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中國約章彙編

第一 部

中 美 部 分

TREATIES, CONVENTIONS, AGREEMENTS,
EXCHANGES OF NOTES, ETC.,
BETWEEN CHINA AND FOREIGN POWERS.

Part I.

CHINA AND THE UNITED STATES OF AMERICA.

Published by

The Treaty Department of the Waichiaopu.

1927.



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序

民國初年本部曾有前清歷朝條約之輯越五年總稅務司又刊行所集中外條約都二大冊以華洋文對照排印體例視前益備然於我國約章惜仍未能廣爲搜羅而坊間私人刊本亦多挂漏且大都單印一國文字是以欲細查約文者動須旁徵他書方得其詳閱者病壽本部條約司有見於此久思刊一完善之本自民國十年五月即着手搜集我國歷來所訂各項條約公約等類編訂既竟因亟付之剞劂編內各約胥倣總稅務司刊行之本以華洋文排列付印惟於兼用滿蒙回文字之少數條約則以此等文字知者較尠暫付闕如但刊他文中外交約率以洋文爲主今改用華洋文合刊互相對照明確詳盡其有裨於詮釋條約者當不無小補也本編分別部第以國爲經而依各國國名英文字母先後爲序每部分帙又視各國條約數目多寡爲衡其遇約少不能自成一部者則改以數國併爲一部故國名次序間有參差至我國與一國以上所訂之條約公約等則附諸編末並爲參考便利起見各項條約公約以及重要合同章程等不分有效無效皆一律依年月順序編入各約關連文件仍附刊正文之後其名稱之華洋文互異者亦各

仍原文之舊以存其真又條約除特別聲明外大抵自互換後發生效力本編因於每約標題之下多註明換約年月或附入換約憑據以便檢查本部撰訂斯編或採集部中官書原本或臨時轉詢京外各官署旁徵博採不遺餘力然挂一漏萬恐仍在所難免嗣後當再廣爲搜羅補纂遺佚於再版時加入俾成完璧書成特弁數語用誌緣起分任編輯搜集之責者爲任君起莘蘇君希洵張君啟葛君祖熿焦君繼宗許君念曾彭君虞卿例得書名

中華民國十六年十一月外交部條約司

P R E F A C E .

In the first year of the Republic (1912) this Ministry published a collection in Chinese of the treaties and conventions etc. concluded between China and other States during the Ch'ing (Manchu) dynasty. Five years later, the Inspectorate General of Maritime Customs brought out a second and fuller edition of its collection of China's treaties in two bulky volumes, with both the Chinese and foreign texts. Unfortunately, these compilations as well as others published by private individuals either do not comprise the entire series of treaties and conventions etc. concluded up to the present or print the treaty texts in one language only. Consequently one has often to consult other source books in order to obtain the desired information. With a view to supplying the foregoing deficiencies, it has been the endeavour of the Treaty Department of this Ministry ever since its inauguration in May 1921 to prepare a compilation, as complete as possible, of all the treaties and conventions etc. concluded by China and other States up to date. The present collection is the result.

The excellent arrangement of the Inspectorate General of Maritime Customs in printing the Chinese and foreign texts side by side is adopted, except that the text of languages less familiar to the general reading public—e. g. the Manchu, Mongol and Arabic—is omitted. Since it is frequently provided in the treaties and conventions etc. that the foreign text shall be authoritative, the inclusion of all original texts in the present collection will aid in the task of intelligent and precise treaty interpretation.

The present collection will be divided into parts according to the alphabetical order of the English names of the countries concerned. Each part will comprise one or more volumes, depending upon the number of treaties of the particular country. Should the treaties, however, of any country be insufficient to constitute a separate volume of uniform size with that of the others, the treaties of several countries together will be grouped into one volume, in which case the alphabetical order of the countries may be interrupted. On the other hand, multilateral treaties and conventions concluded between China and more than one foreign State will be grouped together at the end of this collection.

In order to facilitate the task of reference the treaties and conventions as well as important contracts and regulations are printed chronologically, irrespective of whether or not they are still in force, together with their related

documents and original designations, such designations being often different in the Chinese and foreign texts. Unless otherwise provided or indicated, most of the treaties entered into effect upon the exchange of ratifications. The date of exchange of ratifications will therefore be found under the name of the treaty concerned, accompanied sometimes by the instrument of ratification.

The treaties and conventions etc. included in the present collection have been compiled from the original records of this Ministry or checked with the records of other Central and Local Government institutions. It is, however, possible that the present collection is nevertheless not entirely exhaustive, despite all efforts to the contrary. Further investigations will therefore be made to supply in the next edition any documents which may be obtained during the interval of the two editions.

The following assistants deserve special mention for their share in the compilation of the present collection :—Jen Ki-sin, Su Hsi-hsun, Chang T'ao, Ke Tsu-ku'ang, Chiao Chi-tsung, Hsu Nien-tseug and Peng-Yuking.

Peking, November 1927.

**The Treaty Department
Ministry for Foreign Affairs.**

P R E F A C E :

En l'an I de la République (1912), ce Ministère avait publié un recueil en chinois des traités et conventions etc. conclus sous la dynastie des Ching (Mandchoue) entre la Chine et les autres pays: Cinq ans plus tard, l'Administration Générale des Douanes Maritimes fit paraître en deux gros volumes une deuxième édition plus complète de son Recueil des traités de la Chine, contenant leurs textes chinois et étrangers. Malheureusement, ces publications ainsi que d'autres faites par des particuliers, ne comprennent pas l'ensemble de tous les traités conclus par la Chine et généralement ne donnent que le texte des traités en une seule langue. Ainsi l'on doit souvent consulter plusieurs ouvrages avant d'obtenir les renseignements désirés.

Pour combler ces lacunes, le Département des Traités de ce Ministère a entrepris dès sa création en mai 1921 de faire une compilation aussi complète que possible de tous les traités, conventions etc. conclus jusqu'à présent par la Chine. Le présent Recueil en est le résultat.

L'excellente méthode de l'Administration Générale des Douanes Maritimes qui consistait à imprimer côte à côte sur la même page les textes chinois et étrangers a été adoptée dans le présent Recueil, mais les rares textes en mandchou, mongol et arabe, langues relativement moins connues du public, n'y sont pas reproduits. Comme il est fréquemment stipulé dans les traités de la Chine que le texte étranger fera foi, l'insertion de tous les textes, en permettant de les comparer d'une manière immédiate et précise, rendra donc plus aisée la tâche de l'interprétation des traités.

Le présent Recueil se divise en parties qui se suivront dans l'ordre alphabétique du nom en anglais des pays ayant des traités avec la Chine. Chaque partie constituera un ou plusieurs volumes selon le nombre des traités conclus avec le pays auquel elle sera consacrée. Néanmoins, si les traités d'un pays déterminé ne sont pas assez nombreux pour former un volume séparé du même format que les autres, ceux de plusieurs pays seront réunis en un seul volume et dans ce cas, l'ordre alphabétique suivi devra être interrompu. Les traités et conventions multilatéraux conclus par la Chine avec plus d'un pays étranger seront tous placés à la fin de ce Recueil.

Afin de faciliter les recherches, les traités et conventions aussi bien que les contrats et règlements importants, qu'ils soient ou non en vigueur, seront

dans chaque partie imprimés chronologiquement avec leurs documents connexes et leurs dénominations originales, dénominations qui sont quelques fois différentes dans les textes chinois et étrangers. Sauf stipulation contraire, la plupart des traités sont entrés en vigueur à l'échange des ratifications. La date de l'échange des ratifications sera donc souvent indiquée sous le nom du traité correspondant. Parfois l'instrument de ratification y figurera également.

Les traités et conventions etc. compris dans le présent Recueil ont été compilés d'après les originaux que possède ce Ministère ou les archives d'autres institutions gouvernementales centrales et locales. Il est cependant possible que le présent Recueil malgré les plus inlassables efforts ne puisse être tout à fait complet. Aussi des recherches complémentaires seront-elles effectuées et les documents qui pourraient encore être obtenus publiés dans la prochaine édition.

Les personnes suivantes méritent une mention spéciale pour la part qu'elles ont prise à la préparation de ce Recueil : M. M. Jen Ki Sin, Su Hsi-hsun, Chang Tao, Ko Tsu Kang, Dsiao Gi-Dsung, Hsu Nientsong et Peng Yu-king.

Pékin, Novembre 1927,

**Le Département des Traités
Ministère des Affaires Étrangères.**

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	(二)通商進口稅則善後章程		中文	三四〇至三八八
	(三)通商進口稅則補約換約		中英文	三八九至三九一
	憑據	一九二一年十一月五日	英文	三九二
第二十九號	開採四川石油鑛合同	一九二二年十月三十一日	中英文	三九三至三九六

IX

號 數	約 名	年 月	文 字	頁 數
第三十號	創辦四川石油合同.....	一九二二年十一月三日.....	中英文.....	三九七至四〇三
第三十一號	建築山東利津縣宮家漫口工程 合同.....	一九二二年十一月二十日.....	中英文.....	四〇四至四一一



(津)

ARTICLE II.

Citizens of the United States resorting to China for the purpose of commerce will pay the duties of import and export prescribed by the Tariff which is fixed by and made a part of this Treaty. They shall in no case be subject to other or higher duties than are or shall be required of the people of any other nation whatever. Fees and charges of every sort are wholly abolished; and officers of the revenue who may be guilty of exaction shall be punished according to the laws of China. If the Chinese Government desire to modify in any respect the said Tariff, such modifications shall be made only in consultation with Consuls or other functionaries thereto duly authorised in behalf of the United States, and with consent thereof. And if additional advantages or privileges of whatever description be conceded hereafter by China to any other nation, the United States and the citizens thereof shall be entitled thereupon to a complete, equal, and impartial participation in the same.

應一體均沾用昭平允

合衆國領事等官議允如另有利益及於各國合衆國民人

胥役需索中國照例治罪倘中國日後欲將稅例更變須與

照現定例冊不得多於各國一切規費全行革除如有海關

一合衆國來中國貿易之民人所納出口入口貨物之稅餉俱

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ARTICLE III.

The citizens of the United States are permitted to frequent the five ports of Quanchow, Amoy, Fuchow, Ningpo, and Shanghai, and to reside with their families and trade there, and to proceed at pleasure with their vessels and merchandise to or from any Foreign port and either of the said five ports, and from either of said five ports to any other of them; but said vessels shall not unlawfully enter the other ports of China, nor carry on a clandestine and fraudulent trade along the coasts thereof; and any vessel belonging to a citizen of the United States which violates this provision shall, with

又不得與沿海奸民私相交易如有

外不得有一船駛入別港擅自遊弋

貨物互相往來俱聽其便但五港口

口居住貿易其五港口之船隻裝載

赴廣州福州廈門寧波上海共五港

一嗣後合衆國民人俱准其挈帶家眷

her cargo, be subject to confiscation to the Chinese Government.

違犯此條者應令禁現定條將例船貨物俱歸入中國官

ARTICLE IV.

For the superintendence and regulation of the concerns of citizens of the United States doing business at the said five ports, the Government of the United States may appoint Consuls or other officers at the same, who shall be duly recognised as such by the officers of the Chinese Government, and shall hold official intercourse and correspondence with the latter, either personal or in writing, as occasion may require, on terms of equality and reciprocal respect. If disrespectfully treated or aggrieved in any way by the local authorities, the said officers, on the one hand, shall have the right to make representation of the same to the superior officers of the Chinese Government, who will see that full inquiry and strict justice be had in the premises; and on the other hand, the said Consuls will carefully avoid all acts of unnecessary offence to or collision with the officers and people of China.

一合衆國民人既准赴五港口貿易應須各設領事等官管理本國民人事宜中國地方官應加款接遇有交涉事件或公文往來或會晤面商務須兩得其平如地方官有欺藐該領事各官等情准該領事等將委曲申訴中國大憲秉公查辦但該領事等官亦不得率意任性致與中國官民動多牴牾

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ARTICLE V.

At each of the said five ports citizens of the United States lawfully engaged in commerce shall be permitted to import from their own or any other ports into China, and sell there, and purchase therein and export to their own or any other ports, all manner of merchandise of which the importation or exportation is not prohibited by this Treaty, paying the duties thereon which are prescribed by the Tariff herein-before established, and no other charges whatever.

一合衆國民人在五港口貿易除中國例禁不准攜帶進口出口之貨物外其餘各項貨物均准其由本國或別國販運進口售賣並准其將中國貨物販運出口赴本國或別國售賣均照現定條例納餉不得另有別項規費

ARTICLE VI.

Whenever any merchant vessel belonging to the United States shall enter either of the five said ports for trade, her papers shall be lodged with the Consul or person charged with affairs, who will report the same to the Commissioner of Customs, and tonnage duty shall be paid on said vessel at the rate of five mace per ton if she be over one hundred and fifty tons burthen, and one mace per ton if she be of the burthen of one hundred and fifty tons or under, according to the amount of her tonnage as specified in the register; said payment to be in full of the former charges of measurement and other fees, which are wholly abolished. And if any vessel which, having anchored at one of the said ports and there paid tonnage duty, shall have occasion to go to any other of the said ports to complete the disposal of her cargo, the Consul or person charged with affairs will report the same to the Commissioner of Customs, who on the departure of the said vessel shall note in the port clearance that the tonnage duties have been paid, and report the same to the other Custom Houses; in which case the said vessel on entering another port will only pay duty there on her cargo, but shall not be subject to the payment of tonnage duty a second time.

一 凡合衆國船隻赴五港口貿易者均由領事等官查驗船牌報明海關按所載噸數
 輸納船鈔計所載貨物在一百五十噸以上者每噸納鈔銀五錢不及一百五十噸
 者每噸納鈔銀一錢所有以前丈量及各項規費全行裁革或有船隻進口已在本
 港海關納完鈔銀因貨未全銷復載往別口轉售者領事等官報明海關於該船出
 口時將鈔已納完之處在紅牌內註明並行文別口海關查照俟該船進別口時止
 納貨稅不輸船鈔以免重徵

ARTICLE VII.

No tonnage duty shall be required on boats belonging to the citizens of the United States employed in the conveyance of passengers, baggage, letters, and articles of provision, or others not subject to duty, to or from any of the

一 凡合衆國民
 人在各港口
 以本國三板
 等船附搭客
 商運帶行李
 書信及例不
 納稅之零星
 食物者其船

five ports. All cargo-boats, however, conveying merchandise subject to duty shall pay the regular tonnage duty of one mace per ton, provided they belong to citizens of the United States, but not if they are hired by them from subjects of China.

隻均不須輪納船
鈔外若載有貨物
即應接不及一百
五十噸之數每噸
納銀一錢若雇用
內地艇隻不在按
噸納鈔之例

ARTICLE VIII.

Citizens of the United States for their vessels bound in shall be allowed to engage pilots, who will report said vessels at the passes and take them in port; and when the lawful duties have all been paid, they may engage pilots to leave port. It shall also be lawful for them to hire at pleasure servants, compradors, linguists, and writers, and passage, or cargo boats, and to employ labourers, seamen, and persons for whatever necessary service, for a reasonable compensation to be agreed on by the parties or settled by application to the Consular officer of their Government, without interference on the part of the local officers of the Chinese Government.

一凡合衆國民人貿易船隻進口准其自
雇引水赴關隘處所報明帶進俟稅鈔
全完仍令引水隨時帶出其雇員跟隨
買辦及延請通事書手雇用內地艇隻
搬運貨物附載客商或添雇工匠斷役
水手人等均屬事所必需例所不禁應
各聽其便所有工價若干由該商民等
自行定議或請各領事官酌辦中國地
方官勿庸經理

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ARTICLE IX.

Whenever merchant vessels belonging to the United States shall have entered port, the Superintendent of Customs will, if he see fit, appoint Custom House officers to guard said vessel, who may live on board the ship or their own boats, at their convenience; but provision for the subsistence of said officers shall be made by the Superintendent of Customs, and they shall not be entitled to any allowance from the vessels or owner thereof, and they shall be subject to suitable punishment for any exaction practised by them in violation of this regulation.

一合衆國貿易船隻到口一經引水帶
進卽由海關酌派安役隨船管押該
役或搭坐商船或自僱艇隻隨同行
走均聽其便其所需用由海關按
日給銀不得需索商船絲毫規費違
者計贓科罪

ARTICLE X.

Whenever a merchant vessel belonging to the United States shall cast anchor in either of said ports, the supercargo, master, or consignee will, within forty-eight hours, deposit the ship's papers in the hands of the Consul or person charged with affairs of the United States, who will cause to be communicated to the Superintendent of Customs a true report of the name and tonnage of such vessel, the names of her men, and of the cargo on board, which being done, the Superintendent will give a permit for the discharge of her cargo; and the master, supercargo, or consignee, if he proceed to discharge the cargo without such permit, shall incur a fine of five hundred dollars, and the goods so discharged without a permit shall be subject to forfeiture to the Chinese Government. But if the master of any vessel in port desire to discharge a part only of the cargo, it shall be lawful for him to do so, paying duties on such part only, and to proceed with the remainder to any other ports; or if the master so desire, he may, within forty-eight hours after the arrival of the vessel, but not later, decide to depart without breaking bulk, in which case he will not be subject to pay tonnage or other duties or charges until on his arrival at another port he shall proceed to discharge cargo, when he will pay the duties on vessel and cargo according to law; and the tonnage duties shall be held due after the expiration of said forty-eight hours.

ARTICLE XI.

The Superintendent of Customs, in order to the collection of the proper duties, will, on application made to him through the Consul,

一合衆國商船進口或船主或貨主或代辦商人限二日之內將船牌貨單等件呈遞本國領事等官存貯該領事即將船名人名及所載噸數貨色詳細開明照會海關方准領取牌照開艙起貨倘有未領牌照之先擅行起貨者即罰洋銀五百大圓並將擅行卸運之貨一概歸中國入官或有商船進口止起一分貨物者按其所起一分之貨輸納稅餉未起之貨均准其載往別口售賣倘有進口並未開艙即欲他往者限二日之內即行出口不得停留亦不徵收稅餉船鈔均俟到別口發售再行照例輸納進口貨船已逾二日之限即須收納船鈔仍由海關填發紅牌知照別口以免重徵

一合衆國商船販貨進口出口均將起貨日

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appoint suitable officers, who shall proceed, in the presence of the captain, supercargo, or consignee, to make a just and fair examination of all goods in the act of being discharged for importation or laden for exportation on board any merchant vessel of the United States.

And if dispute occur in regard to the value of goods subject to *ad valorem* duty, or in regard to the amount of tare, and the same cannot be satisfactorily arranged by the parties, the question may, within twenty-four hours, and not afterwards, be referred to the said Consul to adjust with the Superintendent of Customs.

ARTICLE XII.

Sets of standard balances, and also weights and measures, duly prepared, stamped, and sealed according to the standard of the Custom House of Canton, shall be delivered by the Superintendent of Customs to the Consuls of each of the five ports, to secure uniformity and prevent confusion in the measure and weight of merchandise.

ARTICLE XIII.

The tonnage duty on vessels belonging to citizens of the United States shall be paid on their being admitted to entry. Duties of import shall be paid on the discharge of the goods, and duties of export on the lading of the same. When all such duties shall have been paid, and not before, the Superintendent of Customs shall give a port clearance, and the Consul shall return the ship's papers, so that she may depart on her voyage. The duties shall be paid to the shroffs authorised by the Chinese Government to receive the same in its behalf.

期呈報領事等官由領事等官轉報海關
屆期派委官役限同該船主貨主或代辦
商人等秉公將貨物驗明以便按例徵稅
若內有估價定稅之貨或因議價高下不
等除皮多寡不齊致有辦論不能了結者
限該商於即日內稟報領事官俾得通知
海關會商酌奪若稟報稽遲即不為准理

一合衆國各口領事官
處應由中國海關發
給丈尺秤碼各一副
以備丈量長短權衡
輕重之用即照粵海
關部頒之式蓋戳
鑄字五口一律以免
參差滋弊

一合衆國商船進口後於領牌起貨
時應即將船鈔交清其進口貨物
於起貨時完稅出口貨物於下貨
時完稅統俟稅鈔全完海關給發
紅單由領事官驗明再行發還船
牌准該商船出口回國其完納稅
銀由中國官設銀號代納或以紋

Duties payable by merchants of the United States shall be received either in sycee silver or in foreign money, at the rate of exchange as ascertained by the regulations now in force; and imported goods, on their resale or transit in any part of the Empire, shall be subject to the imposition of no other duty than they are accustomed to pay at the date of this Treaty.

銀納餉或以洋銀折交
均照現定章程辦理其
進口貨物由中國商人
轉販內地者經過各關
均照舊例納稅不得另
有加增

ARTICLE XIV.

No goods on board any merchant vessel of the United States in port are to be transhipped to another vessel unless there be particular occasion therefor, in which case the Consul to the Superintendent of Customs, who may appoint officers to examine into the facts, and permit the transhipment; and if any goods be transhipped without such application, inquiry, and permit, they shall be subject to be forfeited to the Chinese Government.

一合衆國商船停泊口內不准
互相剝貨倘有必須剝過別
船者由該商呈報領事官報
明海關委員查驗明確方准
剝運倘不稟明候驗輒行剝
運者即將其剝運之貨一併
歸中國入官

ARTICLE XV.

The former limitation of the trade of Foreign nations to certain persons appointed at Canton by the Government, and commonly called hong merchants, having been abolished, citizens of the United States engaged in the purchase or sale of goods of import or export are admitted to trade with any and all subjects of China without distinction; they shall not be subject to any new limitations nor impeded in their business by monopolies or other injurious restrictions.

一各國通商舊例歸廣州官設
洋行經理現經議定將洋行
名目裁撤所有合衆國民人
販貨進口出口均准其自與
中國商民任便交易不加限
制以杜包攬把持之弊

ARTICLE XVI.

The Chinese Government will not hold itself responsible for any debts which may happen to be due

一中國
商人
遇有
拖欠
合衆
國人
債項
或誣

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from subjects of China to citizens of the United States, or for frauds committed by them, but citizens of the United States may seek redress in law; and on suitable representation being made to the Chinese local authorities through the Consul, they will cause due examination in the premises, and take all proper steps to compel satisfaction. But in case the debtor be dead, or without property, or have absconded, the creditor cannot be indemnified according to the old system of the *cohong* so called. And if citizens of the United States be indebted to subjects of China, the latter may seek redress in the same way through the Consul, but without any responsibility for the debt on the part of the United States.

ARTICLE XVII.

Citizens of the United States residing or sojourning at any of the ports open to Foreign commerce shall enjoy all proper accommodation in obtaining houses and places of business, or in hiring sites from the inhabitants on which to construct houses and places of business, and also hospitals, churches, and cemeteries. The local authorities of the two Governments shall select in concert the sites for the foregoing objects, having due regard to the feelings of the people in the location thereof; and the parties interested will fix the rent by mutual agreement, the proprietors on the one hand not demanding any exorbitant price, nor the merchants on the other unreasonably insisting on particular spots, but each conducting with justice and moderation; and any desecration of said cemeteries by subjects of China shall be severely punished according to law.

驅財物聽合衆國人自向討取不能官爲保償
若控告到官中國地方官接到領事官照會即
應秉公查明催追還欠倫欠債之人實已身亡
產絕誣騙之犯實已逃匿無踪合衆國人不得
執洋行代賠之舊例呈請着賠若合衆國人有
拖欠誣騙華商財物之事仿照此例辦理領事
官亦不保償

一合衆國民人在五港口貿易或久居或暫住均准其租
賃民房或租地自行建樓並設立醫館禮拜堂及殯葬
之處必須由中國地方官會同領事等官體察民情擇
定地基聽合衆國人與內民公平議定租息內民不得
擡價措勒遠人勿許強租硬占務須各出情願以昭公
允倘墳墓或被中國人毀掘中國地方官嚴拏照例

At the places of anchorage of the vessels of the United States, the citizens of the United States, merchants, seamen, or others sojourning there may pass and repass in the immediate neighbourhood; but they shall not at their pleasure make excursions into the country among the villages at large, nor shall they repair to public marts for the purpose of disposing of goods unlawfully and in fraud of the revenue.

And in order to the preservation of the public peace, the local officers of Government at each of the five ports shall, in concert with the Consuls, define the limits beyond which it shall not be lawful for a citizen of the United States to go.

ARTICLE XVIII.

It shall be lawful for officers or citizens of the United States to employ scholars and people of any part of China, without distinction of persons, to teach any of the languages of the Empire, and to assist in literary labours, and the persons so employed shall not for that cause be subject to any injury on the part either of the Government or of individuals; and it shall in like manner be lawful for citizens of the United States to purchase all manner of books in China.

ARTICLE XIX.

All citizens of the United States in China peaceably attending to their affairs, being placed on a common footing of amity and goodwill with subjects of China, shall receive and enjoy, for themselves and everything appertaining to them, the special protection of the local authorities of Governments,

治罪其合衆國人泊船寄居處所商民水手

人等止准在近地行走不准遠赴內地鄉村

任意閒遊尤不得赴市鎮私行貿易應由五

港口地方官各就民情地勢與領事官議定

界址不許躐越以期永久彼此相安

一准合衆國官民延請中國各

方士民人等教習各方語音

並幫辦文墨事件不論所延

請者係何等樣人中國地方

官民等均不得稍有阻撓陷

害等情並准其採買中國各

項書籍

一嗣後合衆國民人

在中國安分貿易

與中國民人互相

友愛地方官自必

時加保護令其身

who shall defend them from all insult or injury of any sort on the part of the Chinese.

If their dwellings or their property be threatened or attacked by mobs, incendiaries, or other violent or lawless persons, the local officers, on requisition of the Consul, will immediately despatch a military force to disperse the rioters, and will apprehend the guilty individuals and punish them with the utmost rigour of the law.

搶匪徒按例嚴辦
 派撥兵役彈壓查拏併將焚
 物領事官速即報明地方官
 逞兇放火焚燒洋樓掠奪財
 凌騷擾偷有內地不法匪徒
 家全安並查禁匪徒不得欺

ARTICLE XX.

Citizens of the United States who may have imported merchandise into any of the free ports of China, and paid the duty thereon, if they desire to re-export the same in part or in whole to any other of the said ports, shall be entitled to make application, through their Consul, to the Superintendent of Customs, who, in order to prevent frauds on the revenue, shall cause examination to be made by suitable officers to see that the duties paid on such goods entered on the Custom House books correspond with the representation made, and that the goods remain with their original marks unchanged and shall then make a memorandum in the port clearance of the goods and the amount of duties paid on the same, and deliver the same to the merchant, and shall also certify the facts to the officers of Customs of the other ports.

All which being done, on the arrival in port of the vessel in which the goods are laden, and everything being found on examination there to correspond, she shall be permitted to break bulk and land the said goods without being subject to the payment of any additional duty thereon.

牌照發該商收執一面行文別口海關查照俟該船進口查驗符合即
 包原貨並無拆動抽換情弊即將某貨若干担已完稅若干之處填入
 售賣者稟明領事官轉報海關檢查貨稅底簿相符委員驗明實係原

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一合衆國民人運貨進口既經納清稅餉偷有欲將已卸之貨運往別口

But if on such examination the Superintendent of Customs shall detect any fraud on the revenue in the case, then the goods shall be subject to forfeiture and confiscation to the Chinese Government.

ARTICLE XXI.

Subjects of China who may be guilty of any criminal act towards citizens of the United States shall be arrested and punished by the Chinese authorities according to the laws of China, and citizens of the United States who may commit any crime in China shall be subject to be tried and punished only by the Consul or other public functionary of the United States thereto authorised according to the laws of the United States; and in order to the prevention of all controversy and disaffection, justice shall be equitably and impartially administered on both sides.

ARTICLE XXII.

Relations of peace and amity between the United States and China being established by this Treaty, and the vessels of the United States being admitted to trade freely to and from the five ports of China open to Foreign commerce, it is further agreed that in case at any time hereafter China should be at war with any Foreign nation whatever, and should for that cause exclude such nation from entering her ports, still the vessels of the United States shall not the less continue to pursue their commerce in freedom and security, and to transport goods to and from the ports of the belligerent parties, full respect being paid to the neutrality of the flag of the United States: Provided

准開輪出售
免其重納稅
餉若有影射
夾帶情事經
海關查出罰
貨入官

一嗣後中國人與合衆國民人有爭
關詞訟交涉事件中國人由中國
地方官捉拏審訊照中國例治罪合
衆國民人由領事等官捉拏審訊照
本國例治罪但須兩得其平秉公斷
結不得各存偏護致啟爭端

一合衆國現與中國訂明和好五處港口聽
其船隻往來貿易倘日後另有別國與中
國不和中國止應禁阻不和之國不准來
五口交易其合衆國人自往別國貿易或
販運其國之貨物前來五口中國應認明
合衆國旗號便准入港惟合衆國商船不

that the said flag shall not protect vessels engaged in the importation of officers or soldiers in the enemy's service, nor shall said flag be fraudulently used to enable the enemy's ships with their cargoes to enter the ports of China; but all such vessels so offending shall be subject to forfeiture and confiscation to the Chinese Government.

ARTICLE XXIII.

The Consuls of the United States at each of the five ports open to Foreign trade shall make annually to the respective Governors-General thereof a detailed report of the number of vessels belonging to the United States which have entered and left said ports during the year, and of the amount and value of goods imported or exported in said vessels, for transmission to and inspection of the Board of Revenue.

ARTICLE XXIV.

If citizens of the United States have special occasion to address any communication to the Chinese local officers of Government, they shall submit the same to their Consul or other officer to determine if the language be proper and respectful, and the matter just and right; in which event he shall transmit the same to the appropriate authorities for their consideration and action in the premises. In like manner, if subjects of China have special occasion to address the Consul of the United States, they shall submit the communication to the local authorities of their own Government to determine if the language be respectful and proper, and the matter just and right; in which case the said authorities will transmit the

得私帶別國一兵進口

及聽受別國商人賄囑

換給旗號代為運貨入

口貿易倘有犯此禁令

聽中國查出拏辦

第一條 中美五口貿易章程 道光二十四年

一每屆中國年終分駐五

港口各領事官應將合

衆國一年出入口船隻

貨物數目及估定價值

詳細開報各本省總督

轉咨戶部以憑查驗

一合衆國民人因有要事向中國地方官辦訴

先稟明領事等官查明稟內字句明順事在

情理者即為轉行地方官查辦中國商民因

有要事向領事等官辨訴先稟明地方官查

明稟內字句明順事在情理者即為轉行領

same to the Consul or other functionary for his consideration and action in the premises. And if controversies arise between citizens of the United States and subjects of China which cannot be amicably settled otherwise, the same shall be examined and decided conformably to justice and equity by the public officers of the two nations acting in conjunction.

公議察奪
者即須兩國官員查明
相爭不能以和平調處
國人與合衆國人因事

事等官查辦倘遇有中

ARTICLE XXV.

All questions in regard to rights, whether of property or person, arising between citizens of the United States in China shall be subject to the jurisdiction of and regulated by the authorities of their own Government; and all controversies occurring in China between the citizens of the United States and the subjects of any other Government shall be regulated by the Treaties existing between the United States and such Governments respectively, without interference on the part of China.

一合衆國民人在中國各港口自
因財產涉訟由本國領事等官
訊明辦理若合衆國民人在中
國與別國貿易之人因事爭論
者應聽兩造查照各本國所立
條約辦理中國官員均不得過
問

ARTICLE XXVI.

Merchant vessels of the United States lying in the waters of the five ports of China open to Foreign commerce will be under the jurisdiction of the officers of their own Government, who, with the masters and owners thereof, will manage the same, without control on the part of China. For injuries done to the citizens or the commerce of the United States by any Foreign power, the Chinese Government will not hold itself bound to make reparation.

一合衆國貿易船隻進中國五
港口灣泊仍歸各領事等官
督同船主人等經營中國無
從統轄倘遇有外洋別國凌
害合衆國貿易民人中國不

But if the merchant vessels of the United States, while within the waters over which the Chinese Government exercise jurisdiction, be plundered by robbers or pirates, then the Chinese local authorities, civil and military, on receiving information thereof, will arrest the said robbers or pirates and punish them according to law, and will cause all the property which can be recovered to be placed in the hands of the nearest Consul or other officer of the United States, to be by him restored to the true owner; but if, by reason of the extent of territory and numerous population of China, it should in any case happen that the robbers cannot be apprehended or the property only in part recovered, then the law will take its course in regard to the local authorities, but the Chinese Government will not make indemnity for the goods lost.

ARTICLE XXVII.

If any vessel of the United States shall be wrecked or stranded on the coast of China, and be subjected to plunder or other damage, the proper officers of Government, on receiving information of the fact, will immediately adopt measures for their relief and security, and the persons on board shall receive friendly treatment and be enabled to repair at once to the most convenient of the five ports, and shall enjoy all facilities for obtaining supplies of provisions and water; and if a vessel shall be forced to take refuge in any port other than one of the free ports, then in like manner the persons on board shall receive friendly treatment and the means of safety and security.

