To provide funds for the promotion and extension of Industrial Enterprises in the Three Manchurian Provinces.

Article IV.

This Loan shall constitute a direct liability and obligation of the Imperial Chinese Government, which hereby pledges its good faith and credit for the punctual payment of the principal and interest of the Loan and for the performance of all the undertakings on its part herein assumed.

Article V.

All advances made under the terms of Sections 4, 5, and 6 of ARTICLE VIII hereunder and the payments of interest and the repayment of principal of this Loan, and all other amounts required for, or incident to, the service of the Loan, shall be and hereby are made a first charge on the following revenues:—

(a) Duties on Tobacco and Spirits in the Three Manchurian Provinces, amounting to One Million Kuping Taels (K. P. Tls. 1, 000,000) per Annum.

(b) Production Tax in the Three Manchurian Provinces, amounting to Seven Hundred Thousand Kuping Taels (K. P. Tls. 700,000,) per annum.

(c) Consumption Tax in the Three Manchurian Provinces, amounting to Eight Hundred Thousand Kuping Taels (K. P. Tls. 800,000) per annum.

(d) Newly added Surtax upon Salt of all the Provinces of China (authorised by Imperial Edict in the Fifth Moon of

the Thirty-fourth Year of His Imperial Majesty Kuang Hsu), amounting to Two Million Five Hundred Thousand Kuping Taels (K. P. Tls. 2, 500,000) per annum.

The revenues above pledged amount to Five Million Kuping Taels (K. P. Tls. 5, 000,000) Per annum.

2. The above Provincial Revenues are hereby declared to be free from all other Loans, Liens, Charges or Mortgages.

3. Should the above mentioned revenues be insufficient to meet the payments of interest and repayments of principal and all other charges on due dates, the Imperial Chinese Government will, first from Manchurian and then, if necessary, from other sources, supply the balance required to meet such payments.

4. So long as the principal and interest of this Loan and all other charges are regularly paid there shall be no interference with the revenues herein pledged, but if principal and/or interest be in default at due date, then, after a reasonable period of grace, the revenues above pledged, or such part thereof as may be sufficient to provide and pay the amounts stated shall forthwith be transferred to, and shall be administered by The Imperial Maritime Customs for the account and in the interest of the Bondholders.

5. So long as this Loan shall remain unredeemed it shall have priority, both as regards principal and interest, by way of a lien or charge upon the above revenues over all future loans, charges or mortgages which may be charged on the aforesaid revenues. No loan, mortgage or other charge shall be raised or created which shall take precedence of, or be on an equality with, this Loan, or which shall in any manner

lessen or impair its security charged upon the aforesaid revenues; and any future Loan, charge or mortgage charged on the said Provincial Revenues, shall be made subject to this Loan, and it shall be so expressed in every Agreement for every such future Loan, charge or mortgage.

6. In the event of the Imperial Chinese Government during the currency of this Loan, entering upon definite arrangements for the revision of the Customs tariff, accompanied by stipulations for the decrease or abolition of likin, it is hereby agreed on the one hand that such revision shall not be barred by the fact that this Loan is secured by the above named revenues, and on the other hand that the revenues required to provide the security of this Loan shall neither be abolished nor decreased, except by previous arrangement with the Banks and then only in so far as an equivalent satisfactory to the Banks is substituted therefore in the shape of a first lien or charge upon other revenues consequent upon such revision.

Article VI.

The Banks are authorised to issue to the subscribers to the Loan, Gold Bonds for the total amount of the Loan for such amounts as shall be determined by the Banks. The form and language of the Bonds shall be settled by the Banks in consultation with the Board of Finance or the Imperial Chinese Ministers in Washington, London, Berlin or Paris.

2. The Bonds shall be printed and/or engraved and shall bear the facsimile of the signature of the President of the Imperial Chinese Board of Finance, and of his seal of office, in order to dispense with the necessity of his signing them

all in person, and the Imperial Chinese Minister in Washington and/or London and/or Berlin, and/or Paris at the option of the Banks, shall, previous to the issue of the Bonds, put his seal upon each bond, with a facsimile of his signature as a proof that the issue and sale of the Bonds are duly authorised by, and binding upon, the Imperial Chinese Government.

3. The Representatives of the Banks in New York, London, Berlin and Paris, as the case may be, shall countersign the Bonds as Agents for the issue of the Loan.

Article VII.

All details necessary for the Prospectus of the Loan and connected with the payment of interest and repayment of principal of the Loan, and with the withdrawing of Bonds for redemption, not herein explicitly provided for, shall be left to the arrangement of the Banks in consultation with the Imperial Chinese Ministers in Washington, London, Berlin and Paris.

2. The Banks are hereby authorised to issue the Prospectus of the Loan as soon as possible after the fulfillment of the conditions in ARTICLE VIII hereunder made precedent to the issue of the Loan, and the Imperial Chinese Government will instruct the Imperial Chinese Ministers in Washington, London, Berlin and Paris to co-operate with the Banks in any matters requiring conjoint action, and to sign the Prospectus of the Loan,

Article VIII.

On the date of the signature of this Agreement the Board of Finance shall hand to the Banks:—

(a) "THE REGULATIONS FOR THE UNIFICATION OF THE CURRENCY ON A SILVER BASIS," authorised by the Imperial Edict, hereinafter called The programme of Currency Reform.

(b) A statement showing in what amounts the proceeds of the Loan are to be applied to the various expenditures incident to the operation of the said Programme.

(c) A Statement specifying the nature of the proposed enterprises in Manchuria and showing in what amounts the allotted portion of the proceeds of this Loan is to be applied thereto.

2. The Programme and the Two Statements above referred to shall be handed to the Banks on the date of the signature of this Agreement, The Banks shall be given a period not exceeding six months from the said date for the consideration and planning of all matters involved and they shall issue this Loan to the public as soon as possible after they shall have notified the Board of Finance that they will make the said Programme and Statements the basis for the issue of Bonds hereunder.

3. The price of the Bonds to the Imperial Chinese Government shall be Ninety five per cent (95 %) of their nominal value. Subscriptions will be invited by the Banks in China, the United States and Europe on equal conditions, preference being given to the application of the Imperial Chinese Government provided such application be made to the Banks not less than four days before the issue of the Prospectus to the public. Seven days notice of the issue of the Prospectus will be given by the Banks to the Board of Finance.

4. In the event of the Imperial Chinese Government requiring funds immediately for the commencement of any of the undertakings contemplated for Manchuria the Banks agree upon the execution of this Agreement and so soon as they shall have been furnished with a Statement satisfactory to themselves of the nature of such undertaking or undertakings and the amounts to be applied thereto, to hold in America and Europe at the disposal of the Imperial Chinese Government the sum of One Million Pounds Sterling (£1,000,000), and to advance the same, or such portion thereof as may be required, against the order of the Board of Finance.

5. The Banks further engage that so soon as they shall have handed to the Board of Finance the notification referred to in Section 2 of this Article, and prior to the issue of this loan to the public, to hold in America and Europe at the disposal of the Imperial Chinese Government a further sum of One Million Pounds Sterling (£1, 000,000), which amount, or such portion thereof as may be required, may be withdrawn for preliminary expenses in connection with Currency Reform by orders of the Board of Finance as provided by Section 5 of Article IX hereunder.

6. The above advances to the aggregate of Two Million Pounds Sterling (£2, 000,000) or such portion or portions thereof as may, from time to time, have been availed of by the Imperial Chinese Government, shall bear interest at the rate of Six per cent (6%) Per Annum from the date on which such several sums may have been withdrawn by the Board of Finance from the Banks, and these advances shall be repaid to the Banks, with accrued interest from the first proceeds of

this Loan when issued, or in any case within eighteen months from the signature of this Agreement unless otherwise mutually arranged between the Board of Finance and the Banks.

Article IX.

The net proceeds of the Loan shall be placed to the credit of accounts to be designated respectively as "THE CHINESE GOVERNMENT CURRENCY REFORM ACCOUNT" and "THE CHINESE GOVERNMENT MANCHURIAN DEVELOPMENT ACCOUNT" with the American Group in New York or such Bank or Banks in China as from time to time shall be designated by the American Group, the International Banking Corporation being now so designated; and with the Hongkong & Shanghai Banking Corporation, The Deutsch-Asiatische Bank and The Banque de L'Indo-Chine, in China, London, Berlin or Paris, as the case may be. Payments of the Loan proceeds into the credit of these accounts shall be made in the proportions fixed respectively by the Statement of Expenditures for Currency Reform and the Statement of Manchurian Expenditures provided for in ARTICLE VIII, Section 1, above, in instalments and on dates conforming to the conditions allowed to the subscribers to the Loan, and the sums so credited shall be held by the Banks above named subject to the order of the Board of Finance.

2. Transfers of Loan Funds to China in amounts conforming to the Imperial Chinese Government's requirements as specified in the Statements of Currency Reform and Manchurian Expenditures respectively, but not exceeding a

maximum of Three Hundred Thousand Pounds Sterling (£300,000) transferred in any one week, will be made through the Shanghai Branches of the several Banks named in Section 1 of this Article by the Board of Finance:— and if such transfer be made through more than one of the several Banks, exchange therefore shall be settled with the transferring Banks on the same day. Funds so transferred shall be held by the transferring Banks in Shanghai until required to be withdrawn for the Proposes specified in the Statements of the Currency Reform and Manchurian Expenditures, respectively.

3. The Banks agree to pay interest upon the funds held by them in America and Europe at the rate of three per cent per annum and upon the funds temporarily held by them in China at the Banks' rates in Shanghai for current accounts.

4. The Board of Finance shall, in accordance with the Imperial Chinese Government's requirements, as specified in the Statements of Currency Reform and Manchurian Expenditures, respectively, make transfers from the Loan Funds held by the Banks in China, to the credit of a "CURRENCY REFORM ACCOUNT" and/or a "MANCHURIAN DEVELOPMENT ACCOUNT" with the Shanghai and/or Peking Branches of such Chinese Bank or Banks as the Board of Finance may, from time to time, designate to be its Agent or Agents for financing the operations contemplated under this Agreement.

5. Orders on the Banks for such transfers of Loan Funds held by the Banks in China to the Shanghai and/or Peking Branches of the designated Chinese Bank or Banks, shall be signed by the Board of Finance and shall be handed to the

Banks in Shanghai or Peking three days before the transfers are to be made. Such orders shall be of a form to be stipulated in the Statement of Expenditures for Currency Reform and/or the Statement of Manchurian Expenditures referred to in Article VIII, section 1 above, and shall specify to what item of items of such expenditures the transferred funds are to be applied. Such orders being found correct the Banks shall not be entitled to delay the transfer desired and the sum requisitioned shall be immediately transferred to the credit of the "CURRENCY REFORM ACCOUNT" And/or the "MANCHURIAN DEVELOPMENT ACCOUNT" with the designated Chinese Bank or Banks.

6. In case the Board of Finance should desire to withdraw or transfer funds held by the Banks in America or Europe to make gold payments abroad for expenditures contemplated under the Statement of Expenditures for Currency Reform and/or the Statement of Manchurian Expenditures, orders of the form specified in Section 5 above shall be handed to the Bank or Banks concerned in Shanghai or Peking five days before such payments or transfers are to be made and the orders being found correct the Bank or Banks concerned shall at the expense of the Board of Finance, by telegraph advise the Bank or Banks concerned in America or Europe, as the case may be, to make the payments or transfers thus requisitioned.

7. Transfers of loan funds from the Banks in America and Europe to China, and transfers from the Banks in China to the designated Chinese Bank or Banks shall be made as nearly as possible in equal amounts. In the event of equal

transfers being found to be impracticable, however, a mutually satisfactory procedure for making the transfers above referred to shall be arranged by the Board of Finance with the Banks,

Article X.

THE Imperial Chinese Government may at its discretion, instruct the Banks to make on its behalf payments in gold abroad from the proceeds of this Loan held by them in America and Europe, up to an amount not exceeding Two Million Five Hundred Thousand Pounds Sterling (£ 2, 500,000) to meet its obligations due under the terms of the Protocol of September 7th, 1901. These disbursements in gold abroad shall be made upon the payment in Shanghai to the credit of the "CHINESE GOVERNMENT CURRENCY REFORM ACCOUNT" and/or the "CHINESE GOVERNMENT MANCHURIAN DEVELOPMENT ACCOUNT" with the Bank or Banks concerned, of funds in Shanghai sycee equivalent, at the average Indemnity rate of exchange of the preceding month, to the amounts in gold so released. Funds so credited shall be held by the Bank or Banks concerned in Shanghai until withdrawn for the purposes specified in the Statements of Currency Reform and Manchurian Expenditures respectively, as provided in Sections 4 and 5 of Article IX above.