能代為報復若合衆國商船在中國所轄內洋被盜搶劫者中國地方文武官一經聞報即須嚴拏強盜照例治罪

起獲原贓無論多少均交近地領事等官全付本人收回

但中國地廣人稠萬一正盜不能緝獲或有盜無贓及起

贓不全中國地方官例有處分不能賠還贓物

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一合衆國貿易船隻若在中國洋面遭風觸

礁擱淺遇盜致有損壞沿海地方官查知

即應設法拯救酌加撫卹俾得駛至本港

口修整一切採買米糧汲取淡水均不得

稍為禁阻如該商船在外洋損壞漂至中

國沿海地方者經官查明亦應一體撫卹

妥為辦理

ARTICLE XXVIII.

Citizens of the United States, their vessels and property, shall not be subject to any embargo, nor shall they be seized or forcibly detained for any pretence of the public service; but they shall be suffered to prosecute their commerce in quiet, and without molestation or embarrassment.

一合衆國民人貿易
船隻財物在中國
五港口者地方官
均不得強取威脅
如封船公用等事
應聽其安生貿易
免致苦累

ARTICLE XXIX.

The local authorities of the Chinese Government will cause to be apprehended all mutineers or deserters from on board the vessels of the United States in China, and will deliver them up to the Consuls or other officers for punishment.

And if criminals, subjects of China, take refuge in the houses or on board the vessels of citizens of the United States, they shall not be harboured or concealed, but shall be delivered up to justice, on due requisition by the Chinese local officers addressed to those of the United States.

The merchants, seamen, and other citizens of the United States shall be under the superintendence of the appropriate officers of their Government.

If individuals of either nation commit acts of violence and disorder, use arms to the injury of others, or create disturbances endangering life, the officers of the two Governments will exert themselves to enforce order and to maintain the public peace by doing impartial justice in the premises.

一合衆國民人間有在船上不安本分離船逃走至內地避匿者中國
地方官即派役拏送領事等官治罪若有中國犯法民人逃至合衆
國人寓館及商船潛匿者中國地方官查出即行文領事等官拏
送回均不得稍有庇匿至合衆國商民水手人等均歸領事等官隨
時稽查約束倘兩國人有倚強滋事輕用火器傷人致釀鬪殺重案
兩國官員均應執法嚴辦不得稍有偏徇致令衆心不服

ARTICLE XXX.

The superior authorities of the United States and of China, in corresponding together, shall do so

一嗣後
中國
大臣
與合
衆國
大臣

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in terms of equality and in the form of mutual communication (*chau-huvi*). The Consuls and the local officers, civil and military, in corresponding together shall likewise employ the style and form of mutual communication (*chau-huvi*). When inferior officers of the Government address superior officers of the other, they shall do so in the style and form of memorial (*shin-chin*). Private individuals in addressing superior officers shall employ the style of petition (*pin-ching*). In no case shall any terms or style be suffered which shall be offensive or disrespectful to either party. And it is agreed that no presents under any pretext or form whatever shall ever be demanded of the United States by China or of China by the United States.

徵索禮物

均不得欺藐不恭有傷公誼至兩國均不得互相

憲用申陳字樣若平民稟報官憲仍用稟呈字樣

與中國地方官公文往來亦用照會字樣申報大

公文往來應照平行之禮用照會字樣領事等官

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ARTICLE XXXI.

Communications from the Government of the United States to the Court of China shall be transmitted through the medium of the Imperial Commissioner charged with the superintendence of the concerns of Foreign nations with China, or through the Governor-General of the Liang Kwang, that of Min and Chah, or that of Liang Kang.

奏

原書代

兩江總督等大臣將

欽差大臣或兩廣閩浙

外國事務之

朝廷者應由中國辦理

書遞達中國

一合衆國日後若有國

ARTICLE XXXII.

Whenever ships of war of the United States, in cruising for the protection of the commerce of their country, shall arrive at any of the ports of China, the commanders of said ships and the superior local authorities of Government shall hold intercourse together in terms

該處港口之文

師大員與中國

水師提督及水

口者其兵船之

易至中國各港

有兵船巡查買

一嗣後合衆國如

of equality and courtesy, in token of the friendly relation of their respective nations; and the said ships of war shall enjoy all suitable facilities on the part of the Chinese Government in the purchase of provisions, procuring water, and making repairs, if occasion require.

武大憲均以平行之禮相待以示和好之誼該船如有採買食物汲取淡水等項中國均不得禁阻如或兵船損壞亦准修補

ARTICLE XXXIII.

Citizens of the United States who shall attempt to trade clandestinely with such of the ports of China as are not open to Foreign commerce, or who shall trade in opium or any other contraband articles of merchandise, shall be subject to be dealt with by the Chinese Government, without being entitled to any countenance or protection from that of the United States; and the United States will take measures to prevent their flag from being abused by the subjects of other nations as a cover for the violation of the laws of the Empire.

一合衆國民人凡有擅自向別處不開關之港口私行貿易及走私漏稅或攜帶鴉片及別項違禁貨物至中國者聽中國地方官自行辦理治罪合衆國官民均不得稍有袒護若別國船隻冒充衆國旗號做不法貿易者合衆國自應設法禁止

ARTICLE XXXIV

When the present Convention shall have been definitively concluded, it shall be obligatory on both powers, and its provisions shall not be altered without grave cause; but inasmuch as the circumstances of the several ports of China open to Foreign commerce are different, experience may show that considerable modifications are requisite in those parts which relate to commerce and navigation; in which case the two Governments will, at the expiration of twelve years from the date of said Convention, treat amicably concerning the same, by the means of suitable persons appointed to conduct such negotiation.

一和約一經議定兩國各宜遵守不得輕有更改至各口情形不一所有貿易及海面各款恐不無稍有變通之處應俟十二年後兩國派員公平酌辦又和約既經批准後兩國官民人等均應恪遵至合衆國中各國均不得遣員到來另有異議以上關涉太平和好貿易海面各款條約應俟各大臣奏明大清大皇帝批准

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And when ratified, the Treaty shall be faithfully observed in all its parts by the United States and China, and by every citizen and subject of each; and no individual State of the United States can appoint or send a Minister to China to call in question the provisions of the same.

The present Treaty of peace, amity, and commerce shall be ratified and approved by the President of the United States, by and with the advice and consent of the Senate thereof, and by the August Sovereign of the Ta-Tsing Empire; and the ratifications shall be exchanged within eighteen months from the date of the signature thereof, or sooner if possible.

In faith thereof, we, the respective Plenipotentiaries of the United States of America and the Ta-Tsing Empire as aforesaid, have signed and sealed these presents.

Done at Wang-hea, this third day of July in the year of our Lord JESUS CHRIST one thousand eight hundred and forty-four, and of TAOU-KWANG, the twenty-fourth year, fifth month, and eighteenth day.

[L.S.] (Signed) C. CUSHING

Chinese Seal.

Chinese Signature.

大合衆國

大伯理璽天德既得各國選舉國會長公會大臣議定允肯批准限以十八個月即將

兩國

君上批准之條約互換若能早互換尤爲善美茲將現定條約先由

大清國

欽差大臣太子少保兩廣總督部堂總理五口通商善後事宜辦理外國事務宗室耆

大合衆國

欽差全權大臣駐中華顧聖 鈐蓋關防印信書名畫押以昭信據須至和約者

道光二十四年五月十八日即

Chinese Seal

我主耶穌基督理師督降生後紀年之一千八百四十四年七月初三日在望廈關防

[L.S.] (Signed) C. CUSHING.

Two Chinese Signatures.

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THE TARIFF OF DUTIES TO BE LEVIED ON IMPORTED AND
EXPORTED MERCHANDISE AT THE FIVE PORTS,

As fixed by and made a part of the Treaty of Wang-hea, 1844.

THE duties which it is agreed shall be paid upon goods imported and exported by the United States at the Custom Houses of Canton, Amoy, Foochow, Ningpo, and Shanghai are as follows, the articles being arranged in classes, viz. :—

EXPORTS.

ARTICLES OF MERCHANDISE.		Tael's.	Mace.	Candareens.
CLASS I. <i>Alum, Oils, etc.</i>				
Alum, <i>i.e.</i> white alum, formerly white alum and blue stone	per 100 catties	0	1	0
Aniseed oil, not formerly contained in the Tariff...	"	5	0	0
Cassia oil, not formerly contained in the Tariff ...	"	5	0	0
CLASS 2. <i>Tea, Spices, etc.</i>				
Tea, formerly divided into fine and native black, and fine and native green teas	per 100 catties	2	5	0
Aniseed, star	"	0	5	0
Musk	each catty	0	5	0
CLASS 3. <i>Drugs.</i>				
Capoor catchery... ..	per 100 catties	0	3	0
Camphor	"	1	5	0
Arsenic, under different Chinese names	"	0	7	5
Cassia	"	0	7	5
" buds, not formerly contained in the Tariff...	"	1	0	0
China-root	"	0	2	0
Cubeb's, not formerly in Tariff	"	1	5	0
Galangal	"	0	1	0
Hartall	"	0	5	0
Rhubarb	"	1	0	0
Turneric	"	0	2	0
CLASS 4. <i>Sundries.</i>				
Bangles, not formerly in Tariff	per 100 catties	0	5	0
Bamboo screens and bambooware	"	0	2	0
Corals, native, or false corals, not formerly in the Tariff... ..	"	0	5	0
Crackers and fireworks, formerly classed as rockets.	"	0	7	5

ARTICLES OF MERCHANDISE.		Tael.	Mace.	Candareens.
Fans (feather fans, etc.), not formerly in the Tariff	per 100 catties	1	0	0
Glass, glassware of all kinds, formerly classed as native crystalware	"	0	5	0
Glass beads or false pearls	"	0	5	0
Kittysols or paper umbrellas	"	0	5	0
Marble, marble slabs, not formerly in the Tariff ...	"	0	2	0
Rice-paper pictures	per 100 pictures	0	1	0
Paper fans	per 100 catties	0	5	0
Pearls (false), not formerly in the Tariff	"	0	5	0
CLASS 5.				
<i>Painters Stores, etc.</i>				
Brass-leaf	per 100 catties	1	5	0
Gamboge	"	2	0	0
Red lead	"	0	5	0
Glue, as fish glue, cow-hide glue, etc.	"	0	5	0
Paper, stationery	"	0	5	0
Tin-foil	"	0	5	0
Vermilion	"	3	0	0
Paintings (large paintings), formerly divided into large and small paintings	each	0	1	0
White lead	per 100 catties	0	2	5
CLASS 6.				
<i>Wares of various kinds.</i>				
Bone and horn ware	per 100 catties	1	0	0
Chinaware, fine and coarse, formerly classed as fine, native, coarse, and middling	"	0	5	0
Copperware and pewterware	"	0	5	0
Manufactures of wood, furniture, etc.	"	0	2	0
Ivoryware, all carved ivory work included, former- ly divided into ivory and ivory carvings	"	5	0	0
Lacquered-ware	"	1	0	0
Mother-of-pearl-ware	"	1	0	0
Rattanware, rattan and bamboo work	"	0	2	0
Sandalwood-ware	"	1	0	0
Gold and silver ware, formerly divided into gold- ware and silverware	"	10	0	0
Tortoiseshell-ware	"	10	0	0
Leather trunks and boxes	"	0	2	0
CLASS 7.				
<i>Canes, etc.</i>				
Canes or walking sticks of all kinds... ..	per 1,000 pieces	0	5	0
CLASS 8.				
<i>Articles of Clothing.</i>				
Wearing apparel, whether of cotton, woolen, or silk, formerly divided into cotton clothing,				

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ARTICLES OF MERCHANDISE.		Tals,	Mace.	Candareens.
woolen clothing, silk and satin clothing, and velvet	per 100 catties	0	5	0
Boots and shoes, whether of leather, satin, or otherwise	"	0	2	0
CLASS 9.				
<i>Fabrics of Hemp, etc.</i>				
Grasscloth, and all cloths of hemp or linen ...	per 100 catties	1	0	0
Nankeen, and all cloths of cotton, formerly not in the Tariff	"	1	0	0
CLASS 10.				
<i>Silk, Fabrics of Silk, etc.</i>				
Raw silk of any province	per 100 catties	10	0	0
Coarse or refuse silk	"	2	5	0
Organzine of all kinds	"	10	0	0
Silk ribbon and thread	"	10	0	0
Silk and satin fabrics of all kinds, as crape, lustrating, etc., etc., formerly classed as silk and satins	"	12	0	0
Silk and cotton mixed fabrics... ..	"	3	0	0
Heretofore a further charge per piece has been levied; the whole duty is now to be paid in one sum, and the further charge is abolished.				
CLASS 11.				
<i>Carpeting, Matting, etc.</i>				
Mats of all kinds, as of straw, rattan, bamboo, etc.	per 100 catties	0	2	0
CLASS 12.				
<i>Preserves, etc.</i>				
Preserved ginger and fruits of all kinds	per 100 catties	0	5	0
Soy... ..	"	0	4	0
Sugar, white and brown	"	0	2	5
" candy, all kinds... ..	"	0	3	5
Tobacco, prepared and unprepared, etc., of all kinds	"	0	2	0
CLASS 13.				
<i>Unenumerated Articles.</i>				
All articles which it has not been practicable to enumerate herein specifically are to be charged a duty of 5 per cent. <i>ad valorem.</i>				
CLASS 14.				
Gold and silver coin, and gold and silver. Duty free.				
CLASS 15.				
Bricks, tiles, and building materials. Duty free.				

IMPORTS.

ARTICLES OF MERCHANDISE.	—	Tael.	Mace,	Candareens,
CLASS I.				
<i>Wax, Saltpetre, etc.</i>				
Wax, foreign, as beeswax, also called tile wax ...	per 100 cattles	1	0	0
Oil of rose maloes	"	1	0	0
Saltpetre, foreign	"	0	3	0
This article is only allowed to be sold to the Government merchants. Formerly this regulation did not exist.				
Soaps, foreign, as perfumed soap	per 100 cattles	0	5	0
CLASS 2.				
<i>Spices and Perfumes.</i>				
Gum benzoin and oil of benzoin	per 100 cattles	1	0	0
Sandalwood	"	0	5	0
Pepper, black	"	0	4	0
All other articles of this class not specifically mentioned herein to pay a duty of 10 per cent. <i>ad valorem</i> .				
Perfumery, 5 per cent. <i>ad valorem</i> .				
CLASS 3.				
<i>Drugs.</i>				
Asafetida... ..	per 100 cattles	1	0	0
Camphor, superior quality, <i>i.e.</i> , pure, formerly classed as good and inferior	per catty	1	0	0
Camphor, inferior quality or refuse, formerly uncleaned camphor	"	0	5	0
Cloves, superior quality, picked	per 100 cattles	1	5	0
" inferior quality (mother cloves)	"	0	5	0
Cow bezoar	per catty	1	0	0
Cutch	per 100 cattles	0	3	0
Gambier	"	0	1	5
Areca nut... ..	"	0	1	5
Ginseng, foreign, superior quality, etc.	"	38	0	0
" inferior quality, etc.	"	3	5	0
Of every 100 cattles of foreign ginseng, of whatever sort, one-fifth part is to be considered as of superior quality and four-fifths of inferior quality.				
Gum olibanum	per 100 cattles	0	5	0
Myrrh	"	0	5	0
Mace, or flower of nutmeg	"	1	0	0
Quicksilver	"	3	0	0
Nutmegs, 1st quality	"	2	0	0
" 2nd quality, or coarse	"	1	0	0
Putchuck	"	0	7	5
Rhinoceros horns	"	3	0	0

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ARTICLES OF MERCHANDISE.		Taels.	Micc.	Candareens.
CLASS 4.				
<i>Sundries.</i>				
Flints	per 100 catties	0	0	5
Mother-of-pearl shells	"	0	2	0
CLASS 5.				
<i>Dried Meats.</i>				
Birds nests, 1st quality, mandarin	per 100 catties	5	0	0
" 2nd quality, ordinary	"	2	5	0
" 3rd quality, with feathers	"	0	5	0
Bicho de mar, 1st quality, black	"	0	8	0
" 2nd quality, white	"	0	2	0
Sharks fins, 1st quality, white	"	1	0	0
" 2nd quality, black	"	0	5	0
Stock-fish, called dried fish	"	0	4	0
Fish maws, not formerly in Tariff	"	1	5	0
CLASS 6.				
<i>Painters Stores.</i>				
Cochineal	per 100 catties	5	0	0
Smalts	"	4	0	0
Sapanwood	"	0	1	0
CLASS 7.				
<i>Woods, Canes, etc.</i>				
Rattans	per 100 catties	0	2	0
Ebony	"	0	1	5
All other imported wood, as red-wood, satin-wood, yellow-wood, not specifically enumerated, to pay a duty of 10 per cent. <i>ad valorem.</i>				
CLASS 8.				
<i>Clocks, Watches, etc.</i>				
Clocks.				
Watches.				
Telescopes.				
Glass panes and crystalware of all kinds.				
Writing-desks.				
Dressing-cases.				
Jewellery of gold and silver.				
Cutlery, swords, etc.				
All the foregoing, and any other miscellaneous articles of the same description, 5 per cent. <i>ad valorem.</i>				
CLASS 9.				
Gold and silver bullion. Duty free.				

ARTICLES OF MERCHANDISE.		Taels.	Mace.	Candareens.
CLASS 10.				
<i>Cotton, Fabrics of Cotton.</i>				
Canvas, from 75 to 100 chih long, and 1 chih 7 tsun to 2 chih 2 tsun wide	per piece	0	5	0
Cotton, allowing 5 per cent. for tare... ..	per 100 catties	0	4	0
Long white cloths, 75 to 100 chih long, and 2 chih 2 tsun to 2 chih 6 tsun wide, formerly divided into superior and inferior fine cotton cloth ...	per piece	0	1	5
Cambrics and muslins, from 50 to 60 chih long, and 2 chih 9 tsun to 3 chih 3 tsun wide	"	0	1	5
Cottons, grey or unbleached domestic, and from 75 to 100 chih long, and 2 chih to 2 chih 9 tsun wide, formerly classed as coarse long cloths ...	"	0	1	0
Twilled cottons, grey, same dimensions	"	0	1	0
Chintz and prints of all kinds, from 60 to 75 chih long, and from 2 chih 9 tsun to 3 chih 3 tsun wide, formerly called ornamented or flower cloths*	"	0	2	0
Cotton yarn or cotton thread	per 100 catties	1	0	0
Linen, fine, not formerly in the Tariff, from 50 to 75 chih long, and 1 chih 9 tsun to 2 chih 2 tsun wide*	per piece	0	5	0
Bunting	per chang	0	0	1½
All other imported articles of this class, as ginghams, pulicates, dyed cottons, velveteens, silk and cotton mixtures, and mixtures of linen and cotton, etc., 5 per cent. <i>ad valorem</i> .				
CLASS 11.				
<i>Fabrics of Silk, Woollen, etc.</i>				
Handkerchiefs, large, above 2 chih 6 tsun	each	0	0	1½
" " small, under 2 chih 6 tsun	"	0	0	1
Gold and silver thread, superior or real	per catty	0	1	3
" " inferior or imitation	"	0	0	3
Broadcloth, Spanish stripes, etc., from 3 chih 6 tsun to 4 chih 6 tsun wide	per chang	0	1	5
Narrow cloths, as long ells, cassimeres, etc., formerly classed as narrow woollens... ..	"	0	0	7
Camlets (Dutch)... ..	"	0	1	5
Camlets	"	0	0	7
Imitation camlets or bombazettes	"	0	0	3½
Woollen yarn	per 100 catties	3	0	0
Blankets	each	0	1	0
All other fabrics of wool, or of mixed wool and cotton, wool and silk, etc., 5 per cent. <i>ad valorem</i> .				

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*These dimensions of width differ from those given in the Chinese version—the Chinese text being probably correct as it is identical with that of the British, French, and Swedish-Norwegian Tariffs.

ARTICLES OF MERCHANDISE.					Ticals,	Mace.	Candareens.
CLASS 12.							
<i>Wines, etc.</i>							
Wine and beer, in quart bottles	...	...	...	per 100	1	0	0
"	"	"	"	in pint bottles	0	5	0
"	"	"	"	in casks	0	5	0
CLASS 13.							
<i>Metals.</i>							
Copper, foreign, in pigs, etc.	...	...	...	per 100 catties	1	0	0
"	"	"	"	wrought, as sheets, rods, etc.	1	5	0
Iron, foreign, unmanufactured, as in pigs	...	...	...	"	0	1	0
"	"	"	"	manufactured, as in bars, rods, etc.	0	1	5
Lead, foreign, in pigs or manufactured	...	...	...	"	0	2	8
Steel, foreign, of every kind	...	...	...	"	0	4	0
Tin, foreign	...	...	...	"	1	0	0
Tinplates, formerly not in the Tariff	...	...	...	"	0	4	0
Spelter is only permitted to be sold to Government merchants.							
All unenumerated metals, as zinc, yellow copper, etc., 10 per cent. <i>ad valorem</i> .							
CLASS 14.							
<i>Jewellery.</i>							
Cornelians	...	...	...	per 100 stones	0	5	0
Cornelian beads	...	...	...	per 100 catties	10	0	0
CLASS 15.							
<i>Skins, Teeth, Horns, etc.</i>							
Bullock and buffalo horns	...	...	...	per 100 catties	2	0	0
Cow and ox hides, tanned and untanned	...	...	...	"	0	5	0
Sea-otter skins	...	...	...	each	1	5	0
Fox skins, large...	...	...	...	"	0	1	5
"	"	"	"	small...	0	0	7½
Tiger, leopard, and marten skins	...	...	...	"	0	1	5
Land-otter, raccoon, and sharks skins	...	...	...	per 100	2	0	0
Beaver skins	...	...	...	"	5	0	0
Hare, rabbit, and ermine skins	...	...	...	"	0	5	0
Sea-horse teeth	...	...	...	"	2	0	0
Elephants teeth, 1st quality, whole	...	...	...	per 100 catties	2	0	0
"	"	"	"	2nd quality, broken	4	0	0
"	"	"	"	"	2	0	0
CLASS 16.							
<i>Unenumerated.</i>							
All new goods which it has not been practicable to enumerate herein, a duty of 5 per cent. <i>ad valorem</i> .							
CLASS 17.							
Rice and other grains. Duty free.							
<i>Contraband.</i> Opium.							

SHIPPING DUES

THESE have been hitherto charged on the measurement of the ship's length and breadth, at so much per *chang*; but it is now agreed to alter the system, and charge according to the registered statement of the numbered tons of the ship's burden. On each ton (reckoned equal to the cubic contents of 122 *tow*) a shipping charge of five mace is to be levied, and all the old charges of measurement, entrance and port clearance fees, daily and monthly fees, etc., are abolished.

(Signed)
C. CUSHING

(Signed)
TSI-YENG

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CHINESE VERSION OF THE TARIFF OF DUTIES ON THE TRADE OF THE UNITED STATES WITH CHINA,

As fixed by and made a part of the Treaty of Wang-hea, 1844.

今將廣州福州廈門寧波上海各關合衆國出進口貨物議
定應完稅則分類開列於後

計開

出口油蠟礬磺類

礬石 即白礬原例作青白礬

八角油 原例並未載

桂皮油 原例並未載

出口香料椒茶類

茶葉原例分細土夷茶兩款

八角

麝香

出口藥材類

三籟

樟腦

信石 即砒石一名人言又名砒礬

桂皮

每百觔	每百觔	每百觔	每百觔	每百觔	每百觔	每百觔	每百觔	每百觔	每百觔	每百觔	每百觔	每百觔
壹錢	伍錢	伍錢	伍錢	伍錢	伍錢	伍錢	伍錢	伍錢	伍錢	伍錢	伍錢	伍錢
伍分	伍分	伍分	伍分	伍分	伍分	伍分	伍分	伍分	伍分	伍分	伍分	伍分

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出口雜貨類

桂子 原例並未駁載

冷飯頭 即土茯苓

澄茄 即葶澄茄原例並未駁載

良薑

石黃

大黃

黃薑

手籠 即燒料籠原例並未駁載

竹籬 各樣竹器同例

土珊瑚 即假珊瑚原例並未駁載

花竹響爆等類 原例作爆竹

毛扇 即鵝毛等屬原例並未駁載

玻璃片 玻璃鏡 燒料等物 原例作土琉璃

土珠 即草珠

雨遮 即紙雨傘

每百觔 壹兩

每百觔 貳錢 伍錢

每百觔 壹兩

每百觔 壹錢

每百觔 伍錢

每百觔 壹兩

每百觔 貳錢

每百觔 伍錢

每百觔 貳錢

每百觔 伍錢 伍分

每百觔 柒錢

每百觔 壹兩

每百觔 伍錢

每百觔 伍錢

每百觔 伍錢

出口顏料膠漆紙割類

雲石	即北石片原例並未販載	每百觔	貳錢
蓮紙花	原例作紙蓮花	每百張	壹錢
紙扇		每百張	伍錢
假珠	原例並未販載	每百觔	伍錢

銅箔		每百觔	壹兩伍錢
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藤黃		每百觔	貳兩
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紅丹	原例作黃丹	每百觔	伍錢
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土膠	即魚膠牛皮膠各等同例	每百觔	伍錢
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紙類	各色同例原例作各色紙	每百觔	伍錢
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錫箔		每百觔	伍錢
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硯硃		每百觔	參兩
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畫工	大油漆畫原例分大油漆小油漆兩款	每件	壹錢
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鉛粉		每百觔	貳錢伍分
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出口器皿箱盒類

骨器角器	各樣同例	每百觔	壹兩
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磁器	粗細各樣同例原例分作粗細中土磁器四款	每百觔	伍錢
銅器	錫器 各等一例	每百觔	伍錢
雜木器	即家內所用物器	每百觔	貳錢
牙器	各樣素雕象牙物件同例原例分作雕花牙器牙器兩款	每百觔	伍兩
漆器	各等同例	每百觔	壹兩
海珠壳器	即雲母壳器原例並未賤載	每百觔	壹兩
籐簾	籐席及籐竹諸貨 原例作籐竹器	每百觔	貳錢
檀香木器	各樣同例原例作檀香器	每百觔	壹兩
金銀器	各樣 原例分作累絲金器銀器兩款	每百觔	拾兩
玳瑁器		每百觔	拾兩
皮箱皮櫃等物	原例作皮箱	每百觔	貳錢
出口竹木籐椰類			
竹竿	籐竿 各等同例原例作籐鞭桿	每千條	伍錢
出口衣帽靴鞋類			
衣服	布衣絨衣絲衣各等同入一例原例分作番布衣各色哆囉呢番衣綢緞番衣各色剪絨番衣四款	每百觔	伍錢
靴鞋	皮絨各樣同例	每百觔	貳錢

出口布疋花幔類

夏布 應屬諸類布疋同例原例並未駁載

每百觔 壹兩

紫花布 棉屬諸布同例原例並未駁載

每百觔 壹兩

出口紬緞絲絨類

湖絲土絲 各等同例

每百觔 拾兩

天蠶絲 即至粗絲

每百觔 貳兩伍錢

湖絲經及各等絲經

每百觔 拾兩

絲帶及絲線各樣

每百觔 拾兩

絹縐紗綾剪絨及各等綢緞 原例作各色紬緞

每百觔 拾貳兩

絲棉雜貨 如棉絨及絲毛各樣

每百觔 叁兩

向來各種綢緞論疋另行加稅今統歸一例徵收不再另加

出口氈絨毯席類

蓆 如草蓆簾蓆竹蓆各等同例

每百觔 貳錢

出口糖菓食物類

糖薑及各樣糖菓 原例作蜜餞糖菓

每百觔 伍錢

豉油 即醬油類

每百觔 肆錢

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白糖 黃糖 各樣

冰糖 各省冰糖同例

生熟烟水烟黃烟仔古烟各等 同例

凡出口貨有不能賅載者即論價值若干每百兩抽銀伍兩

金銀洋錢及各樣金銀類免稅

瓦磚瓦片等造屋之料免稅

進口油蠟礬磺類

洋蠟 即蜜蠟又名礬蠟

蘇合油

洋硝 此物不准亂賣只准賣與官商原例無

洋硝 即番礮原例作礮

進口香椒類

安息香 安息油

檀香

胡椒

凡屬進口香料等貨例未賅載者即按價值若干每百兩抽銀拾兩

每百觔 貳錢 伍分

每百觔 叁錢 伍分

每百觔 貳錢

每百觔 壹兩

每百觔 壹兩

每百觔 叁錢

每百觔 伍錢

每百觔 壹兩

每百觔 伍錢

每百觔 肆錢

進口香油香水按價值若干每百兩抽銀五兩

進口藥材類

阿魏	每百觔	壹兩
上等冰片 <small>清的原例作好的冰片</small>	每百觔	壹兩
下等冰片 <small>泥的原例作冰片泥</small>	每百觔	伍兩
上等丁香 <small>即子丁香</small>	每百觔	伍兩
下等丁香 <small>即母丁香</small>	每百觔	伍兩
牛黃	每百觔	壹兩
兒茶	每百觔	參錢
檳榔膏	每百觔	壹錢
檳榔	每百觔	壹錢
上等洋參 <small>除淨參鬚的原例作人參</small>	每百觔	壹錢
下等洋參 <small>即洋參鬚原例作人參鬚每百斤按上參二成下參八成折算</small>	每百觔	參拾伍分
乳香	每百觔	參兩
沒藥	每百觔	伍錢
豆蔻花 <small>即玉菜花原例並未賦稅</small>	每百觔	壹兩

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水硯

上等豆蔻 即玉菓

下等豆蔻 即草蔻連壳的

木香 原倒作好的木香

犀角

進口雜貨類

火石

海珠壳 即雲母壳

進口醃臘海味類

上等燕窩 官燕

中等燕窩 常燕

下等燕窩 毛燕

上等海參 黑的

下等海參 白的

上等魚翅 白的

下等魚翅 黑的

每百觔

每百觔

每百觔

每百觔

每百觔

每百觔

每百觔

每百觔

每百觔

每百觔

每百觔

每百觔

每百觔

每百觔

參兩

貳兩

壹兩

柒錢

參兩

伍分

貳錢

伍兩

貳兩

伍錢

捌錢

貳錢

壹兩

伍錢

伍分

伍錢

柴魚	即魚類						
魚肚	原例並未販載						
進口顏料	膠漆紙割類						
呀喇米							
洋青	即大青						
蘇木							
進口竹木	藤椰類						
沙籐							
烏木							
凡進口木料	如紅木紫檀木黃楊木等例	不賅載者俱按價值若干					
每百兩	抽銀拾兩						
進口鏡鐘	標玩類						
自鳴鐘							
時辰標							
千里鏡							
玻璃片及各樣	玻璃水晶器						

寫字盒

梳粧盒

各樣金銀首飾

各鋼鐵器刀劍等物

以上各貨及同類雜貨即論價值若干每百兩抽銀伍兩

凡進口金銀類各樣金銀洋錢銚鏰免稅

進口布疋花幔類

帆布 即輕布長七丈半至十丈闊一尺七寸至二尺二寸

棉花 每百筋除皮伍筋

白洋布 長七丈半至十丈闊二尺二寸至二尺六寸
原例分作一二等西洋布兩款

白製綫布 長五丈至六丈闊二尺九寸至三尺三寸

原色洋布 長七丈半至十丈闊二尺至二尺九寸原例作西洋粗布

原色斜紋布 長七丈半至十丈闊二尺至二尺九寸

印花布 長六丈至七丈半闊一尺九寸至二尺二寸原例作錦花被面

棉紗 原例作棉線

蔴布白色幼細洋竹布 長五丈至七丈半闊二尺一寸
至二尺七寸原例並未駁載

每疋 伍錢

每百筋 肆錢

每疋 壹錢伍分

每疋 壹錢伍分

每疋 壹錢

每疋 壹錢

每疋 貳錢

每百筋 壹兩

每疋 伍錢

羽布

每丈 壹分伍釐

此外凡屬進口棉布類如柳條巾旗方巾顏色布剪絨布絲棉布毛
棉布又粗藤布半棉半藤布絲藤布毛藤布等即論價值若干每百
兩抽銀伍兩

進口綢緞絲絨類

大手帕 四方長闊在二尺六寸之上

每條 壹分伍釐

小手帕 四方長闊在二尺六寸之下

每條 壹分

上等金銀線 即真金銀的

每觔 壹錢叁分

下等金銀線 即僞金銀的

每觔 叁分

大呢 即哆囉呢闊三尺六寸至四尺六寸原例作瑣鞋喇

每丈 壹錢伍分

小呢 即囉囉番呢之類原例作小絨

每丈 柒分

羽緞

每丈 壹錢伍分

羽紗

每丈 柒分

羽綢

每丈 叁分伍釐

絨線

每百觔 叁兩

洋白氈

每條 壹錢

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凡進口絨貨例未賅載者如素毛絲毛棉毛等即以價值若干每百兩抽銀伍兩

進口酒果食物類

洋酒 裝玻璃瓶大的

每百瓶 壹兩

洋酒 裝玻璃瓶小的

每百瓶 伍錢

洋酒 裝桶的

每百觔 伍錢

進口銅鐵鉛錫類

洋生銅 如銅磚之類

每百觔 壹兩

洋熟銅 如銅扁銅條之類

每百觔 壹兩伍錢

洋生鐵 如鐵磚之類

每百觔 壹錢

洋熟鐵 如鐵條之類

每百觔 壹錢伍分

洋生鉛 黑白同例
白鉛止准賣給官商

每百觔 貳錢捌分

洋生銅 各樣

每百觔 肆錢

洋錫 即番錫

每百觔 壹兩

馬口鐵 即錫扁原例並未賅載

每百觔 肆錢

凡屬進口銅鐵鉛錫等類如白銅黃銅等例未賅載者即按價值若

進口珍珠寶石類 干每百兩抽銀拾兩

瑪瑙石片

進口縷皮牙角羽毛類

水牛角 原例作藥角

燕生牛皮

海龍皮 即海虎皮

大狐狸皮

小狐狸皮

虎皮豹皮貂皮等

獺皮貉獾皮沙魚皮等

海驃皮等

兔皮灰鼠皮銀鼠皮等

海馬牙 原例並未賦稅

上等象牙 不碎貯牙

每百片 伍錢
每百觔 拾兩

每百觔 貳兩

每百觔 伍錢

每條 壹兩伍錢

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每百條 貳兩

每百條 伍兩

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肆兩

第一號 中美五口貿易章程 道光二十四年

第一號 中美五口貿易章程 道光二十四年

下等象牙 碎附牙

每百觔 貳兩

凡屬進口新貨例內不能賅載者即按價值若干每百兩抽銀伍兩
又進口洋米洋麥五穀等皆免稅

船鈔

向來係丈量船身按丈輸鈔今議改查照船牌所開此船可以載貨若
千每噸積方計算以壹百噸輸鈔銀伍錢其丈量舊例及出口進口日月等規

全行刪免

進口違禁貨物

鴉片

No. 2. TREATY OF TIENTSIN, 18th. JUNE, 1858.

The United States of America and the Ta-Tsing Empire, desiring to maintain firm, lasting, and sincere friendship, have resolved to renew, in a manner clear and positive, by means of a Treaty or general Convention of peace, amity, and commerce, the rules which shall in future be mutually observed in the intercourse of their respective countries; for which most desirable object the President of the United States and the August Sovereign of the Ta-Tsing Empire have named for their Plenipotentiaries, to wit: the President of the United States of America, WILLIAM B. REED, Envoy Extraordinary and Minister Plenipotentiary to China; and His Majesty the Emperor of China, KWELIANG, a member of the Privy Council and Superintendent of the Board of Punishments, and Hwashana, President of the Board of Civil Office, and Major-General of the Bordered Blue Banner Division of the Chinese Bannermen, both of them being Imperial Commissioners and Plenipotentiaries; and the said Ministers, in virtue of the respective full powers they have received from their Governments, have agreed upon the following Articles:—

ARTICLE I.

There shall be, as there has always been, peace and friendship between the United States of America and the Ta-Tsing Empire, and between their people respectively. They shall not insult or oppress each other for any trifling cause, so as to produce an estrangement between them; and if any other nation should act unjustly or oppressively, the United States will exert

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 使臣 使臣 使臣 使臣 使臣
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 成規 成規 成規 成規 成規
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第一款
 一嗣後
 大清與
 大合眾兩國並其民人
 各皆照前和平友好
 毋得或異更不得互
 相欺凌偶因小故而
 啟爭端若他國有何

their good offices, on being informed of the case, to bring about an amicable arrangement of the question, thus showing their friendly feelings.

不公輕貌之事一經照知必須相助從中善爲調處以示友誼關切

ARTICLE II.

In order to perpetuate friendship, on the exchange of ratifications by the President, with the advice and consent of the Senate of the United States, and by His Majesty the Emperor of China, this Treaty shall be kept and sacredly guarded in this way, viz., the original Treaty, as ratified by the President of the United States, shall be deposited at Peking, the capital of His Majesty the Emperor of China, in charge of the Privy Council; and as ratified by His Majesty the Emperor of China, shall be deposited at Washington, the capital of the United States, in charge of the Secretary of State.

大清皇帝允各將條約既得選舉國會紳耆大臣互允後必須敬謹收藏批國當著首相恭藏大清皇帝批准原冊於華盛頓都城則兩國之友誼歷久弗替矣

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ARTICLE III.

In order that the people of the two countries may know and obey the provisions of this Treaty, the United States of America agree, immediately on the exchange of ratifications, to proclaim the same and publish it by proclamation in the gazettes where the laws of the United States of America are published by authority; and His Majesty the Emperor of China, on the exchange of ratifications, agrees immediately to direct the publication of the same at the capital, and by the Governors of all the provinces.

一條約各款必使兩國軍民人等盡得聞知俾可遵守大合衆國於大清國於批准互易後立即宣布照例刊傳各省督撫一體頒行

第三款

ARTICLE IV.

In order further to perpetuate friendship, the Minister or Commissioner, or the highest diplomatic representative of the United States of America in China, shall at all

一因欲堅立友誼嗣後大合衆國駐劄中華之大臣任聽

第四款

times have the right to correspond on terms of perfect equality and confidence with the officers of the Privy Council at the capital, or with the Governors-General of the two Kwangs, the provinces of Fukkien and Chéhkiang, or of the two Kiangs; and whenever he desires to have such correspondence with the Privy Council at the capital, he shall have the right to send it through either of the said Governors-General, or by the general post; and all such communications shall be sent under seal, which shall be most carefully respected. The Privy Council and Governors-General, as the case may be, shall in all cases consider and acknowledge such communications promptly and respectfully.

ARTICLE V.

The Minister of the United States of America in China, whenever he has business, shall have the right to visit and sojourn at the capital of His Majesty the Emperor of China, and there confer with a member of the Privy Council, or any other high officer of equal rank deputed for that purpose, on matters of common interest and advantage. His visits shall not exceed one in each year, and he shall complete his business without unnecessary delay. He shall be allowed to go by land or come to the mouth of the Peiho, into which he shall not bring ships of war; and he shall inform the authorities at that place, in order that boats may be provided for him to go on his journey. He is not to take advantage of this stipulation to request visits to the capital on trivial occasions. Whenever he means to proceed to the capital, he shall communicate in writing his intention

以平行之禮信義之道與 大清內閣大學士
文移交往並得與兩廣閩浙兩江督撫一體公
文往來至照會 京師內閣文件或交以上各
督撫照例代送或交提塘驛站資遞均無不可
其照會公文如有印封者必須謹慎資遞遇有
吝照等件 內閣暨各督撫當酌量迅速照覆

第五款

一 大合衆國大臣遇有要事不論何時應准到北京暫住
與 內閣大學士或與
派出平行大憲酌議關涉彼此利益事件但每年不得逾
一次到京後迅速定議不得耽延往來應由海口或由
陸路不可駕駛兵船進天津海口先行知照地方官派
船迎接若係小事不得因有此條輕請到京至上京必

to the Board of Rites at the capital, and thereupon the said Board shall give the necessary directions to facilitate his journey and give him necessary protection and respect on his way. On his arrival at the capital he shall be furnished with a suitable residence, prepared for him, and he shall defray his own expenses; and his entire suite shall not exceed twenty persons, exclusive of his Chinese attendants, none of whom shall be engaged in trade.

須先行照會禮部俾得備辦一切事款往返護送彼此以禮相待寓京之日按品預備公館所有費用自備資斧其跟從大合衆國欽差人等不得逾二十人之數僱覓華民供役在外到處不得帶貨貿易

ARTICLE VI.

If at any time His Majesty the Emperor of China shall by Treaty voluntarily made, or for any other reason, permit the representative of any friendly nation to reside at his capital for a long or short time, then, without any further consultation or express permission, the representative of the United States in China shall have the same privilege.

第六款 一嗣後無論何時倘中國皇帝情願與別國或立約或為別故欽差前往京師到彼居住或與京師無庸特再行計議大合衆國欽差一律照辦同沾此

ARTICLE VII.

The superior authorities of the United States and of China, in correspondence together, shall do so on terms of equality and in form of mutual communication (*chau-hwui*). The Consuls and the local officers, civil and military, in corresponding together shall likewise employ the style and form of mutual communication (*chau-hwui*). When inferior officers of the one Government address superior officers of the other, they shall do so in the style and form of memorial (*shin-chin*). Private individuals in addressing superior officers shall employ the style of petition (*pin-ching*). In no case shall any terms or style be used or suffered which shall be offensive or disrespectful to either party. And it is agreed that no presents under

第七款 一嗣後 大清國大臣與大合衆國大臣公文往來應照平行之禮用照會字樣領事等官與中國地方官公文往來亦用照會字樣申報大憲用申陳字樣若平民稟報官憲仍用稟呈字樣均不得欺藐不

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any pretext or form whatever shall ever be demanded of the United States by China or of China by the United States.

恭有傷
友誼至
兩國均
不得互
相徵索
禮物

ARTICLE VIII.

In all future personal intercourse between the representative of the United States of America and the Governors-General or Governors, the interviews shall be had at the official residence of the said officers, or at their temporary residence, or at the residence of the representative of the United States of America, whichever may be agreed upon between them; nor shall they make any pretext for declining these interviews. Current matters shall be discussed by correspondence, so as not to give the trouble of a personal meeting.

第八款
一嗣後
大清國督撫與
大合衆國大臣會晤或在公署或在
行轅均須彼此酌定合宜之處毋
得藉端推辭常事以文移往來不
可煩瑣會面

ARTICLE IX.

Whenever national vessels of the United States of America, in cruising along the coast and among the ports opened for trade, for the protection of the commerce of their country or for the advancement of science, shall arrive at or near any of the ports of China, commanders of said ships and the superior local authorities of Government shall, if it be necessary, hold intercourse on terms of equality and courtesy, in token of the friendly relations of their respective nations; and the said vessels shall enjoy all suitable facilities on the part of the Chinese Government in procuring provisions or other supplies and making necessary repairs. And the United States of America agree that in case of the shipwreck of any American vessel and its being pillaged by pirates, or in case any American vessel shall be pillaged or

第九款
一
大合衆國如有官船在通商海口遊戈巡查或爲保
護貿易或爲增廣才識近至沿海各處如有事故
該地方大員當與船中統領以平行禮儀相待以
示兩國和好之誼如有採買食物汲取淡水或須
修理等事中國官員自當襄助購辦遇有 大合
衆國船隻或因毀壞被劫或雖未毀壞而亦被劫

captured by pirates, on the seas adjacent to the coast, without being shipwrecked, the national vessels of the United States shall pursue the said pirates and, if captured, deliver them over for trial and punishment.

被擄及在大
洋等處應准
大合衆國官船
追捕盜賊交
地方官訊究
懲辦

ARTICLE X.

The United States of America shall have the right to appoint Consuls and other commercial agents for the protection of trade, to reside at such places in the dominions of China as shall be agreed to be opened, who shall hold official intercourse and correspondence with the local officers of the Chinese Government (a Consul or a Vice-Consul in charge taking rank with an Intendant of Circuit or a Prefect), either personally or in writing, as occasion may require, on terms of equality and reciprocal respect; and the Consuls and local officers shall employ the style of mutual communication. If the officers of either nation are disrespectfully treated or aggrieved in any way by the other authorities, they have the right to make representation of the same to the superior officers of the respective Governments, who shall see that full inquiry and strict justice shall be had in the premises; and the said Consuls and agents shall carefully avoid all acts of offence to the officers and people of China. On the arrival of a Consul duly accredited at any port in China, it shall be the duty of the Minister of the United States to notify the same to the Governor-General of the province where such port is, who shall forthwith recognise the said Consul and grant him authority to act.

第十款
一
大合衆國領事及管理貿易等官在中華議定所開各港居住保護貿易者當與道臺知府平行遇有與中華地方官交涉事件或公文往來或會晤面商務須兩得其平即所用一切字樣體制亦應均照平行如地方官及領事等官有侮慢欺藐各等情准其彼此將委曲情由申訴本國各大憲秉公查辦該領事等官亦不得率意任性致與中華官民動多牴牾嗣後遇領事等官派到港口大合衆國大臣即行照知該省督撫當以優禮款接致可行其職守之事

ARTICLE XI.

All citizens of the United States of America in China peaceably attending to their affairs, being placed on a common footing of amity and goodwill with subjects of China, shall receive and enjoy, for themselves and everything appertaining to them, the protection of the local authorities of Government, who shall defend them from all insult or injury of any sort. If their dwellings or property be threatened or attacked by mobs, incendiaries, or other violent or lawless persons, the local officers, on requisition of the Consul, shall immediately despatch a military force to disperse the rioters, apprehend the guilty individuals, and punish them with the utmost rigour of the law. Subjects of China guilty of any criminal act towards citizens of the United States shall be punished by the Chinese authorities according to the laws of China; and citizens of the United States, either on shore or in any merchant vessel, who may insult, trouble or wound the persons or injure the property of Chinese, or commit any other improper act in China, shall be punished only by the Consul or other public functionary thereto authorised, according to the laws of the United States. Arrests in order to trial may be made by either the Chinese or the United States authorities.

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ARTICLE XII.

Citizens of the United States residing or sojourning at any of the ports open to Foreign commerce shall be permitted to rent houses and places of business, or hire sites on which they can themselves build houses or hospitals, churches and cemeteries. The parties interested

第十一款

一
大合衆國民人在中華安分貿易辦事者當與中國人一體和好友愛地方官必時加保護務使身家一切安全不使受欺辱騷擾等事倘其屋宇產業有被內地不法匪徒逞兇恐嚇焚毀侵害一經領事官報明地方官立當派撥兵役彈壓驅逐並將匪徒查拏按律重辦倘華民與大合衆國人有爭鬪詞訟等案華民歸中國官按律治罪大合衆國人無論在岸上海面與華民欺侮騷擾毀壞物件毆傷損害一切非禮不合情事應歸領事等官按本國例懲辦至捉拏犯人以備質訊或由本地方官或由大合衆國官均無不可

第十二款

一
大合衆國民人在通商各港口貿易或久居或暫住均准其租賃民房或租地自行建樓並設立

can fix the rent by mutual and equitable agreement; the proprietors shall not demand an exorbitant price, nor shall the local authorities interfere, unless there be some objections offered on the part of the inhabitants respecting the place. The legal fees to the officers for applying their seal shall be paid. The citizens of the United States shall not unreasonably insist on particular spots, but each party shall conduct with justice and moderation. Any desecration of the cemeteries by natives of China shall be severely punished according to law. At the places where the ships of the United States anchor or their citizens reside, the merchants, seamen, or others can freely pass and repass in the immediate neighbourhood, but in order to the preservation of the public peace, they shall not go into the country to the villages and marts to sell their goods unlawfully in fraud of the revenue.

ARTICLE XIII.

If any vessel of the United States be wrecked or stranded on the coast of China, and be subjected to plunder or other damage, the proper officers of Government, on receiving information of the fact, shall immediately adopt measures for its relief and security; the persons on board shall receive friendly treatment and be enabled to repair at once to the nearest port, and shall enjoy all facilities for obtaining supplies of provisions and water. If the merchant vessels of the United States, while within the waters over which the Chinese Government exercises jurisdiction, be plundered by robbers or pirates, then the Chinese local authorities, civil and military, on receiving information

醫館禮拜堂及殮葬之處聽

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大合衆國人與內民公平議定租息內民不得抬價措勒如

無碍民居不關方向照例稅契用印外地方官不得阻止

大合衆國人勿許強租硬占務須各出情願以昭公允偷墳

墓或被中國人毀掘中國地方官嚴拏照例治罪其

大合衆國人泊船寄居處所商民水手人等只准在近地行

走不准遠赴內地鄉村市鎮私行貿易以期永久彼此相

安

一

第十三款

大合衆國船隻在中國洋面遭風觸礁擱淺

遇盜致有損壞等害者該處地方官一經

查知即應設法拯救保護並加撫卹俾得

駛至最近港口修理並准其採買糧食汲

取淡水倘商船有在中國所轄內洋被盜

thereof, shall arrest the said robbers or pirates and punish them according to law, and shall cause all the property which can be recovered to be restored to the owners or placed in the hands of the Consul. If by reason of the extent of territory and numerous population of China, it shall in any case happen that the robbers cannot be apprehended and the property only in part recovered, the Chinese Government shall not make indemnity for the goods lost. But if it shall be proved that the local authorities have been in collusion with the robbers, the same shall be communicated to the superior authorities for memorialising the Throne, and these officers shall be severely punished and their property be confiscated to repay the losses.

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搶劫者地方文武員弁一經聞報即當嚴拿賊盜

照例治罪起獲原贓無論多寡或交本人或交領

事官俱可但不得冒開失單至中國地廣人稠萬

一正盜不能緝獲或起贓不全不得令中國賠還

貨款但若地方官通盜沾染一經證明行文

大憲奏明嚴行治罪將該員家產查抄抵償

ARTICLE XIV.

The citizens of the United States are permitted to frequent the ports and cities of Canton and Chauchau or Swatow, in the province of Kwangtung; Amoy, Fuhchau, and Taiwan in Formosa, in the province of Fuhkien; Ningpo, in the province of Chéhkian; and Shanghai, in the province of Kiangsu; and any other port or place hereafter by Treaty with other powers or with the United States opened to commerce; and to reside with their families and trade there, and to proceed at pleasure with their vessels and merchandise from any of these ports to any other of them; but said vessels shall not carry on a clandestine and fraudulent trade at other ports of China not declared to be legal, or along the coasts thereof. And any vessel under the American flag violating this provision shall, with her cargo, be subject to con-

第十四款

一

大合衆國民人嗣後均准携眷赴廣東之廣州潮州福

建之廈門福州臺灣浙江之甯波江蘇之上海並嗣
後與

大合衆國或其他國定立條約准開各港口市鎮在彼居

往貿易任其船隻裝載貨物於以上所立各港互相
往來但該船隻不得駛赴沿海口岸及未開各港私
行違法貿易如有犯此禁令者應將船隻貨物充公

fiscation to the Chinese Government; and any citizen of the United States who shall trade in any contraband article of merchandise shall be subject to be dealt with by the Chinese Government, without being entitled to any countenance or protection from that of the United States. And the United States will take measures to prevent their flag from being abused by the subjects of other nations as a cover for the violation of the laws of the Empire.

ARTICLE XV.

At each of the ports open to commerce citizens of the United States shall be permitted to import from abroad, and sell, purchase, and export, all merchandise of which the importation or exportation is not prohibited by the laws of the Empire. The Tariff of duties to be paid by citizens of the United States on the export and import of goods from and into China shall be the same as was agreed upon at the Treaty of Wang-hea, except so far as it may be modified by Treaties with other nations; it being expressly agreed that citizens of the United States shall never pay higher duties than those paid by the most favoured nation.

ARTICLE XVI.

Tonnage duties shall be paid on every merchant vessel belonging to the United States entering either of the open ports at the rate of four mace per ton of forty cubic feet if she be over one hundred and fifty tons burden, and one mace per ton of forty cubic feet if she be of the burden of one hundred and fifty tons or under, according to the tonnage specified in the register, which, with her other papers, shall on her arrival

歸中國入官其有走私漏稅或携帶各項違禁貨物至中國者聽中國地方官自行辦理治罪
大合衆國官民均不得稍有袒護若別國船隻買大合衆國旗號作不法貿易者
大合衆國自應設法禁止

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第十五款

一 大合衆國民人在各港貿易者除中國例禁不准携帶進口出口之貨外其餘各項貨物俱准其任意販運往來買賣所納稅餉惟照粘附在望廈所立條約例冊除是別國按條約有何更改即應一體均同因
大合衆國人所納之稅必須照與中華至好之國一律辦理

第十六款

一 大合衆國船隻進通商各港口時必將船牌等件呈交領事官轉報海關即按牌上所載噸數輸納船鈔每噸以方停四十官尺爲準凡在一百五十噸以上者每噸納

be lodged with the Consul, who shall report the same to the Commissioner of Customs. And if any vessel having paid tonnage duty at one port shall go to any other port to complete the disposal of her cargo, or, being in ballast, to purchase an entire or fill up an incomplete cargo, the Consul shall report the same to the Commissioner of Customs, who shall note on the port clearance that the tonnage duties have been paid, and report the circumstances to the Collectors at the other Custom Houses; in which case the said vessel shall only pay duty on her cargo, and not be charged with tonnage duty a second time. The Collectors of Customs at the open ports shall consult with the Consuls about the erection of beacons or lighthouses, and where buoys and lightships should be placed.

ARTICLE XVII.

Citizens of the United States shall be allowed to engage pilots to take their vessels into port, and when the lawful duties have all been paid, take them out of port. It shall be lawful for them to hire at pleasure servants, compradors, linguists, writers, labourers, seamen, and persons for whatever necessary service, with passage or cargo boats, for a reasonable compensation to be agreed upon by the parties or determined by the Consul.

ARTICLE XVIII.

Whenever merchant vessels of the United States shall enter a port, the Collector of Customs shall, if he see fit, appoint Custom House officers to guard said vessels, who may live on board the ship or their own boats, at their convenience. The local authorities of the Chinese Govern-

銀四錢不及一百五十噸者每噸納銀一錢凡船隻曾在本港納鈔因貨未全銷復載往別口出售或因無回貨須將空船或未滿載之船駛赴別港覓載者領事官報明海關將鈔已完納之處在紅牌上註明並行文別口海關查照俟該船進別口時止納貨稅不輸船鈔以免重徵設立浮標亮船建造塔表亮樓由通商各海口地方官會同領事官酌量辦理

第十七款

一 大合衆國船隻進口准其僱用引水帶進俟正項稅款全完仍令帶出并准僱覓斯役買辦工匠水手延請通事司書及必須之人並僱用內地艇隻其工價若干由該商民等自行定議或由領事等官酌辦

第十八款

一 大合衆國船隻一經進口即由海關酌派妥役隨船管押或搭坐商船或自僱艇隻均聽其便倘

ment shall cause to be apprehended all mutineers or deserters from on board the vessels of the United States in China, on being informed by the Consul, and will deliver them up to the Consuls or other officers for punishment. And if criminals, subjects of China, take refuge in the houses or on board the vessels of citizens of the United States, they shall not be harboured or concealed, but shall be delivered up to justice, on due requisition by the Chinese local officers addressed to those of the United States. The merchants, seamen, and other citizens of the United States shall be under the superintendence of the appropriate officers of their Government. If individuals of either nation commit acts of violence or disorder, use arms to the injury of others, or create disturbances endangering life, the officers of the two Governments will exert themselves to enforce order and to maintain the public peace by doing impartial justice in the premises.

ARTICLE XIX.

Whenever a merchant vessel belonging to the United States shall cast anchor in either of the said ports, the supercargo, master, or consignee shall, within forty-eight hours, deposit the ship's papers in the hands of the Consul or person charged with his functions, who shall cause to be communicated to the Superintendent of Customs a true report of the name and tonnage of such vessel, the number of her crew, and the nature of her cargo, which being done, he shall give a permit for her discharge; and the master, supercargo, or consignee, if he proceed to discharge the cargo without such permit, shall incur a

大合衆國民人在在船上不安本分離船逃走至內地避匿者

一經領事官知照中國地方官即派役訪查拏送領事等官

治罪若有中國犯法民人逃至

大合衆國人寓館及商船潛匿者中國地方查出即行文領事

等官拏送回均不得稍有庇匿至

大合衆國商民水手人等均歸領事等官隨時稽查約束偷兩

國人有倚強滋事輕用火器傷人致釀鬪殺重案兩國官員

均應執法嚴辦不得稍有徇致令衆心不服

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第十九款

一 大合衆國商船進口或船主或貨主或

代辦商人限二日之內將船牌貨單

等件呈遞本國領事等官收存該領

事及將船名人數及所載噸數貨色

詳細開明照會海關方准領取牌照

開船起貨倘有未領牌照之先擅行

起貨者即罰洋銀五百大員並將擅

fine of five hundred dollars, and the goods so discharged without permit shall be subject to forfeiture to the Chinese Government. But if a master of any vessel in port desire to discharge a part only of the cargo, it shall be lawful for him to do so, paying duty on such part only, and to proceed with the remainder to any other ports; or if the master so desire, he may, within forty-eight hours after the arrival of the vessel, but not later, decide to depart without breaking bulk, in which case he shall not be subject to pay tonnage or other duties or charges until on his arrival at another port he shall proceed to discharge cargo, when he shall pay the duties on vessel and cargo according to law; and the tonnage duties shall be held due after the expiration of the said forty eight hours. In case of the absence of the Consul or person charged with his functions, the captain or supercargo of the vessel may have recourse to the Consul of a friendly power, or, if he please, directly to the Superintendent of Customs, who shall do all that is required to conduct the ship's business.

ARTICLE XX.

The Superintendent of Customs, in order to the collection of the proper duties, shall, on application made to him through the Consul, appoint suitable officers, who shall proceed, in the presence of the captain, supercargo, or consignee, to make a just and fair examination of all goods in the act of being discharged for importation or laden for exportation on board any merchant vessel of the United States. And if disputes occur in regard to the value of goods subject to *ad valorem* duty, or in regard to the

行卸運之貨一概歸中國人官或有商船進口止起一分貨物者接其所起一分貨物輸納稅餉未起之貨均准其載往別口售賣倘有進口並未開艙即欲他往者限二日之內即行出口不得停留亦不征收稅餉船鈔均俟到別口發售再行照例輸納倘進口貨船已逾二日之限即須輸納船鈔遇有領事等官不在港內應准大合衆國船主商人託友國領事代爲料理否則逕赴海關呈明設法妥辦

第二十款

一 大合衆國商船販貨進口出口均將起貨下貨日期呈報領事等官由領事等官轉報海關屆期委派官役與該船主貨主或代辦商人等限同秉公將貨物驗明以便按例徵稅若內有估價定稅之貨或因議價高下不等

amount of fare, and the same cannot be satisfactorily arranged by the parties, the question may, within twenty-four hours, and not afterwards, be referred to the said Consul to adjust with the Superintendent of Customs.

除皮多寡不齊
致有辯論不能
了結者限該商
於即日內稟報
領事官俾得通
知海關會商酌
奪若稟報稽遲
即不爲准理

ARTICLE XXI.

Citizens of the United States who may have imported merchandise into any of the free ports of China, and paid the duty thereon, if they desire to reexport the same in part or in whole to any other of the said ports, shall be entitled to make application, through their Consul, to the Superintendent of Customs, who, in order to prevent fraud on the revenue, shall cause examination to be made by suitable officers to see that the duties paid on such goods as are entered on the Custom House books correspond with the representation made, and that the goods remain with their original marks unchanged, and shall then make a memorandum in the port clearance of the goods and the amount of duties paid on the same, and deliver the same to the merchant, and shall also certify the facts to the officers of Customs of the other ports; all which being done, on the arrival in port of the vessel in which the goods are laden, and everything being found on examination there to correspond, she shall be permitted to break bulk and land the said goods without being subject to the payment of any additional duty thereon. But if on such examination the Superintendent of Customs shall detect any fraud on the revenue in the case, then the goods shall be subject to forfeiture and confiscation to the Chinese Government. Foreign grain or rice brought into any port

第二十一款

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一

大合衆國民人運貨進口既經納清稅餉或有欲將已卸之貨運往別口售賣者稟明領事官轉報海關檢查貨稅底簿相符委員驗明實係原包原貨並無拆動抽換情弊即將某貨若干擔已完稅若干之處填入牌照發該商收執一面行文別口海關查照俟該船進口查驗符合即准開艙出售免其重納稅餉若有影射夾帶情事經海關查出

of China in a ship of the United States and not landed may be re-exported without hindrance.

口復亦未者各穀載船合官罰
運准起若港米外隻衆如貨
出其卸並口進洋運國大入

ARTICLE XXII.

The tonnage duty on vessels of the United States shall be paid on their being admitted to entry. Duties of import shall be paid on the discharge of the goods, and duties of export on the lading of the same. When all such duties shall have been paid, and not before, the Collector of Customs shall give a port clearance, and the Consul shall return the ship's papers. The duties shall be paid to the shroffs authorised by the Chinese Government to receive the same. Duties shall be paid and received either in sycee silver or in Foreign money, at the rate of the day. If the Consul permits a ship to leave the port before the duties and tonnage dues are paid, he shall be held responsible therefor.

一 第二十二款
大合衆國船隻進口後方納船鈔進口貨物於起貨時完稅出口貨物於下貨時完稅統俟稅鈔全完由海關發給紅牌然後領事官方給還船牌等件所有稅銀由中國官設銀號代納或以紋銀或以洋銀按時價折交均無不可倘有未經完稅領事官先行發還船牌者所欠稅鈔當爲領事官是問

ARTICLE XXIII.

When goods on board any merchant vessel of the United States in port require to be transhipped to another vessel, application shall be made to the Consul, who shall certify what is the occasion therefor to the Superintendent of Customs, who may appoint officers to examine into the facts and permit the transhipment; and if any goods be transhipped without written permits, they shall be subject to be forfeited to the Chinese Government.

一 第二十三款
大合衆國船隻停泊口內如有貨物必須剝過別船者應先呈明領事官轉報海關委員查驗確當方准剝運倘不稟明候驗批准報行剝運者即將所剝之貨歸中國入官

ARTICLE XXIV.

Where there are debts due by subjects of China to citizens of the United States, the latter may seek redress in law; and on suitable representations being made to the

一 第二款
大合衆國
人債項
有該欠
中國人
四款
按律控
者准其

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local authorities through the Consul, they will cause due examination in the premises, and take proper steps to compel satisfaction. And if citizens of the United States be indebted to subjects of China, the latter may seek redress by representation through the Consul, or by suit in the Consular Court. But neither Government will hold itself responsible for such debts.

ARTICLE XXV.

It shall be lawful for the officers or citizens of the United States to employ scholars and people of any part of China, without distinction of persons, to teach any of the languages of the Empire, and to assist in literary labours, and the persons so employed shall not for that cause be subject to any injury on the part either of the Government or of individuals; and it shall in like manner be lawful for citizens of the United States to purchase all manner of books in China.

ARTICLE XXVI.

Relations of peace and amity between the United States and China being established by this Treaty, and the vessels of the United States being admitted to trade freely to and from the ports of China open to Foreign commerce, it is further agreed that in case at any time hereafter China should be at war with any Foreign nation whatever, and should for that cause exclude such nation from entering her ports, still the vessels of the United States shall not the less continue to pursue their commerce in freedom and security, and to transport goods to and from the ports of the belligerent powers, full respect being paid to the neutrality of the flag of

追一經領事官照知
地方官立即設法查
究嚴追給領倘
大合衆國人有該欠華
民者亦准由領事官
知會討取或直向領
事官控追俱可但兩
國官員均不保償

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第二十五款
一准
大合衆國官民延請中國各方
士民人等教習各方語音並
幫辦文墨事件不論所請係
何等之人中國地方官民等
均不得稍有阻撓陷害等情
並准其採買中國各項書籍

第二十六款
一
大合衆國現與中國訂明和好各處通商
港口聽其船隻往來貿易倘日後另有
別國與中國不和中國止應禁阻不和
之國不准來各口交易其
大合衆國入自往別國貿易或販買其國
之貨物前來各口中國應認明

the United States: Provided that the said flag shall not protect vessels engaged in the transportation of officers or soldiers in the enemy's service, nor shall said flag be fraudulently used to enable the enemy's ships with their cargoes to enter the ports of China; but all such vessels so offending shall be subject to forfeiture and confiscation to the Chinese Government.

ARTICLE XXVII.

All questions in regard to rights, whether of property or person, arising between citizens of the United States in China shall be subject to the jurisdiction and regulated by the authorities of their own Government; and all controversies occurring in China between citizens of the United States and the subjects of any other Government shall be regulated by the Treaties existing between the United States and such Governments respectively, without interference on the part of China.

ARTICLE XXVIII.

If citizens of the United States have special occasion to address any communication to the Chinese local officers of Government, they shall submit the same to their Consul or other officer to determine if the language be proper and respectful, and the matter just and right; in which event he shall transmit the same to the appropriate authorities for their consideration and action in the premises. If subjects of China have occasion to address the Consul of the United States, they may address him directly, at the same time they inform their own officers, representing the case for his consideration and action in the premises.

大合衆國旗號便准入

港惟大合衆國商船

不得私帶別國一兵

進口及聽受別國賄

囑換給旗號代爲運

貨入口貿易倘有犯

此禁令聽中國查出

充公入官

第二十七款

一 大合衆國民人在

大清國通商各港口自因財產涉

若

大合衆國民人在

大清國與別國貿易之人因事爭

論者應聽兩造查照各本國所

立條約辦理中國官員不得過

問

第二十八款

一 大合衆國民人因有要事向

大清國地方官辯訴先稟明領事等官

查明稟內字句明順事在情理者即

爲轉行地方官查辦

大清國商民因有要事向領事等官辯

訴者准其一面稟地方官一面到領

事等官稟呈查辦倘遇有

And if controversies arise between citizens of the United States and subjects of China which cannot be amicably settled otherwise, the same shall be examined and decided conformably to justice and equity by the public officers of the two nations acting in conjunction. The extortion of illegal fees is expressly prohibited. Any peaceable persons are allowed to enter the Court in order to interpret, lest injustice be done.