Article XI.

Desiring to assure the Banks, in the interests of the Bondholders, that the Loan Funds are being expended for the purposes contemplated under this Agreement, the Board of Finance engages, until such time as the proceeds of the Loan shall have been expended in accordance with the

Statements of Currency Reform and Manchurian Expenditures, to hand to the Banks not later than thirty days after the expiration of each quarterly period Chinese Calendar:—

(a) A Quarterly Report in Chinese and English showing the disbursements incident to the inauguration and operation of the Imperial Chinese Government's Programme of Currency Reform.

(b) A Quarterly Report in Chinese and English showing the disbursements for the promotion² and extension of Manchurian Industry.

Such Quarterly Reports shall be of a form to be specified in the Statements of Currency Reform and Manchurian Expenditures.

In addition to such Quarterly Reports the Board of Finance will also hand to the Banks a copy of the Annual Report which is to be published for the information of the Imperial National Assembly or the Imperial Chinese Parliament.

Article XII.

The rate of interest for the Loan shall be Five per cent (5%) Per Annum on the nominal principal and shall be paid to the Bondholders half yearly as calculated from the date on which the loan is issued to the public and according to the amounts specified in the Schedule attached to this Agreement.

2. The term of this Loan and of the Bonds evidencing the same shall be forty-five years. Repayment of principal shall commence with the eleventh year after the date of the Loan and shall be² made by yearly amortization in half yearly

payments according to the amounts specified in the Schedule attached to this Agreement.

3. The Board of Finance shall, twelve days before their due dates, hand to the Bank or Banks designated from time to time by the American Group, the International Banking Corporation being now so designated, and to the Hongkong & Shanghai Banking Corporation, The Deutsch-Asiatische Bank and The Banque de L'Indo-Chine in Shanghai, in equal shares, funds in Shanghai sycee and/or coin of the National Currency (so soon as the said currency shall have been effectively established) sufficient to meet each such half yearly payment of principal and/or interest in Gold, in America or Europe.

4. The rate of exchange for such transactions shall be settled simultaneously with the Banks aforementioned by the Board of Finance either on the day on which such payments in Shanghai sycee and/or coin of the National Currency are to be made or, at the option of the Board of Finance, on any date or dates within six months previous to any due date for the payment of interest or the repayment of principal.

5. Payments may be made in Gold twelve days before their due dates to the Banks in the United States of America or Europe if the Imperial Chinese Government should happen to have Gold Funds bona fide at its disposal in the United States of America or in Europe, not remitted from China for the purpose, and desire so to use them.

6. In reimbursement of expenses connected with the payment of interest and the repayment of principal of this Loan the Banks shall receive a commission of one quarter of one per cent on the Annual Loan Service.

Article XIII.

If at any time after the lapse of fifteen years from the date of the Loan the Government should desire to redeem the whole outstanding amount of the Loan or any part of it not yet due for the payment in accordance with the Schedule of repayments hereto attached, it may do so up to the end of the twenty-fifth year by payment of a premium of Two and one-half per cent on the face value of the bonds (that is to say, by the payment of £ 102 10s for each £ 100 Bond) and after the lapse of twenty five years without premium, but in each and every case of such extra redemption the Government will give six months previous notice in writing to the Banks and such redemption shall be effected by additional drawings of Bonds to take place on the date of an ordinary drawing as provided in the Prospectus of the Loan.

Article XIV.

In the event of any bond or bonds issued for this Loan being lost, stolen or destroyed, the Group and/or Bank or Banks concerned may notify the Board of Finance and the Imperial Chinese Ministers in Washington London, Berlin or Paris, as the case may be, who shall authorise the Group and/or Bank or Banks concerned to insert an advertisement in the public newspapers stating that payment of such bond or bonds has been stopped; and to take such other steps as may appear advisable or necessary according to the laws or customs of the country concerned. Should any bond or bonds be destroyed, or should such lost or stolen bond or bonds not be recovered after a lapse of time to be fixed by the Banks the Imperial Chinese Ministers in Washington, London, Berlin

or Paris, as the case may be, shall seal and execute a duplicate bond or duplicate bonds for a like amount and deliver the same to the Group and/or Bank or Banks representing the owner or owners of such lost, stolen or destroyed bond or bonds, which Group and/or Bank or Banks shall pay all expenses in connection with such delivery and execution of such duplicate bond or bonds for the account of the owner or owners of such bond or bonds.

Article XV.

All bonds and coupons and payments made and received in connection with the service of this Loan shall be exempt from all Chinese Taxes and imposts of any and every description during the currency of this Loan.

Article XVI.

If the Imperial Chinese Government should desire to obtain from other than Chinese sources, funds in addition to the proceeds derived from this Loan, to continue or complete the operations contemplated under this Agreement, the Imperial Chinese Government shall first invite the Banks to undertake a loan to provide the funds required, but should the Imperial Chinese Government fail to agree with the Banks as to the terms of such supplementary loan then other financial Groups may be invited to undertake the same; and should the Imperial Chinese Government decide to invite foreign capitalists to participate with Chinese interests in Manchurian business contemplated under this Loan, or to be undertaken in connection therewith, the Banks shall first be invited to so participate.

Article XVII.

If, before the publication of the Prospectus for the issue of this Loan any political or financial crisis should occur affecting the American, British, German and/or French markets and the prices of Chinese Government securities in such manner or to such a degree as in the opinion of the Banks will render impossible the successful flotation and issue of this Loan on the terms herein named, the Banks shall be granted a period of six months from the date on which they shall have handed to the Board of Finance the notification referred to in Section 2 Article VIII above, within which to issue the Loan to the public. If, at the expiration of this period the markets are still unfavourable then the Banks shall be entitled to ask the Imperial Chinese Government for a reasonable extension of time within which to carry out this contract. If the Imperial Chinese Government should refuse to grant the extension of time requested this contract shall become null and void, subject always to the repayment of advances as provided in Section, 6 Article VIII ABOVE, and the Imperial Chinese Government shall be liable for no other claims whatsoever.

Article XVIII.

The American Group, The Hongkong & Shanghai Banking Corporation, The Deutsch-Asiatische Bank and The Banque de L'Indo-Chine shall take the Loan in equal shares and without responsibility for each other.

Article XIX.

The American Group, The Hongkong & Shanghai Banking Corporation, The Deutsch-Asiatische Bank and The

Banque de L'Indo-Chine may, subject to all their obligations under this Agreement, transfer or delegate all or any of their rights, powers and discretions thereunder to any American, British, German or French Company, Directors, or Agents, with power of further transfer and subdelegation; such transfer, sub-transfer delegation or sub-delegation to be subject to the approval of the Imperial Chinese Government.

Article XX.

This Agreement is signed by the Board of Finance under the authority of an Imperial Edict dated the seventeenth day of the third moon of the Third Year of His Imperial Majesty Hsuan T'ung, corresponding to the fifteenth day of April, 1911, Western Calendar, which will be officially communicated to the Ministers of the United States of America, Great Britain, Germany and France in Peking by the Wai Wu Pu,

Article XXI.

Eight sets of this Agreement are executed in English and Chinese four sets to be retained by the Imperial Chinese Government and one set by each Group and/or Bank. In the event of any doubt arising regarding the interpretation of this contract the English text shall rule.

Signed at Peking this seventeenth day of the third moon of the Third Year of His Imperial Majesty Hsuan T'ung being the fifteenth day of April, One Thousand Nine Hundred and Eleven, Western Calendar.



Schedule of interest and amortization of the Imperial Chinese Government
5% Sinking Fund Currency Reform And Industrial Development Loan
of 1911 for £10,000,000

Total annual payment for interest and amortization £610,717 2s.

Years	Half - yearly Payments of interest	Total yearly Payments of interest	Half - yearly Payments of Capital.	Total yearly Payments of Capital.	Total annual Payments	Principal outstanding
1	£ 250,000					
2	" 250,000	£ 500,000	£ mil.	£ mil.	£ 500,000	£ 10,000,000
3	" 250,000	500,000	"	"	500,000	10,000,000
4	" 250,000	500,000	"	"	500,000	10,000,000
5	" 250,000	500,000	"	"	500,000	10,000,000
6	" 250,000	500,000	"	"	500,000	10,000,000
7	" 250,000	500,000	"	"	500,000	10,000,000
8	" 250,000	500,000	"	"	500,000	10,000,000
9	" 250,000	500,000	"	"	500,000	10,000,000
10	" 250,000	500,000	"	"	500,000	10,000,000
11	" 250,000	500,000	"	"	500,000	10,000,000
12	" 247,232.6/5	500,000	55,358.11/-	110,717.2/-	610,717.2/-	9,889,282.18/-
13	" 244,325.15/-	494,464.12/10	58,126.9/7	116,252.19/2	"	9,773,029.18/10
14	" 241,274.2/2	488,651.10/-	61,032.16/-	122,065.12/-	"	9,650,964.6/10
15	" 238,069.17/9	482,548.4/4	64,084.8/10	128,168.17/8	"	9,522,795.9/2
16	" 234,705.9/1	476,139.15/6	67,288.13/3	134,577.6/6	"	9,388,218.2/8
17	" 231,172.16/-	469,410.18/2	70,653.1/11	141,306.3/10	"	9,246,911.18/10
18	" 227,463.10/2	462,345.12/-	74,185.15/-	148,371.10/-	"	9,098,540.8/10
19	" 223,568.15/2	454,927. /4	77,995.-/10	155,790.1/8	"	8,942,750.7/2
20	" 219,479.5/4	447,137.10/4	81,789.15/10	163,579.11/8	"	8,779,170.15/6
21	" 215,185.6/1	438,958.10/8	85,879.5/8	171,758.11/4	"	8,607,412.4/2
22	" 210,676.12/10	430,370.12/2	90,173.4/11	180,346.9/10	"	8,427,065.14/4
23	" 205,942.11/-	421,353.5/8	94,681.18/2	189,363.16/4	"	8,237,701.18/-
24	" 200,971.15/-	411,885.2/-	99,416. /-	198,832.-/-	"	8,038,869.18/-
25	" 195,752.8/2	401,943.10/-	104,366.16/-	208,773.12/-	"	7,830,096.6/-
26	" 190,272.2/-	391,504.16/4	109,636.2/10	219,212.5/8	"	7,610,884.-/4
27	" 184,517.15/7	380,544.4/-	115,086.9/-	230,172.18/-	"	7,380,711.2/4
28	" 178,475.14/9	369,035.11/2	120,840.15/5	241,681.10/10	"	7,139,029.11/6
29	" 172,131.12/-	356,951.9/6	126,882.16/3	253,765.12/6	"	6,885,263.19/-
30	" 165,470.5/-	344,263.4/-	133,226.19/-	266,45.18/-	"	6,618,810.1/-
31	" 158,475.16/8	330,940.10/-	139,888.6/-	279,776.12/-	"	6,339,033.9/-
32	" 151,131.14/-	316,951.13/4	146,882.14/4	293,765.8/8	"	6,045,268.-/4
33	" 143,420.7/1	302,263.8/-	154,926.17/-	308,453.14/-	"	5,736,814.6/4
34	" 135,323.9/-	286,840.14/2	161,938.3/11	323,876.7/10	"	5,412,937.18/6
35	" 126,821.13/10	270,646.18/-	170,035.2/-	340,070.4/-	"	5,072,867.14/6
36	" 117,894.17/-	253,643.7/8	178,536.17/2	357,073.14/4	"	4,715,794.-/2
37	" 108,521.13/3	235,789.14/-	187,463.14/-	374,927.8/-	"	4,340,866.12/2
38	" 98,679.16/5	217,043.6/6	196,836.17/9	393,673.15/6	"	3,947,192.16/8
39	" 88,345.17/8	197,359.12/10	206,678.14/7	413,357.9/2	"	3,533,835.7/6
40	" 77,495.5/-	176,691.15/4	217,012.13/4	434,025.6/8	"	3,099,810.-/10
41	" 66,102.1/9	154,990.10/-	227,863.6/-	455,726.12/-	"	2,644,083.8/10
42	" 54,139.5/4	132,204.3/6	239,256.9/3	478,512.18/6	"	2,165,570.10/4
43	" 41,578.6/-	108,278.10/8	251,219.5/8	502,438.11/4	"	1,663,131.19/-
44	" 28,389.5/10	83,156.12/-	263,780.5/-	527,560.10/-	"	1,135,571.9/-
45	" 14,542.1/8	56,778.11/8	276,969.5/2	553,938.10/4	"	581,631.18/8
	"	26,084.3/4	"	581,632.18/8	"	
	Total	£16,375,098.10/-		£10,000,000.-/-	£26,375,098.10/-	

瑞記第一次借款合同

西歷一千九百十二年清政府六厘金款合同

宣統三年十二月十一日即西歷一千九百十二年正月二十九日奧國史高德廠之駐華代表瑞記洋行(以後名爲公司)與中國政府授權委託之度支部大臣紹英按照資政院議決之案訂此合同爲維持北京市面之用公司因在中國營業多年素來感情甚好今爲增厚友道之誼情願借與英金三十萬鎊以期維持該處市面其辦法如下

一該公司須於合同簽押後七日內交與度支部英金十五萬鎊十四日內再交英金十五萬鎊共成借款英金三十萬鎊之數如逾期不能交付此合同即應作廢

二度支部須奏請諭旨允准辦理並須將諭旨鈔附此合同

三度支部既經資政院議決准借洋款等於英金七十五萬鎊此項借款英金三十萬鎊即作爲前項之一部分所有議決之案須鈔附此合同

四度支部須將所奉諭旨及資政院議決案咨由外務部正式知照駐京奧國公使

五此借款按九五扣交納即每百鎊交英金九十五鎊

六此借款英金三十萬鎊度支部應照第十三條所指之地方交付公司週年利息六厘每半

年付一次以每年西歷六月三十日及十二月三十一日爲付息之期西歷一千九百二十二年六月三十日爲第一次付息之期其息銀由借款交清之日起算

七此借款之本英金三十萬鎊應自西歷一千九百二十二年正月一日起分五年還清按照下開之法辦理第一年毋庸籌還第二年還英金十二萬鎊第三第四第五年各還英金六萬鎊共成三十萬鎊其攤還之法即照此合同附載之第一件辦理

八此借款之本利中國政府須按期實足交付並聲明關於此借款本利等項均免去一切中國捐稅

九此借款之本利以北京崇文門稅每年約收八十萬兩一項作擔保品倘此項稅入全數不敷應還本利之數度支部先將公司認可之別項收入作擔保品此擔保品須聲明未作他借款之支出或抵押此擔保品足敷攤還本利之數應交於駐京奧國公使惟本利能如期照約交付則該公使不得預此擔保品倘或本或利或其一分不能到期交付可以展緩公道時日再不能交到商明中國政府由該公使舉出第三人將此擔保品經理至本利還清爲止如嗣後有將此次擔保品抵作他項抵押或轉當者須聲明此次借款應儘先償還

十此次借款英金三十萬鎊係專爲維持北京市面之需不得作爲別用

十一此借款債票及所附息票之分配數目彼此商定其式樣即照此合同附載之第二件

十二此項債票每年抽還一次（除第一年照上開外）至攤還表所定每年應還之數爲止其抽還之票於抽還之日即停其利息

十三抽出應還之債票及所有息票均在英京倫敦支付

十四每屆債票抽還之期及應付利息之日度支部須於先期十四天將應抽還債票之數及

其利息與其他到期應給之利息一併全數匯交以便支付

十五此合同由度支大臣簽押並蓋用度支部印

十六此合同繕漢英文四分各執二分如有疑義以英文爲準此合同四分度支部及公司均在

北京簽押並蓋度支部印以昭信據

附件 第一件係攤還借款辦法
第二件係債票式樣

奧國史高德代表瑞記洋行

見証人

債款合同彙編

度支大臣紹英

瑞記第二次借款合同

西歷一千九百十二年清政府六厘金款合同

宣統三年十二月十一日即西歷一千九百十二年正月二十九日奧國銀行公司之駐華代表瑞記洋行(以後名爲公司)與中國政府授權委託之度支部大臣紹英按照資政院議決之案訂此合同爲維持北京市面之用公司因在中國營業多年素來感情甚好今爲增厚友道之誼情願借與英金四十五萬鎊以期維持該處市面其辦法如下

一公司允於此合同签订後六星期之內將英金四十五萬鎊交付度支部倘公司不能如期交款則此合同作廢

二度支部須奏請諭旨允准辦理並須將諭旨鈔附此合同

三度支部既經資政院議決准借洋款等於英金七十五萬鎊此次借款英金四十五萬鎊即作爲七十五萬鎊之一部分所有議決之案須鈔附此合同

四度支部須將所奉諭旨及資政院議決案咨由外務部正式知照駐京公使

五此借款按九五扣交納即百鎊交英金九十五鎊

六此借款英金四十五萬鎊度支部應照第十三條所指之地方交付公司週年利息六厘每

半年付一次以每年西曆六月三十日及十二月三十一日爲付息之期西曆一千九百十二年六月三十日爲第一次付息之期其息銀由借款交清之日起算

七此借款之本英金四十五萬鎊應自西曆一千九百十二年正月一日起分十年還清按照下開之法辦理第一年第二年及第三年毋庸籌還第四年還英金九萬鎊第五年至第十年每年各還英金六萬鎊共成四十五萬鎊其攤還之法即照此合同附載之第一件辦理中國政府有權可於期限之內隨時將本息全數還清

八此借款之本利中國政府須按期實足交付並聲明關於此借款本利等項均免去一切中國捐稅

九此借款本息即由北京崇文門稅每年進款項下支付倘此項稅收不敷支付此款四十五萬鎊本息中國政府應將公司認可之別項擔保品補其不足上開崇文門擔保品有應聲明爲別合同關涉之事如下(一)一千九百零五年中國戶部與匯豐銀行所借英金一百萬鎊曾將此項稅款擔保本利尙欠英金十六萬五千鎊未交應於一千九百十五年前歸還(二)一千九百十二年正月二十九日中國度支大臣紹英與奧國使高德廠訂借三十

萬鎊曾將此項稅款擔保本息應於一千九百十六年十二月三十一日以前歸楚兩方訂明以後如中國政府欲再向奧國銀行家借款仍可將此項崇文門稅款作保此上開之崇文關稅項擔保品足敷攤還本利之數應交於駐京奧國公使惟本利能如期照約交付則該公使不得干預此担保品倫或本或利或其一分不能到期交付可以展緩公道時日再不能交即商明中國政府由該公使舉出第三人將此担保品經理至本利還清為止如嗣後有將此次担保品抵作他項抵押或轉當者須聲明此次借款應儘先償還

十此次借款英金四十五萬鎊係專為維持北京市面之需不得作為別用

十一此借款債票及所附息票之分配數目彼此商定其式樣即照此合同附載之第二件

十二此借債款票每年十一月十五日抽還一次(除照上開第一第二第三年外)至照攤還表所定每年應還之數為止其籌還之票於籌還之日即停其利息

十三抽出應還之債票及所有息票均在英京倫敦支付

十四每屆債票抽還之期及應付利息之日度支部須於先期十四天將應抽還債票之數及其利息與其他到期應給之利息一併全數匯交以便支付

十五此合同由度支部大臣簽押並盖用度支部印

十六此合同繕漢英文四份各執二分如有疑義以英文爲準此合同四份度支部及公司均在

北京簽押並盖度支部印以昭信據

附件第一件係攤還借款辦法
第二件係債票式樣

奧國銀行公司代表瑞記洋行

度 支 大 臣 紹 英

見證人寶德路

華比
借
款
合
同

西曆一千九百二十二年中政府五釐金鎊借款合同

本合同照一千九百二十二年二月二十號大總統袁世凱任命度支部副首領周自齊與華比銀行在北京所訂之草合同於西曆一千九百二十二年三月十四號即中華民國元年三月十四日在北京訂立一方面爲中華民國臨時政府以度支部所派陸宗輿爲代表稟承大總統孫文袁世凱之意見行事此合同經兩大總統核准現今與將來之中國政府均負責任須得國會之可決一方面爲華比銀行（以下單稱銀行）代表國際財政機關者所訂條文如左

第一條 借款之名稱及額數 中國政府欲向外國資本案約借金鎊一百萬約佛郎二千五百萬本銀行願將此數預交中國政府此借款以本合同簽字之日爲名稱即名爲一千九百二十二年中國政府五釐息金鎊借款

第二條 用度 此借款之用度爲統一中央與地方政府組織國家與直省之完善行政機關及拯濟人民與商界之困苦所必需之經費

第三條 擔保 中國中央政府對此項借款有直接償還義務須自行維持其忠心與信用擔保本借款本息之如期償還實行本政府所認定一切行爲

第四條 抵押品 中國政府以中國財政債券一百萬鎊約二千五百萬佛郎交與本銀行
每次計一萬鎊

此項財政債券以國家之通常歲入爲擔保借款本息以京張鐵路之淨利及財產爲首先
抵押

擔保債券之歲入每年以銀八十萬兩爲度即宣布此數與他項借款抵押物或保證品不
得混雜

指爲抵押品之歲入債權者不得干涉如本息到期不還過一定時日後本政府不得阻止
本銀行之干涉以爲保護本銀行利益之必要

第五條 利息借款息率週年五釐照所借全數計算利息每半年一付自本合同簽押之日
算起從此日起每半年爲一期到期前十四日須將息款交付

第六條 折扣 本銀行收取上文所言中國財政債券照票面定價扣百分之三即九七扣
(百分之九十七)債券由大總統與財政總長簽押

第七條 債券交換公債票 如本銀行願意可將財政債券交換中國政府財政公債票其

數目聽銀行之便

第八條 公債票之簽押 公債票或刷印或雕刻高級官吏簽名蓋章皆由中國財政行政機關經理如本銀行以爲必要則由北京中國公使或他處官員蓋印簽字以證明公債票之發行與售賣均正式許准而中國政府擔負責任

第九條 費用 設此種公債票兌換財政債券所有關係發行之一切費用均歸本銀行擔任

第十條 借款之期限 借款之期以本合同簽押後一年爲止此期限既過中國政府將財政債券或公債票照其票面定價贖回

第十一條 免稅 關係本借款之債票及還款中國均不抽稅

第十二條 債票遺失 如公債票遺失被竊或燬滅本銀行與中國政府之代表應照中國政府與外國諸銀行從前所訂合同之條款用通常辦法妥保兩方面之利益

第十三條 償還 本合同簽押後十五日除百分之三折扣外借款全數應由本銀行在比國京城或倫敦或巴黎匯交本政府借款交與中國應由本銀行或本銀行所指定之他銀

行經理匯兌之價照與本政府所議定之公平價目爲準

第十四條 贖回 本政府將來從歐洲借款內提出款項償還本債之本息設本政府欲於期限未滿之前償還本債其息仍須照一年計算

如將來由本銀行經手發行公債（用以贖回債券或公債票）本債券或公債票可照票面定價作九八五扣（即百分之九十五半）贖回不必照票面之全價

債券或公債票及其利息贖還之後本合同即行取消惟本合同第十五條仍繼續有效本政府仍負責任

設本政府欲從中國政府所有經費內提出款項償還本債款之本息可用紋銀（幣制規定後即用全國通行之國幣）於每次還期十四日前在上海交付本銀行紋銀（或國幣）之數須足以抵在歐洲兌換每次償還金之數由訂約銀行或所指定之他銀行經理以與本政府所議定之公平價目爲準

第十五條 優先權 本政府因本銀行照本合同以財力協助本政府之故願以借債之優先權予本銀行其總數以本銀行出借至一千萬鎊之多爲限惟本銀行所擬之借款條件

必須與他機關所擬者利益相等此一千萬鎊之數至少有五百萬鎊於本合同簽押之日後十二箇月內向本銀行籌借惟以市面於中國政府有利益爲斷

中國政府將來借債可請本銀行承辦惟所擬條件必須比他機關所定者較爲有益於中國政府

第十六條 通知駐華公使 本合同由

簽押因本銀行之敦請比英法三國駐北

京公使由外務部將本合同正式通告

第十七條 本合同之分數 本合同共繕華英文各六分三分由中國政府保存三分由本

銀行保存解釋本合同時如有疑義以英文本爲準

一千九百十二年三月十四號即中華民國元年三月十四日兩造簽押

華比銀行

陸宗輿

羅勃段伏 簽字 袁世凱核准

亨利萊森

債款合同彙編

The Chinese Government 5% Gold Loan of 1912.

Pursuant to a preliminary agreement duly signed by Mr. Chow Tsz Chi, Vice Minister of Finance, deputed by H. E. the President Yuan Shi Kai, and the representative of the Banque Sino Belge at Peking on February twentieth 1912.

This agreement is made at Peking on the fourteenth day of March, western calendar, corresponding to the fourteenth day of the third month of the first year of the Chinese Republic, and the contracting parties are:

PREAMBLE.