ARTICLE XXIX.

The principles of the Christian religion, as professed by the Protestant and Roman Catholic churches, are recognised as teaching men to do good, and to do to others as they would have others do to them. Hereafter, those who quietly profess and teach these doctrines shall not be harassed or persecuted on account of their faith. Any persons, whether citizens of the United States or Chinese converts, who according to these tenets peaceably teach and practise the principles of Christianity shall in no case be interfered with or molested.

ARTICLE XXX.

The contracting parties hereby agree that should at any time the Ta-Tsing Empire grant to any nation, or the merchants or citizens of any nation, any right, privilege, or favour connected either with navigation, commerce, political or other intercourse which is not conferred by this Treaty, such right, privilege, and favour shall at once freely enure to the benefit of the United States, its public officers, merchants, and citizens.

The present Treaty of peace, amity, and commerce shall be ratified

大清國人與

大合衆國人因事相爭不

能以和平調處者即須

兩國官員查明公議察

奪更不得索取規費並

准諸人到堂代傳以免

言語不通致受委曲

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第二十九款

一

耶穌基督聖教又名

天主教原爲勸人行善凡欲人施諸

已者亦如是施於人嗣後所有安

分傳教習教之人當一體矜恤保

護不可欺侮凌虐凡有違照教規

安分傳習者他人毋得騷擾

現經三十款
大清國或何國
海商買賣其政
情爲通商易民
抑爲此條並其
大衆國官民均
大皇帝立賜由

批大皇大
並准皇大
限於一年之內由

by the President of the United States, by and with the advice and consent of the Senate, within one year, or sooner if possible, and by the August Sovereign of the Ta-Tsing Empire forthwith; and the ratifications shall be exchanged within one year from the date of the signatures thereof.

In faith whereof, we, the respective Plenipotentiaries of the United States of America and the Ta-Tsing Empire as aforesaid, have signed and sealed these presents.

Done at Tientsin, this eighteenth day of June in the year of our Lord one thousand eight hundred and fifty-eight, and the independence of the United States of America the eighty-second, and in the eighth year of HIENFUNG, fifth month, and eighth day.

WILLIAM B. REED [L.S.]

KWEILIANG (*in Chinese characters*). [L.S.]

HWASHANA (*in Chinese characters*). [L.S.]

大合衆國
 大總理 奕天德 既得選舉國會紳耆大臣議允
 批准屆期互換須至和約者
 大合衆國
 欽差駐劄中華便宜行事全權大臣列衛廉
 大清國
 欽差東閣大學士總理刑部事務便宜行事全權大臣桂良
 欽差吏部尚書鑲藍旗漢軍都統便宜行事全權大臣花沙納
 紀年一千八百五十八年爲大合衆國立國後八十二年六月十八日
 大清國 咸豐八年五月初八日
 押押

(Signed) WILLIAM B. REED.

CERTIFICATE OF EXCHANGE OF RATIFICATIONS.

The Undersigned, John E. Ward, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to China, and Hangfuh, Governor-General of the Province of Chihli and its dependencies, having the supervision of the military, revenue and inland navigation departments of the province, and a president of the Board of War, with Wanhiuh, the Treasurer of the same province of Chihli, having met together for the purpose of exchanging the ratifications of the Treaty of Peace, Amity and Commerce between the United States of America and the Ta-Tsing Empire concluded and signed at Tientsin on the 18th. day of June 1858; and the respective ratifications of the same having been carefully perused, the said exchange took place this day in the usual form.

In WITNESS whereof, they have signed the present certificate of exchange, and have affixed thereto their seals and signatures.

Done at Pehiang in Chihli, the 16th. day of the month of August, 1859.

(Signed)
JOHN E. WARD.

(Signed)
HANGFUH
WAN-HIUH.

我咸
主豐
紀九
年七
一
千
八
百
五
十
九
年
八
月

十
八

日
日

在直隸北塘
鈐蓋關防

批欽欽欽大
准八命亞命命清
之八年駐美直兵國
約為割理等部
册大中駕合華尚
會合華便衆承處書
同衆國宜都
敬國宜宣都
謹立行布政使司布政使文
對國後全權大臣華
驗均符八十大
原册即日
日互換並鈐蓋關防印信書名書押以昭永好為此立據須
各將去年咸豐八年五月初八日即紀年一千八百五十
年咸豐八年五月初八日即紀年一千八百五十

附錄換約憑據

第二號 中美和好條約 咸豐八年

No. 3. ADDITIONAL ARTICLES TO THE TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE TA-TSING EMPIRE OF THE 18th. JUNE 1858; 23th. JULY, 1868.

WHEREAS since the conclusion of the Treaty between the United States of America and the Ta-Tsing Empire (China) of the 18th. of June 1858, circumstances have arisen showing the necessity of additional Articles thereto, the President of the United States and the August Sovereign of the Ta-Tsing Empire have named for their Plenipotentiaries, to wit: the President of the United States of America, WILLIAM H. SEWARD, Secretary of State; and His Majesty the Emperor of China, ANSON BURLINGAME, accredited as his Envoy Extraordinary and Minister Plenipotentiary, and CHIH-KANG and SU-CHIA-KU, of the second Chinese rank, associated High Envoys and Ministers of His said Majesty; and the said Plenipotentiaries, after having exchanged their full powers, found to be in due and proper form, have agreed upon the following Articles:—

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大清國與第三號 中美續增條約
大清國於十八日即一千八百五十八年
六月十八日議定和約條款查從
大清國定於八月內初八日與
大皇帝特派二品頂戴辦理中外交涉事務大臣志
欽差辦理中外事務大臣徐開列於左
大美國交涉事務大臣孫
大總理各國事務大臣徐開列於左
欽命總理各國事務大臣徐開列於左
諭旨俱屬妥實議定條款開列於左

ARTICLE I.

His Majesty the Emperor of China being of the opinion that in making concessions to the citizens or subjects of Foreign powers of the privilege of residing on certain tracts of land or resorting to certain waters of that Empire for purposes of trade, he has by no means relinquished his right of eminent domain or dominion over the said lands and waters, hereby agrees that no such concession or grant shall be construed to give to any power or party which may be at war with or hostile

第一條
大清國
大皇帝按約准各國商民在指
定通商口岸及水路洋面買
易行走之處推原約內該款
之意並無將管轄地方水面
之權一併議給嗣後如別國
與美國或有失和或至爭戰

to the United States the right to attack the citizens of the United States or their property within the said lands or waters; and the United States, for themselves, hereby agree to abstain from offensively attacking the citizens or subjects of any power or party, or their property, with which they may be at war on any such tract of land or waters of the said Empire. But nothing in this Article shall be construed to prevent the United States from resisting an attack by any hostile power or party upon their citizens or their property.

It is further agreed that if any right or interest in any tract of land in China has been or shall hereafter be granted by the Government of China to the United States or their citizens for purposes of trade or commerce, that grant shall in no event be construed to divest the Chinese authorities of their right of jurisdiction over persons and property within said tract of land, except so far as the right may have been expressly relinquished by Treaty.

ARTICLE II.

The United States of America and His Majesty the Emperor of China, believing that the safety and prosperity of commerce will thereby best be promoted, agree that any privilege or immunity in respect to trade or navigation within the Chinese dominions which may not have been stipulated for by Treaty shall be subject to the discretion of the Chinese Government, and may be regulated by it accordingly, but not in a manner or spirit incompatible with the Treaty stipulations of the parties.

該國官兵不得在中國轄境洋面及准外國人居住行走之處與美國人爭戰奪貨劫人美國或與別國失和亦不在中國境內洋面及准外國人居住行走之處有爭奪之事有別國在中國轄境先與美國擅起爭端不得因此條款禁美國自行保護再凡中國已經指准美國官民居住貿易之地及續有指准之地或別國人民在此地內有居住貿易等事除有約各國款內指明歸某國官管轄外皆仍歸中國地方官管轄

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第二條

嗣後如有於兩國貿易興旺之事中國欲於原定貿易章程之外與美國商民另開貿易行船利益之路皆由中國作主自定章程仍不得與原約之義相背如此辦理似與貿易所獲利益較爲安穩

ARTICLE III.

The Emperor of China shall have the right to appoint Consuls at ports of the United States, who shall enjoy the same privileges and immunities as those which are enjoyed by public law and Treaty in the United States by the Consuls of Great Britain and Russia, or either of them.

第三條
大清國
大皇帝可於
大美國通商各口岸
任便派領事官前
往駐紮美國接待
與英國俄國所派
之領事官按照公
法條約所定之規
一體優待

ARTICLE IV.

The 29th. Article of the Treaty of the 18th. of June 1858 having stipulated for the exemption of Christian citizens of the United States and Chinese converts from persecution in China on account of their faith, it is further agreed that citizens of the United States in China of every religious persuasion, and Chinese subjects in the United States, shall enjoy entire liberty of conscience, and shall be exempt from all disability or persecution on account of their religious faith or worship in either country. Cemeteries for sepulture of the dead, of whatever nativity or nationality, shall be held in respect and free from disturbance or profanation.

第四條
原約第二十九條內載
耶穌基督聖教暨
天主教有安分傳教習教之人當一體保
護不可欺侮等語現在議定是美國人
在中國不得因美國人民異教稍有欺
侮凌虐嗣後中國人在美國亦不得因
中國人民異教稍有屈抑苛待以昭公
允至兩國人之墳墓均當一體鄭重保
護不得傷毀

ARTICLE V.

The United States of America and the Emperor of China cordially recognise the inherent and inalienable right of man to change his home and allegiance, and also the mutual advantage of the free migration and emigration of their citizens and subjects respectively from the one country to the other, for the purposes of curiosity, of trade, or as permanent residents. The high contracting parties therefore join in reprobating any other than an entirely voluntary emigration for

第五條
大清國與
大美國切念民人前往各國或
願常往入籍或隨時來往總
聽其自便不得禁阻爲是現
在兩國人民互相來往或遊
歷或貿易或久居得以自由
方有利益除兩國人民自願

第三號 中美續增條約 同治七年

these purposes. They consequently agree to pass laws making it a penal offence for a citizen of the United States or Chinese subjects to take Chinese subjects either to the United States or to any other Foreign country, or for a Chinese subject or citizen of the United States to take citizens of the United States to China or to any other Foreign country, without their free and voluntary consent respectively.

往來居住之外別有招致
之法均非所准是以兩國
許定條例除彼此自願往
來外如有美國及中國人
將中國人勉強帶往美國
或運於別國若中國及美
國人將美國人勉強帶往
中國或運於別國均照例
治罪

ARTICLE VI.

Citizens of the United States visiting or residing in China shall enjoy the same privileges, immunities, or exemptions in respect to travel or residence as may there be enjoyed by the citizens or subjects of the most favoured nation; and, reciprocally, Chinese subjects visiting or residing in the United States shall enjoy the same privileges, immunities, and exemptions in respect to travel or residence as may there be enjoyed by the citizens or subjects of the most favoured nation. But nothing herein contained shall be held to confer naturalisations upon citizens of the United States in China, nor upon the subjects of China in the United States.

美國人民前往中國或經歷各處或常行
居住中國總須按照相待最優之國所得
經歷常住之利益俾美國人一體均沾中
國人至美國或經歷各處或常行居住美
國亦必按照相待最優之國所得經歷與
常住之利益俾中國人一體均沾惟美國
人在中國者不得因有此條即時作為中
國人民中國人在美國者亦不得因有此
條即時作為美國人民

第三號 中美續增條約 同治七年

第六條

ARTICLE VII.

Citizens of the United States shall enjoy all the privileges of the public educational institutions under the control of the Government of China, and, reciprocally, Chinese subjects shall enjoy all the privileges of the public educational institutions under the control of the Government of the United States, which are enjoyed in the respective countries by the citizens or subjects of the most favoured nation. The citizens of the United States may freely

嗣後中國人欲入美國大小
官學學習各等文藝須照相
待最優國之人民一體優待
美國人欲入中國大小官學
學習各等文藝亦照相待最
優國之人民一體優待美國

第七條

establish and maintain schools within the Empire of China at those places where Foreigners are by Treaty permitted to reside; and, reciprocally, the Chinese subjects may enjoy the same privileges and immunities in the United States.

人可以在中國
接約指准外國
人居住地方設
立學堂中國人
亦可在美國一
體照辦

ARTICLE VIII.

The United States, always disclaiming and discouraging all practices of unnecessary dictation and intervention by one nation in the affairs or domestic administration of another, do hereby freely disclaim and disavow any intention or right to intervene in the domestic administration of China in regard to the construction of railroads, telegraphs, or other material internal improvements. On the other hand, His Majesty the Emperor of China reserves to himself the right to decide the time and manner and circumstances of introducing such improvements within his dominions. With this mutual understanding, it is agreed by the contracting parties that if at any time hereafter His Imperial Majesty shall determine to construct or cause to be constructed works of the character mentioned within the Empire, and shall make application to the United States or any other Western power for facilities to carry out that policy, the United States will in that case designate and authorise suitable engineers to be employed by the Chinese Government, and will recommend to other nations an equal compliance with such applications, the Chinese Government in that case protecting such engineers in their persons and property, and paying them a reasonable compensation for their services.

第八條
凡無故干預代謀別國內治之事美國向不以爲然至於中國之內治美國聲明並無干預之權及催問之意即如通綫鐵路各等機法於何時照何法因何情欲行製造總由中國
皇帝自主酌度辦理此意預已言明將來中國自欲製造各項機法向美國以及泰西各國借助襄理美國自願指准精練工師前往並願勸別國一體相助中國自必妥

In faith whereof, the respective Plenipotentiaries have signed this Treaty and thereto affixed the seals of their arms.

Done at Washington, the 28th. day of July in the year of our Lord one thousand eight hundred and sixty-eight.



(Signed)
WILLIAM H. SEWARD.



(Signed)
,, ANSON BURLINGAME.
,, CHIH-KANG.
,, SUN-CHIA-KU

大美一千八百六十八年七月二十八日
大清同治七年 六月 初九 日

印以昭憑信
大美各大臣同在華盛頓京師議定先為書押蓋

大清
為保護其身家公平酌勞以上續增各條現在

第三號 中美續增條約 同治七年

CERTIFICATE OF EXCHANGE OF RATIFICATIONS.

THE undersigned, S. WELLS WILLIAMS, Chargé d'Affaires *ad interim* of the United States of America to China, and TUNG-SUN, President of the Board of Revenue and one of His Imperial Majesty's Secretaries for Foreign Affairs, having met together for the purpose of exchanging the ratifications of the additional Articles of the Treaty between the United States and the Ta-Tsing Empire of the 18th of June 1858, which additional Articles were concluded at the city of Washington on the 28th day of July 1868, and the respective ratifications of the same having been duly compared with the originals, the said exchange took place in the usual form.

In witness whereof, they have signed the present certificate of exchange and have affixed thereto their seals.

Done at Peking on the 23rd day of November 1869, or the 8th year of the reign TUNGCHI, 10th moon, 20th day.

[L.S.] (Signed) S. WELLS WILLIAMS.



Chinese Signature.

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 紀立之盛將各命清
 年册册將參美總
 壹須會頓年統駕
 捌至同定同理合
 千立續敬治全
 捌年謹立柒國
 百據對之年事
 陸拾者條陸務
 玖月均條月大
 年符現初九
 拾壹冊日
 月貳月即
 貳拾壹日
 叁日互換並鈐蓋印信書名畫押以昭永好為

在京都書
 名畫押書

附錄換約憑據

[S.L.] (Signed) S. WELLS WILLIAMS.



Chinese Signature.

第三號
 中美續增條約
 同治七年

No. 4. TREATY FOR THE REGULATION OF CHINESE IMMIGRATION INTO THE UNITED STATES, 17th. NOVEMBER, 1880.

(Ratifications exchanged at Peking, 19th. July 1881)

WHEREAS, in the eighth year of Hsien Feng, A.D. 1858, a Treaty of Peace and Friendship was concluded between the United States of America and China, and to which were added, in the seventh year of Tung Chieh, A.D. 1868, certain supplementary Articles to the advantage of both parties, which supplementary Articles were to be perpetually observed and obeyed: and

Whereas the Government of the United States, because of the constantly increasing immigration of Chinese labourers to the territory of the United States, and the embarrassments consequent upon such immigration, now desires to negotiate a modification of the existing Treaties which shall not be in direct contravention of their spirit:

Now, therefore, the President of the United States of America has appointed James B. Angell, of Michigan, John F. Swift, of California, and William Henry Trescot, of South Carolina, as his Commissioners Plenipotentiary; and His Imperial Majesty the Emperor of China has appointed Pao Chün, a member of His Imperial Majesty's Privy Council, and Superintendent of the Board of Civil Office; and Li Hungtsao, a member of His Imperial Majesty's Privy Council, as his Commissioners Plenipotentiary; and the said Commissioners Plenipotentiary, having conjointly examined their full powers, and having discussed the points of possible modification in existing Treaties, have agreed upon the following Articles in modification:

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第四號 中美續修條約

第四號 中美續修條約 光緒六年

of any other persons, the Government of the United States will exert all its power to devise measures for their protection, and to secure to them the same rights, privileges immunities, and exemptions as may be enjoyed by the citizens or subjects of the most favoured nation, and to which they are entitled by Treaty.

ARTICLE IV.

The High Contracting Parties having agreed upon the foregoing Articles, whenever the Government of the United States shall adopt legislative measures in accordance therewith, such measures will be communicated to the Government of China. If the measures as enacted are found to work hardship upon the subjects of China, the Chinese Minister at Washington may bring the matter to the notice of the Secretary of State of the United States who will consider the subject with him; and the Chinese Foreign Office may also bring the matter to the notice of the United States Minister at Peking, and consider the subject with him, to the end that mutual and unqualified benefit may result.

In faith whereof the respective Plenipotentiaries have signed and sealed the foregoing at Peking, in English and Chinese, being three originals of each text of even tenor and date, the ratifications of which shall be exchanged at Peking, within one year from date of its execution.

Done at Peking, this 17th. day of November, in the year of Our Lord 1880 (Kuanghsü, 6th year, 10th moon, 15th. day).

- (L. S.) PAO CHÜN.
- (L. S.) LI HUNG TSAO.
- (L. S.) JAMES B. ANGELL.
- (L. S.) JOHN F. SWIFT.
- (L. S.) WM. HENRY TRESGOT.

人欺侮之事美國應
即盡力設法保護與
待各國人最優者一
體相待俾得各受按
約應得之利益

第四款
兩國既將以上各款議定美國如有時按照所定各款安立章程照知中國如所定
章程與中國商民有損可由中國駐美
欽差大臣與美國外部公同妥議中國總理衙門亦可與美國駐京
欽差大臣公同妥為定議總期彼此有益無損以上續修條約各款現在
大清國
大美國各大臣同在中國京師議定繕寫
兩國
御筆批准總以一年為期在中國京師互換
大清光緒六年十月十五日
降生一千八百八十年十一月十七日

第四號 中美續修條約 光緒六年

No. 5. SUPPLEMENTAL TREATY BETWEEN THE UNITED STATES AND CHINA CONCERNING COMMERCIAL INTERCOURSE AND JUDICIAL PROCEDURE, 17th. NOVEMBER, 1880.

(Ratifications exchanged, 19th. July, 1881).

THE President of the United States of America and His Imperial Majesty the Emperor of China, because of certain points of incompleteness in the existing Treaties between the two Governments, have named as their Commissioners Plenipotentiary, that is to say:

The President of the United States, JAMES B. ANGELL, of Michigan, JOHN F. SWIFT, of California, and WILLIAM HENRY TRESGOT, of South Carolina;

His Imperial Majesty the Emperor of China, PAO CHÜN, a Member of His Imperial Majesty's Privy Council, and Superintendent of the Board of Civil Office, and LI HUNG-TSAO, a Member of His Imperial Majesty's Privy Council;

Who have agreed upon and concluded the following additional Articles:—

ARTICLE I.

The Governments of the United States and China, recognising the benefits of their past commercial relations, and in order still further to promote such relations between the citizens and subjects of the two Powers, mutually agree to give the most careful and favourable attention to the representations of either as to such special extension of commercial intercourse as either may desire.

ARTICLE II.

The Governments of China and of the United States mutually agree and undertake that Chinese subjects shall not be permitted to import

第五號 中美續約增款

第一款

第二款

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中國美國將來益敦和好

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大皇帝

所有兩國商民貿易

美國彼

大總理

等事於兩國均屬有益

此商定

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之處可以彼此共同商

中國商

特派總理各國事務

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來華辦理修定事宜

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公同商定

附於條約之後

安

第五號 中美續約增款 光緒六年

opium into any of the ports of the United States; and citizens of the United States shall not be permitted to import opium into any of the open ports of China, to transport it from one open port to any other open port, or to buy and sell opium in any of the open ports of China. This absolute prohibition, which extends to vessels owned by the citizens or subjects of either Power, to Foreign vessels employed by them, or to vessels owned by the citizens or subjects of either Power and employed by other persons for the transportation of opium, shall be enforced by appropriate legislation on the part of China and the United States; and the benefits of the favoured nation clause in existing Treaties shall not be claimed by the citizens or subjects of either Power as against the provisions of this Article.

ARTICLE III.

His Imperial Majesty the Emperor of China hereby promises and agrees that no other kind or higher rate of tonnage dues, or duties, for imports or exports, or coastwise trade, shall be imposed or levied in the open ports of China upon vessels wholly belonging to citizens of the United States; or upon the produce, manufactures, or merchandise imported in the same from the United States or from any Foreign country; or upon the produce, manufactures, or merchandise exported in the same to the United States or to any Foreign country; or transported in the same from one open port of China to another, than are imposed or levied on vessels or cargoes of any other nation or on those of Chinese subjects.

The United States hereby promise and agree that no other kind or

販運洋藥入美國通商口岸美國商民亦不准販運洋藥入中國通商口岸並由此口運往彼口亦不准作一切買賣洋藥之貿易所有兩國商民無論僱用本國船別國船及本國船為別國商民僱用販運洋藥者均由各本國自行永遠禁止再此條兩國商定彼此均不得引一體均沾之條講解

第五號 中美續約附款 光緒六年

第三款

中國允美國船隻在中國通商各口無論該船載美國貨物與別國貨物其進口出口及由此口進彼口之稅與其所納之鈔均照中國船隻及各國船隻一律征納並不額外加征亦不另征他項稅鈔美國允中國船隻或由中國通商口及他國各口進美國各

higher rate of tonnage dues or duties for imports shall be imposed or levied in the ports of the United States upon vessels wholly belonging to the subjects of His Imperial Majesty and coming, either directly or by way of any Foreign port, from any of the ports of China which are open to Foreign trade, to the ports of the United States; or returning therefrom, either directly or by way of any Foreign port, to any of the open ports of China; or upon the produce, manufactures, or merchandise imported in the same from China or from any Foreign country, than are imposed or levied on vessels of other nations which make no discrimination against the United States in tonnage dues or duties on imports, exports, or coastwise trade; or than are imposed or levied on vessels and cargoes of citizens of the United States.

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ARTICLE IV.

When controversies arise in the Chinese Empire between citizens of the United States and subjects of His Imperial Majesty which need to be examined and decided by the public officers of the two nations, it is agreed between the Governments of the United States and China that such cases shall be tried by the proper official of the nationality of the defendant. The properly authorised official of the plaintiff's nationality shall be freely permitted to attend the trial, and shall be treated with the courtesy due to his position. He shall be granted all proper facilities for watching the proceedings in the interests of justice. If he so desires, he shall have the right to present, to examine, and to cross-examine witnesses. If he is dissatisfied with

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the proceedings, he shall be permitted to protest against them in detail. The law administered will be the law of the nationality of the officer trying the case.

In faith whereof the respective Plenipotentiaries have signed and sealed the foregoing at Peking in English and Chinese, being three originals of each text, of even tenor and date, the ratifications of which shall be exchanged at Peking within one year from the date of its execution.

Done at Peking this seventeenth day of November in the year of our Lord 1880, KUANG Hsü, sixth year, tenth moon, fifteenth day.

[Seals of PAO CHÜN
and LI HUNG-TSAO.]

JAMES B. ANGELL.

JOHN F. SWIFT.

WM. HENRY TRESBOT.

[Seal.]

[Seal.]

[Seal.]

大清光緒六年十月十五日
降世一千八百八十年十一月十七日

花押
花押

亦可逐細辯論並詳報上憲所有案件各審定之員均
係各按本國律法辦理以上條款繕寫漢文三分先由兩
國大臣蓋印畫押俟
大清國
大皇帝
大美國
大總理
大德御筆批准後彼此互換以昭信守

[Chinese text signed here by]
JAMES B. ANGELL.
JOHN F. SWIFT.
WM. HENRY TRESBOT.

第五號 中美續約附款 光緒六年

No. 6. EMIGRATION TREATY BETWEEN THE UNITED STATES OF
AMERICA AND CHINA, 17th. MARCH, 1894.

WHEREAS, on the 17th. day of November, A. D. 1880, and of Kwang Hsü, the sixth year, tenth moon, fifteenth day, a Treaty was concluded between the United States and China for the purpose of regulating, limiting, or suspending the coming of Chinese laborers to, and their residence in, the United States;

And whereas the Government of China, in view of the antagonism and much deprecated and serious disorders to which the presence of Chinese laborers has given rise in certain parts of the United States, desires to prohibit the emigration of such laborers from China to the United States;

And whereas the two Governments desire to co-operate in prohibiting such emigration, and to strengthen in other ways the bonds of friendship between the two countries;

And whereas the two Governments are desirous of adopting reciprocal measures for the better protection of the citizens or subjects of each within the jurisdiction of the other;

Now, therefore, the President of the United States has appointed WALTER Q. GRESHAM, Secretary of State of the United States, as his Plenipotentiary, and His Imperial Majesty the Emperor of China has appointed YANG Yü, Officer of the second rank, Sub-Director of the Court of Sacrificial Worship, and Envoy Extraordinary and Minister Plenipotentiary to the

第六號 中美限禁來美華工保護寓美華人條約
大清國光緒六年十月十五日
大美國一千八百八十年十一月十七號續定條約曾限制華工赴美嗣因華工在美國境內迭遭
苛虐慮損邦交中國政府欲自禁華工出境來至美國茲兩國政府願合力辦理禁止來美華工
並多方顧全邦交互立約款彼此加意保護此國境內之彼國人民是以
大清國
大皇帝特簡欽差出使美國全權大臣太常寺少卿楊
大美國

United States of America, as his Plenipotentiary; and the said Plenipotentiaries, having exhibited their respective full powers found to be in due and good form, have agreed upon the following articles:—

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ARTICLE I.

The High Contracting Parties agree that for a period of ten years, beginning with the date of the exchange of the ratifications of this Convention, the coming, except under the conditions hereinafter specified, of Chinese laborers to the United States shall be absolutely prohibited.

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ARTICLE II.

The preceding Article shall not apply to the return to the United States of any registered Chinese laborer who has a lawful wife, child, or parent in the United States, or property therein of the value of one thousand dollars, or debts of like amount due him and pending settlement. Nevertheless, every such Chinese laborer shall, before leaving the United States, deposit, as a condition of his return, with the collector of customs of the district from which he departs, a full description in writing of his family, or property, or debts, as aforesaid, and shall be furnished by said collector with such certificate of his right to return under this Treaty as the laws of the United States may now or hereafter prescribe and not inconsistent with the provisions of this Treaty; and should the written description aforesaid be proved to be false, the right of return thereunder, or of continued residence after return, shall in each case be forfeited. And such right of return to

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第六號 中美限禁來美華工保護當美華人條約 光緒二十年

the United States shall be exercised within one year from the date of leaving the United States; but such right of return to the United States may be extended for an additional period, not to exceed one year, in cases where by reason of sickness or other cause of disability beyond his control, such Chinese laborer shall be rendered unable sooner to return—which facts shall be fully reported to the Chinese consul at the port of departure, and by him certified, to the satisfaction of the collector of the port at which such Chinese subject shall land in the United States. And no such Chinese laborer shall be permitted to enter the United States by land or sea without producing to the proper officer of the customs the return certificate herein required.

ARTICLE III.

The provisions of this Convention shall not affect the right at present enjoyed of Chinese subjects, being officials, teachers, students, merchants or travellers for curiosity or pleasure, but not laborers, of coming to the United States and residing therein. To entitle such Chinese subjects as are above described to admission into the United States, they may produce a certificate from their Government or the Government where they last resided viséd by the diplomatic or consular representative of the United States in the country or port whence they depart.

It is also agreed that Chinese laborers shall continue to enjoy the privilege of transit across the territory of the United States in the course of their journey to and from other countries, subject to such

所報各情屬偽則該執照所准回寓美國之權利盡失又例准回美之權例限以一年為期以離美之日起計倘因疾病或別有要事不能在限期內回美則可再展一年之期但該華工須將緣由稟報離境口岸中國領事官給與憑批作為妥據以期取信於該華工登岸處之稅務司該華工如不在稅關呈驗回美執照無論其由陸路水路回美均不准入境

第三款

此約所定限制章程專為華工而設不與官員傳教學習貿易游歷諸華人等現時享受來寓美國利益有所妨礙此項華人倘欲自行申明例准來美之利益可將中國官員或出口處他國官員所給執照並經出口處美國公使或領事官簽名者呈驗作為以上所叙例准來美之據茲又議允華工來往他國仍

regulations by the Government of the United States as may be necessary to prevent said privilege of transit from being abused.

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美境惟
須遵守
美國政
府隨時
酌定章
程以杜
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ARTICLE IV.

In pursuance of Article III of the Immigration Treaty between the United States and China, signed at Peking on the 17th. day of November, 1880 (the 15th. day of the tenth month of KWANG HSÜ sixth year), it is hereby understood and agreed that Chinese laborers or Chinese of any other class, either permanently or temporarily residing in the United States, shall have for the protection of their persons and property all rights that are given by the laws of the United States to citizens of the most favored nation, excepting the right to become naturalized citizens. And the Government of the United States reaffirms its obligation, as stated in said Article III, to exert all its power to secure protection to the persons and property of all Chinese subjects in the United States.

第四款
查光緒六年十月十五日即一千八百八十年十一月十七號中美在北京所立華人來美續約第三款本已叙明茲復會訂在美華工或別項華人無論常居或暫居爲保護其生命財產起見除不准入美國籍外其餘應得盡享美國律例所准之利益與待各國人最優者一體相待無異茲美國政府仍允按照續約第二款所訂盡用權力保護在美華人身命財產

ARTICLE V.

The Government of the United States, having by an Act of the Congress, approved May 5, 1892, as amended by an Act approved November 3, 1893, required all Chinese laborers lawfully within the limits of the United States before the passage of the first named Act to be registered as in said Acts provided, with a view of affording them better protection, the Chinese Government will not object to the enforcement of such acts, and reciprocally the Government of the United States recognizes the right of the Government of China to enact and enforce similar laws or regula-

第五款
美國政府爲加意保護華工起見一千八百九十二年五月五號美國議院定例一千八百九十三年十一月三號此例又經修改凡在定例以前所有美國境內一切例准住美之華工均須照例註冊中國政府現聽美

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tions for the registration, free of charge, of all laborers, skilled or unskilled (not merchants as defined by said Acts of Congress), citizens of the United States in China, whether residing within or without the treaty ports.

And the Government of the United States agrees that within twelve months from the date of the exchange of the ratifications of this Convention, and annually, thereafter, it will furnish to the Government of China registers or reports showing the full name, age, occupation, and number or place of residence of all other citizens of the United States, including missionaries, residing both within and without the treaty ports of China, not including, however, diplomatic and other officers of the United States residing or travelling in China upon official business, together with their body and household servants.

ARTICLE VI.

This Convention shall remain in force for a period of ten years beginning with the date of the exchange of ratifications, and, if six months before the expiration of the said period of ten years, neither Government shall have formally given notice of its final termination to the other, it shall remain in full force for another like period of ten years.

In faith whereof, we, the respective Plenipotentiaries, have signed this Convention and have hereunto affixed our seals.

Done, in duplicate, at Washington, the 17th. day of March, A.D. 1894.

WALTER Q. GRESHAM [Seal.]
YANG YÜ. [Seal.]

國辦理美國政府亦應聽中國政府定立相類條例凡一切美國粗細工人商人亦如議院定例不計寓居中國無論是否在通商口岸均令註冊概不收費又美國政府允准自此約批准互換之日起於十二個月內將寓居中國無論是否在通商口岸之一切他項美國人民包括教士在內之姓名年歲行業居址造冊報送中國政府以後每歲冊報一次惟美國公使人員或一切奉公官員在中國駐紮或遊歷及其隨從僱用人等不入此款

第六款
此約彼此互須遵守以十年為期敬候
大清國
大皇帝
大美國
大總理
大伯理璽天德
准互換之日起計至限期
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禁之意行文知照則限禁再展十年為期
光緒二十年二月十一日
西歷一千八百九十四年三月十七日
大清欽差大臣楊
大美國外部大臣葛禮山

第六號 中美限禁美華工保護富美華人條約 光緒二十年

CERTIFICATE OF EXCHANGE OF RATIFICATIONS.