The provisional Government of the Chinese Republic, represented by Mr. Lou Tsang Yü deputed by the Minister of Finance, acting on behalf of the Presidents Sun Wen and Yuan Shi Kai, who approve of and sanction the present agreement, binding upon the present and future government of China with the sanction of the National Assembly, of the one part,

AND

The "Banque Sino Belge" representing an International Financial Syndicate, hereinafter called the Bank, of the other part,

WITNESSETH AS FOLLOWS:

Article. I.

NAME AND AMOUNT OF THE LOAN

The Chinese Government desiring to contract a loan with foreign capitalist for an amount of Lstg 1,000,000 or about

Francs 25.000.000, the Bank agrees to advance the said amount to the Chinese Government. The loan shall be of the date of the signature of the present final agreement and shall be called:

THE CHINESE GOVERNMENT GOLD LOAN 5% OF 1912

Article II.

PURPOSE

The loan is design to provide funds for the payment of such expenses as will be deemed necessary to consolidate the Central and Local Governments, to assure the satisfactory administration of the State and Provinces and/or to relieve the distress prevailing among the people and in commercial circles.

Article III.

GUARANTEE

This loan shall constitute a direct liability obligation of the Central Chinese Government which hereby pledges its good faith and credit for the punctual payment of principal and interest of the loan and for the performance of all the undertakings on its part herein assumed.

Article IV.

SECURITY

The Chinese Government hand over to the Bank Chinese Government Treasury Bills for an amount of one million Pounds Sterling (Lstg 1.000.000) or about twenty five millions francs (Frs 25.000.000) in amounts of Lstg 10.000 each.

These Treasury Bills are guaranteed by the general revenue of the State and are further secured in respect to both principal and interest by a first charge upon the net income and property of the Peking-Kalgan Railway.

The revenue above pledged amounts to Tls. 800,000. p. a. and is hereby declared to be free from all other loans, liens, charges and mortgages.

It is clearly understood that there shall be no interference whatever with the revenue herein pledged and also that if principal and/or interest of the loan be in default at due date, then after a reasonable period of grace the Government shall not object to such measures on the part of the Bank as shall be necessary to fully protect the interests of the Bank.

Article V.

INTEREST

The rate of interest of the loan shall be five per cent p. a. on the nominal principal of the loan and shall be paid to the Bank half yearly. The said interest shall be calculated from the date of the signature of the present agreement and shall be paid fourteen days before the due date, as calculated half yearly from the date on which this final agreement will be signed by the contracting parties.

Article VI.

DISCOUNT

The Bank takes over the above mentioned Chinese Government Treasury Bills at a discount of 3% viz: 97% (ninety seven per cent) of their nominal value. The Bills shall be signed by H. E. the President and the Minister of Finance on behalf of the Government.

Article VII.

EXCHANGE OF BILLS AGAINST BONDS

These Treasury Bills shall if the Bank so desires be exchanged against Chinese Government Treasury Bonds, of such amounts as may be convenient to the Bank.

Article VIII.

SIGNATURE OF THE BONDS

Such bonds to be printed and/or engraved and to bear the facsimile of the signature and seal of the highest official who shall then be in charge of the Chinese Government Financial Administration, and if deemed necessary by the Bank the Chinese Envoy in Brussels, or in any other place at the option of the Bank, shall also affix his seal with the facsimile of his signature as proof that the issue and sale of the Bonds are duly authorised and binding upon the Chinese Government.

Article IX.

EXPENSES

In case such bonds take the place of the Treasury Bills all expenses in connection with their issue shall be borne by the Bank.

Article X.

TERM OF LOAN

The term of this loan shall be one year after the signature of this agreement. After the expiration of this period, the Chinese Government will redeem all the Treasury Bills or Bonds at their face value.

Article XI.

EXEMPTION FROM TAXES

All the Treasury Bonds and payments received in connection with this loan shall be exempted from all Chinese taxes and imposts

Article XII.

BONDS LOST

In the event of any bonds being lost, stolen or destroyed, the Bank and the representative of the Chinese Government will take the usual steps to safeguard the interests of the contracting parties as stipulated in previous agreements made between the Chinese Government and foreign banks.

Article XIII.

PAYMENT

Fifteen days after the signing of this agreement, the total amount of the loan less 3% (three per cent) discount shall be made to the Government by the Bank, either in Brussels, London or paris.

Transfers of the loan's funds to China shall be made by the Bank and/or any other Banks as may be designated by the Bank, at the rate of exchange which will be settled on a fair basis after arrangements with the Government.

Article XIV.

REDEMPTION

The Government shall redeem the nominal principal of and pay the interest on the loan out of the proceeds of future

loans to be floated in Europe but even in case the Government should wish to redeem the loan before its term has expired, interest on the loan shall be due for a minimum period of one year.

In case the issue of future loan or loans (the proceeds of which will serve to redeem the bills or bonds) takes place through the Bank the bonds or bills shall be redeemed not at their face value but at $98\frac{1}{2}\%$ (ninety eight and one half per cent) of their face value.

After the redemption of the bills or bonds with interest accrued, this agreement shall be nul and void except as regards ARTICLE XV which shall continue to be binding upon the Government.

Should the Government wish to pay the principal and/or interest on the loan out of the funds held by the Government in China, such payments shall be made in Sycee (or coins of national currency so soon as the said currency shall have been effectively established) to the Bank in Shanghai fourteen days before the due date of every such payment. The amount in Sycee (or coins of national currency shall be sufficient to meet each such payment in Gold in Europe the exchange for which will be settled by the contracting Bank and/or any other Banks designated by the Bank on a fair basis after arrangements with the Government.

Article XV **PREFERENCE CLAUSE**

In consideration of the financial assistance given by the Bank to the Government under this agreement the Government engages to give a preference to the Bank for such loan

or loans until an aggregate amount of ten millions Pounds Sterling shall have been floated through the Bank provided the terms offered are equally advantageous as those offered by other parties. Of this amount of £10,000,000 at least half i. e. £5,000,000 shall be floated by the Bank within a period of twelve months from the date of the signature of the present agreement, provided the market is favourable to the Chinese Government.

The Chinese Government invite the Bank to take up any future loans provided the terms offered by the Bank are more advantageous to the Chinese Government than those offered by other parties.

Article XVI

COMMUNICATION TO ENVOYS IN CHINA

This agreement is signed by.....and upon the request of the Bank the Belgain, British and French Ministers in Peking will be officially notified by the Wai Wu Pu of the present agreement.

Article XVII

COPIES OF AGREEMENT

Six copies of this agreement are executed in English and Chinese *three* copies to be retained by the Chinese Government and *three* copies by the Bank. In the event of any doubt arising the interpretation of this contract, the English text shall rule.

Signed at Peking by the contracting parties this *fourteenth* day of *March* 1912 corresponding to *fourteenth* day of the *third* month of the *first* year of the Chinese Republic.

Signatures :

APPROVED AND SANCTIONED:

倫敦借款合同

西歷一千九百一十二年中國政府五釐金鎊借款

本合同於一千九百一十二年八月三十號由中國駐英京公使劉玉麟奉命代大中華民國以後簡稱曰中國政府與英京 C. Birch Crisp 公司以後簡稱曰資本團訂立

茲因中國政府欲訂借英金一千萬鎊其關於商定此項借款之草合同業於本年七月十二號由中國政府與姜克生萬國財政社在北京簽訂並由姜克生萬國財政社本中國政府之許可將其按照草合同承辦借款之權利轉授於英京 C. Birch Crisp 公司爰商訂如下

第一款

中國政府允准資本團承辦五釐息借款英金一千萬鎊正此項借款以發售債票之日起期名曰一千九百一十二年中國五釐息金鎊借款

第二款

此項借款係用以備還從前借款並整頓政務以及興辦實業之用

第三款

此項借款由中國政府直接擔任以信用相矢屆期本利一併清還並施行其按照本合同應

辦諸事

第四款

甲 所有應付此項借款本利及關於借款之經理各費即以鹽課羨餘之款作爲儘先之抵押此項鹽課每年收入總數共計庫平銀四千七百五十一萬兩內除每年二千四百萬兩業經出抵外其所餘鹽課計每年庫平銀二千三百五十一萬兩今用以作抵以足敷按年應還本項借款之數爲度

乙 以上鹽課羨餘之款並無牽連別項借款及抵押情事

丙 以上所指之課款倘有時不敷付還屆期之借款本利則中國政府當另行籌款以補足之

丁 此項借款但使每屆本利如期清付則於所抵之課稅即不得干預惟遇有本利屆期拖欠不還更延至展限時日之外則應將此項所抵課稅或足敷抵償所欠之一部分稅課交與海關由海關管理以保全執有此項債票人之利益

戊 在本項借款未清還之前如隨後再有以上項課稅作抵他項借款者仍須以此儘先歸

還本項借款之本利此後無論何項抵借款目均不得越乎本項借款之前或與本項借款並重以及有損及本項借款擔保之處將來他項借款之有由此項課稅取償者總須先儘本項借款並須於將來各該借款合同內切實聲明

己 中國政府倘於本項借款期內有議定修改海關稅則及訂明裁減釐金等事在資本團一面不得以上項課稅係作抵本項借款而有所阻撓在中國政府一面苟未與資本團商妥另以相等之擔保儘先作抵俾其滿意外亦不得將擔保本項借款之課稅加以裁減

第五款

甲 資本團得以按照本項借款總額發售金鑄債票由人承購債票額數可由資本團酌定至其式樣文字當由資本團會商代表中國政府之駐英中國公使核定之

乙 該項債票須以雕刻刷印爲之票上摹印大總統或財政部總長花押及其印文以省其親自逐張簽押之勞中國駐英公使於債票發售之先亦逐張蓋印並加印其花押於上

丙 資本團之代表亦須在債票上加簽花押以爲經理發售債票之證

第六款

甲 所有借款招帖以及付利還本並拈鬮收贖債票等一切詳細辦法未經本合同載明者
可由資本團會商中國駐英公使核定之

乙 此項借款除應按照下開時日交付外其債票或一次發售或分數次發售可由資本團酌定至於借款招帖則自簽定本合同日爲始資本團即得以隨時發行蓋本合同實爲中國政府允准並擔任其發售債票之證據也中國政府並飭其駐英公使遇有應會同辦理之事即與該資本團協同辦理並簽定借款招帖付給文證以便其入倫敦及別處股分公所發銷

第七款

甲 債票之價按虛額每百以八十九交付中國政府資本團得以在中國英國或別處一律招人承購中國政府如願承購若干可由其儘先認定惟當於出發借款招帖四日之前預爲知照至出發招帖日期資本團當於七日以前知照中國財政部總長

乙 本項借款虛額總計英金一千萬鎊應按照下開時日交付中國政府

一千九百十二年九月三十號以前交付虛額英金五十萬鎊

又 十月三十號以前交付虛額英金一百五十萬鎊

又 十一月三十號以前交付虛額英金一百萬鎊

一千九百十三年二月十五號以前交付虛額英金二百萬鎊

又 九月三十號以前交付虛額英金五百萬鎊

第八款

甲 此項借款淨得之數即交由資本團隨時指定之銀行存入中國政府一千九百十二年金鎊借款帳上聽候中國財政部總長撥用

乙 銀行等收到此項存款即按週年三釐計息其在中國暫時收存之款則按上海銀行往來帳時價計息

丙 每逢支撥款項則當將撥款憑單於三日前交與各該存款銀行其撥款費用由中國政府承認

第九款

甲 本項借款利息按虛額之數常年五釐計算由發售債票之日起每半年付息一次發與

執票人等

乙 此項借款債票自發售之日起以四十年爲期還本之期自第十一年始按照本合同粘附清單數目每半年拔付一次

丙 中國財政部總長應於每半年在英京或別處付還本利之期前十二天按金數籌足交與資本團隨時指定之銀行

丁 此項匯兌之價可由財政部總長同時與各該銀行按照兌款日市價作定或由財政部總長於付還本利期前六箇月內任擇一月市價作定亦可

戊 關於經理此項借款付利還本各事銀行等應按每年經理借款之數每千分取二分半作爲經理費用

第十款

自借款起期十五年後二十五年以前中國政府倘欲將餘欠全數清還或照本合同粘附清單之應還數目外多還若干均無不可但須照票面之數每百分加二分半即每百鎊之債票付以一百零二鎊十先令是也至二十五年後則無須加價惟每次多還當於期前六個月由

中國政府知照銀行以便於招帖載定拈鬮之期多加號數贖還債票

第十一款

此項發售之借款債票或經遺失被竊燬滅則可由資本團及銀行知照中國財政部總長或知照遺失債票地方之中國駐該處之公使請准其在報紙刊登告白聲明失票不憑等因並按各該處律例設法辦理倘票經燬滅或遺失後不能於銀行等所定期限覓回則中國駐英公使可按照票面原數補發副票加蓋印章交與資本團或代表該失主之銀行等收執所有補發副票一切費用概由資本團或銀行等代失主擔任

第十二款

所有本項借款之債票息票以及收付項款在本合同未滿期內一律不納中國各項釐稅

第十三款

凡關於承辦本項借款一切費用如包售中用掬客中費電報刊登告白刊印招帖債票以及印花稅訟費等等概由資本團擔任

第十四款

在本項借款全數未經出發之前中國政府允許不再以較本合同從優之條款訂借外債本項借款告成之前中國政府如欲添借洋債而承辦條款本資本團所許亦與別家相等則仍當先儘本資本團承辦

第十五款

此項借款倘於未發招帖以前遇有政界或財政上意外之事震動市面有碍中國政府債票價值因之資本團之意以為如照本合同所訂則借款不能辦理有效等情則可准該資本團自簽訂本借款合同之日起展緩六個月倘屆時市面仍屬不佳資本團得再請中國政府續展近情之期限如中國政府不允再展則本合同即行作廢

第十六款

資本團得將其應享本合同權利之全分或一部分轉授或委託於英國及別國公司以及董事經理人等接辦並可准其再行轉授委託惟當以奉守本合同各項責任為斷此等轉授委託及再行轉授委託之處均必須先經中國政府核准

第十七款

本合同由中國駐英公使代表中國政府簽訂並須由中國外交部知照英國駐京公使其英
國外部亦由中國駐英公使知照此項正式知照公文及復文均須通知於該資本團
一千九百十二年八月三十號在倫敦簽訂

劉玉麟押

C. Birch Crisp公司押

證人 洋參贊柏卓安押
Ernest Rouney 押

債款合同彙編

AGREEMENT made the thirtieth day of August 1912 BETWEEN HIS EXCELLENCY LEW YUK LIN the Chinese Minister to the Court of St. James in London duly authorised and acting for and on behalf of the Republic of China (hereinafter called the Chinese Government) of the one part and C. Birch CRISP & Co., of London (hereinafter called the Financial Group) of the other part WHEREAS the Chinese Government is desirous of contracting a Gold Loan of Ten Million Pounds Sterling (10,000,000) AND WHEREAS the Preliminary Agreement made between the Chinese Government and the Jackson International Financial Syndicate providing for the negotiation of this Final Agreement for the Loan was duly executed on the 12th day of July 1912 at Peking AND WHEREAS the said Jackson International Financial Syndicate have with the consent of the Chinese Government transferred their rights under the said preliminary Agreement to the Financial Group IT IS AGREED AS FOLLOWS:—

Article. I.

The Chinese Government authorises the Financial Group to issue a Five per cent. Gold Loan for an amount of Ten Million pounds sterling. The Loan shall be of the date on which the Bonds are issued to the public and shall be called "The Chinese Government Five per cent. Gold Loan of 1912"

Article II.

The Loan is designed to provide capital for the repayment of existing Loans and for the reorganization of the Government and for productive works.

Article III.

The Loan shall constitute a direct liability and obligation of the Chinese Government which hereby pledges its good faith and credit for the punctual payment of the principal and interest of the Loan and/or the performance of all the undertakings on its part herein assumed.

Article IV.

1. THE payments of interest and the repayments of the principal of the Loan and all other amounts required for or incident to the service of the Loan shall be and hereby are constituted a first charge on the surplus revenues of the Salt Gabelle (Salt tax) the total annual revenue of which amounts to Forty Seven Million five hundred and ten thousand Knping Taels of which Twenty four Million Taels per annum are already hypothecated. The remaining Salt Revenues now pledged to the necessary annual amount amounts to Twenty three million five hundred and ten thousand Kuping Taels K. P. Tls. 23,510,000.) per annum.

2. The above surplus Revenues is hereby declared to be free from all Loans Liens Charges or Mortgages.

3. Should the above-mentioned Revenue be at any time insufficient to meet the payments of interest and repayments of principal on due dates the Chinese Government will then from other sources supply the amount required to meet such payments.

4. So long as the principal and interest of this Loan are regularly paid there shall be no interference with the revenue herein pledged but if principal and/or interest be in default at due date then after a reasonable period of grace the

revenue above pledged or such part thereof as may be sufficient to provide and pay the amounts stated shall forthwith be transferred to and shall be administered by the Chinese Maritime Customs for the account and in the interest of the Bondholders of this Loan.

5. So long as this Loan shall remain unredeemed it shall have priority both as regards principal and interest by way of a Lien or Charge upon the above revenue over all future Loans charges or mortgages which may be charged on the aforesaid revenue. No loan mortgage or other charge shall be raised or created which shall take precedence of or be on equality with this Loan or which shall in any manner lessen or impair its security charged upon the aforesaid revenue and any future loan charge or mortgage charged on the said revenue shall be made subject to this Loan and it shall be so expressed in every Agreement for every such future loan charge or mortgage.

6. In the event of the Chinese Government during the currency of this Loan entering upon definite arrangements for the revision of the Customs Tariff, accompanied by stipulations for the decrease or abolition of likin, it is hereby agreed on the one hand that such revision shall not be barred by the fact that this loan is secured by the above named revenue and on the other hand that the revenue required to provide the security of this Loan shall neither be abolished nor decreased except by previous arrangement with the Financial Group and then only in so far as an equivalent security satisfactory to the Financial Group is substituted therefore in the shape of a first lien or charge upon other revenue consequent upon such revision.

Article V.

1. The Financial Group are authorised to issue to the subscribers to the Loan Gold Bonds for the total amount of the Loan for such amounts as shall be determined by the Financial Group. The form and language of the Bonds shall be settled by the Financial Group in consultation with the Chinese Minister in London as Representative of the Chinese Government.
2. The Bonds shall be printed and/or engraved and shall bear the facsimile of the signature of the President or Minister of Finance and of his seal of office in order to dispense with the necessity of his signing them all in person. The Chinese Minister in London shall also previous to the issue of the Bonds put his seal upon each bond with a facsimile of his signature.
3. The Representative of the Financial Group in London shall countersign the bonds as Agents for the issue of the Loan.

Article VI.

1. All details necessary for the Prospectus of the Loan and connected with payment of interest and repayment of principal of the Loan and with the withdrawing of Bonds for redemption not herein explicitly provided for shall be left to the arrangement of the Financial Group in consultation with the Chinese Minister in London.
2. Subject to the dates of payment for the Loan hereinafter stated the Loan may be issued in one or more instalments fixed by the Financial Group who are hereby authorised to issue the Prospectus or Prospectuses of the Loan at any time

after the signature of this Agreement which is the proof that the issue and sale of the Bonds are duly authorised by and binding upon the Chinese Government and the Chinese Government will instruct the Chinese Minister in London to co-operate with the Financial Group in any matter requiring conjoint action and to sign the Prospectus or Prospectuses of the Loan and to provide any requisite documents for obtaining the official quotation of the Scrip and Bonds in London and elsewhere.

Article VII.

1. The price of the Bonds to the Chinese Government shall be eighty nine per cent. (89%) of their nominal value. Subscriptions may be invited by the Financial Group in China London or elsewhere preference being given to the application of the Chinese Government provided such application be made to the Financial Group not less than four days before the issue of the Prospectus to the public. Seven days notice of the issue of the Prospectus will be given by the Financial Group to the Minister of Finance.

2. The principal sum of 10,000,000 pounds sterling nominal shall be paid to the Chinese Government as follows:—

500,000 pounds sterling nominal on or before the 30th day of September 1912.

1,500,000 pounds sterling nominal on or before the 30th day of October 1912.

1,000,000 pounds sterling nominal on or before the 30th day of November 1912.

2,000,000 pounds sterling nominal on or before the 15th day of February 1913.

and the balance of 5,000,000 pounds sterling nominal on or before the 30th day of September 1913.

Article VIII.

1. The net proceeds of the Loan shall be placed to the credit of an account to be designated "The Chinese Government 1912 Gold Loan Account" in such Banks as shall from time to time be designated by the Financial Group and the sums so credited shall be held by the said Banks subject to the order of the said Minister of Finance.

2. The Banks shall pay interest at the rate of three per cent. per annum upon the funds held by them except upon funds temporarily held by them in China where the interest shall be at the Banks' rates in Shanghai for current accounts.

3. Orders of transfer of funds held by the said designated Banks shall be handed to the said Bank or Banks concerned not less than three days before such transfers are to be made.

The expense of transfer shall be borne by the Chinese Government.

Article IX.

1. The rate of interest for the Loan shall be five per cent. Gold (5%) per annum on the nominal principal and shall be paid to the Bondholders half-yearly as calculated from the date on which the Loan is issued to the public.

2. The term of this Loan and of the Bonds evidencing the same shall be forty years from the date of issue of the Loan to the public. Repayment of principal shall commence with the Eleventh year after the date of the Loan and shall be made by yearly amortisation in half yearly payments according to the amounts specified in the Schedule to be attached to this Agreement.

3. The Minister of Finance shall twelve days before their due dates hand to the Bank or Banks designated from time to time by the Financial Group the funds sufficient to meet such half yearly payment of principal and or interest in Gold in London or elsewhere as may be required.

4. The rate of exchange for such transactions shall be settled simultaneously with the Banks aforementioned by the Minister of Finance either at the market rate of the day on which such remittances are to be made or at the option of the said Minister of Finance on any date or dates within six months previous to any due date for the payments of interest or the repayment of the principal.

5. In reimbursement of expenses connected with the payment of interest and the repayment of principal of this Loan the said designated Banks shall receive a commission of one quarter of one per cent. on the Annual Loan Service.

Article X.

If at any time after the lapse of fifteen years from the date of the Loan the Government should desire to redeem the whole outstanding amount of the Loan or any part of it not yet due for repayment in accordance with the Schedule of repayment to be hereto attached it may do so up to the end of the twenty fifth year by payment of a premium of Two and one half per cent. on the face value of the Bonds (that is to say by payment of £102. 10. 0 for each £100 Bond) and after the lapse of twenty five years without premium but in each and every cases of such extra redemption the Government will give six months previous notice in writing to the Banks and such redemption shall be effected by additional drawings

of Bonds to take place on the date of an ordinary drawing as provided in the Prospectus of the Loan.

Article XI.

In the event of any Bond or Bonds issued for this Loan being lost stolen or destroyed the Financial Group and or the said designated Bank or Banks concerned may notify the said Minister of Finance and/or the Chinese Minister in the country wherein the said Bond or Bonds may have been lost as the case may be who shall authorise the Financial Group and or the said designated Bank or Banks concerned to insert an advertisement in the public newspapers stating that payment of such Bond or Bonds has been stopped and to take such other steps as may appear advisable or necessary according to the law or customs of the country concerned. Should any Bond or Bonds be destroyed or should such lost or stolen bond or bonds not be recovered after a lapse of time to be fixed by the said designated Bank or Banks the said Chinese Minister in London shall seal and execute a duplicate bond or duplicate bonds for a like amount and deliver the same to the Financial Group and/or the said designated Bank or Banks representing the owner or owners of such lost stolen or destroyed bond or bonds which Group and/or the said designated Bank or Banks shall pay all expenses in connection with such delivery and execution of such duplicate bond or bonds for the account of the owner or owners of such bond or bonds.

Article XII.

All Bonds and coupons and payments made and received in connection with the service of this Loan shall be exempt

from all Chinese taxes and imposts of any and every description during the currency of this Loan.

Article XIII.

All expenses of the Financial Group in connection with the floatation and issue of this Loan such as underwriting commission and brokerage telegraph charges advertising postage engraving and printing of Prospectus and Bonds stamp and legal fees shall be borne by the Financial Group.

Article XIV.

The Chinese Government engage not to issue nor to authorise the issue of any other external loan until the whole of this Loan (1912) has been issued to the public on any more favourable terms than those contained in this Agreement but if the Chinese Government should desire to obtain further foreign capital before this Loan is realised and the terms offered by the Financial Group are as favourable as those offered by others preference shall be given to the Financial Group.

Article XV.

If before the publication of the Prospectus for the issue of this Loan any political or financial crises should occur affecting the money markets and the prices of Chinese Government securities in such manner or to such degree as in the opinion of the Financial Group will render impossible the successful floatation and issue of this Loan on the terms herein named the Financial Group shall be granted a period of six months from the date on which this Agreement shall be signed within which to issue the Loan to the public. If on the expiration of this period the markets are still

unfavourable then the Financial Group shall be entitled to ask the Chinese Government for a reasonable extension of time within which to carry out this contract. If the Chinese Government should refuse to grant the extension of time requested this contract shall become null and void.