THE undersigned Plenipotentiaries having met for the purpose of exchanging the ratifications of the Convention, concluded and signed at Washington on March 17, 1894, between China and the United States of America, concerning the subject of emigration between those two countries, and the ratifications of the said Convention having been carefully compared, and found exactly conformable to each other, the exchange took place this day in the usual form.

In witness whereof, they have signed the present protocol of exchange and have affixed their seals thereto.

Done at Washington this 7th day of December, one thousand eight hundred and ninety-four.

[L. S.] (Signed) YANG YÜ.

[L. S.] (Signed) W. Q. GRESHAM.

附錄換約憑據譯文

兩國議約大臣相會為條約批准互換事今

大清國

大美國議定兩國流寓人民條約於一千八百九十四年

三月十七號在華盛頓畫押茲經兩國批准彼此細心

較對無誤遂於即日互換兩國議約大臣各畫押蓋印

以昭信守

一千八百九十四年 十二月七號

立於華盛頓

楊 葛禮山

國

第六號 中美限禁來美華工保護寓美華人條約 光緒二十年

**No. 7. MEMORANDUM OF SUPPLEMENTAL AGREEMENT, BETWEEN THE
IMPERIAL CHINESE RAILWAY ADMINISTRATION UNDER IMPERIAL SANCTION
AND THE AMERICAN CHINA DEVELOPMENT COMPANY OF THE UNITED
STATES OF AMERICA FOR THE ACQUISITION OF A LOAN FOR
THE CONSTRUCTION OF A LINE OF RAILWAY FROM
HANKOW TO CANTON, 13th. JULY, 1900.**

This Supplemental Agreement is made in the 26th. year of Kwang Su, sixth month and seventeenth day, corresponding to thirteenth day of July, 1900, at Washington, and the contracting parties are :

The Director General of the Imperial Chinese Railway Administration Sheng (to be called herein the Director General), acting under authority of an Imperial Decree and the Imperial Chinese Railway Administration (to be called herein the Railway Administration) of the one part ; and

The American China Development Company of the United States of America (to be called herein the American Company), of the other part ;

Whereas, the Main Agreement was signed at Washington by H.E. Wu Ting-fang, Minister and Envoy Plenipotentiary of the Imperial Chinese Government on the 24th. day of the third moon of the 24th. year of Kwang Su, corresponding to the 14th. day of April, 1898, under the due sanction of an Imperial Decree as transmitted by the telegram of Tsungli Yamen, under date of the 12th. day of the third moon of the 24th. year of Kwang Su, corresponding to the 2nd. day of April 1898, and also signed by A.W. Bash, agent of the American Company in Washington, and subsequently adopt-

旨訂於光緒二十六年六月十七日即西歷一千九百年七月十三號在華盛頓地方
 續約奉
 為籌款建造粵漢鐵路其訂約者
 一為中國督辦鐵路總公司大臣盛欽奉
 上諭辦理 續約中稱督辦大臣
 一為中國鐵路總公司 續約中稱總公司
 一為美國合興公司 續約中稱美國公司
 查原約於光緒廿四年三月廿四日即西歷一千八百九十八年四月十四號中國
 駐美大臣伍廷芳光緒廿四年三月十二日即西歷一千八百九十八年三月二號
 由中國總理各國事務衙門電寄之

第七號 中美粵漢鐵路借款草約

第七號

中美粵漢鐵路借款草約

光緒二十六年

ad by the said Company on the 22nd. day of April, 1898; and,

Whereas, a preliminary survey as provided for in said main agreement has been made and a map showing the results of the same has been presented to and approved by H.E. Sheng; and,

Whereas, the said survey discloses that the work of construction will cost more than originally contemplated; and,

Whereas, a supplemental agreement has thus become necessary to provide for such additional money and for other details;

Now, therefore, for this and other purposes, it is agreed,

ARTICLE 1.

It is originally stipulated in Articles 1 and 2 of the Main Agreement that the loan for the Canton-Hankow line is to be for not less than £4,000,000, the same to be calculated in American Gold, but that if this sum is not sufficient, it may be increased and more borrowed.

Imperial Chinese Government Bonds are to be issued for the entire sum similar to the Bonds of recent Chinese loans with the railway as first mortgage security therefor, but without pledging the Customs as guarantee.

Inasmuch as the actual amount of the present loan could be only decided by the estimates of the Engineer-in-Chief made after survey and now that a preliminary survey has been made and on account of the extensions of the Ping Hsiang and San Shui lines being included in the estimates, as also on account of the unexpected physical difficulties

諭旨與美國公司代理人巴時在華盛頓訂
立旋於西歷一千八百九十八年四月廿
二號由美公司認准照辦
又查此路已照原約測勘大概情形繪圖
呈由盛大臣核准茲因測勘後查明建造
工費須比原擬較多是以須續訂約章將
所有應行添籌款項及各詳細事宜略訂
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一原約第一第二款本載明粵漢鐵路借款至少英金四百
萬鎊照美金申算若此數不敷必須添增亦可多借照
總數印發中國國家金圓小票做照中國近日借款小票
惟不以洋關作抵而以鐵路作為頭次抵押此項借款實
數自應由總工程司勘估方能定奪今已大概測勘因展
長之萍鄉三水兩路一併合算在內又因地勢崎嶇工作

which are now disclosed and which render the work of construction more laborious and expensive than was at first contemplated, it is HEREBY AGREED that the amount of the Gold Bond Loan should be liberally estimated and that a sum of 40,000,000 dollars, American Gold, will be required for building and equipping the Railway.

The American Company is hereby authorized to sell or hypothecate the bonds of such loan from time to time as money is needed for the work or as the money market will allow. But the provisions of the 1st. and 2nd. Articles of the Main Agreement must be followed in that instalments of so much at one time shall be paid in when interest on the amount so paid in will begin.

The 40,000,000 dollars' loan is to be issued at separate periods and in series not less than four, each series is to be in such amount as the Engineer-in-Chief may determine under direction of the Director General and the American Company in accordance with the extent of the work to be undertaken, so as to prevent the Chinese Government from suffering any undue loss in interest.

ARTICLE 2.

The proceeds of this loan are to be used in the construction and equipment of the railway and its appurtenances from the City of Hankow to the City of Canton.

It has been estimated by the Engineer-in-Chief that the distance from Wuchang to Kwangchow with a detour to San Shui is 740 English miles, the branch line of Ping Hsiang 66 miles, the branch line of Yow Chou 25 miles, branch line of Siang-

銀鉅非前所能預知今乃查得又非前擬借之項能足敷用是以議定借款金錢小票之數須比前較從寬約估應有美國金洋四千萬圓乃敷築辦及備置鐵路所需各項准美國公司隨時需款造路或銀市合宜時出售或揭押但必須按照原約第一第二款所載隨時分次交明該款若干隨時起計利息所有借款四千萬圓應由督辦大臣與美公司飭令總工程師估計工程次第分期售票至少分作四次以免中國徒然吃虧利息

二此借款應用以建造及

備置各項由漢口至粵
東省城鐵路之用經總
工程師測勘武昌至廣
州繞經三水七百四十
英里萍鄉枝路六十六
英里岳州枝路廿五英
里湘潭枝路九英里避

tan 9 miles and sidings 78 miles, or a total of 918 miles.

The approximate estimate for the whole work, including materials, rolling-stock and for payment of interest during the several years' time occupied in construction and for contingencies is, altogether 36,538,000 Dollars American Gold. It is therefore AGREED with the American Company to borrow the nominal sum of 40,000,000, dollars. When the work is completed and there is then a surplus in funds realized from the proceeds of the bonds the said surplus is to be at the disposal of the Chinese Government for use for either redeeming the bonds or being held in deposit in banks for payment to the American Company on account of interest on the Bonds or for the development or business beneficial to the Canton-Hankow Railway, all to be arranged at the proper time between the Director General and the American Company.

ARTICLE 3.

As a firm guarantee for these Bonds issued by the Chinese Government hereunder, the provisions of the Main Agreement that the entire Railway, together with all of its properties, shall be given as a first mortgage security therefor and be carried out in accordance with the forms of the American law which are customary and usual in such cases. And it is hereby DECLARED that this Supplemental Agreement is to be taken as a mortgage, as is customary in America.

The provisions of this Supplemental Agreement in respect of the mortgage are to be construed and treated as of the same purport and effect as a mortgage customarily

車傍路七十八英里即共計九百十八英里約估全路一切工料車輛等費及預備路工未完之前數年利息及意外之需約共二千六百五十三萬八千美金是以與美公司商明借虛數四千萬金錢工竣之日如售買小票所得之項尚有多餘應存儲銀行聽候中國國家主意或贖還小票若干或在銀行備撥應給美公司之利息或添辦有益粵漢鐵路之事均由督辦大臣與美公司隨時商定

第七號 中美粵漢鐵路借款草約 光緒二十六年

三 中國國家發給金錢小票如何保實應

照原約所訂將鐵路以及全路產業作

為借款之初次抵押照美國通例解說

辦理故聲明即以此續約作為按美國

通例之抵押據此續約中所載抵押保各

事即與美國鐵路產業抵押保借款保

executed and delivered in the United States to a Trustee, for the purpose of securing loans to and bond issues upon railway properties.

It is further agreed that if the financial markets in the United States or elsewhere require the execution of another deed of mortgage, for the better protection of the bonds or require the appointment of another Trustee under American law, the American Company shall discuss the matter with the Director General, who will arrange the same as the exigencies of the case may require, the expense of the appointment of another Trustee in such case to be borne by the American Company.

ARTICLE 4.

According to Article 1 of the Main Agreement, it is provided that the loan is to be paid in instalments from time to time, as the work shall advance; the first instalment is to be paid as soon as the survey and report of the Engineer-in-Chief of the American Company shall be approved by the Director General and subsequent instalments are to be paid from time to time as money may be needed.

It is hereby agreed that within eight months after this agreement is officially signed and ratified, the American Company shall pay the first instalment to meet requirements for the work, whether the proceeds come from the sale or hypothecation of the Bonds or from advances made, provided the appropriate series of Bonds for the required instalment of such loan shall then have been executed and delivered. If, after the expiration of twelve months from the date of ratification thereof, the work of construction shall not have been begun on the Main line, this Sup-

小票照例立交受他人之據一律看待議
定日後美國或別處銀市隨時須另立合
美例之頭次抵押據以便保實小票押或
須另派受托人美國公司應與督辦大臣
商酌相機照辦如須另派受託人其需費
用由美國公司開支

四原約第一款所載借款按工程隨時分次交納候美公司所
派總工程司勘路詳報督辦大臣核准後即交納第一次以
後隨用隨交現議定續約簽字彼此核准後八個月內美公
司交納第一次造工應用之款無論出自售賣或抵押小票
之款或籌墊之款但所應交若干係須按照每次交出借押
之小票若干交繳如續約核准後十二個月不興工築造則

plemental Agreement is to become null and void.

Of the proceeds realized from the sale of the Bonds after deducting so much of them as may be required to be kept in the United States for the purchase of materials and payments of contracts there, such amounts as may be estimated and certified to by the Engineer-in-Chief to the Board of Commissioners hereafter mentioned as being required for the construction of any particular section of the Main Line or branch lines shall be ordered by the Board of Commissioners after consideration to be transferred to Shanghai to be kept in such bank or banks as may be mutually agreed upon and placed to the credit of the construction account for the exclusive purpose of building such section or sections of the Railways herein provided for under the supervision of the Board of Commissioners.

The accounts of the money spent from time to time in the United States of America and of the money transferred to the credit of the construction and other accounts for use in China are to be submitted to the Board of Commissioners for examination and for report to the Director General for the information of the Tsungli Yamen and for his further report to the Government Bureau of Railways and Mines and the Board of Revenue for record therein.

ARTICLE 5.

The date of the Bonds mentioned in the 2nd. Article of the Main Agreement and of the Debentures mentioned in the 6th. Article of the same Agreement shall be of even date with this Supplemental Agreement. Interest shall begin to run

續約作爲廢紙此項借款除在美國存備購買機料給價及合約付支外係由總工程師
估量給據至此續約中後屬之總辦管理處聲明爲築辦何段幹路枝路需款若干由管
理處核定劃至上海彼此公指之銀行收入鐵路工程帳內專爲在中國築辦合約所指
之鐵路之用由總辦管理處監察在美國陸續用出各帳以及滙交中國工程所用各帳
均應按次呈繳總辦管理處復核稟明督辦大臣轉咨總理衙門統轄鐵路礦務總局戶
部存案

第七號 中美漢鐵路借款單約 光緒二十六年

五原約第二款
所指之小票
并原約第六
款所指之餘
利憑票日期
應與此續約
日期利息一

upon the bonds only from the date of their respective sales and deliveries to the public and due adjustment of such interest will then be made with the respective purchasers for any fractional period of time thereafter covered by the coupon next maturing. For the purpose of such adjustment the then current interest may be reckoned from the nearest first or fifteenth day of the month in which the sale and delivery occurs, as the case may be.

Coupons which have therefore matured are to be cancelled and delivered to the Chinese Minister in Washington for transmission to the Railway Administration.

As to the form of the Bond, it is to be agreed upon by the Director General or by the Chinese Minister in Washington, and the American Company at the same time as this Supplemental Agreement is signed, but if hereafter the money markets in New York or other countries require the modification of the form of the Bond, except in anything that affects the amount of the Loan, the rate of interest, the period of the Loan and the liability of the Chinese Government, which are not to be touched at all, such modifications may be made to meet the views of the money markets by the American Company in consultation with the Chinese Minister in Washington.

Any such modifications are to be at once reported by the American Company to the Director General for the information of the Tsungli Yamen.

The Bonds and the American debentures are to be engraved entirely in the English language and shall bear the facsimile of the signature of the Director General and of his Seal of Office, in order to dispense

律利息則由實售小票給交買主之日起算其初次息票期內所應得利息多寡當由買主算扣按日期核給是以一月之內其賣票之日較近於初一者則算初一起息較近於十五者則算十五日起息解說譬如一月分作初一日近於初一日如初三者則由初一起息初八九則上半月無息一十五兩截其賣票之日近於十五日如二十者則由十五起息二十三則全月無息其息票全張實小票時經已過期者即行註銷剪出交中國駐美大臣寄回總公司至小票應如何格式當與督辦大臣或中國駐美大臣與美國公司於簽訂此續約時同時酌定但日後或因在紐約省銀市或在別國銀市出售須將票式除借款數目利息年限及中國國家一切責任不准更動外其餘酌量稍為參改以順銀市之意應准美國公司商請中國駐美大臣稍為參改其如何參改之

with the necessity of signing them all in person, as, owing to the distance being great and the bonds numerous, the transmission of same is difficult. But the Chinese Minister in Washington is to sign each of the Bonds and Debentures and put his Seal thereon, as a proof that the issue and sale of these Bonds, as well as the Debentures, are duly authorized by, and binding upon, the Chinese Government.

Such Bonds or American Debentures are to be numbered consecutively and as many Bonds or Debentures, whether American or Chinese, as may be needed, are to be properly engraved under the supervision of the American Company.

The annual rate of interest for the Bonds is five per cent., according to the amount of their respective face value, to begin as herein provided; such interest is to be paid in American Gold.

The first mortgage bonds of the railways to be built under the provisions of this Supplemental Agreement are, as soon as they are engraved and signed and sealed by the Chinese Minister in Washington as hereinbefore provided, to be countersigned by the American Company.

The Chinese Minister in Washington and the American Company are to agree upon the selection of a proper Trust Company or Safe Deposit in New York to keep these bonds, subject to the needs and requirements of the American Company, so as to enable it during the progress of construction to sell these Bonds in separate lots from time to time, or hypothecate the same in order to raise money to pay for the work of constructing and equipping any sections of the Main line, or any

處美國公司立即知會督辦大臣以便轉達總理衙門查照小票及美公司餘利憑票全用英字刊雕督辦大臣所簽之字所蓋之印均刊雕於上路遠票多以免親自簽押遞寄爲難中國駐美大臣則逐張簽押蓋印以示中國國家允准及承認售發此項借款小票並餘利憑票該小票與中國及美國餘利憑票每張須編列號數各共需若干張屆時由美公司刊雕妥當此小票每年按照票面股本給息五釐按照此約所訂日期起算即以美國金錢核付此續約所定辦理之鐵路頭次抵押小票一俟刊雕由中國駐美大臣簽印後由美公司互簽中國駐美大臣與美國公司會同揀選紐約埠之合宜受託公司或庫房收存以便美國公司相需隨時取用於工程期

of the branch lines as may have been approved of by the Director General.

It is also agreed that the charge for the safe deposit of the Bonds is to be paid from the general accounts of the railway; beyond this, all expenses for the sale of the Bonds and such-like, are to be borne by the American Company.

It is likewise agreed that the American Company, for the purpose of raising funds for the construction and equipment of the railway, may, at any time notify in writing the Trust or Safe Deposit Company with whom the bonds are deposited, to withdraw therefrom the number of bonds they may require and thereupon the Trust or Safe Deposit Company simultaneously with any such withdrawal and delivery or deliveries of the same to the American Company, shall forthwith notify the Chinese Minister in Washington, and, in his absence, the Chinese Legation of the respective withdrawals and deliveries while, at the same time, the American Company is similarly to notify the Director General with the object of enabling him to report thereon to the Tsungli Yamen and the Government Bureau of Railways and Mines and the Board of Revenue.

The amount of the first mortgage bonds in the sum of 40,000,000 Dollars is thus fixed in pursuance of the provisions of the Main Agreement for the purpose of constructing and equipping (in accordance with the survey and estimates of the Engineer-in-Chief as approved by the Director General), the main line of the Canton-Hankow Railway and of meeting the requirements for the performance of all matters provided for in these Agreements; but if, for

內分次出售或抵押籌墊款項撥作築造及辦理各段幹路以及督辦大臣核准之枝路之用又議定其存票費由鐵路帳內撥給此外賣票等費均由美公司撥給又議定美國公司為籌墊築造及備置鐵路所需各項可隨時繼續知會收存小票之受託公司或庫房提取若干受託公司或庫房應即如數照交並即知會中國駐美大臣如駐美大臣公出則知會使署告知取出之數美國公司亦須照樣知會督辦大臣轉咨總理衙門統轄鐵路礦務總局戶部查照頭次抵押小票計金洋四千萬元以便遵照原約所定築造及辦理總工程司勘估督辦大臣核准之粵漢幹路以及辦理約中訂明各事所需惟若因築造枝路展造幹路係美國公司所請已奉督辦大

the purpose of building any branch lines or the extension of the Main Line, which may hereafter be requested by the American Company and for which the Imperial approval shall have been already obtained through the Director General, more funds are needed, a further issue of Bonds may be made; estimates for such branch lines and extensions shall be reported by the Board of Commissioners to the Director General for approval.

On the face of these first mortgage bonds shall be expressed the value thereof in the sum of 500 Dollars or 1,000 Dollars gold, or in such different amounts as the Chinese Minister at Washington may sanction.

The Chinese Ministers residing in any foreign countries shall comply with any request for the issuance of any certificates for the verification of these Bonds and answer any relevant inquiries that may be made in regard to them, for the information of the money markets in order to insure a better sale of the bonds.

It is further agreed in accordance with the provisions of the 2nd. Article of the Main Agreement that the Railway which is to be built according to the estimates of the Engineer-in-Chief, together with all its appurtenances, shall be and is hereby given as a guarantee under first mortgage as hereinbefore provided for the payment of principal and interest of the Loan at maturity thereof.

If any of the Bonds and Debentures are lost or destroyed, a re-issue of any thereof is to be made in the amounts respectively called for by such lost or destroyed bonds or debentures, but proper proof of the loss or destruction must be given in

臣奏明國家核准者如果再需款項仍可加售小票所有該枝路及展造幹綫估價數目由總辦管理處稟商督辦大臣核准此種頭次抵押之小票面上註明金洋之數或伍百元或一千元爲額或別項數目由中國駐美大臣另行酌定亦可中國出使各國大臣允隨時俯准所請發給憑單證實此種小票並俯答詢問合宜各事俾銀市信息靈通票易暢銷又議定遵照原約第二款訂明章程照工程司估計工價造成鐵路產業按約內所載保到期付息付本等用如有小票以及餘利憑票或失或毀應准重發新票其銀數與已遺失小票或餘利憑票註明之銀數一樣惟失主須按例將實在毀失憑據呈繳美國公司並中國駐美大臣查核存案應須的保美國公

the usual form to the American Company and the Chinese Minister in Washington for examination and record, and the requisite guarantee is to be obtained by the American Company from the respective claimants concerned.

It is likewise agreed that an additional issue of bonds to the extent of not exceeding 2,500,000 Dollars Gold may be made in such series as may be required for the purchase of lands for the railway, in addition to the amount which the Engineer-in-Chief has already included in his estimates for the termini he has surveyed in Canton and in Wuchang and exclusive of what the Chinese Railway Administration may provide from its own resources for the purpose.

The bonds of these additional issues referred to in this article are to be sold under the same conditions and treated in the same manner as the Bonds mentioned in Article 1 of this Agreement, and with the same guarantee and mortgage security.

ARTICLE 6.

The Director General shall, as far as may be conveniently practicable, use the present office of the Railway Administration as the place for the Chief Office of the business of the Railway and when the work of construction is ready to begin, the Director General shall, in accordance with the provisions of the 5th. Article of the Main Agreement for the creation of a Bureau or Department analogous to that for the Chinese Imperial Maritime Customs, appoint a Board for Supervising the construction and operation of the railway, to be called the Board of Commissioners, which shall, as far as may be conveniently practicable,

司應向失主索取的保又議定另可加售小票不得逾金洋二百

五十萬元用爲隨時購買鐵路地基其總工程司已勘定廣東湖

北兩處車站之地其地價估價單內已經預備其由中國總公司

自出者一概不在此數之內此款內所訂明加售之小票均與第

一款出售之小票一樣章程一律看待一樣抵保

六鐵路總公司公司現在之寓址如便

當合宜督辦大臣即以爲總局辦公

之所此鐵路預備開築之時督辦大

臣即照原約第五款所載仿照海關

章程設立管理造路行車事務處名

之曰總辦管理處如總公司現在寓

be located in the building of the Chinese Railway Administration for the greater convenience of transacting business; the members thereof shall be five, of whom two are to be Chinese selected and appointed by the Director General; and, besides the Engineer-in-Chief, there shall be two Foreign members selected and appointed by the American Company. The salaries of these five members are to be fixed by the Director General and the American Company and to be paid from the general accounts of the Railway. In case of disagreement between the Chinese and Foreign members, the matter shall be referred to the Director General and the Agent of the American Company resident in China for adjustment in an amicable way.

The appointments and functions of all the employees of the Railway, Chinese and foreigners, with the exception of the Engineer-in-Chief, who shall be nominated by the American Company and approved by the Director General, as well as their salaries, including those of the officials of high rank referred to in the following paragraphs, are to be made and fixed by the Board of Commissioners and reported to the Director General. In the case of important appointments, the same shall first be reported to the Director General by the Chinese members of the Board. As the progress of the construction reaches any particular province the appointment under Imperial Sanction of a Chinese Official of high rank shall be made in such province by the Director General for facilitating the settlement of any local matters with the provincial government concerned.

For the service of the Railway any Chinese of Official rank and

址便當合宜總辦管理處即在此辦事其辦事人員五名中國總辦兩人由督辦大臣選派除總工程師外西員兩名由美國公司選派以上五人薪水均由督辦大臣與美公司核定由鐵路支給如遇中西人員有意見不同則由督辦大臣與美公司之駐華代理人會同和衷商酌辦理鐵路中西辦事人員及其職事除總工程師為美國公司所選擇由督辦大臣核准外其餘人員及其薪水并下段所載大員之薪水統由總辦管理處擬定稟告督辦大臣至重要職司應由中國總辦管理處之員預先稟商督辦大臣辦理鐵路辦至何省必須由督辦大臣於該省奉派大員一人於省內地地方一切事方能接洽如辦事華員須有職銜名目合宜者可由總辦管理處稟

competent for the work may be recommended by the Board of Commissioners to the Director General for employment under the formality of a letter of appointment.

For the important offices of the Railway, foreigners of ability and experience shall be employed. In the Engineering and Traffic Departments competent Chinese may also be employed; and all employees, whether Chinese or foreigners, if incompetent in their work or unsatisfactory in their behavior, may be dismissed at any time by the Board of Commissioners and reported to the Director General. The Chinese and foreign members of the Board when sick, or absent, may be represented at the Board by available substitutes, and in the case of the Chinese members, the substitutes must be approved by the Director General, and in case of the foreign members, by the American Company.

The School for the education of the Chinese in the construction and operation of railways shall be left to the Board of Commissioners to carry out, subject to report to, and approval by, the Director General.

The accounts of the disbursements and receipts of the Railway are to be kept by a Chief Accountant, whose records and books are at all times open to the inspection and examination of the Board of Commissioners. All the accounts of the Railway construction and operation in China are to be kept in Shanghai currency in the Chinese and English languages, with the combined signatures of a Chinese and a foreign official. The staff of the Chief Accountant's Department shall be composed of Chinese and foreigners, who must be satisfactory and reliable men.

請督辦大臣札派辦理鐵路重要之事須有本領有見識之西人乃可僱用至工程事務各事熟悉合宜之華人亦可派充勿論中西辦事人或因本領欠佳或因行為不妥總辦管理處隨時開辭並稟知督辦大臣其總辦管理處中西人員或因疾病或因外出准將應辦各事託能就近到場之人代理惟代華員之人須由督辦大臣核辦大臣核定鐵路開支進款均歸總帳房登記簿籍隨時由總辦管理處閱核鐵路建造行駛在中國所用各帳悉用上海規銀核算帳目華英並記華員洋員一同簽字帳房辦事人員中西並用務必妥實可靠

ARTICLE 7.

Under the provisions of Article 2 of the Main Agreement the properties covered by the first mortgage security hereby created consist of the Railway, its property and equipment; said mortgage to be executed by a deed in the usual form as contemplated by Paragraphs 1 and 2 of Article 3 hereof. But subject to the mortgage and guarantee thus given by the Chinese Government, it is hereby declared that this Railway is in fact a Chinese property. All the lands that may be required for the Canton-Hankow line, as also for its future extensions and branch lines, as approved by the Director General, and for the double-track sidings, stations, repairing shops and car sheds to be provided in accordance with the detailed plans now made or hereafter to be made by the Engineer-in-Chief, and approved by the Director General, shall be acquired by the Railway Administration, whether in whole or in part, according to the means at its disposal at the actual cost price of the same.

The titles to the rights-of-way for the track and of all other lands shall be free from all encumbrances or entanglements and shall from time to time, as soon as secured, be registered in the name of the Railway.

For such money as may be provided by the Chinese Railway Administration for the purchase of the rights-of-way and all the needed lands, there shall be allowed yearly interest at six per cent. per annum upon the cost of the land, to be paid by the Railway after the fixed charges and maintenance and the interest of five per cent. on the Bonds shall have been met.

七原約第二款載明此約所定之頭次抵押物件係用鐵路及鐵路車輛產業等項應照例繕據按續約第三款第一節辦理除頭次抵押並中國國家認保外須聲明此鐵路實係中國產業所以粵漢鐵路以及日後督辦大臣核准展造之路並枝路雙軌地基避車傍路車站修理廠停車處所需各地均由總工程司前後詳細繪圖呈請督辦大臣核准之後即由中國總公司能籌全款或祇籌款若干購備鐵路之用悉照實價核算其路基以及各地地契務須毫無輻轉統行寫入鐵路名下隨買隨寫中國總公司所自備之資本購買鐵路地基以及需用各地應於鐵路進款先提付繳費養路費及小票五釐年息後撥給六釐作為地價之年息又

It is further agreed that the price of the land bought by the Chinese Railway Administration shall be reasonable and of the actual cost.

Such lands are to be purchased by the Railway Administration from time to time, as required, in conformity with the surveys heretofore or hereafter to be made by the Engineer-in-Chief or his assistants, under the instructions and subject to the approval of the Director General. Current reports of those purchases (together with the appropriate title deeds of the same) are to be transmitted by the Railway Administration under the direction of the Director General to the local Agent of the American Company, for record and preservation in its office in Shanghai, and for the purposes of establishing the first mortgage security (and thereafter for return to the Railway Administration), as hereinafter in this Article generally provided in respect of railway lands and properties, it being understood that no purchases of considerable bodies of land, on account of the railway, especially outside of the survey limits-as above indicated-will be bought to be made without previous conference thereon between the Director General and the Agent of the American Company in China.

If the American Company are hereafter called upon to provide the means in whole or in part for the purchase of the lands and rights-of-way required for the Railway (and in the event that the Railway Administration do not make such purchase at their own expense), they, the American Company, will not be expected to make any final payments for such lands or rights-of-way before the same have been surveyed and staked-out by the

議定中國總公司隨時購地付價應照公道與及實在之價核算所買之地須按鐵路所需多少及總工程司或其副手所測勘指定者而買仍候督辦大臣飭諭並核准施行買地隨時稟報各件及各地契由督辦大臣隨時飭總公司轉送美國公司駐滬之代理人收執以為頭次抵押之據照此約下文所載掌管鐵路及鐵路地基產業之法一律辦理合約滿期時仍將一切地契交還總公司收回茲並聲明若欲買大宗地畝為鐵路用者督辦須與美公司駐華代理人商妥方可其在上文所云測勘指定界外者尤須先商定後買倘美國公司代籌全路所需之地地價或代籌若干如總公司不自行籌款購買則所買之地若未經總工程司或其代委之人先行勘

Engineer-in-Chief or his authorized deputy and the titles thereto or sufficient agreements to secure and convey such titles (for a continuous strip of land not exceeding 100 feet in width between the respective termini of the railway, besides the necessary station grounds), shall have been duly secured on behalf of the Railway by the Railway Administration or Imperial Government and have been duly lodged for safe keeping with the Agent of the American Company.

The amount to be paid by the Chinese Railway Administration for any land exclusive of the terminals the Engineer-in-Chief has already allowed for in his original estimates, shall, altogether, not exceed the sum of 2,500,000 Dollars Gold, for which yearly interest at the rate of six per cent. shall be allowed to the Railway Administration from the receipts of the Railway. These lands may be paid for in railway obligations to be known as "Rights-of-way Scrip," which shall receive the above six per cent. interest. Full and detailed records of all such scrip-issues and of the purpose for which the same are issued are to be kept by the Railway Administration, subject to inspection of the Board of Commissioners with proper provision for the annual registration of interest payments made thereon.

It is further agreed that if the American Company is called upon to provide means for the acquisition of the lands, whether by the sale of bonds, or by advances from other sources, the Chinese Government guarantees to procure and protect all the lands that are required for the rights-of-way for the purpose of enabling continuous construction from both ends and the same shall be as speedily bought as possible,

明標誌及地契未交到或定買合同將來立契各據未交到並所買之地須由兩頭大站聯蟬建築軌道不得逾一百尺之闊各處車站地基在外總公司或中國國家買妥之後未將契券交美公司代理人收存則美公司不完給地價中國總公司所出地價除總工程司原估預備之款外合共不得逾金洋二百五十萬元則准由鐵路進款支付總公司年息六釐此地價可給以鐵路股票名曰鐵路地價股票給上列年息六厘所發給之股須詳細登註載明因何發給此冊存於總公司任由總辦管理處隨時查閱並立妥法登記每年所付之利息又議定如果美國公司須代籌付地價或由售小票或另行籌墊中國國家允准購足並保護所需路基各地以便由兩

according to the plans and surveys submitted by the Engineer-in-Chief.

The title-deeds of all such lands shall, as soon as bought, be made out in the name of the Railway and given over to the custody of the Agent of the American Company, according to the provisions of this Supplemental Agreement.

It is also agreed that the lands thus bought, whether from Chinese or American advances, shall be free from all entanglements arising from removals of graves or from prejudices of Fengshui and shall be conveyed by full and sufficient deeds of title and deeds of assignment, according to Chinese law, all of which are to be kept and recorded in the Shanghai office of the American Company and be held by it as a first mortgage security for the Bonds under the provisions of this Supplemental Agreement, until such time as principal and interest of the bonds, together with all foreign indebtedness shall have been paid off and the same shall then be returned to the Chinese Railway Administration.