Article XVI.

The Financial Group may subject to all their obligations under this Agreement transfer or delegate all or any of their rightspowers and discretions thereunder to any British or other Company Directors or Agents with power of further transfer and subdelegation such transfer sub-transfer delegation or sub-delegation to the subject to the approval of the Chinese Government.

Article XVII.

This Agreement is signed by the Chinese Minister in London as the representative of the Chinese Government and will be forthwith officially communicated to the Minister of Great Britain in Peking by the Wai Chiao Pu (Chinese Foreign Office) and by the Chinese Minister in London to the British Secretary of State for Foreign Affairs and a copy of each such formal notification and any reply thereto shall be communicated to the Financial Group.

Signed at London this the thirtieth day of August
One thousand nine hundred and twelve.



Dated

1912.

THE GOVERNMENT OF THE REPUBLIC OF CHINA

- and -

MESSRS. C. BIRCH CRISP & Co.

AGREEMENT

for 10,000,000 pounds sterling Gold Loan of 1912.



善後借款合同

中國政府善後借款合同

此合同於西歷一千九百十三年四月二十六日在北京訂立其訂立者一爲中華民國政府

此下簡稱曰 中國政府 由國務總理外交總長財政總長代表一爲匯豐銀行德華銀行東方匯理銀

行道勝銀行橫濱正金銀行 此下簡稱曰銀行

茲因中國政府欲借貳千伍百萬金鎊計合馬克伍萬壹千壹百貳拾伍萬整佛郎陸萬叁千壹百貳拾伍萬整盧布貳萬叁千陸百柒拾伍萬整日本金圓貳萬肆千肆百玖拾萬整爲善後及行政之用 節曰詳後 並擬發售其金幣債票以實現此項借款其額即上所言之數

又因銀行預備代中國政府將上言之借款之債票發售於公衆

故訂條款如左

第一款 中國政府准銀行發售五釐金幣債票其總額計貳千伍百萬金鎊合馬克伍萬壹千壹百貳拾伍萬整佛郎陸萬叁千壹百貳拾伍萬整盧布貳萬叁千陸百柒拾伍萬整日本金圓貳萬肆千肆百玖拾萬整其發售或作一批或分多批由銀行自行酌定

此項借款之進款或全數或幾部分或以金鎊或以承購此項債票之各該國貨幣按照以

上所定比價交付中國政府由銀行自行酌定附隸於預約證券及正式債票之息票應付之款應按照以上之比價在各該國交付其正式債票之拮鬮收回或贖回或清還均按以上辦法辦理

此項借款日期由首次發售債票之日起命名爲中國政府一千九百十三年善後五釐金幣借款

第二款 此項借款之進款除照後開第十三款所載預作交付首次息票之用外係專爲以下開列各事之用

(一) 爲交付本合同附件甲號所詳中國政府業已到期應清還各款之用

(二) 爲贖回本合同附件乙號所詳各省現有借款全數之用

(三) 爲預備本合同附件丙號所詳中國政府不久到期各款隨時清還之用連預備賠償各國因革命所受損失一項亦算在內

(四) 爲按照本合同附件丁號所詳遣散兵隊之用

(五) 爲預備本合同附件戊號估計現時行政各費

(六) 爲本合同附件已號所詳整頓鹽政事務

(七) 爲中國政府與銀行互相商允之他項行政費

以上所載合同附件均視爲本合同之一部分

第三款 此項借款總額及關係此項借款之墊款係中國政府直接擔任之債務是以按期清還本借款及墊款本利一節及按照本合同所開政府應行各節中國政府須誠實照辦以昭信誼

第四款 此項借款總額及關係此項借款之墊款之本利除鹽務收入按照本合同附單所開業已指定爲從前借款債務之擔保未經清還者外即以中國鹽務收入之全數作爲擔保此項借款或其一部分未清還以前其所有本利應較將來他項借款或他種抵押之債務用以上所指鹽務收入者獨占優先權凡他項借款或他種抵押之債務比此次借款更占優先權或與之平等者或減少或損害鹽務收入用以擔保此項借款每年應有款項之利權者均不得舉行或創辦又將來他項借款或他種抵押之債務用上文所指鹽務收入者須本借款占優先權並須於將來他項借款或他種抵押之債務之契約內載明

倘若將來海關每年所收款項除已經指定作為擔保從前債務或以後因修改海關稅則而裁去釐金凡現存合同指定他項債務歸該關稅擔保者除應付各款項外若仍有餘款即默認並商訂該餘款應儘先作為本借款之擔保用以償還本利因此而鹽務收入所有盈餘之欸應如數撥歸中國政府用以辦理他項事宜

第五款 中國政府承認即將指定為此項借款擔保之中國鹽稅征收辦法整頓改良並用洋員以資襄助至如何辦法已由財政部定奪即如下節所言

中國政府在北京設立鹽務署由財政總長管轄鹽務署內設立稽核總所由中國總辦一員洋會辦一員主管所有發給引票彙編各項收入之報告及表冊各事均由該總會辦專任監理又在各產鹽地方設立稽核分所設經理華員一人協理洋員一人(註)此二員均相平等即係英該二員會同擔負征收存儲鹽務收入之責任華洋經協理(註)英文所稱華洋所長及稽核總所並各稽核分所必需之華洋人員其聘任免任由華洋總會辦會同定

奪由財政總長核准各該華洋經協理(註)英文稱華洋所長須會同監理引票之發給及征收各項費用及鹽稅並將收支各事詳細報告該地方鹽運司及北京稽核總所由稽核總所呈

報財政總長後分期將報告頒布

各產鹽地方鹽觔納稅後須有該處華洋經理(註)英文稱華洋所長會同簽字方准將鹽放行

所有征收之款項應存於銀行或存於銀行以後所認可之存款處歸入中國政府鹽務收入帳內並應報告稽核總所以備與稽核總所所存之表冊核對以上所言鹽務進款帳內之款非有總會辦會同簽字之憑據則不能提用該總會辦有保護鹽稅擔保之各債先後次序之職任

此項借款如本利按期交付則不得干預以上所詳鹽政事宜倘利或本屆期拖欠逾展緩近情之日期後則應將該鹽政事宜即歸入海關並由海關管理所擔保之收入以保執票人之利益

第六款 於鹽務正在整頓之際及自本合同債票發售後之第一箇月起直隸山東河南江蘇省應提出款項足敷本合同附表所開本借款內應還之數目於未到期十四天以前按月交存於銀行所言各該省應備之款項即以將來各該省所指定之中央政府稅項爲頭次之擔保中國政府並承認將本合同所言之各該省正式承認其擔負之證據給與銀行

一俟一週年鹽務所征收之收入足敷其所擔保之各借款及他項債務並此次借款且更有餘款足敷此次借款次年上半年應付息票之用則所言各該省按月應交存之款項可以暫行停止而此次借款應備之款項應即由鹽務收入內交付倘將來鹽務收入接連三年足敷預備上開之額則以上所言各該省之擔負即行取銷

第七款 此項借款准銀行按總額數目發售金幣債票與承購之人其債票之幣名及每張票面之金數由銀行斟酌定奪債票式樣文字由銀行與財政部或中國駐倫敦柏林巴黎聖彼得堡及東京公使核定

債票由銀行刻印費用由中國政府擔任並將中國財政部總長簽名字樣摹印於上以省其親自簽押且將中國政府印信摹刻加於其上各債票未發以前可聽憑銀行請中國駐倫敦或柏林或巴黎或聖彼得堡或東京公使將其簽名並其關防摹印於上以爲中國政府認可並擔任發售此項債票之證據銀行之駐倫敦柏林巴黎聖彼得堡或橫濱代表人亦可在債票上加簽以證其爲發售債票之經理人

第八款 此項借款中國政府所付週年利息應照票面本金之數以百分之伍釐計算由銀

行或其所指定代理人每半年一次交付持有息票者按照第一款所規定以金鎊或以金鎊合成之馬克佛郎盧布日本金圓交付利息此項利息自此項借款發售於公眾之日起算

第九款 此項借款期限定爲四十七年其還本由第十一年起每年遞還總額千分之玖又捌叁玖柒玖肆伍合金鎊貳拾肆萬伍千玖百玖拾肆鎊拾柒先令叁本土合馬克伍百零叁萬零伍百玖拾肆馬克零百分之玖拾肆合佛郎陸百貳拾壹萬壹千叁百柒拾佛郎零百分之貳拾捌合盧布貳百叁拾貳萬玖千伍百柒拾壹盧布零百分之叁拾伍合日本金圓貳百肆拾萬零玖千柒百陸拾伍圓陸角柒分由中國政府按照本合同附表所開數目並於其未到期前十四天每月交付一批

自本借款之日起十七年後三十二年以前無論何時中國政府欲將所欠未到期之款或全數贖回或照本合同所附清單贖回其一部分凡此項贖回之數每百分須加二釐半卽每百鎊債票須加付二鎊半惟三十二年後贖回則無須加價但每次擬另贖回若干須於六箇月前由中國政府函告銀行以便於招帖載明拈鬮之日期多加號數

此項借款還清以後本合同即行作廢

第十款 中國政府爲還本付利每月應交之款均按本合同附表所開辦理並於還本付利

之期前十四天由財政部按月均分交付銀行財政部應按在歐洲或日本國應付之金數

籌備足敷該期本利之規銀及新國幣一俟此項國幣行有實效交付在上海銀行其匯價應同日與銀

行商定中國政府如有金款實在存於歐洲及日本國並非爲還此款而匯去者亦可於期

前十四天用以付還此借款到期之本利按月所存每批之款項至將該款項付執票者作

爲還本付利之用之日爲止銀行應按週年二釐行息交付中國政府

銀行爲經理此項借款付利還本各事按每年經手付利還本之數中國政府允給與銀行

每千分之貳分半作爲經手費用按照本合同附表所載每半年一次交與銀行

第十一款 所有借款招帖以及付利還本拈鬮贖回債票一切詳細辦法未經本合同詳細

載明者由銀行會商中國駐倫敦柏林巴黎聖彼得堡及東京公使核定

現准銀行俟本合同簽押後即行相機分發此項借款之招帖並由中國政府飭知以上所

開駐各該國京都公使遇有應行會同辦理之事件即與銀行協同酌辦並得隨時請其簽

押此項借款之招帖

第十二款 所有此項借款之債票息票以及收付各款於合同未滿期內免納中國各項釐稅

第十三款 此次借款債票或其分批之價值中國政府所應得係按債票在倫敦發售於公眾之價值而由銀行按照票面虛數扣下百分之二其在倫敦發售之價值不得少於百分之玖拾而中國政府所得借款總額之淨價則不得少於百分之捌拾肆至發售債票費除印及刻債票費外統歸銀行擔任

發售債票由銀行定奪最完美之日期預先照會財政總長以便將應辦事件轉告中國駐各該國公使

此項借款首半年所應付之利息及銀行所應得之經手費用千分之貳分半各款銀行得於歐洲及日本由此項借款第一批所得之進項內留存於各該國足敷所言各項之數現中國政府准銀行將此項首半年之利息及經手費用由此項留存之進項支付至於首次息票之期限內各該省按照本合同第六款所載應交存於在中國之銀行之款爲付此項

借款所需者必須將此六箇月所存積留以備將來各該省或有中止交付情事至按照該款所開暫行停止交存之時爲止

此項借款之進項除足付本借款首次息單之款及交還關於此項借款所墊各款之本利並本合同第二款所詳之一二三各號所應備各款項外其餘淨數應存倫敦之匯豐銀行柏林之德華銀行巴黎之東方匯理銀行聖彼得堡之道勝銀行及橫濱之橫濱正金銀行歸入中國政府善後借款帳內其分批及分期均按照招帖所定承購章程辦理

凡由歐洲及日本匯寄借款款項來華均由銀行在中國之行辦理匯來時須設法使各該銀行匯寄之數目相等其每次匯價應與各該匯寄之銀行同於一日訂定倘不能使其均勻則財政總長與銀行商訂或銀行自行彼此商訂完美匯撥之辦法

此項借款之款項凡存於倫敦柏林巴黎聖彼得堡或橫濱者即週年按百分之叁付息至存於在中國之各該匯寄銀行者則按照各該銀行之流水帳之息率付息其多寡以後商定

此項借款之進項存於歐洲或日本歸入中國政府善後帳下者應聽候財政部按照本合

同第十四款所載提用每星期匯寄款項來華之數隨時與銀行商定多寡但每一箇星期不得逾伍拾萬鎊其匯到之款項分存於在中國各該匯寄銀行俟辦理此項借款所應辦各事之時應按照本合同第十四款所載提撥