For the proper protection of the first mortgage security, the Chinese Government (according to the provisions of the Main Agreement), undertakes that until the bonds shall have been redeemed and the yearly interest thereon shall have been settled up and the net profits due on the American Debentures shall have been paid, no part of the lands comprised in the mortgage security, or of the railway with all its appurtenances shall be transferred or given to another party or shall be injured or the rights of the first mortgage in any way impaired. It is likewise agreed that until the principal and interest of the loan and all indebtedness

端聯蟬築建鐵路按照總工程師勘定繪呈之圖妥速購買其路基各地之契一俟購定即寫入鐵路名下照此續約所議交美公司代理人收執又議定所購各項地基不論由總公司或美公司籌款務須斬斷葛藤盡去遷移墳墓及風水各室碍按照華例所應有地契賣契紙據切實辦妥由美公司代理人在滬行註冊收執照此續約作爲小票頭次抵押須俟小票本利及各項洋款清還後即繳還中國總公司爲保實頭次抵押起見照原約議定中國國家俯准其小票未贖年息未付美國餘利憑票尙欠應分未分之利不得將抵押之地鐵路及鐵路產業出售移交轉給推讓與他人亦不得稍有損碍頭次抵押之權利又議定除借款本利以及各項欠款清還

shall have been paid off or unless, with the express consent in writing of the American Company, the Chinese Government or the Chinese Railway Administration shall not again mortgage the above properties to another party, whether Chinese or foreign. During the period of this Agreement, no taxes shall be levied by the Chinese Government on the Railway and its appurtenances, nor on the receipts and disbursements of the same, or on the funds required for the payment of the Bonds and Coupons, or held in reserve for the purposes of the Railway.

It is also agreed that if the semi-annual interest of the first mortgage bonds is not paid on any due date thereof, or if the principal of the loan remains unpaid at maturity of the same, the whole Railway with all its appurtenances herein mortgaged to the American Company for the bondholders, shall be handed over to the American Company to be dealt with by it according to law in such manner as will insure the proper protection of the interest of the bondholders. When the whole loan and the interest due thereon and all indebtedness shall have been paid off, the railway, with all its appurtenances, in good working condition, shall revert to the possession and management of the Chinese, according to the provision of the Main and Supplemental Agreements.

ARTICLE 8.

The surveys and plans heretofore made by the Engineer-in-Chief having been of a preliminary nature, it is Understood and Agreed that as soon as the railway is about to be constructed and before the construction of any sec-

或美國公司繕據明白允准外國國家或中國總公司亦不得再行抵押與他人勿論
 華人西人又此約期內鐵路鐵路產業所用各地及進出款項小票息票存項與及鐵路
 一切別用積項中國國家概不收稅又議定如照約所訂日期不付年息或期滿本款不
 還所有鐵路以及全路產業抵押於購置小票人之美公司者統交美公司遵照通例辦
 理以便實在保護購執小票人之利益一俟全款及所欠之息並各項欠款清還則原約
 與此續約所指之鐵路及全路產業固好合用如常歸回華人管理並照原約續約所載
 各節一律照辦

八彼此議定總
 工程司已勘
 之路所呈之
 圖僅屬大概
 各段將開工
 時如須再詳
 細量勘亦當

tion thereof is begun, a further and final survey is to be made of the section or sections concerned, whenever the same is necessary. In such case detailed plans and estimates of cost, whether of the respective sections of the main line, or of any extensions, branches or alterations of the same, are to be submitted to the Board of Commissioners for the approval of the Director General in the same manner as heretofore observed in the case of the preliminary survey.

照辦隨後不論何段或幹路中之分段或展造之路或枝路有更改之處將要開工必須先將該段詳細路圖說略以及估計工價照初次勘路一律辦法交由管理處呈請督辦大臣核准方可施行

ARTICLE 9.

It is provided in the 4th. Article of the Main Agreement that all materials shall be purchased in the open market at the lowest prices obtainable; that products of the Hankow Iron Works and Chinese materials are, wherever practicable, to be preferred; that beyond the remuneration mentioned in the preceding part of that Article, there shall be no commission allowed. All these stipulations in the Main Agreement are to be observed. But, as to the point of purchasing in the open market of all materials, the Director General shall have the right to exact that all such materials shall be of good and satisfactory quality.

九原約第四款所載各式材料必須名場購買價值最低者如鄂廠等料及中國所出材料必須儘用除上海酬勞費外別無扣用悉照原約所載各節辦理惟名場購買各式材料督辦大臣有權索要是實在佳價妥當之材料方可如按貿易行規其例有回頭用或用者悉歸造路總帳

All trade discounts, or rebates, if any, are to go to the Construction Account.

ARTICLE 10.

In Article 3 of the Main Agreement, it is provided that in the construction of the trunk line or branch lines in the operation of the Railway and in the performance of the different kinds of business connected with the Railway no interference or obstruction by the Chinese

十原約第三款所載築造幹路枝路駛行輪車以及與鐵路相關之各項事業中國人外國人均不得干預藉詞

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or foreigners will be permitted, etc.. The foregoing is understood to mean that not only the Chinese Government is specially requested to provide protection for the Main Line and branch lines, whether while in construction or in operation, but also, that the properties of the Railway and combined enterprises of the Chinese Administration and American Company, as also the Chinese and foreigners employed therein, are to enjoy the utmost protection from the local officials, civil and military, in the Provinces through which the railway shall pass, particularly on occasions of local disturbances and of obstructions by natives. The Board of Commissioners are authorized to maintain a railway police of Chinese, with Chinese and foreign officers for the protection of the railway along the line and the properties of the same. Their wages and maintenance are to be wholly defrayed by the railway. In the event that the railway may require further protection by the military forces of the Imperial Government or by those of the Provinces concerned, the same will be duly requested by the Director General and promptly afforded, it being Understood that such military forces, although freely transported by the railway, are to be maintained at the expense of the Government or Province, as the case may be.

ARTICLE 11.

What is stipulated in Article 7 of the Main Agreement with reference to the signalling service of the railway is understood to mean the telephone and telegraphs that are required for the working of the Main and branch lines.

These are exclusively to be for the use of the Railway only and are

阻撓等語實在解說係不特專請中國國家俯准而且幹路枝路或現在築造或已
行開車鐵路產業中美合辦各事辦公中西人等悉應由經過各省文武官員隨時
竭力保護於匪徒鬧事及土人阻撓各端尤屬緊要並准總辦管理處隨時練養鐵
路華巡捕一隊其弁目兼用華洋人藉以沿途保護鐵路及所有產業其工費概歸
鐵路發給如鐵路另要國家或各省派兵保護之處由督辦大臣咨請即派其由火
車運兵到場鐵路概不收費兵餉由官發給

十一原約第七款所
載打旂等事實
在
解說係指幹路及
枝路所需德律風
電報以及號令專
為駛行輪車及辦

not to interfere with the business of the Telegraph Administration.

Hereafter, if any enterprises shall be desired that may be of benefit to the Chinese Government and adjunct to the business of the railway, or contributory to the support of the Railway and beneficial for the development of the traffic of the same, such as steam-ferries, warehouses, and the like, or other than the usual railway work and repair shops, the American Company shall be permitted at all times to discuss with the Director General for the devisement of means to carry these enterprises into effect.

ARTICLE 12.

According to Article 6 of the Main Agreement the form of the net profit sharing debentures is to be agreed upon between the Director General or the Chinese Minister at Washington and the American Company.

These American Debentures carry no fixed interest; they are to have a term of fifty years and a declared face value of 500 or 1,000 Dollars each, and also, are to be issued to the American Company at the same time as the first mortgage bonds, and in amounts proportionate to the respective series of such bonds to the amount of one-fifth of the aggregate thereof. And it is Understood that if, hereafter, there is an issue of the first mortgage bonds in excess of the requirements of the railway, and such excess is retired or cancelled, a like proportion of American Debentures shall likewise be subject to retirement or cancellation.

Before the expiration of the term of fifty years, the Chinese Administration shall have the right to redeem the American Debentures

理鐵路各事之用不得佔奪電局之權力將來凡有與中國國家有益於鐵路相關能保養鐵路及於鐵路生意有利益除平常鐵路機器廠修造廠外其餘如火輪渡船棧房及別項機器廠等類准由美國公司與督辦大臣隨時商酌設法請辦

十二原約第六款餘利虛數小票其格式應由督辦大臣或駐美大

臣與美公司安定美國餘利憑票注明以五十年為期其票價每張或五百元或一千元並不帶年息於頭次抵押之小票同時按次發給每次多少係按小票發給多少而定以至總數五分之一為度茲并言明日後所發售頭次抵押票有逾於造路所需者其所多出之票須收回或註銷者美公司名下所著之餘利小票亦

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at their face value. After the expiration of fifty years, the American Debentures shall be null and void. But if any net profits shall have accrued on such debentures prior to their redemption or maturity, said accrued net profits must be paid before the same are cancelled.

The Chinese Railway Administration is entitled to issue and receive like net profit sharing Debentures (to be in form appropriate for use in China and unlimited in their term, as also without redemption features), to an amount equal to the remaining four-fifths of such total first mortgage bond loan. These Chinese Debentures may be issued, in whole, or in part, whenever desired by the Director General, but the net profits will be retained and used by the Railway Administration for the purpose of accumulating a fund to be derived from such share of net profits as may accrue thereon wherewith to pay off any first mortgage bonds which may from time to time be redeemed under the provisions of this Agreement, or for generally reducing or ultimately discharging railway loan obligations whenever desirable, by means of the profits of the Railway. But such Chinese Debentures may, however, be used in part by the Railway Administration, if necessary, in payment for rights-of-way or other lands which are essential to the Railway and which cannot otherwise be conveniently acquired by it.

The yearly income of the Railway shall be subject to a deduction of all working expenses, cost of maintaining and repairing the Railway, the renovation or replenishment of engines and rolling-stock, and all expenditures connected with the business of the Railway and subject to the payment of the

如數退回註銷五十年期限之內中國總公司可照原價取贖五十年期滿此美國憑票作廢毋庸給價取贖惟
取贖以前或未滿以前鐵路已獲照章應分之餘利均須分給乃能註銷總公司亦可發給並享售此項餘利憑
票其格式須合用於中國但不載年限又無取贖字樣其總數總公司名分所著頭次抵押借款全數五分之四
其應全數刊發或刊發多少由督辦大臣隨時核定所得之餘利總公司可留作公積按所沾分之多寡或用以
還頭次抵押借款按此約隨時可取贖者或用以還輕或清償所有中國隨時鐵路之負項又或此項中國餘利
憑票可用以抵給總公司購買鐵路所必需之地價蓋因有地非給餘利憑票不能買進也此鐵路每年進款除

interest on the Bonds at 5 per cent. per annum (and of interest at six per cent. per annum on the cost of the land provided by the Chinese Administration, or provided by an advance by the American Company); whatever is left of the gross income is considered to be net profits, of which one-fifth is to be given for division pro rata among the holders of the American Debentures.

The American Company are hereby appointed the Trustee for the purpose of the issue of the Bonds and the American Debentures and the registration and the redemption of the same, as also of the paying of the interest on the Bonds and the distribution of net profits and such other duties as appertain to a Trustee.

If the first mortgage gold bonds shall have been all redeemed, according to the provisions of this Agreement, before the net-profits-sharing debentures of the American Company have been redeemed, or shall have lapsed by effluxion of time the American Company shall be permitted to have a Representative in the Railway Office (whose salary is to be paid by the Railway Administration) to inspect the accounts of the Railways.

The duties of this officer are those of an accountant, who is to protect the interest of the holders of the American Debentures until such time as such debentures shall have all been redeemed or lapsed by effluxion of time when the further services of such accountant shall be dispensed with.

ARTICLE 13.

By way of facilitating the issue of and dealing in the Gold Bonds by the New York Bankers, and in order that the same may find a

提付各項經費及養路修路並添換機器車輛與辦公一切費用又除美公司借款小票年息五厘及中國總公司自備或另借美公司購買地價之年息六厘外所剩是為餘利當提五分之一給執掌美國餘利憑票之人照數分派美國公司即作為受託人經理發給小票及美國餘利憑票註冊取贖分派利息及餘利各事並凡受託人所應辦之事如頭次抵押之金錢小票照此約訂定章程全行贖清而美國公司餘利憑票或未贖或未滿期則美國公司准選派一人在鐵路辦事由鐵路開支薪資隨時可以查閱鐵路賬目此人所辦係賬房職司保護執掌美國餘利憑票人之利益一俟餘利憑票贖清或滿期則此賬房即行裁撤

十三所

發金

錢小

票俾

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銀行

與商

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market in London, as well as in New York or elsewhere, it is Agreed that the buyers of the Bonds may be allowed hereafter to receive the interest, either in American Gold or British Sterling, according to their wish, the Chinese Government in such case calculating and remitting the amount of the interest in American Gold, but not being responsible for any loss or gain in the Exchange when desired by the Bondholders to be converted into any other foreign currency.

ARTICLE 14.

All materials of any kind that are required for the construction and operation of the Main line or branch lines, and the adjunct business in thereof, whether imported from abroad or from the Provinces to the location of the works shall (following the precedent of the Northern Railway), be exempted from Customs duties and Likin. The Bonds of this Loan, together with their coupons, debentures and the income of the Railway, shall be free from imposts of any kind by the Government of China.

As to the Likin for freights and passengers which may be transported over the lines from, to, or through the different provinces, the Director General will confer with the Government Bureau of Mines and Railways and the Board of Revenue for the devisement of proper means to protect the traffic of the Railway and to protect shippers who may utilize the Railway for the movement of their goods from illegal impositions and other abuses. If the arrangement for levy of Likin over other Railway lines in China is found to be more advantageous than that of the railways mentioned in

人購買交易在紐約或倫敦或別處市面通銷應議定准執票人日後收息或收美國金錢或收英國金鎊聽其自願惟中國總照美金滙交其由美金改換他國金錢滙水盈虧與中國無涉

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十四築造修理及行駛幹路枝鐵及合辦事業所需各種料件或由外洋進口或由別省運至工次比照北洋鐵路辦法准免關稅厘金此項借款股票息票餘利憑票以及鐵路之進項中國概行豁免捐稅鐵路經過之省所運之貨物等應繳厘稅督辦大臣應商統轄鐵路礦務總局戶部妥籌善法實力保護鐵路及藉鐵路運貨客商免受橫征需索諸

this Supplemental Agreement, the same advantages shall be extended to and enjoyed by the Canton-Hankow Railway and by the shippers who make use of the same.

弊如中國
別項鐵路
辦理厘金
更優於此
續約所指
之鐵路則
此鐵路及
藉此鐵路
運貨客商
應得一體
均沾

ARTICLE 15.

It is Agreed that during the time of the construction of the road, the yearly five per cent. interest on the Bonds and of six per cent. on the amount spent in the purchase of the rights-of-way is to be paid from the proceeds of the loan. The accruing interest from any proceeds of the loan not used during the period of construction and the earnings from the operations of any sections as they are built are to be used to make up the amount required for the payment of the said interest and if any deficiency remains it is to be met from the proceeds of the loan.

When the construction of the road is wholly completed, the interest on the Bonds and rights-of-way are to be paid from the earnings of the road every half year, and the first day of May and the first day of November of each year are fixed as the periods for those payments. It is hereby Agreed that twenty-one days previous to each such period the Railway Administration will provide the necessary amount therefor in Shanghai currency, and after ascertaining from the local banks the market rate of Exchange between silver and gold, the amount required will be handed over to the representative of the American Company in Shanghai for remittance to the Banks in New York, or other appropriate places. As to the American Debentures for the net profits when there are profits accruing from the working of the Railway the accounts after adjustment of

十五造路期內應付長年五厘之利息及實地款六厘之利息議定應由借款本銀內交付如
有造路期內未用到之借款轉存生息之息以及造成一段行車後所得之款皆可用以湊
付利息其尙不足之數總歸借本內提付鐵路全工告竣利息均由鐵路進項交付按半年
一付即係西五月一號十一月一號爲小票付息之期每期於二十一日之前由中國總公
司預備上海規銀若干向各銀行查照公同行市作價每一金錢合銀若干交明美公司之

profit and loss are to be made up once every year and such net profits (as appear to be payable under the provision of this Agreement after the yearly accounts are thus made up), are thereupon to be handed over to the Agent of the American Company for remission and payment over to the holders of the American Debentures. The cost of such remittance (which is to be made by the Agent through the banking agencies that may be established by him in China at the cheapest usual rate of the local banks), is to be charged to the general accounts of the railway, but nothing more than the amount allowed by the customary rate is to be demanded.

The Chinese Government undertakes and hereby promises to pay the interest on the loan on the due dates fixed therefor. If at any time the earnings of the Railway and the proceeds of the loan are not sufficient to pay the interest of the Bonds, the Railway Administration is to devise means for supplying the deficiency and should its inability to do so appear to be probable, the Director General will memorialize the Government to take measures to take up the deficiency from other resources, and thus be ready to pay off the indebtedness and to enable the required amount to be placed in each case at least twenty-one days previous to the due date of such interest in the hands of the Agent or other proper representative of the American Company in Shanghai.

ARTICLE 16.

In places along the line of the railway where the American Company have no banking agencies or where they do not intend to establish any banking agencies, business

駐滬代理人滙交紐約或別國銀行至美國餘利憑票鐵路獲利後按年結算盈虧並計照章應得之餘利亦於本年結帳後提付美公司駐滬代理人收存滙交執掌美國餘利憑票人其滙兌費准代理人在中國所開設立經理銀錢處照銀行最省之通例支給不得於例外多索此借款利息中國國家應允按期清還如有鐵路進項或借款不敷還利之時應由中國總公司設法補還如總公司無法湊補應由督辦大臣奏明設法以別項補足還清以便於每次付利期前至少二十一日按照所需之數付給美公司駐滬代理人查收

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十六鐵路
經過之
處美國
公司現
在未開
設或將
來亦不
開設經
理銀錢

relations are to be cultivated with the Chinese Imperial Bank and its local agencies, it being the intention of the American Company to utilize the Imperial Bank as much as practicable for facilitating the movement of the funds.

處自當設法與就地之中國通商銀行妥議銀錢來往辦法蓋美國公司之意原欲藉中國通商銀行來往銀錢總之能與交易之處即與交

ARTICLE 17.

The object of making this Supplemental Agreement of equal force with the original agreement is to permit of the benefits being transmittible by the American Company to their successors or assigns, but the Americans cannot transfer the rights of these agreements to other nations or people of other nationality. It is further Agreed that without the express consent in writing of the Director General and the American Company, no other rival railway detrimental to the business of the same, is to be permitted, and no parallel roads to the Canton-Hankow Line are to be allowed to the injury of the latter's interest within the area served by the Canton-Hankow Main Line or branch lines.

十七此續約與及原約一體訂立者准美國公司之接辦人或代辦人一律享受但美國人不能將此合同轉與他國及他國之人又議定除督辦與美國公司互繕憑據允准外粵漢幹路及枝路經通界內不准築造爭奪生意之鐵路並不准築造與粵漢幹路及枝路同向並行之鐵路致損利益

ARTICLE 18.

If, on account of contingencies beyond the control of the American Company, such as war or great political changes in China or elsewhere, occurring before any issue of the prospectus of an important series of bonds of the loan hereby concerned, the foreign money markets are affected or the construction of the Railway is so obstructed that work cannot be carried on, the American Company will be allowed a reasonable extension of time for floating such loan or the bond issues thereof or for the commencement or

十八美國公司擬出拈貼分次籌辦款項倘於籌借大款之前猝與戰事或中國或他國政務有極大變動之舉以致外洋銀市震動或鐵路因有阻碍不能開工或已開工不得完工總之意

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completion of the construction of the railway.

But if the bonds have been already issued and interest already become payable on the loan then the work cannot be suspended or postponed unless subject to the exceptions mentioned in the preceding paragraphs.

In Article 7 of the Main Agreement it was agreed that the work of construction should be finished within three years, but that in case of unforeseen events or war causing stoppage of work in a manner beyond the control of the American Company, due consideration should be given for an extension of time. It is hereby Agreed that from the date of the ratification of this Supplemental Agreement a limit of five years is allowed for the completion of the whole line, subject to the preceding exceptions mentioned in this Article.

In Article 8 of the Main Agreement the duration of the Loan is fixed at fifty years.

This period, together with the period of the American Debentures, is to be reckoned from the date of the ratification of this Supplemental Agreement, but no interest will be paid on any bonds which may be redeemed under the terms herein-after mentioned after the redemption thereof.

ARTICLE 19.

In accordance with the 10th. Article of the Main Agreement the American Company has heretofore deposited in the Central Trust Company of New York the sum of 100,000 Dollars Gold. Now, it is conceded by arrangement that as soon as this Supplemental Agreement is ratified by the Chinese Govern-

難料及諸事非該公司所能挽回者准該公司於籌款開辦完工之期略為展限以昭公道如果小票已出借款已經起利除上列情節准展限外其工程則不能停緩原約第七款本聲明鐵路工程應以三年為限一律告竣倘遇意外不測之事並因戰務阻止總之非美國公司力量所可挽回者自當酌展期限茲議由簽定核准此續約之日起除此款前列各項事故外以五年為限造成全路又原約第八款所定五十年借款期限與小票以及美國餘利憑票之期均於簽定核准此續約之日為始其小票照後列章程期內已贖回者概不付息

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十九現在美國公

司遵照原約第

十款繳存紐約

埠之滙中受託

公司之押款金

洋十萬元今可

通融一俟此續約奉中國國家及美公
司批准之日督辦即當電告中國駐美
大臣知會紐約匯中受託公司收執存
之押款歸還美國公司以便將此款爲
興造鐵路之用建造之處茲議定儘以
萍鄉枝路爲先如須督辦同時知會該
受託公司督辦亦允照電

ment and the American Company, the Director General will telegraph to the Chinese Minister in Washington to notify the Central Trust Company to turn over the amount now deposited with it to the American Company, in order that the same may be utilized for the operations of the latter, it being Understood that among these operations precedence will be given to the prompt beginning of the work on the Ping Hsiang branch.

If it is necessary for the Director General to simultaneously notify the said Trust Company, he undertakes to also do the same.

ARTICLE 20.

In the operation of the railway the tariff for fares and freights is to be prepared by the General Traffic Manager and submitted to the Board of Commissioners, who, shall, after due consideration of existing tariffs of other railways in China, approve an economical rate.

The General Traffic Manager is likewise authorized to make arrangements, subject to the approval of the Board of Commissioners, with connecting railways of other companies for through rates of fare and freight.

In case of military operations, whether on account of foreign war or internal insurrection, the movement of troops, ammunitions and stores by the Chinese Government and in case of famine or other great public calamity, the despatch of relief shall on the requisition of the Director General, have preference over the line at half of the tariff rates. Nothing to the injury of China shall be allowed to be carried over the line or the same be used to the detriment of the Government.

二十鐵路行車應收車價貨脚若干由車務總管擬列清單交管
理處按查中國已興鐵路之則例從廉核定又由管理處核准
後亦准與別處接連之路商訂彼此過境運價倘遇軍務無論
外侮內亂中國調遣兵丁轉運餉械及軍營用物又中國因賑
饑災異運糧等事奉有督辦大臣命令此鐵路儘先截運車價
減半倘與中國有損之物不得用此鐵路運載其有碍於中國
國家之事皆不得用此鐵路

第七號

中美與漢鐵路借款草約

光緒二十六年

ARTICLE 21.

If, at any time within the term of this Agreement, the Chinese Railway Administration receives instruction from the Chinese Government to redeem and cancel any of the first mortgage bonds or any of the American Debentures, the Director General shall, not less than four months previous to the proposed redemption, notify in writing the Agent of the American Company resident in Shanghai, declaring the number of the bonds or the number of American Debentures so required to be redeemed and cancelled.

The Agent of the American Company shall, immediately on the receipt of such notice in writing, proceed to make arrangements for the desired redemption by drawing lots and taking other proper steps in the way customary in New York of the number of bonds or of American Debentures in such quantity as may be required. And as soon as the Railway Administration under instructions from the Chinese Government, shall remit the proper amount, according to the redemption price of the bonds or the redemption price of the American Debentures, together with the interest due on the bonds or the net profits due on such Debentures, a notice of such redemption shall be published in two of the most prominent newspapers in New York and in such other financial centres as may be agreed upon with the Chinese Minister in Washington for four weeks. At the expiration of the four weeks and on the day fixed for the redemption, the American Company shall cause the usual lots to be drawn for the redemption of the bonds or of such debentures and shall pay over the respective

二千一此續約期內中國總公司奉命中國國家如隨時擬將有頭次抵押之小票或美國餘利憑票贖回
註銷督辦大臣即當於贖票期前至少四個月繕函聲明擬贖小票若干或美國餘利憑票若干知會美
公司之駐滬代理人接到知會之函立行設法辦理屆時在紐約照常拈闈之法及行所應行
之事抽提若干或餘利憑票若干足敷擬贖之的數一俟中國總公司奉命中國國家滙交所訂明贖取
小票之價或美國餘利憑票之價並小票應得之息或美國餘利憑票應分之餘利即在紐約以及別處

prices of the same to their respective holders and shall thus redeem the bonds or debentures and cancel them, and thereupon the same are to be delivered to the Director General or to the Chinese Minister in Washington for return to the Director General.

All the first mortgage bonds and the American Debentures shall express that they are redeemable at any time on the conditions mentioned in the preceding paragraph and shall state that the payment of any interest for the bonds and participation of any of the net profits by the American Debentures so drawn by lot, shall entirely cease from the date mentioned by the published notice of the American Company. The amount required for the redemption shall, however, have to be got ready and be placed in the hands of the American Company before such redemption is carried out.

The first mortgage bonds, if redeemed within twenty-five years from the date they were originally issued, shall be paid for with a premium of two and one-half per cent. over their face value (i. e., 102 1/2 Dollars will be required to pay for 100 Dollars Gold), but after the twenty-five years from the date of issue to the expiry of the term of the loan the bonds so redeemed shall be paid for without any premium whatever. If any interest is still due on any of the bonds at the time of redemption, such interest shall have thereupon to be paid in full. As to the American Debentures, if they are redeemed within the term of their duration, they are to be paid for according to their face value, and if such debentures run to the end of their term, they become null and void and no price need be paid on

銀市之最有名望之日報每處兩紙與中國駐美大臣酌定將贖票告白按期刊登四禮拜後所擬贖票之期既屆代理人即將拈圖抽出之小票或美國餘利憑票付價取贖註銷寄交督辦大臣或繳交駐美大臣轉寄督辦大臣所有頭次抵押之小票以及美國餘利憑票概須刊明准照上刊辦法隨時可以取贖並聲明拈圖抽出之小票之息及美國餘利憑票之餘利均於美公司所登告白內訂定取贖之期自取贖之日起一概停止惟贖票款項須照以上所議預先交美公司滙備乃如法取贖所有頭次抵押之小票若于前廿五年內取贖則每百加二釐半應註明即是每金錢百元加二元半再後二十五年直至滿期取贖則毋庸加值惟取贖時小票應得未

them nor need they be redeemed, but any net profits still due on them shall have to be fully paid up according to their amounts before the same are cancelled.

給當付有取價廢贖照期利至照付
如之應贖亦毋滿原內憑美數之
數餘分惟毋須期價隨票國付息
派利未所庸付作取時到餘清須

ARTICLE 22.

If any proceeds of the sale of the Bonds are lying unused and bearing interest on their deposit while the construction of the railway is going on, such interest is to go to the general account of the Chinese Railway Administration in order that the Railway Administration may enjoy the full advantage thereof.

It is also agreed that if the American Company shall find it necessary, before the sale of any of the bonds, to advance any money for the work, the expense of effecting such advance, together with the interest thereon, not exceeding a charge of six per cent. per annum, shall be deducted from the interest derived from the above-mentioned unused proceeds of the sale of the bonds or otherwise to be provided for in the construction accounts. It is further agreed that the proceeds of the first sale of the bonds immediately following any such advance shall be used to pay off the said advance so as to save the cost of the aforesaid charge.

ARTICLE 23.

If any of the bonds still remain unredeemed when the fifty years of the term of the loan are about to expire, the Director General will, within two years preceding the expiry of the said term, negotiate, by writing, with the American Company for an extension of the term of the loan and if six months shall have expired after such

種借墊之款應以頭次售得小票之款歸還以節經費

用以抵償此種借墊款息或由工程項下支給亦可又議定此

總不得逾長平六釐之數若有已售未用之票價存得之息即

國公司於未售票之前預先借墊款項其借款費用以及利息

息劃入中國總公司之帳務令總公司極有裨益又議定如美

二十二售賣小票所得之款築造鐵路倘未用者隨時生獲利

第七號 中美粵漢鐵路借款章程 光緒二十六年

商展期如函商六

可與美國公司函

到期滿兩年之前

還督辦大臣於未

滿而小票尚未贖

二十三五十年期將

negotiation in writing and no definite arrangement shall have been come to, the Chinese Government shall be at liberty to take steps to devise means for elsewhere procuring funds to pay off the loan and to redeem the bonds and cancel the mortgage.

贖清抵押註銷
歸還借款俾小票
設法向別處籌款
由中國國家自行
個月仍無成議則

ARTICLE 24.

It is hereby agreed that as concerns all matters in these agreements, whatever provisions are contained in the Main Agreement and are not mentioned in this Supplemental Agreement are to prevail,

二十四議定
所有條款
內事宜原
約已載而
此次續約
中未詳及
者均遵照
原約辦理

ARTICLE 25.

Although the Ping Hsiang branch was not originally included in the Main Agreement, yet seeing that Coal Mining operations have recently been begun thereon by the Chinese and that the prompt construction of this section (in order to reach the point of nearest water transportation, at Lukow), is now deemed by the Chinese to be of urgent necessity, and seeing also that such branch was included in the plans and estimates of the American Company's Chief Engineer for construction (subject to the approval of the Director General) in connection with the Main Line and that provisions to this end have been included in this Supplemental Agreement (in Articles 1, 2, and elsewhere), and also that Captain Rich, the Engineer of the Railway Administration has already begun work on the line at or near Ping Hsiang with funds supplied by the Director General, it is now agreed that:

二十五雖萍鄉枝路本不在原約之內因該處中國新開煤礦須
速造一
枝路以達潞口至近通河水運之處以中國煤礦看來
實當今之急務又因該枝路已載在美國總工程師之地圖及
估價單內候督辦大臣核准後即行建造又因續約內第一二
及別款均有載及此枝路並因總公司工程師李治現已派往
先由萍鄉起辦用款由督辦大臣另行籌墊各節茲議准倫美
國公司於一千九百年十二月一號以前不由借項或別等設

If the American Company, on or before the first day of September,

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光緒二十六年

1900, fails to begin work on this branch from the funds to be provided from the loan or otherwise, or does not take the line over at the actual cost thereof as may then have been incurred in the construction of the same under the supervision of Captain Rich, the said branch line (from Ping Hsiang to Lukow), may be withdrawn from the operation of this Supplemental Agreement and the Director General thereupon be free to adopt other measures for its construction. In such case the various references to such branch line in this Supplemental Agreement are to be considered as cancelled. But until the said date of September 1st, 1900, the American Company is free to so commence work on this branch, or to take over the same at the cost of such work as Captain Rich may then have done thereon.

ARTICLE 26.

This Supplemental Agreement is written in the Chinese and English languages in five originals, viz: One for the Tsungli Yamen, one for the Government Bureau of Railway and Mines, one for the Chinese Legation in Washington, and one for each of the contracting parties.

If there are doubts as to the meaning of the text, the English version is to be taken as the true one.

Dated the 26th. year of Kwang Su, seventeenth day of the 6th. month corresponding to the thirteenth day of July, 1900, at. . .

The Chinese Minister at Washington duly designated hereto by the Director General of the Chinese Railway Administration, has hereto set his hand and the Seal of his Office, subject to the sanction and ratification of the Imperial Chinese Government.

法籌款將此枝路興造並照李治所修到之處將以前所費實數交還承接繼造則將續約所載興辦此萍鄉至涑口之枝路各節扣出註銷聽由督辦大臣另行設法建造如此則續約文內所有提及該枝路之處盡作刪除惟一千九百年十二月一號以前美公司可隨時與辦此枝路或照李治所造到之處照價給還承訂接造

第七號 中美粵漢鐵路借款草約 光緒二十六年

二十六此續約繕寫中英文各五分送總理衙門一

份送統轄鐵路礦務總局一份送中國駐美大臣

其餘立約人各存一份遇有文字可疑之處以英

文為準

光緒廿六年六月十七日即西歷一千九百年七月

十三號在華盛頓地方中國駐美大臣為鐵路總

And the American Company hereby signs its Corporate name and affixes its Corporate Seal by the hands of its duly authorized Officers, the day and year above written.

AMERICAN CHINA
DEVELOPMENT COMPANY,
by JOHN FRENCH, President.

L .S.) Attest:
HENRY H. GRAFF, Secretary.
WU TING FANG. (SEAL)
Approved.
F. W. WHITRIDGE.

蓋用美國公司之公印

美國公司所擬奉權經理之人簽押

諭旨批准

印恭候

公司督辦大臣委託先行簽押蓋

第七號
中美粵漢鐵路借款草約
光緒二十六年

No. 8. COMMERCIAL TREATY, 8th. OCTOBER, 1903.

THE United States of America and His Majesty the Emperor of China, being animated by an earnest desire to extend further the commercial relations between them and otherwise to promote the interests of the peoples of the two countries, in view of the provisions of the first paragraph of Article XI of the final Protocol signed at Peking on the seventh day of September, A.D. 1901, whereby the Chinese Government agreed to negotiate the amendments deemed necessary by the foreign Governments to the Treaties of Commerce and Navigation and other subjects concerning commercial relations, with the object of facilitating them, have for that purpose named as their Plenipotentiaries:-

The United States of America-

EDWIN H. CONGER, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to China-

JOHN GOODNOW, Consul-General of the United States of America at Shanghai-

JOHN F. SEAMAN, a Citizen of the United States of America resident at Shanghai-

And His Majesty the Emperor of China-

LŪ HAI-HUAN, President of the Board of Public Works-

SHĒNG HSŪAN-HUAI, Junior Guardian of the Heir Apparent, formerly Senior

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第八號 續議通商行船條約

第八號 續議通商行船條約 光緒二十九年

Vice-President of the Board of Public Works—who, having met and duly exchanged their full powers which were found to be in proper form, have agreed upon the following amendments to existing Treaties of Commerce and Navigation formerly concluded between the two countries, and upon the subjects hereinafter expressed connected with commercial relations, with the object of facilitating them.

ARTICLE I.

In accordance with international usage, and as the diplomatic representative of China has the right to reside in the capital of the United States, and to enjoy there the same prerogatives, privileges and immunities as are enjoyed by the similar representative of the most favored nation, the diplomatic representative of the United States shall have the right to reside at the capital of His Majesty the Emperor of China. He shall be given audience of His Majesty the Emperor whenever necessary to present his letters of credence or any communication from the President of the United States. At all such times he shall be received in a place and in a manner befitting his high position, and on all such occasions the ceremonial observed toward him shall be that observed toward the representatives of nations on a footing of equality, with no loss of prestige on the part of either.

The diplomatic representatives of the United States shall enjoy all the prerogatives, privileges and immunities accorded by international usage to such representatives, and shall in all respects be entitled to the treatment extended to similar representatives of the most favored nation.

各將所奉

特賜之權互相較閱俱屬

妥當現將兩國從前所

立之通商行船各條約

會議修改及議定增補

各款以期利便通商開

列於左

第一款

現照公例並因中國欽差辦理交涉大員應得駐劄美國京城其所享一切特權並優例及豁免利益均照相待最優之國所派之相等欽差辦理交涉大員一體接待享受是以美國欽差辦理交涉大員亦應得駐劄中國京城凡有呈遞國書或代遞美國

大伯爵璽天德與中國

大皇帝之書即可隨時覲見其覲見之禮以及接見之地均須酌定合宜與該大員品位相當且始終相待美國交涉大員之禮儀均應按照平等之國所用者俾兩國彼此均不失體統其所享一切特權並優例及豁免利益亦按公例照相待最優之國所派之相等交涉大員一體接待享受至所有來往

The English text of all notes or dispatches from United States officials to Chinese officials, and the Chinese text of all from Chinese officials to United States officials shall be authoritative.

文函美員所
發者應以英
文作為正義
華員所發者
應以漢文作
為正義

ARTICLE II.

As China may appoint consular officers to reside in the United States and to enjoy there the same attributes, privileges and immunities as are enjoyed by consular officers of other nations, the United States may appoint, as its interests may require, consular officers to reside at the places in the Empire of China that are now or that may hereafter be opened to foreign residence and trade. They shall hold direct official intercourse and correspondence with the local officers of the Chinese Government within their consular districts, either personally or in writing as the case may require, on terms of equality and reciprocal respect. These officers shall be treated with due respect by all Chinese authorities, and they shall enjoy all the attributes, privileges and immunities, and exercise all the jurisdiction over their nationals which are or may hereafter be extended to similar officers of the nation the most favored in these respects. If the officers of either government are disrespectfully treated or aggrieved in any way by the authorities of the other, they shall have the right to make representation of the same to the superior officers of their own government who shall see that full inquiry and strict justice be had in the premises. And the said consular officers of either nation shall carefully avoid all acts of offense to the officers and people of the other nation.

現因中國可派領事官員駐割美國各地方其所享分位職權並優例及豁免利益均與別國駐美領事官員一律是以美國可按本國利益情形之所宜酌派領事官員前往駐割中國已開或日後開為外國人民居住及通商各地方此等領事官遇有事故應以平行之禮互敬之道隨事酌情或會晤或行文可直與該領事官員職守所及之地方官相商辦理凡華官遇此等官員均須以合宜之禮相待至所享分位職權及優例豁免之事並裁判管轄本國人之權應與現在或日後中國施諸最優待之國相等官員者無異此國官員如被彼國官員有侮慢欺藐等情可將委曲情由稟報各該管上司務使澈底根

第一款

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On the arrival of a consul duly accredited at any place in China opened to foreign trade it shall be the duty of the Minister of the United States to inform the Board of Foreign Affairs, which shall, in accordance with international usage, forthwith cause the proper recognition of the said consul and grant him authority to act.

究秉公辦理彼此所
派領事官員亦不得
率意任性致與駐劄
之國官民動多軼轢
美國領事按例安派
到中國各通商處之
日應由美國駐京大
臣知照外務部即由
外務部按照公例認
事該領事並准其辦

ARTICLE III.

Citizens of the United States may frequent, reside and carry on trade, industries and manufactures, or pursue any lawful avocation, in all the ports or localities of China which are now open, or may hereafter be opened to foreign residence and trade; and, within the suitable localities at those places which have been or may be set apart for the use and occupation of foreigners, they may rent or purchase houses, places of business and other buildings, and rent or lease in perpetuity land and build thereon. They shall generally enjoy as to their persons and property all such rights, privileges and immunities as are or may hereafter be granted to the subjects or citizens of the nation the most favored in these respects.

美國人民准在中國已開及日後所開為外國
人民居住通商各口岸或通商地方往來居住
辦理商工各業製造等事以及他項合例事業
且在各該處已定及將來所定為外國人民居
住合宜地界之內均准賃買房屋行棧等並租
賃或承租地基自行建造美國人民身家財產
所享之一切利益應與現在或日後給與最優
待之國之人民無異

第三款

ARTICLE IV.

The Chinese Government, recognizing that the existing system of levying dues on goods in transit, and especially the system of taxation known as *likin*, impedes the free circulation of commodities to the general injury of trade, hereby undertakes to abandon the levy of *likin* and all other transit dues throughout the Empire and to abolish the offices, stations and barriers maintained for their collection and not to

中國認悉現在於轉運時
紛紛征抽貨物之稅捐其
中以釐金為甚難免阻滯
貨物不能流通勢必傷害
貿易之利是以允願將通
國轉運向抽之釐金以及
各項行貨稅捐一概裁去
並將向有征收此項行貨

第四款

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establish other offices for levying dues on goods in transit. It is clearly understood that, after the offices, stations and barriers for taxing goods in transit have been abolished, no attempt shall be made to re-establish them in any form or under any pretext whatsoever.

The Government of the United States, in return, consents to allow a surtax, in excess of the Tariff rates for the time being in force, to be imposed on foreign goods imported by citizens of the United States and on Chinese produce destined for export abroad or coastwise. It is clearly understood that in no case shall the surtax on foreign imports exceed one and one-half times the import duty leviable in terms of the final Protocol signed by China and the Powers on the seventh day of September, A.D. 1901; that the payment of the import duty and surtax shall secure for foreign imports, whether in the hands of Chinese or foreigners, in original packages or otherwise, complete immunity from all other taxation, examination or delay; that the total amount of taxation, inclusive of the Tariff export duty, leviable on native produce for export abroad shall, under no circumstances, exceed seven and one-half per centum *ad valorem*.

Nothing in this Article is intended to interfere with the inherent right of China to levy such other taxes as are not in conflict with its provisions.

Keeping these fundamental principles in view, the High Contracting Parties have agreed upon the following method of procedure.

The Chinese Government undertakes that all offices, stations and barriers of whatsoever kind for

稅捐之局卡一併裁撤不得另行設立局卡以征抽行貨稅捐中美兩國彼此訂明所有征收行貨稅捐之局卡裁撤後不得改名或藉詞將此項局卡復行設立
美國允許美商運進之洋貨及運出外洋或運往通商他口之土貨除照當時稅則應納正稅外加完一稅以為補償中美兩國彼此訂明進口洋貨所加抽之稅不得過於中國與各國光緒二十七年七月二十五日即西歷一千九百零一年九月七號簽押之和議條約所定之進口正稅一倍半之數此項進口正稅及加添之稅一經完清其洋貨無論在華人之手或在洋商之手亦無論原件或分裝均得全免重征各項稅捐以及查驗或留難情事至出口土貨所納稅之總數連出口正稅在內不得逾值百抽七五之數
本款所載各節毫無干礙中國主權征抽他等稅項之意祇須不與此款有所違背
中美兩國心存以上各節為宗旨故允願辦法如下

collecting *likin*, duties, or such-like dues on goods in transit, shall be permanently abolished on all roads, railways and waterways in the nineteen Provinces of China and the three Eastern Provinces. This provision does not apply to the native Customs offices at present in existence on the seaboard, at open ports where there are offices of the Imperial Maritime Customs, and on the land frontiers of China embracing the nineteen Provinces and the three Eastern Provinces.

Wherever there are offices of the Imperial Maritime Customs, or wherever such may be hereafter placed, native Customs offices may also be established, as well as at any point either on the seaboard or land frontiers.

The Government of the United States agrees that foreign goods on importation, in addition to the effective five per centum import duty as provided for in the Protocol of 1901, shall pay a special surtax of one and one-half times the amount of the said duty to compensate for the abolition of *likin*, of other transit dues besides *likin*, and of all other taxation on foreign goods, and in consideration of the other reforms provided for in this Article.

The Chinese Government may recast the foreign export tariff with specific duties, as far as practicable, on a scale not exceeding five per centum *ad valorem*; but existing export duties shall not be raised until at least six months notice has been given. In cases where existing export duties are above five per centum, they shall be reduced to not more than that rate. An additional special surtax of one-half the export duty payable for the time being, in lieu of internal taxation of

中國允將十九省及東三省陸路鐵路及水道所設征收行貨釐捐及類似行貨釐捐之各項局卡概予裁撤於本款照行之時不得復設凡有在沿海及設有新關之通商處所並在十九省及東三省中國沿陸之邊界現有各常關不在此列凡有新關之地方或日後新關不論設在何處均可設立常關及沿海沿陸邊界不論何處均可一併安設

美國允願洋貨於進口時除按照光緒二十七年所訂和約內載進口貨稅增至切實值百抽五外再加一額外稅照和約所定之稅加一倍半之數以抵裁撤釐金並行貨別項稅捐及洋貨各項稅捐並酬此款所載各項整頓之事

中國可以將現在出洋土貨稅則從新修改以值百切實抽五之例為準凡能改者即當定為各該貨按色應完稅銀幾何惟如欲加抽須先六個月預行通知方可現行稅則有逾估價值百抽五之數者亦須裁減無逾但因

all kinds, may be levied at the place of original shipment or at the time of export on goods exported either to foreign countries or coastwise.

Foreign goods which bear a similarity to native goods shall be furnished by the Customs officers, if required by the owner, with a protective certificate for each package, on the payment of import duty and surtax, to prevent the risk of any dispute in the interior.

Native goods brought by junks to open ports, if intended for local consumption, irrespective of the nationality of the owner of the goods, shall be reported at the native Customs offices only, to be dealt with according to the fiscal regulations of the Chinese Government.

Machine-made cotton yarn and cloth manufactured in China, whether by foreigners at the open ports or by Chinese anywhere in China, shall as regards taxation be on a footing of perfect equality. Such goods upon payment of the taxes thereon shall be granted a rebate of the import duty and of two-thirds of the import surtax paid on the cotton used in their manufacture, if it has been imported from abroad, and of all duties paid thereon if it be Chinese-grown cotton. They shall also be free of export duty, coast-trade duty and export surtax. The same principle and procedure shall be applied to all other products of foreign type turned out by machinery in China.

A member or members of the Imperial Maritime Customs foreign staff shall be selected by the Governors-General and Governors of each of the various provinces of the Empire for their respective provinces and appointed in consultation with the Inspector General of

裁撤釐金及內地各項行貨稅捐之故所有土貨販運出洋或由通商此口轉運通商彼口除出口正稅外可在起運處或於出口時加抽當時出口正稅之一半以爲抵補
凡洋貨與土貨相類者完納進口正稅及所加之稅後該口新關若據貨主請領即應逐包發給該貨已經完清各該稅項之憑單免至在內地有爭執之虞
凡民船運至通商口岸之土貨將在本地銷售者無論貨主是何國之人只應報明常關以便照中國政府稅項章程辦理

凡用機器紡成之棉紗及織成之棉布無論係洋商在通商口岸或係華商在中國各處紡織者所應抽稅項均須一律無異惟各該機器廠製成之貨物於完稅時所用之棉花若係外洋運來者應將已完進口正稅全數及進口加稅三分之一發還所用者若係土產棉花須將已征之各項稅銀全數一併發還其出口正稅出口加稅

Imperial Maritime Customs, for duty in connection with native Customs affairs to have a general supervision of their working.

Cases where illegal action is complained of by citizens of the United States shall be promptly investigated by an officer of the Chinese Government of sufficiently high rank, in conjunction with an officer of the United States Government, and an officer of the Imperial Maritime Customs, each of sufficient standing; and, in the event of it being found by the investigating officers that the complaint is well founded and loss has been incurred, due compensation shall be paid through the Imperial Maritime Customs. The high provincial officials shall be held responsible that the officer guilty of the illegal action shall be severely punished and removed from his post. If the complaint is shown to be frivolous or malicious, the complainant shall be held responsible for the expenses of the investigation.

When the ratifications of this Treaty shall have been exchanged by the High Contracting Parties hereto, and the provisions of this Article shall have been accepted by the Powers having Treaties with China, then a date shall be agreed upon when the provisions of this Article shall take effect and an Imperial Edict shall be published in due form on yellow paper and circulated throughout the Empire of China setting forth the abolition of all *likin* taxation, duties on goods in transit, offices, stations and barriers for collecting the same, and of all descriptions of internal taxation on foreign goods, and the imposition of the surtax on the import of foreign goods and on the export of native goods, and the other fiscal changes and re-

復進口半稅概行豁免凡別項貨物與洋貨相同在中國用機器造成者亦須按照以上章程辦法辦理由每省督撫自行在新關人員中選定一人或數人商明總稅務司由該督撫派赴常關當差爲監察常關之辦法凡有不合例之事一經美國人民告發即由中國派相當官員一名會同美國官員一名及新關人員一名彼此職位相等查辦其事如經該人員查出實有留難受虧各情須由新關賠還舞弊之員應責成該省大吏從嚴參辦開去其缺偷查出實係瑣瀆或被誣原告應罰還查辦一切費用

此約一經兩國批准互換並與中國有約之各國允照本款各節後則會定此款舉行之日期即應明降諭旨用騰黃布告於衆通傳徧國言明將向有之各項釐金及行貨稅捐全撤並將征抽此項稅捐之局卡及征收內地各項洋貨稅捐盡行裁除其征抽進口洋貨出口土貨之加稅及本款所載他等更改稅項暨整頓稅

forms provided for in this Article, all of which shall take effect from the said date. The Edict shall state that the provincial high officials are responsible that any official disregarding the letter or the spirit of its injunction shall be severely punished and removed from his post.

項之事須一併
同時舉行所降
上諭亦須載明如
有背此約文詞
意之員即責成
該省大吏從嚴
參辦開去其缺

ARTICLE V.

The Tariff duties to be paid by citizens of the United States on goods imported into China shall be as set forth in the schedule annexed hereto and made part of this Treaty, subject only to such amendments and changes as are authorized by Article IV of the present convention or as may hereafter be agreed upon by the High Contracting Parties hereto. It is expressly agreed, however, that citizens of the United States shall at no time pay other or higher duties than those paid by the citizens or subjects of the most favored nation.

Conversely, Chinese subjects shall not pay higher duties on their imports into the United States than those paid by the citizens or subjects of the most favored nation.

第五款
美國人民在中國輸納之進口貨物稅則須載錄於此約附表之內作為此約全體之一分如有修改之處祇可按照本約第四款所載或照中美兩國彼此日後所定辦理但訂明美國人民無論何時輸納稅項較之最優待之國之人民所輸納者不得加重或另征又中國人民運貨進美境者所納之稅不得較重於最優待之國之人民所納者

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ARTICLE VI.

The Government of China agrees to the establishment by citizens of the United States of warehouses approved by the proper Chinese authorities as bonded warehouses at the several open ports of China, for storage, re-packing, or preparation for shipment of lawful goods, subject to such necessary regulations for the protection of the revenue of China, including a reasonable scale of fees according to commodities, distance

第六款
中國允許美國人民在中國各通商口岸將該管官核准之棧作為關棧以便屯積合例貨物及拆包或裝或預備轉運惟該棧須遵中國為保護稅課起見隨時所定之關棧專章輸納公道規費至此項規費

from the Custom House and hours of working, as shall be made from time to time by the proper officers of the Government of China.

應納若
千按棧
離關遠
近屯何
貨物並
工作早
晚酌情
核定

ARTICLE VII.

The Chinese Government, recognizing that it is advantageous for the country to develop its mineral resources, and that it is desirable to attract foreign as well as Chinese capital to embark in mining enterprises, agrees, within one year from the signing of this Treaty, to initiate and conclude the revision of the existing mining regulations. To this end China will, with all expedition and earnestness, go into the whole question of mining rules; and, selecting from the rules of the United States and other countries regulations which seem applicable to the condition of China, will recast its present mining rules in such a way as, while promoting the interests of Chinese subjects and not injuring in any way the sovereign rights of China, will offer no impediment to the attraction of foreign capital nor place foreign capitalists at a greater disadvantage than they would be under generally accepted foreign regulations; and will permit citizens of the United States to carry on in Chinese territory mining operations and other necessary business relating thereto provided they comply with the new regulations and conditions which will be imposed by China on its subjects and foreigners alike, relating to the opening of mines, the renting of mineral land, and the payment of royalty, and provided they apply for permits, the provisions of which in regard to necessary business relating to such operations shall be observed. The residence of citizens of the United States in connection with such

第七款
中國因知振興礦務於國有益且應招徠華洋資本興辦礦業故允自簽押此約之日起於一年內自行將美國連他國現行礦務章程迅速認真考究採擇其中所有與中國相宜者將中國現行之礦務章程從新修改妥定以期一面振興中國人民之利益於中國主權毫無妨礙一面於招致外洋資財無礙且比較諸國通行章程於礦商亦不致有虧美國人民若遵守中國國家所定為中外人民之開礦及租礦地輸納稅項各規條章程並按照請領執照內載明礦務所應辦之事可照准美國人民在中國地方開辦礦務及礦務內所應辦之事至美國人民因辦

mining operations shall be subject to such regulations as shall be agreed upon by and between the United States and China.

Any mining concession granted after the publication of such new rules shall be subject to their provisions.

ARTICLE VIII.

Drawback certificates for the return of duties shall be issued by the Imperial Maritime Customs to citizens of the United States within three weeks of the presentation to the Customs of the papers entitling the applicant to receive such drawback certificates, and they shall be receivable at their face value in payment of duties of all kinds (tonnage dues excepted) at the port of issue; or shall, in the case of drawbacks on foreign goods re-exported within three years from the date of importation, be redeemable by the Imperial Maritime Customs in full in ready money at the port of issue, at the option of the holders thereof. But if, in connection with any application for a drawback certificate, the Customs authorities discover an attempt to defraud the revenue, the applicant shall be dealt with and punished in accordance with the stipulations provided in the Treaty of Tientsin, Article XXI, in the case of detected frauds on the revenue. In case the goods have been removed from Chinese territory, then the consul shall inflict on the guilty party a suitable fine to be paid to the Chinese Government.

ARTICLE IX.

Whereas the United States undertakes to protect the citizens of any country in the exclusive use within the United States of any

理礦務居住之事
應遵守中美彼此
會定之章程辦理
凡於此項礦務新
章頒行後始准開
礦者均須照新章
辦理

還稅之存票須自美國商人稟請之日起如查係應領者限於二十一日之內發給此等存票可用在發給之新關按所載銀數除船鈔一項外以抵各項貨稅至洋貨入口後三年之內轉運外洋凡執持此等存票者即准任便向發給之新關按全數領取現銀倘請發存票之人欲圖混騙一經新關查出照美國天津條約第二十一款所載懲罰影射夾帶情事之辦法辦理該貨若已運出中國界外則應由本國領事將犯事人罰一合宜款項其所罰之銀送交中國查收

無論何
國人民
美國允
許其在
美國境
內保護
獨用合

第八款

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第九款

lawful trade-marks, provided that such country agrees by Treaty or convention to give like protection to citizens of the United States:—

Therefore the Government of China, in order to secure such protection in the United States for its subjects, now agrees to fully protect any citizen, firm or corporation of the United States in the exclusive use in the Empire of China of any lawful trade-mark to the exclusive use of which in the United States they are entitled, or which they have adopted and used, or intend to adopt and use as soon as registered, for exclusive use within the Empire of China. To this end the Chinese Government agrees to issue by its proper authorities proclamations, having the force of law, forbidding all subjects of China from infringing on, imitating, colorably imitating, or knowingly passing off an imitation of trade-marks belonging to citizens of the United States, which shall have been registered by the proper authorities of the United States at such offices as the Chinese Government will establish for such purpose, on payment of a reasonable fee, after due investigation by the Chinese authorities, and in compliance with reasonable regulations.

ARTICLE X.

The United States Government allows subjects of China to patent their inventions in the United States and protects them in the use and ownership of such patents. The Government of China now agrees that it will establish a Patent Office. After this office has been established and special laws with regard to inventions have been adopted, it will thereupon, after the payment of the prescribed fees, issue certificates of

例商標如該國與美國立約亦允照保護美國人民之商標中國今欲中國人民在美國境內得獲保護商標之利益是以允在中國境內美國人民行鋪及公司有合例商標實在美國已註冊或在中國已行用或註冊後即欲在中國行用者中國政府准其獨用實力保護凡美國人民之商標在中國所設之註冊局所由中國官員查察後經美國官員繳納公道規費並遵守所定公平章程中國政府允由中國該管官員出示禁止中國通商人民犯用或冒用或射用或故意行銷冒仿商標之貨物所出禁止應作為律例

第十款

美國政府允許中國人民將其創製之物在美國註冊發給創造執照以保自執自用之利權中國政府今亦允將來設立專管創製衙門俟該專管衙門既設並定有創製專律之後凡有在中國合例售賣之

protection, valid for a fixed term of years, to citizens of the United States on all their patents issued by the United States, in respect of articles the sale of which is lawful in China, which do not infringe on previous inventions of Chinese subjects, in the same manner as patents are to be issued to subjects of China.

創製各物已經美國
給以執照者若不犯
中國人民所先出之
創製可由美國人民
繳納規費後即給以
專照保護並以所定
年數為限與所給中
國人民之專照一律
無異

ARTICLE XI.

Whereas the Government of the United States undertakes to give the benefits of its copyright laws to the citizens of any foreign State which gives to the citizens of the United States the benefits of copyright on an equal basis with its own citizens:—

Therefore the Government of China, in order to secure such benefits in the United States for its subjects, now agrees to give full protection, in the same way and manner and subject to the same conditions upon which it agrees to protect trade-marks, to all citizens of the United States who are authors, designers or proprietors of any book, map, print or engraving especially prepared for the use and education of the Chinese people, or translation into Chinese of any book, in the exclusive right to print and sell such book, map, print, engraving or translation in the Empire of China during ten years from the date of registration. With the exception of the books, maps, etc., specified above, which may not be reprinted in the same form, no work shall be entitled to copyright privileges under this Article. It is understood that Chinese subjects shall be at liberty to make, print and sell original translations into Chinese of any works written or of maps compiled

無論何國若以所給本國人民版權之利益一律施諸美國人民者美國政府亦允
將美國版權律例之利益給與該國之人民中國政府今欲中國人民在美國境內
得獲版權之利益是以允許凡專備為中國人民所用之書籍地圖印件鑄件者或
譯成華文之書籍係經美國人民所著作或為美國人民之物業者由中國政府援
照所允保護商標之辦法及章程極力保護十年以註冊之日為始俾其在中國境
內有印售此等書籍地圖鑄件或譯本之專利除以上所指明各書籍地圖等件不
准照樣翻印外其餘均不得享此版權之利益又彼此言明不論美國人所著何項

第八號 續通商行船條約 光緒二十九年

第十一款

by a citizen of the United States. This Article shall not be held to protect against due process of law any citizen of the United States or Chinese subject who may be author, proprietor or seller of any publication calculated to injure the well-being of China.

書籍地圖可聽華人任便自行繙譯華文刊印售賣凡美國人民或中國人民爲書籍報紙等件之主筆或業主或發售之人如各該件有礙中國治安者不得以此款邀免應各按律例懲辦

ARTICLE XII.

The Chinese Government having in 1898 opened the navigable inland waters of the Empire to commerce by all steam vessels, native or foreign, that may be specially registered for the purpose, for the conveyance of passengers and lawful merchandise,—citizens, firms and corporations of the United States may engage in such commerce on equal terms with those granted to subjects of any foreign power.

In case either party hereto considers it advantageous at any time that the rules and regulations then in existence for such commerce be altered or amended, the Chinese Government agrees to consider amicably and to adopt such modifications thereof as are found necessary for trade and for the benefit of China.

The Chinese Government agrees that, upon the exchange of the ratifications of this Treaty, Mukden and Antung, both in the province of Sheng-king, will be opened by China itself as places of international residence and trade. The selection of suitable localities to be set apart for international use and occupation and the regulations for these places set apart for foreign residence and trade shall be agreed upon by the Governments of the United States and China after consultation together.

第十二款

中國政府既於一千八百九十八年將船艘可以行駛之內港開爲特行註冊之一切華洋輪船行駛貿易以便載運搭客及合例貨物美國人民行舖公司均可經營此項貿易其所享利益應與給予他國人民者相同嗣後無論何時或中國或美國如欲將當時內港行輪各章程再行修改視爲有益之舉應由中國查看所擬修改之處果爲貿易所必需且於中國有利則由中國政府應允和平採酌辦理

中國政府應允俟此約批准互換後將盛京省之奉天府又盛京省之安東縣二處地方由中國自行開埠通商此二處通商場訂定外國人公共居住合宜地界並一切章程將來由中美兩國政府會同商定

第八號

擬議通商行船條約

光緒二十九年

ARTICLE XIII.

China agrees to take the necessary steps to provide for a uniform national coinage which shall be legal tender in payment of all duties, taxes and other obligations throughout the Empire by the citizens of the United States as well as Chinese subjects. It is understood, however, that all Customs duties shall continue to be calculated and paid on the basis of the Haikuan Tael.

第十三款
中國允願設法定國家
一律之國幣即以此定爲
合例之國幣將來中美兩
國人民應在中國境內遵
用以完納各項稅課及付
一切用款惟彼此商明凡
納關稅仍以關平核計爲
准

ARTICLE XIV.

The principles of the Christian religion, as professed by the Protestant and Roman Catholic Churches, are recognized as teaching men to do good and to do to others as they would have others do to them. Those who quietly profess and teach these doctrines shall not be harassed or persecuted on account of their faith. Any person, whether citizen of the United States or Chinese convert, who, according to these tenets, peaceably teaches and practices the principles of Christianity shall in no case be interfered with or molested therefor. No restrictions shall be placed on Chinese joining Christian churches. Converts and non-converts, being Chinese subjects, shall alike conform to the laws of China; and shall pay due respect to those in authority, living together in peace and amity; and the fact of being converts shall not protect them from the consequences of any offense they may have committed before or may commit after their admission into the church, or exempt them from paying legal taxes levied on Chinese subjects generally, except taxes levied and contributions for the support of religious customs and

第十四款
耶穌天主兩等基督教宗旨原爲勸人行善凡欲人施諸已者亦必如是
施於人所有安分習教傳教人等均不得因奉教致受欺侮凌虐凡有違
照教規無論華美人民安分守教傳教者毋得因此稍被騷擾華民自願
奉基督教毫無阻止惟入教與未入教之華民均係中國子民自應一體
遵守中國律例敬重官長和翁相處凡入教者於未入教以前或入教後
如有犯法不得因身已入教遂免追究凡華民應納各項例定捐稅入教

第八號
續議通商行船條約
光緒二十九年

practices contrary to their faith. Missionaries shall not interfere with the exercise by the native authorities of their jurisdiction over Chinese subjects; nor shall the native authorities make any distinction between converts and non-converts, but shall administer the laws without partiality so that both classes can live together in peace.

Missionary societies of the United States shall be permitted to rent and to lease in perpetuity, as the property of such societies, buildings or lands in all parts of the Empire for missionary purposes and, after the title deeds have been found in order and duly stamped by the local authorities, to erect such suitable buildings as may be required for carrying on their good work.

ARTICLE XV.

The Government of China having expressed a strong desire to reform its judicial system and to bring it into accord with that of Western nations, the United States agrees to give every assistance to such reform and will also be prepared to relinquish extra-territorial rights when satisfied that the state of the Chinese laws, the arrangements for their administration, and other considerations warrant it in so doing.

ARTICLE XVI.

The Government of the United States consents to the prohibition by the Government of China of the importation into China of morphia and of instruments for its injection, excepting morphia and instruments for its injection imported for medical purposes, on payment of Tariff duty, and under regulations to be framed by China which shall effectually

者亦不得免納惟抽捐爲酬神賽會等舉起見而與基督教相違背者不得向入教之民抽取教士應不得干預中國官員治理華民之權中國官員亦不得歧視入教不入教者須照律秉公辦理使兩等人民相安度日美國教會准在中國各處租賃及永租房屋地基作爲教會公產以備傳教之用俟地方官查明地契妥當蓋印後該教士方能自行建造合宜房屋以行善事

第十五款
中國政府深欲整頓本國律例以期與各西國律例改同一律美國允願盡力協助以成此舉一俟查悉中國律例情形及其審斷辦法並一切相關事宜皆臻妥善美國即允棄其治外法權

第十六款
美國茲允中國禁止莫啡鴉及刺入肌膚莫啡鴉之各針進口除爲醫治所必需者於進口時照則納稅應遵中國爲防有不因醫治使用起見所自定專章辦理不在

restrict the use of such import to the said purposes. This prohibition shall be uniformly applied to such importation from all countries. The Chinese Government undertakes to adopt at once measures to prevent the manufacture in China of morphia and of instruments for its injection.

此禁例此外無論
由何國何地運來
者均應一律禁止
毫無歧視中國亦
允禁止國內之鋪
戶製煉莫啡鴉或
製造此項之針以
杜隱患

ARTICLE XVII.

It is agreed between the High Contracting Parties hereto that all the provisions of the several Treaties between the United States and China which were in force on the first day of January, A.D. 1900, are continued in full force and effect except in so far as they are modified by the present Treaty or other Treaties to which the United States is a party.

The present Treaty shall remain in force for a period of ten years beginning with the date of the exchange of ratifications and until a revision is effected as hereinafter provided.

It is further agreed that either of the High Contracting Parties may demand that the Tariff and the Articles of this convention be revised at the end of ten years from the date of the exchange of the ratifications thereof. If no revision is demanded before the end of the first term of ten years, then these Articles in their present form shall remain in full force for a further term of ten years reckoned from the end of the first term, and so on for successive periods of ten years.

The English and Chinese texts of the present Treaty and its three Annexes have been carefully compared; but, in the event of there being any difference of meaning between them, the sense as expressed in the English text shall be held to be the correct one.

第十七款
第八號 續議通商行船條約 光緒二十九年
中美兩國彼此訂明兩國所立各約章如於一千九百年正月一號尚行者現仍施行至其為現立之約或中美兩國別立之約所更改者不在此列現訂之條約須施行十年換約之日起直行至下文所載續修改定之日為止兩國又訂明或中國或美國在十年限期未滿以前均可請將現約所載之稅則及各款修改倘十年期滿之前尚未照請修改則由該十年限期已滿之日起算續行十年以後均照此限辦理
現訂之條約及附件三件其漢英文均經詳細校對惟嗣後如有文詞辯論之處以英文作為正義

This Treaty and its three Annexes shall be ratified by the two High Contracting Parties in conformity with their respective constitutions, and the ratifications shall be exchanged in Washington not later than twelve months from the present date.

In testimony whereof, we, the undersigned, by virtue of our respective powers, have signed this Treaty in duplicate in the English and Chinese languages, and have affixed our respective seals.

Done at Shanghai, this eighth day of October in the year of our Lord one thousand nine hundred and three, and in the twenty-ninth year of KUANG HSŪ, eighth month and eighteenth day.

LŪ HAI-HUAN (Seal).
 SHĒNG HSŪAN-HUAL ”
 EDWIN H. CONGER ”
 JOHN GOODNOW ”
 JOHN F. SEAMAN ”

第八號 續議通商行船條約 光緒二十九年

本約及附件三件畫押後須按照中美兩國之制度恭候御筆批准在於美京華盛頓城一年限內會晤互換以昭信守本約立定由兩國

特派大臣在中國江蘇省之上海將本約漢英文各二分畫押蓋印

大清國 欽差辦理商務大臣太子少保前工部尚書 呂海寰

大美國 欽差修定商約事宜駐劄中國便行事全權大臣 希康古
 孟格納

光緒二十九年 八月 十八日
 一千九百三年 十月 八號

ANNEX I.