第十四款 中國政府允將一千九百一十二年十一月十六號公報所載十五號之

大總統令所公布審計處暫行規則立即實行該規則之照錄並其所譯之洋文均作本合同之庚號附件言明以後如須將此項規則更改不得與本合同有所窒礙之情事

凡關於借款款項之領款憑單均須由審計處所屬稽核外債室華洋稽核員(註)英文稱

科會同簽押以證核准凡由銀行提撥之款其數目按照該事實行著手需用之數支出

凡提撥銀行所存此項借款之款項所有支票及提款命令須經財政總長所委派之代理

員簽押並須將前節所言業經簽押之領款憑單與發款命令一齊送交銀行將來所指定之代表經該代表查悉所擬支出款項實與借款合同第二款及該款所有之附件相符後則即時加簽該項之票送回財政部以便赴銀行憑票提款

如銀行代表對於已經支出借款款項有懷疑之處可向審計處所屬稽核外債室洋稽核

員(註)英文稱國
債科洋科長 詢問並得索收據及詳表查閱

第十五款 此次借款發行之債票倘有遺失或被竊去或經毀壞有關係之一銀行或數銀行可隨卽知會財政部及中國駐倫敦或柏林或巴黎或聖彼得堡或東京公使由各該公使允准銀行於通行報紙刊登告白聲明已失之票不能憑以取款並按各該國法律或習慣設法辦理倘所失之票已過銀行所定之期限仍未覓回則中國駐倫敦柏林巴黎聖彼得堡或東京公使應照原數發給一重票或數重票交與代表其票失去或被竊或毀壞之票主之銀行或數銀行或一票或數票所有一切費用概由銀行代該票主擔任

第十六款 倘於未發此次借款招帖以前遇有政治上或財政上之恐慌以致影響各市面或中國政府各項債票之價值在銀行之意見以爲此項借款未能照本合同條款發行此項借款中國政府應准銀行自本合同簽押之日起算展緩六箇月設或屆時市面仍屬不佳銀行可請中國政府續展期限如中國政府不允展期則此借款合同卽行作廢但銀行關於此項借款所墊出之款之本息自應先行清還倘此項借款按第一款所開分批發售則每批之發行除必須更改之處外卽應按本條款所規定辦理

第十七款 倘若將來中國政府欲以鹽務收入爲擔保再行借款或欲繼續借款以辦理本
合同第二款所詳性質相同之事則中國政府允銀行照本合同第十三款所開按債票面
虛數提經手費百分之陸爲根據自行酌量承辦

中國政府又允本合同借款債票全行發售並且照招帖所開末次票價付清後六箇月內
除一千九百十三年四月初十日以前已經簽訂之借款外非先與銀行商允則不得發行
他項政府借款或政府擔保之借款

第十八款 此項借款由匯豐銀行德華銀行東方匯理銀行道勝銀行橫濱正金銀行均分
承辦惟彼此均無互相擔保之責

第十九款 匯豐銀行德華銀行東方匯理銀行道勝銀行及橫濱正金銀行可將本合同應
有之權利權力及裁斷權全分或一分轉讓或託付於無論英德法俄或日本公司或董事
等或代理人等並予以再行轉讓或託付之權惟此種轉讓或再行轉讓託付或再行託付
均須先由中國政府核准但本合同所載銀行之擔負仍爲有效

第二十款 本合同係國務總理外交總長財政總長奉

大總統中華民國二年四月二十二日之命令代表中國政府簽押該

命令已由外交部以正式公文照會英國德國法國俄國日本國駐北京公使

第二十一款 本合同共備華英文各八分中國政府執收華英文各三分銀行執收華英文各五分如文義有疑難之處以英文爲準

外 交 總 長

國 務 總 理

財 政 總 長

中 華 民 國 十 三 年 四 月 二 十 六 日 在 北 京 簽 押
西 歷 一 千 九 百 十 三 年 四 月 二 十 六 日 在 北 京 簽 押



THE CHINESE GOVERNMENT REORGANIZATION LOAN AGREEMENT

THIS AGREEMENT, made at Peking on the twenty sixth day of April 1913 between THE GOVERNMENT OF THE REPUBLIC OF CHINA (hereinafter called "THE CHINESE GOVERNMENT"), acting through its Premier, its Minister of Foreign Affairs, and its Minister of Finance, of the one part,

AND

THE HONGKONG & SHANGHAI BANKING CORPORATION,

THE DEUTSCH-ASIATISCHE BANK,

THE BANQUE DE L'INDO-CHINE,

THE RUSSO-ASIATIC BANK, and

THE YOKOHAMA SPECIE BANK, Limited,

(hereinafter collectively called "THE BANKS"), of the other part,

WITNESSETH:--

WHEREAS the Chinese Government desires to borrow the sum of Twenty-five Million Pounds Sterling (£ 25,000,000.) equal to 511,250,000 Marks, 631,250,000 Francs, 236,750,000 Roubles, 244,900,000 Yen, for general reorganization and administrative purposes (hereinafter to be specified) and proposes to evidence the above loan by the issue of its gold bonds for the principal amount above named, and

WHEREAS the Banks are prepared to issue to the public on behalf of the Chinese Government the bonds of the above named loan;

THEREFORE IT IS AGREED AS FOLLOWS:—

Article. I.

The Chinese Government hereby authorizes the Banks to issue either in one amount or in series, at their option, five per cent (5%) gold bonds, to an aggregate amount of £ 25,000,000. equal to 511,250,000 Marks, 631,250,000 Francs, 236,750,000 Roubles, 244,900,000 Yen.

The Banks have the option to pay the whole or any portion of the proceeds of the loan to the Chinese Government in Pounds Sterling or the equivalent at the above parities in the currencies of the various countries in which the subscriptions have been made. The coupons attached to the preliminary certificates and to the definitive bonds shall be payable in the various countries at the above parities. The definitive bonds shall be subject to the same conditions when drawn, redeemed, or paid.

The loan shall be of the date of the first issue of bonds and shall be entitled "THE CHINESE GOVERNMENT FIVE PER CENT REORGANIZATION GOLD LOAN of 1913."

Article II.

Subject to the provision in Article XIII hereinafter for the payment of the first coupon, the net proceeds of the loan shall be used solely for the following purposes:—

- (a) Payment of liabilities due by the Chinese Government as detailed in Annex A to this Agreement.
- (b) Redemption in full of outstanding provincial loans as detailed in Annex B to this Agreement.
- (c) Provision for payment at due date of liabilities of the Chinese Government shortly maturing as shown in

Annex C to this Agreement, including provision for foreign claims for damage and losses arising out of the Revolution.

- (d) Disbandment of troops as detailed in Annex D to this Agreement.
- (e) Current expenses of administration as estimated in Annex E to this Agreement.
- (f) Reorganization of the Salt Administration as set forth in Annex F to this Agreement.
- (g) Such other administrative purposes as may be mutually agreed upon between the Chinese Government and the Banks.

The aforesaid Annexes form part of this present Agreement.

Article III.

This entire loan, and all advances which may be made in connection therewith are hereby constituted a direct liability and obligation of the Chinese Government, which hereby pledges its good faith and credit for the punctual payment of the principal and interest of the loan and/or advances and for the performance of all the undertakings on its part herein assumed.

Article IV.

This entire loan, together with any advances which may be made in connection therewith, is hereby secured in respect to both principal and interest by a charge upon the entire revenues of the Salt Administration of China, subject to previous loans and obligations already charged on the security thereof and not yet redeemed, as detailed in the statement attached to this Agreement, and it shall have priority both as

regards principal and interest over all future loans, charges and mortgages charged upon the above-mentioned revenues so long as this loan or any part thereof shall be unredeemed. No loan, charge or mortgage shall be raised or created which shall take precedence of or be on an equality with this loan, or which shall in any manner lessen or impair its security over the said revenues of the Salt Administration of China, so far as required for the annual service of this loan. and any future loan, charge or mortgage charged on the said revenues of the Salt Administration shall be made subject to this loan, and it shall be so expressed in every agreement for any such future loan, charge or mortgage.

If at a future time the annual collection of the Maritime Customs revenues should exceed the amount necessary to provide for all existing obligations charged thereon or which may have become chargeable thereon under existing agreements by reason of the abolition of likin consequent upon tariff revision, it is understood and agreed that such surplus shall be applied in the first instance to the security and service of this loan, the surplus of the salt revenues being thereby pro tanto increased and made available for the general purposes of the Chinese Government.

Article V.

The Chinese Government engages to take immediate steps for the reorganization with the assistance of foreigners of the system of collection of the salt revenues of China assigned as security for this loan, in the manner which has been determined upon by the Ministry of Finance and which is as follows:—

The Chinese Government will establish a Central Salt Administration (Yen wu shu) at Peking, under the control of the Minister of Finance. This Central Salt Administration will comprise a Chief Inspectorate of Salt Revenues (Chi ho Tsung So) under a Chinese Chief Inspector (Tsung pan), and a foreign Associate Chief Inspector (Hui pan), who will constitute the chief authority for the superintendence of the issue of licenses and the compilation of reports and returns of revenues. In each salt-producing district there will be a branch office of the Chief Inspectorate (Chi ho Fen So), under one Chinese and one foreign District Inspector (So Chang) who shall be jointly responsible for the collection and deposit of the salt revenues. The engagement and dismissal of these Chinese and foreign District Inspectors, and of the necessary Chinese and foreign staff at the Chief and Branch Inspectorates will be decided jointly by the Chinese and foreign Chief Inspectors, with the approval of the Minister of Finance. It will be the duty of the District Inspectors jointly to superintend the issue of licenses and to collect all fees and salt dues; and to report all receipts and disbursements in full detail to the local Salt Commissioner (Yen yün ssu) and to the Chief Inspectorate in Peking, which will publish periodical reports of the same after submission to the Minister of Finance.

Release of salt against payment of dues in any District will be made only under joint signature of the Chinese and foreign District Inspectors, the revenues so collected to be lodged by them in a "Chinese Government Salt Revenue Account" with the Banks or with depositories approved by

the Banks, and reported to the Chief Inspectorate for comparison with their returns. This Salt Revenue Account shall be drawn upon only under the joint signatures of the Chief Inspectors, whose duty it will be to protect the priority of the several obligations secured upon the salt revenues.

So long as the interest and principal of this loan are regularly paid there shall be no interference with the Salt Administration as herein provided, but if interest and/or principal be in default at due date then after a reasonable period of grace the said organization shall forthwith be incorporated with the Maritime Customs and the revenues above pledged shall be administered for the account and in the interest of the bondholders.

Article VI.

Pending the reorganization of the Salt Administration and commencing with the first month from the date of this loan, the Provinces of Chihli, Shantung, Honan and Kiangsu shall pay monthly into the Banks the funds necessary to meet the service of this loan in accordance with the amounts stated in the Schedule to be attached to this Agreement and fourteen days before the due date of each such amount. The payment of these amounts by the Provinces named is hereby secured by a first charge upon Central Government taxes of the respective provinces to be assigned, and the Chinese Government engages to supply the Banks with evidence that the obligations under this Agreement of the Provinces named are officially recognized by the proper authorities of the said Provinces.

So soon as the revenue collection of the Salt Administration over a period of one year shall be sufficient to cover the service of all loans and obligations now secured thereon, including that of this present loan, together with a margin sufficient to cover a further half yearly interest coupon of the latter, the said monthly contributions from the Provinces shall be suspended, and the service of this loan shall then be paid from the revenues of the Salt Administration. So soon as the revenues of the Salt Administration shall have been maintained for three successive years at the figure above determined, the aforesaid provincial liability shall be finally released.

Article VII.

The Banks are hereby authorized to issue to subscribers to the loan gold bonds for the total amount of the loan in such denominations and for such amounts as shall be determined by the Banks. The form and language of the bonds shall be settled by the Banks in consultation with the Ministry of Finance or with the Chinese Ministers in London, Berlin, Paris, St. Petersburg and Tokio.

The bonds shall be printed and/or engraved by the Banks at the expense of the Chinese Government and shall bear the fac-simile of the signature of the Minister of Finance, in order to dispense with the necessity of his signing them all in person, and of the seal of the Chinese Government. The Chinese Minister in London and/or Berlin and/or Paris and/or St. Petersburg and/or Tokio at the option of the Banks shall previous to the issue of the bonds authenticate them with a fac-simile of his signature and of his seal as a proof

that the issue and sale of the bonds are duly authorized by and binding upon the Chinese Government. Representatives of the Banks in London, Berlin, Paris, St. Petersburg or Yokohama, as the case may be, may countersign the bonds as agents for the issue of the loan.

Article VIII.

The rate of interest for the loan shall be five per cent (5%) per annum on the nominal principal and shall be paid by the Chinese Government to the bondholders half yearly through the Banks or their designated agents, upon presentation of the proper coupons. Coupons shall be payable in Pounds Sterling or the equivalent in Marks, Francs, Roubles and Yen as provided in Article I. The said interest shall be calculated from the date on which the loan is issued to the public.

Article XI.

The term of the loan shall be forty seven (47) years. Repayments of principal shall commence with the 11th year, and shall be made by yearly sinking fund of 98397945% equal to £ 245,994:17:3 equivalent to 5,030,594.94 Marks, 6,211,370.28 Francs, 2,329,571.35 Roubles, 2,409,765.67 Yen, which shall be paid by the Chinese Government to the Banks in monthly instalments in accordance with the amounts stated in the Schedule to be attached to this Agreement, and 14 days before the due date of each such amount.

If at any time after the lapse of seventeen years from the date of the loan the Chinese Government should desire to redeem the whole outstanding amount of the loan or any part

of it not yet due for repayment in accordance with the Schedule to be attached hereto it may do so up to the end of the thirty-second year by a payment of a premium of two and one-half per cent. ($2\frac{1}{2}\%$) on the face value of the bonds, that is to say by the payment of £ 102: 10/- for each £ 100 Bond, and after the end of the thirty-second year it may make such extra redemption without premium, but in each and every case of such extra redemption the Chinese Government shall give six months previous notice in writing to the Banks and such extra redemption shall be effected by additional drawings of bonds to take place on the date of an ordinary drawing as provided for in the prospectus of the loan.

When the loan has been fully repaid this agreement will immediately become null and void.

Article X.

Payments by the Chinese Government for interest and amortization shall be made monthly in accordance with the amounts stated in the Schedule to be attached to this Agreement, and fourteen days before the due date of each such amount in equal shares to the Banks by the Ministry of Finance which shall hand to the Banks in Shanghai funds in Shanghai sycee and/or coin of the national currency, so soon as the said currency shall have been effectively established, sufficient to meet each such payment in gold in Europe and/or in Japan, exchange for which shall be settled with the Banks on the same day. These payments may however be made in Gold in Europe, and/or in Japan, fourteen days before their due dates, if the Chinese Government should

happen to have gold funds bona fide at its disposal in Europe and/or in Japan, not remitted from China for the purpose, and should desire so to use them. Interest upon the said monthly instalments until they are required for the service of the loan to the bondholders shall be allowed by the Banks to the Chinese Government at the rate of 2% per annum.

In reimbursement of expences connected with the payment of interest and with the repayment of principal of the loan the Banks are hereby granted by the Chinese Government a commission of one-fourth per cent ($\frac{1}{4}\%$) on the annual loan service, the said commission to be paid half yearly to the Banks as provided in the Schedule to be attached to this Agreement.

Article XI.

All details necessary for the prospectus of the loan, and in connection with the payment of interest and the repayment of principal of the loan and with the withdrawing of bonds for redemption, not herein explicitly provided for, shall be left for arrangement by the Banks in consultation with the Chinese Minister in London, Berlin, Paris, St. Petersburg and/or Tokio.

The Banks are hereby authorized to issue the prospectus of the loan as soon as possible after the signing of this Agreement, and the Chinese Government will instruct the Chinese Ministers in the various capitals named above to cooperate with the Banks in any matters requiring conjoint action and to sign when requested the prospectus of the loan.

Article XII.

All bonds, coupons and payments made and received in connection with the service of this loan shall be exempt from

all Chinese taxes and imposts during the currency of this loan.

Article XIII.

The price of this present loan or of any series thereof to the Chinese Government shall be the price of its issue to the public on the London market less a deduction by the Banks of six per cent (6%) of the nominal value of the bonds, the issue price in London to be not less than Ninety per cent (90%) securing to China a net price of not less than Eighty four per cent (84%) for the entire loan. The Banks shall be responsible for all expenses connected with the issue of the loan except the printing and/or engraving of the bonds.

It shall be left to the Banks to determine the most favorable moment for issue, and the Minister of Finance shall be notified in advance in order that the necessary instructions may be given to the Chinese Ministers abroad.

The Banks shall retain on deposit in Europe and/or Japan from the first proceeds of the loan a sufficient amount to meet the first half year's interest and the Banks' commission of 1/4% thereon, and the Chinese Government hereby authorizes the Banks to pay the said first half year's interest and commission from the funds so retained. At the same time the funds to be paid by the Provinces into the Banks in China for service of the loan as provided in Article VI of this Agreement shall accumulate during the six months covered by the first half year's interest so retained, and shall be held as a reserve fund to provide against any possible interruption of such payments by the Provinces, until the the suspension of the latter takes place under the provision of the said Article.

After deduction from the proceeds of the loan of an amount sufficient for the payment of the first coupon and for the repayment with accrued interest of any advances made by the Banks on account of this loan, and after provision has been made for items a, b, and c in terms of Article II of this Agreement, the balance of the net proceeds of the loan shall be placed to the credit of a "Chinese Government Reorganization Loan Account" with the Hongkong & Shanghai Banking Corporation, the Deutsch-Asiatische Bank, the Banque de l'Indo-Chine, the Russo-Asiatic Bank and the Yokohama Specie Bank, Limited, in London, Berlin, Paris, St. Petersburg or Yokohama, in instalments and on dates conforming to the conditions allowed by the prospectus to the subscribers to the loan.

Transfers of loan funds to China from the Banks in Europe and Japan shall be made through the Banks in China as nearly as possible in equal amounts from each of the Banks, the rates of exchange for each transfer from Europe or Japan being settled simultaneously with the transferring Banks on the same day. In the event of equal transfers being found to be impracticable a mutually satisfactory procedure for making the transfers above referred to shall be arranged between the Minister of Finance and/or the Banks.

Interest at the rate of three (3) per cent per annum shall be granted on the balance of loan funds held in London, Berlin, Paris, St. Petersburg or Yokohama: interest on the credit portion of the loan funds kept in China by the transferring Banks will be allowed at the Banks' rate for current accounts to be arranged.

Withdrawals of that portion of the loan proceeds held in the aforesaid Chinese Government Reorganization Loan Account in Europe or Japan shall be at the order of the Ministry of Finance subject to the provisions of Article XIV hereinafter. Transfers of loan funds to China shall be made in amounts to be arranged from time to time with the Banks but shall not exceed £ 500,000 in any one week, and funds so transferred shall be held by the transferring Banks in China until required for the purposes for which the loan is made, and withdrawn as hereinafter provided in Article XIV.

Article XIV.

The Chinese Government engages at once to put into effective operation an Accounts and Audit Department, under the Provisional Regulations Promulgated by a Presidential Order dated the 15th of November, 1912, and published in the Official Gazette of November 16th, 1912, copy and translation of which are hereto attached in annex H of this Agreement, subject to the understanding that any modifications which may be found necessary shall not impair their effect in regard to this loan.

The Chinese and foreign Directors of the Bureau of National Loans shall witness their approval of all requisitions for loan funds by their joint signatures thereon. Withdrawals of loan funds from the Banks shall be for amounts corresponding to the actual requirements of disbursements.

Cheques and/or orders upon the Banks for the withdrawal of loan funds shall be signed by a duly authorized representative of the Minister of Finance and shall be sent, together with the supporting requisitions duly signed as above, and the relative "orders to pay" (Fa k'uan ming-ling), to a representative of the Banks to be designated. The said representative of the Banks, after satisfying himself that the

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expenditure is in accordance with Article II of this Agreement and the Annexes therein referred to, shall forth-with countersign the cheque and return it to the Ministry of Finance for presentation to and payment by the Banks.

Should the said representative of the Banks be in doubt in respect to disbursements of loan funds which have been made, he shall be entitled to make enquiries of the foreign Director of the Bureau of National Loans and to call upon him for the production of receipts and vouchers for inspection.

Article XV.

In the event of any bond or bonds issued for this loan being lost, stolen or destroyed, the Bank or Banks concerned may notify the Ministry of Finance and the Chinese Ministers in London, Berlin, Paris, St. Petersburg or Tokio, as the case may be, who shall authorise the Bank or Banks concerned to insert an advertisement in the public newspapers stating that payment of such bond or bonds has been stopped; and to take such other steps as may appear advisable or necessary according to the laws or customs of the country concerned. Should any bond or bonds be destroyed, or should such lost or stolen bond or bonds not be recovered after a lapse of time to be fixed by the Banks, the Chinese Ministers in London, Berlin, Paris, St. Petersburg or Tokio, as the case may be, shall execute a duplicate bond or duplicate bonds for a like amount and deliver the same to the Bank or Banks representing the owner or owners of such lost, stolen or destroyed bond or bonds, which Bank or Banks shall pay all expenses in connection with such delivery and execution of such duplicate bond or bonds for the account of the owner or owners of such bond or bonds.

Article XVI.

If before the publication of the prospectus for the issue of this loan any political or financial crisis should occur affecting the money markets or the prices of Chinese Government securities in such manner or to such degree as in the opinion of the Banks will render impossible the successful flotation and issue of this loan on the terms herein named, the Banks shall be granted a period of six months from the date on which this Agreement shall be signed within which to issue the loan to the public. If on the expiration of this period the markets are still unfavourable, then the Banks shall be entitled to ask the Chinese Government for extension of time. If the Chinese Government should refuse to grant the extension of time requested, this contract shall become null and void, subject always to the repayment to the Banks with accrued interest of any advances which may have been made by them on account of this loan. If this loan shall be issued in series under Article I hereof, the provisions of this clause shall, mutatis mutandis, apply to the issue of each series of the loan.

Article XVII.

In the event of the Chinese Government desiring to issue further loans secured upon the revenues of the Salt Administration or to issue supplementary loans for purposes of the nature of those specified in Article II of this Agreement, the Chinese Government will give to the Banks the option of undertaking such loans on a commission basis of six per cent (6%) of the nominal value of the bonds as provided in Article XIII of this Agreement.

The Chinese Government further undertakes that for a period of six months after the complete issue of this present loan and payment of the last instalment thereof in terms of

the prospectus it will not proceed to the issue of any other Government loan or loan having a Government guarantee concluded later than April 10th, 1913, without the previous agreement of the Banks.

Article XVIII.

The Hongkong & Shanghai Banking Corporation, the Deutsch-Asiatische Bank, the Banque de l'Indo-Chine, the Russo-Asiatic Bank and the Yokohama Specie Bank, Limited, shall take the loan in equal shares and without responsibility for each other.

Article XIX.

The Hongkong & Shanghai Banking Corporation, the Deutsch-Asiatische Bank, the Banque de l'Indo-Chine, the Russo-Asiatic Bank and the Yokohama Specie Bank, Limited, may, subject to all their obligations under this Agreement, transfer or delegate all or any of their rights, powers and discretions thereunder to any British, German, French, Russian or Japanese Company, Directors or Agents with power of further transfer and subdelegation: such transfer, sub-transfer, delegation or sub-delegation to be subject, however, to the approval of the Chinese Government.

Article XX.

This Agreement is signed on behalf of the Chinese Government by the Premier, the Minister of Foreign Affairs and the Minister of Finance under authority of a Presidential Order dated the twenty second day of April, 1913, which has been officially communicated to the Ministers in Peking of Great Britain, Germany, France, Russia and Japan by the Wai Chiao Pu.

Article XXI.

Eight sets of this Agreement are executed in English and Chinese, three sets to be retained by the Chinese Government

and five sets by the Banks. In the event of any doubt arising regarding the interpretation of this Agreement the English text shall rule.

Signed at Peking this twenty sixth day of April 1913.

Signed by:

Seal of:

CHAO PING-CHÜN

Premier.

LU CHENG-HSIANG

*Minister
of
Foreign Affairs.*

CHOU HSÜEH-HSI

*Minister
of
Finance.*

For THE HONGKONG and SHANGHAI BANKING CORPORATION,

E. G. HILLIER

Agent.

For the DEUTSCH-ASIATISCHE BANK,

H. CCRDES.

BANQUE DE L'INDO-CHINE,

HENRRY MAZOT. R. SAINT PIERRE.

RUSSO-ASIATIC BANK,

L. DE HOYER.

For the YOKOHAMA SPECIE BANK,

M. ODAGIRI.

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