As citizens of the United States are already forbidden by Treaty to deal in or handle opium, no mention has been made in this Treaty of opium taxation.

As the trade in salt is a government monopoly in China, no mention has been made in this Treaty of salt taxation.

It is, however, understood after full discussion and consideration, that the collection of inland dues on opium and salt and the means for the protection of the revenue therefrom and for preventing illicit traffic therein are left to be administered by the Chinese Government in such manner as shall in no wise interfere with the provisions of Article IV of this Treaty regarding the unobstructed transit of other goods.

LÜ HAI-HUAN (Seal).
 SHÈNG HSÜAN-HUAI „
 EDWIN H. CONGER „
 JOHN GOODNOW „
 JOHN F. SEAMAN „

附件第一
 現因按照條約美國人民業已不准作鴉片之貿易是以本約未提
 征抽鴉片稅捐之事又因鹽餉係中國政府專辦之事是以本約亦
 未提征抽鹽餉稅捐之事但彼此屢次辯論熟商訂明在內地征抽
 鴉片鹽餉稅捐之事及保全稅捐防範走漏之法均由中國政府
 自行辦理但不得與本約第四款所載別項貨物轉運時不得阻滯
 各節有所干礙
 光緒二十九年 八月 十八日
 一千九百三年 十月 八號
 古 康 希
 納 格 孟

第八號 續讓通商行船條約 光緒二十九年

ANNEX II.

ARTICLE IV of the Treaty of Commerce between the United States and China of this date provides for the retention of the native Customs offices at the open ports. For the purpose of safeguarding the revenue of China at such places, it is understood that the Chinese Government shall be entitled to establish and maintain such branch native Customs offices at each open port, within a reasonable distance of the main native Customs offices at the port, as shall be deemed by the authorities of the Imperial Maritime Customs at that port necessary to collect the revenue from the trade into and out of such port. Such branches, as well as the main native Customs offices at each open port, shall be administered by the Imperial Maritime Customs as provided by the Protocol of 1901.

I.Ü HAL-HUAN (Seal).
 SHÉNG HSÜAN-HUAI ”
 EDWIN H. CONGER ”
 JOHN GOODNOW ”
 JOHN F. SEAMEN ”

第八號 續議通商行船條約 光緒二十九年

一千九百三年 十月 八號

希 康 古
 孟 格 納

光緒二十九年 八月 十八日
 中美兩國茲所修改通商條約第四款內載明所留通商口岸之常關應由中國政府設立分關以保中國各該處之稅餉至其與總關相距合情理之遠近分口必須各該口岸之新關華洋官員以為征收該口岸進出貿易貨稅所必需方可設立所有此項分口及總關須照一千九百零一年和約所載辦法由新關管理

附件第二

ANNEX III.

THE schedule of Tariff duties on imported goods annexed to this Treaty under Article V is hereby mutually declared to be the schedule agreed upon between the representatives of China and the United States and signed by JOHN GOODNOW for the United States and Their Excellencies LÜ HAI-HUAN and SHĒNG HSÜAN-HUAI for China at Shanghai on the sixth day of September, A.D. 1902, according to the Protocol of the seventh day of September, A.D. 1901.

LÜ HAL-HUAN (Seal).
SHĒNG HSÜAN-HUAI „
EDWIN H. CONGER „
JOHN GOODNOW „
JOHN F. SEAMAN „

附件第三
本約第五款所載進口貨之稅則為本約之附表現彼此
聲明此附表即指中美所派大臣議定之稅則係照一千
九百零一年九月七號和議大綱已於一千九百零二年
九月六號美國大臣中國大臣在上海所簽押者
光緒二十九年 八月 十八日
一千九百零三年 十月 八號
古納 康格 孟 希

第八號 續議通商行船條約 光緒二十九年

DISPATCHES.

SHANGHAI, June 23rd., 1903.

GENTLEMEN :

ARTICLE IV of the Treaty of Commerce now being negotiated between the United States and China provides for the abolition of native Customs offices inland for the collection of revenue on goods in transit. It is, however, understood that we do not by this Treaty abolish the offices for the collection of the Octroi on native produce at the Chungwen and other gates at Peking; nor do we abolish the live stock and house duties in Peking (*Tso and Yeo Yih*).

We are, Sirs,

Your obedient servants,

(Signed) JOHN GOODNOW,

(Signed) J. F. SEAMAN,

Treaty Commissioners for the U.S.

To Their Excellencies

Lí HAI-HUAN,

SHÉNG HSI'AN-HUAI,

WU T'ING-FANG,

Treaty Commissioners for China.

第八號 續議通商行船條約 光緒二十九年

大清國欽差辦理商約大臣
一千九百三年六月
商工太子
部少保
二十三號 前工部左侍郎
侍 尚書
郎書郎
伍呂盛會

來往照會第一
大美商欽差辦理商約事務大臣 希古 爲
照會事照得本大臣與
貴地常關大臣現在修改中兩國通商條約第四款內所載去中國
城門土貨係爲免稅及左右貨翼起見並藉此款以裁撤北京崇文門並
貴大臣查照存案須至照會之者
右

SHANGHAI, 24th. September, 1903.

GENTLEMEN,

In our discussions we have on several occasions insisted that this Treaty should embody both the provisions contained in the revised British Commercial Treaty recognizing the right of China to collect consumption duty and excise duty, and also her right to levy production duty in order to make good the duty which would have been leviable on goods in transit by the Native Custom-houses inland, now abolished. While you have not agreed to embody these provisions in your Treaty, you have constantly replied that the United States has no intention of limiting in this Treaty the sovereign rights of China excepting as specified therein.

It was our intention to write a dispatch to be an Annex to the Treaty specially affirming the right of China to levy the taxes mentioned above. However, you have at our urgent request inserted in the 4th. Article of this Treaty a very broadly worded clause as follows:—"Nothing in this Article is intended to interfere with the inherent right of China to levy such other taxes as are not in conflict with its provisions."

This more completely covers the ground than such a dispatch would have done. We therefore only desire now to state again that China reserves her right to levy any and all taxes, provided only that they do not conflict with the provisions of our Treaty with you.

We have the honour to be, Gentlemen,
Your obedient servants,
[Cards enclosed]

Treaty Commissioners for China.

HON. J. GOODNOW,

HON. J. F. SEAMAN,

Treaty Commissioners for the United States.

大清國欽差辦理商約大臣
太子少保前工部侍郎
左侍郎書
伍呂盛
為照會事照得本大臣等與
貴國大臣議定
由以上各國會
明之時出迭
稅釐內產次
但經以明
凡英新修
常關條
復去商
照復常關
權會美關
主照復常
備主照復
相是權會
應以征國
現抽貴政
會在他大
府行條
為重等臣
此為稅作
本之所
照聲明為
約稅載
會明之本
內均中
凡意約除
任國
貴征祇附
所由自
大抽須件
載中抽
臣各不嗣
各國之
請等與節
自銷
煩稅此貴
外行場

大美國欽差辦理商約事務大臣
光緒二十九年八月初四日
光緒二十九年八月初四日
希古會

右查項款大並征稅為
照自有所無抽出照會
須應允限酌廠會
至仍違照制辦稅事
照聽背所中貴與
會國中因請主大
者國自本於權臣
行大本之雖大
辦約意不臣等
理閣第本願議
惟悉四大將定
不以款臣以由
得上內原上中
與數包意各國
本語括中節自
約較數國載抽
第原語應明之
四意即可約出
款該毫征內產
所照無抽但稅
載會干以經以
有尤礙上迭抵
所為中各次內
違駭國稅答地
背備主照復常
相是權會美關
應以征國裁通
現抽貴政去商
會在他大府行
為重等臣在貨
此為稅作本之
照聲明為約稅
會明之本內均
凡意約除任國
貴征祇附所由
大抽須件載中
臣各不嗣各國
請等與節自銷
煩稅此貴外行

來往照會第二

第八號 報議通商行船條約 光緒二十九年

SHANGHAI, *September 30th., 1903.*

GENTLEMEN :

WE have received your dispatch of September 24th.

In framing this Treaty we have endeavored to recognize the right of China as a sovereign state to levy such taxes as are not in conflict with the provisions of this Treaty which is intended to extend the commercial relations between, and promote the best interests of, the people of the two countries. With this end in view, we inserted at your request in Article IV the clause "Nothing in this Article is intended to interfere with the inherent right of China to levy such other taxes as are not in conflict with its provisions." We, with Your Excellencies, appreciate the fact that this clause is comprehensive and conserves to the fullest extent the sovereign rights of China except as specified in this Treaty.

We are, Sirs,

Your obedient servants,

(Signed) JOHN GOODNOW,

(Signed) J. F. SEAMAN,

Treaty Commissioners for the U.S.

To Their Excellencies

Lŭ HAI-HUAN,

SHĒNG HSŪAN-HUAI,

WU T'ING-FANG,

Treaty Commissioners for China.

來往照會第三

大美國欽差辦理商約事務大臣

希古

照復事照得本大臣於九月二十四號接准 貴大臣來文已悉查此次立約本大臣願
意承認中國主權可以征抽各等稅項惟亦不得於約款有所違背蓋欲推廣彼此之商
務及振興兩國人民之利益計也為此本大臣照 貴大臣所請於第四款內增入一句
即毫無干礙中國主權征抽他等稅項之意祇須不與此款有所違背等因 貴大臣以
此句自係賅備除所載明各節外並保全中國主權與本大臣意見相同須至照復者
右

照

復

大清國欽差辦理商約大臣

太子少保前工部左侍郎
商工部 尚書 侍郎 呂盛

一千九百三年

九月

三十號

第八號 續議通商行船條約 光緒二十九年

CERTIFICATE OF EXCHANGE OF RATIFICATIONS.

The undersigned Plenipotentiaries having met together for the purpose of exchanging the ratifications of the Treaty and three Annexes signed at Shanghai, October 8, 1903, between China and the United States of America to extend further the commercial relations between them and otherwise to promote the interests of the peoples of the two Countries, and the ratifications of the Treaty and Annexes aforesaid having been carefully compared and found exactly conformable to each other, the exchange took place this day in the usual form.

IN WITNESS whereof, they have signed the present Protocol of Exchange and have affixed their seals thereto.

DONE at Washington this 13th. day of January, one thousand nine hundred and four.

(Signed)
[Seal] JOHN HAY.

(Signed)
[Chinese Seal] 梁 誠

耶蘇紀年一千九百〇四年一月十三日
信守
批准之冊敬謹對驗均屬符合即日互換並鈐蓋印信書名畫押以昭
茲特會同將上載條約及附件現經
字推廣彼此商務振興兩國人民利益之條約及其附件三件起見
下文學名之各全權代表為互換一九〇三年十月八日在上海簽
附錄換約憑據譯文

立於華盛頓

JOHN HAY

梁 誠

第八號 續議通商行船條約 光緒二十九年

No. 9. AGREEMENT TO SELL THE CANTON-HANKOW RAILWAY,
29th. AUGUST, 1905.

This 29th. of August, 1905, (Chang, Hukuang Viceroy, representative of the three provinces of Hunan, Hupch, and Kwantung, and Liang, Envoy to the United States of America and Mexico, acting on behalf of the Government of the Chinese Empire, party of the first part; and the China Development Company, of the State of New Jersey, U.S.A., party of the second part; enter into the following agreement:—

WHEREAS, by an Agreement of the 14th. April 1898, made at Washington, U.S.A., and by a supplementary agreement on 13th. July 1900, the party of the second part was invested with power to construct in the Empire of China a railway from Hankow city to Canton city, together with the right to operate the same; and WHEREAS, previous to the 7th. of June 1905, the Imperial Chinese Government cancelled the two agreements or the special powers aforesaid, declaring its determination itself to deal with the railroad in the said agreement referred to and duly notified the party of the second part of said cancellation of the agreement above mentioned; and WHEREAS, the two parties to the agreement have agreed that the amount as such compensation to be paid by the party of the first part to the party of the second part shall be Six Million, seven hundred and fifty thousand American Gold Dollars; Now the terms decided upon are set forth in a preliminary contract as follows:—

大 大 大 大
第 清 銷 清 七 十 事 大
一 帝 決 帝 日 三 因 帝 代
下 國 定 國 以 前 一 帝 表
位 允 政 各 政 前 千 政 政
給 府 節 府 築 修 八 府
第 願 知 將 鐵 續 百 爲
二 給 照 兩 路 合 本
註 本 本 漢 本 同
銷 同 同 口 同 年
合 第 第 二 或 特
同 二 二 位 權
償 公 時 注 銷
目 道 費 將 明
計 美 金 六 百 七 十 五 萬 元 經 將 辦 法 訂 立 草 約 議 定
數 目 計 美 金 六 百 七 十 五 萬 元 經 將 辦 法 訂 立 草 約 議 定
如 第 一 位 給 第 二 位 註 銷 合 同 償 費 數 目 計 美 金 六 百 七 十 五 萬 元 經 將 辦 法 訂 立 草 約 議 定

第九號 收回粵漢鐵路美國合興公司售讓合同
一千九百零五年八月二十九日 出使美墨秘古國大臣 梁張

第九號 收回粵漢鐵路合興公司售讓合同 光緒三十一年

PRELIMINARY CONTRACT agreed upon between the Imperial Chinese Government and the China Development Company of the United States of America:—

WHEREAS the Chinese Government cancels and annuls the special powers for building the Yueh-han Railway and its agreement and does not authorize the China Development Co. to proceed with the railway work, but is willing to pay compensation at a fair rate, this compensation is fixed at a total sum of Gold \$6,750,000.00. The Chinese Government may take over and control all the Development Company's property in China, the railway already built, the railroad materials, surveys and plans, special mining powers, together with all powers and privileges in China thereunto appertaining, whether express or implied, whatsoever absolutely. The Chinese Government loan bonds already taken up by the Development Company, apart from the \$2,222,000.00 already sold, shall all be returned to the Chinese Government's custody. As regards the \$2,222,000 already sold, the buyers may either retain or return them at their option and if the buyers choose to retain them either wholly or in part, the amount, at the rate of \$90 per \$100 shall be deducted from the total sum of \$6,750,000. Provided in any case the \$55,550 of interests accrued thereon and due on these \$2,222,000 bonds upon 1st. May 1905 must be duly paid by the Chinese Government within three months from the date of these presents, the Chinese Government must pay an instalment amounting to two millions of the total sum of 6½ millions of dollars and the balance within six months of the said date unto the China

大清帝國政府與美國合興公司訂定草約

茲因中國政府將建築粵漢鐵路之特權及合同註銷作廢又不准合興續辦路工惟情願給與公道償費此項償費訂定總數計美金六百七十五萬元中國政府可將合興在中國所有產業已成鐵路鐵路材料測量圖表開鑿特權以及在在中國所有應得權利無論指明暗包一概全行收管所有合興已提之中國政府借票除已售之二百二十二萬二千元外一概交還中國政府查收至此項已售之二百二十二萬二千元或交還或收存仍聽買主自便如買主願意收存或全數或少數每百元應按九十元計由總數六百七十五萬元之內扣抵惟不論如何辦法此項二百二十二萬二千元借票在西一千九百零五年五月一號應付利息銀五萬五千五百五十元中國政府須自本日起於三個月內照數付給又總數六百七十五萬元內中國政府須自本日起於三個月內先交二百萬元所餘之數須自本日起限六個月內一律清付合興照收所有交款訂明由

Development Company. It is agreed that the said payments shall be duly provided by the Chinese Government which shall on each instalment pay in addition interest at the rate of 5% per annum from the first day of May 1905 to the date of the payment of the same.

The foregoing agreement requires confirmation by the Chinese Government and the Development Company's shareholders to render it binding.

Signed this 7th. of June 1905 by

FOSTER ROOTS,
YING KO-LAN.

AND WHEREAS, the shareholders of the party of the second part did on the 29th. of August 1905 in meeting assembled duly confirm the foregoing preliminary contract and a majority of the shareholders and directors of the said party of the second part have authorized the carrying out of the foregoing preliminary agreement, the managers of the party of the second part are able to complete the Agreement necessary for the carrying out of this contract.

AND WHEREAS, a decree of H. M., the Emperor of China, has duly confirmed the above draft and appointed Chang, Hukuang Viceroy, and Liang, Envoy, to carry out the original contract, Now THEREFORE the two parties agree as follows:

The party of the first part agrees to give to the party of the second part American Gold Dollars $6\frac{3}{4}$ millions together with interest at 5% per annum from 1st May 1905 to date of payment whether one or several in the manner following, that is to say on or before 7th. September 1905 there shall be paid two millions and the balance on or before

中國政府妥速籌辦中國政府每次所交之款須自一千九百零五年五月一號起至交款日止按年息五元計加付利息以上辦法應由中國政府及合興股東彼此批准方作定議一千九百零五年六月七號福士達路提英格瀾簽押

又因本合同第二位之股東於一千九百零五年八月二十九日會議將上開草約按例批准並經本合同第二位之股東多數及董事員等准照將上開草約實行本合同第二位之執事人員將議定所有實行此約應須之合同又因欽奉

大清國
大皇帝諭旨將上開草約按例批准並派湖廣總督張 出使大臣梁 實行原約
是以現今本合同兩位議定如下

本合同第一位允給第二位美金六百七十五萬元並由一千九百零五年五月一日起計至按期或分期交款

之日止按年息五元加給利息按照下開辦法於一千九百零五年九月七日或此日以前應交二百萬元及所餘之數於一千九百零五年十二月七日或此日以前均由本合同第一位在紐約城用美國金元交給第二位收受並無折扣俟第一位將此款美金六百七十五萬元及其利息交付第二位收受清楚第二位即將所有因前項各合同特權或因註銷該項各合同之故可均

大清帝國政府索取各事概行解放並按照上開辦法第二位又將合興公司在中國之產業已成之鐵路材料圖表鑛利諸特權以及合興公司所有在中國無論明指暗包之產業均一概交還第一位收執本合同兩位均願

大清帝國政府將第二位按前項各合同在中國應得產業一概接管惟彼此聲明非將末次款項交付所有現情仍然不改而第二位之名分及利益亦不因此合同而有改變彼此又聲明本合同第二位由本日起四十日內將已經售出之

大清帝國政府借票二百二十二萬二千元或留存或繳還第一位之處知照本合同第一位如此項借票業主

December 1905 by the party of the first part at New York in American Gold Dollars to the party of the second part in full from the party of the first part, the party of the second part shall thereupon be fully divested of all the special powers arising from all agreements aforesaid and any and every demand which on account of the cancellation of such agreements aforesaid could be made on the Imperial Chinese Government. AND in accordance with the above arrangement, the party of the second part shall return in full to the party of the first part the property in China of the China Development Company, the railroad complete, the railroad materials, plans, surveys, all special mining powers together with all property in China of the China Development Company whatsoever whether express or implied.

The two parties to this agreement both are desirous that the Imperial Government of China shall take over full control of the property in China accruing to the party of the second part under each of the above referred agreements, but they mutually declare that until payment of the final instalment, all present conditions shall remain unchanged and the status and privileges of the party of the second part shall not on any account of this agreement be altered. They mutually declare further that the party of the second part shall within forty days from date hereof notify the party of the first part of the retention or delivery to the party of the first part of the \$2,222,000 of loan bonds of the Imperial Chinese Government already sold. Should the holder or holders of such bonds not inform the party of the second part in due time of his or their determination,

the said holder or holders shall thereby be taken to have elected to retain the loan bonds and the party of the first part shall be at liberty for every bond retained at the rate of 90 cents to the \$ to deduct from the final payment the amount thereof. The party of the first part agrees to pay on the loan bonds already sold the interest from the 1st. May 1905 due up to or before the 7th. September 1907 and further to pay principal and interest when due to the holders of all loan bonds retained, and it is mutually agreed that the preliminary Agreement of 7th. June 1905 having been recognized as valid by both parties shall be thoroughly carried out.

On the day and year just above mentioned the party of the first part through Hukuang Viceroy Chang and Envoy Liang in virtue of Imperial Decree sign this agreement in duplicate and the party of the second part through the General Manager and Secretary of the said Company sign this Agreement in duplicate and affix the seal of the said Company in token of good faith.

Signed by Hukuang Viceroy Chang, representing Hunan, Hupeh and Kwangtung, by Liang, Envoy.

By General Manager of the China Development Company,

WHITTIER.

By Secretary of the China Development Company,

Witnesses:

YING KO-LAN
FOSTER.

或業主等不如期將所定辦法知照第二位即作為該業主或該業主等願意留存借票第一位可
將留存之票每元按九折在末次付利息並允凡借票主留存之借票本息到期即行交付又
月一日及九月七日或此日以前應付利息並允凡借票主留存之借票本息到期即行交付又
彼此訂明一千九百零五年六月七日所訂草約經兩位認實批准一概按約實行
於上開年月日本合同第一位由湖廣總督張 出使大臣梁 欽奉諭旨將此合同錄副簽押本
合同第二二位由該公司總辦及書記將此合同錄副簽押並將該公司印信蓋用以昭信守
湖南湖北廣東代表人湖廣總督張 押 梁代
出使大臣梁 押
合興公司總辦惠揚爾 押
書記谷德 押
見證人英格瀾 押
福士達 押

第九號 收回粵漢鐵路合興公司售讓合同 光緒三十一年

No. 10. ARBITRATION CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND CHINA, 8th. OCTOBER, 1908.

(Ratifications Exchanged at Washington, 6th. April, 1909).

The President of the United States of America and His Majesty the Emperor of China, taking into consideration the fact that the High Contracting Parties to the Convention for the pacific settlement of international disputes, concluded at The Hague on the 29th. July, 1899, have reserved to themselves, by Article XIX of that Convention, the right of concluding agreements, with a view to referring to arbitration all questions which they shall consider possible to submit to such treatment, have resolved to conclude an Arbitration Convention, between the two countries, and for that purpose have named as their Plenipotentiaries. that is to say :

The President of the United States of America, ELIHU ROOR, Secretary of State of the United States of America; and His Majesty the Emperor of China, WU TING-FANG, Envoy Extraordinary and Minister Plenipotentiary to the United States of America, Mexico, Peru, and Cuba;

Who, after having communicated to each other their full powers, found to be in good and due form, have agreed upon and concluded the following Articles:—

ARTICLE I.

Differences which may arise of a legal nature or relating to the interpretation of treaties existing between the two Contracting Parties, and which it may not have, been

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 差皇 命伯 美號 號皇 大清 伯美 美第
 均出 帝國 外理 國處 在帝 國理 國十
 屬使 特 部 靈 之海 爲 爲 爲 第十
 安善 墨 大 天 事 牙 和 息 號
 會秘 古 德 天 件 立 國 際 中
 同議 國 臣 德 付 約 爭 美 美
 議定 大 伍 特 公 內 端 美 美
 條欵 開 列 如 左 權 大 臣 此 將 所 奉 全 權 文 憑 較
 茲特 立 一 公 斷 條 約 爲 此 各 簡 全 權 大 臣 如 下 以 九
 起見 曾 於 西 歷 一 千 八 百 九 十 九 年 七 月 二 十 九
 日 明 斷 條 約 再 訂 爲 此 各 簡 全 權 大 臣 如 下 以 九
 日 明 斷 條 約 再 訂 爲 此 各 簡 全 權 大 臣 如 下 以 九

第十號 中美公斷條約 光緒三十四年

第一款

兩立約國 遇有爭端 關於法律 意義或條 約解釋爲 外交法不 能議結者 應付西歷

possible to settle by diplomacy, shall be referred to the Permanent Court of Arbitration established at The Hague by the Convention of the 29th. July, 1899, provided, nevertheless, that they do not affect the vital interests, the independence, or the honor of the two Contracting States, and do not concern the interests of third parties.

一千八百九十九年
七月二十九號公約
設立之海牙常川公
斷院判結惟須無礙
彼此國脈所繫之利
權或自主權或名譽
又不干涉第三國利
權者方可照辦

ARTICLE II

In each individual case the High Contracting Parties before appealing to the Permanent Court of Arbitration shall conclude a special agreement defining clearly the matter in dispute, the scope of the powers of the Arbitrators, and the periods to be fixed for the formation of the Arbitral Tribunal and the several stages of the procedure. It is understood that such special agreements will be made on the part of the United States by and with the advice and consent of the Senate thereof.

第二款
凡遇此種爭端於未付公斷院
之先兩國應訂特約詳列所爭
執事由公斷員之權限及公斷
院之招集與分次理處之期限
此種特約在美國一面應由
大伯理璽天德得有上議院協贊
允諾乃行訂立

第十號
中美公斷條約
光緒三十四年

ARTICLE III.

The present Convention shall remain in force for the period of five years from the date of the exchange of the ratifications.

第三款
本約施
行期限
自互換
之日起
以五年
爲期

ARTICLE IV.

The present Convention shall be ratified by the High Contracting Parties, and the ratifications thereof shall be exchanged at Washington as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the present Convention, and have thereunto affixed their seals.

第四款
本約應由兩國
批准後即在美國華
盛頓從速互換本
約立於美國京城
華盛頓約文共繕

Done at the City of Washington, in duplicate, this 8th day of October, one thousand nine hundred and eight, corresponding to the 14th day of the 9th month of the 34th year of KUANG HSŪ.

[Seal.] ELIHU ROOT.

[Seal.] WU TENG-FANG.

大美國外部大臣
大清國欽差大臣伍廷芳

光緒三十四年九月十四日

西歷一千九百八年十月八號

以昭信守

兩分由兩全權大臣署名蓋印

第十號
中美公斷條約
光緒三十四年

No. 11. AGREEMENT BETWEEN THE BETHLEHEM STEEL CORPORATION
AND CHINA FOR CERTAIN NAVAL CONSTRUCTION AND
IMPROVEMENT, 21st. OCTOBER, 1911.

Agreement made between the Imperial Chinese Government, hereinafter called the Government, of the First Part, and

The Bethlehem Steel Corporation, New York, United States of America, hereinafter called the Corporation, of the Second Part.

Whereas the Imperial Chinese Government desires to make an expenditure for Naval Purposes of twenty five million k'up'ing taels, of which amount a sum not to exceed two million taels is to be spent for the purpose of improving such existing gun and ammunition factories as may be decided upon and designated by the Government or of Establishing works in China for the manufacture of guns and ammunition; and of which amount a further sum not to exceed two million taels is to be spent for the purpose of improving such present dockyards and arsenals as may be decided upon and designated by the Government, or of establishing new ones in China, and the remainder to be spent for the construction of such naval vessels and guns as cannot be built in China, the characteristics and dimensions of these naval vessels to be decided later by the Government.

It is Agreed as follows:—

ARTICLE I.

The Corporation agrees to build and to operate the factories, works, arsenals and dock-yards referred to in the Preamble under such conditions as may be made the subject of a supplementary agreement.

大清國政府下文稱爲政府與紐約貝里威鋼鐵公司下文稱爲公司訂立合同
政府擬用庫平銀二千五百萬兩以應海軍之需此項銀兩中先提撥二百萬
兩爲限將政府所酌定之現有槍砲彈藥改良或在中國境內另行設立新廠
製造槍砲彈藥並再提撥二百萬兩爲限將政府所酌定之現有船塢製造局
改良或在中國境內另行設立新局兩次提撥後所餘之數用以製造中
國船廠所不能造之海軍船艦及大砲其船艦款式度量隨後由政府擬定爲
此之故特立條款如下

爲建築辦理
合同條款代
公司允照副
局所工程
所載各項船
木合同首段

第十一號 中國與美國鋼鐵公司訂立某種海軍建築合同

第一款

ARTICLE II.

The Government agrees to place orders with the Corporation for the construction of the naval vessels referred to the Preamble.

第二段
本公司定造府允向船艦政戰海軍首段所本合同

ARTICLE III.

The Corporation agrees to undertake the construction of the vessels referred to in the Preamble, and to charge for such vessels and for such other work as it may be called upon to do under this agreement at prices that shall be the same as those paid by the United States Government for similar or like vessels or work.

第三款
本公司允造本合同首段所載海軍船艦此項船艦及本合同所許承辦之各項工程公司所估之價值允按照美國政府發給同式或相似船艦工程之價值劃一估算

ARTICLE IV.

The Corporation agrees to make the expenditures necessary in connection with the construction and work done under this agreement for the Government and to accept in payment for the same Imperial Chinese Government bonds issued without security and bearing interest at the rate of five per cent. (5%) per annum, such bonds to be taken at ninety seven and one-half per cent. (97½%) of their face value. The amortization of the bonds to be made the subject of a supplementary agreement.

第四款
本合同所載各項製造及工程所有應需款項公司允代政府支給並允收中國政府債票付價所發債票不用抵押每年行息五釐即每百兩債票每年行息五兩票面所註數目係按九七五折算即每百兩債票實收九十七兩五錢至清償債票之法另訂副合同條款辦理

ARTICLE V.

The Corporation agrees to obtain the consent of the United States Government for the Imperial Chinese Government to have the right to use all of the United States Government designs and patents of vessels, equipments, armaments, guns, and ammunitions, as well as the Special and secret information of the United States Navy, and such

第五款
公司允代政府求得美國政府特許權利照用美國政府船艦砲械彈藥圖式專製權及美國海軍之特別秘要事件嗣後美國海軍如有改良及更換新式之處政府

第十一期號
中國與美國鋼鐵公司訂立某種海軍建築合同
宣統三年

improvements, changes, and alterations that hereafter may be adopted by the United States Navy.

The Corporation also agrees to secure the training of Chinese naval officers and cadets by United States naval officers on board either United States or Chinese men-of-war, and further agrees to endeavor to obtain, and believes that it can do so, from the United States Government the admission of Chinese students and officers to the naval schools and academies of the United States. The officers and cadets on board men-of-war of the United States and the students and officers at the naval schools and academies shall be put in the same class and accorded the same treatment and given the same training and instruction as the officers, cadets, and students of the United States.

ARTICLE VI.

The Corporation agrees to place at the disposal of the Chinese Navy Board an expert technical staff possessed with all the special information of the United States Navy, said staff to be sent to China and to be furnished free of cost to the Government.

ARTICLE VII.

This Agreement shall not come into force until the supplementary agreements mentioned in Articles I and IV have been agreed upon and signed.

ARTICLE VIII.

This Agreement is executed in duplicate, in English, one copy to be held by the Government and one copy to be held by the Corporation.

亦得將船艦砲械彈藥照樣改良
公司並允求得美國政府准中國海軍官及學生在美國兵艦或中國兵艦用美國海軍官教練公司又允設法要求並自信可得美國政府允准中國海軍官及學生入美國各種海軍學堂肄業所有在美艦之中國海軍官及學生暨在美國各種海軍學堂之中國海軍官及學生均得與在美艦暨在美堂之美國海軍官及學生同班教授一律待遇及受劃一之教育

第六款
中國海軍部如需專門兼熟悉美國海軍情形人員協商公司允派來華此項人員其所需費用政府全不擔任

第七款
本合同第一第四兩款所載之副合同條款須互允簽押後本合同方為有效

第八款
本合同用英文繕寫兩分政府公司各收執一分

第十一號 中國與美國鋼鐵公司訂立某種海軍建築合同 宣統三年

ARTICLE IX.

Signed at Peking this thirtieth day of the eighth moon of the Third year of His Imperial Majesty Hsuan Tung, being the twenty-first day of the month of October, nineteen hundred and eleven. A. D., Western Calendar.

北京簽押

月二十一號在

九百十一年十

日即西歷一千

三年八月三十

本合同於宣統

第九款

For the Government :

For the Corporation :

第十一號 中國與美國鋼鐵公司訂立某種海軍建築合同 宣統三年

No. 12. HUAI RIVER CONSERVANCY MEMORANDUM ADDRESSED BY THE
GOVERNMENT OF THE REPUBLIC OF CHINA TO THE AMERICAN
NATIONAL RED CROSS, OR ITS REPRESENTATIVES,
OR SUCCESSORS, 30th. JANUARY 1914.

I.

In consideration of the interest already practically manifested by the American National Red Cross in the Huai River region, and in consideration of the readiness of that organization and its representatives or successors to take steps with a view to obtaining the funds for carrying out the engineering works of the Huai River Conservancy.

II.

The Government of the Republic of China engages itself to allow the American National Red Cross, or its Representatives, or Successors, a period of one year from date for the purpose of preparing and effecting a Huai River Conservancy Loan. The amount of this Loan is to be Twenty Million Gold Dollars (\$20,000,000), or such sum as may be found necessary, after complete surveys have been made, to carry out the work of improving the water courses embraced in the Huai River district, including the Huai River from Hsin-yang-chow, in Honan, passing through Hsi-hsien, Hou-ch'iu-hsien, Fêng-t'si-hsien, Huai-yuan-hsien, Wu-ho-hsien, and Yü-i-hsien, the Inner Grand Canal, the Yi, Su and Shu Rivers, in the province of Kiangsu, the Sui, Ko, Fei, Kuai, Ch'ung, T'ung and T'o Rivers, in the pro-

第十二號 導淮借款草議

一 中華民國政府因美

國紅十字會已表示

注重淮河流域之意

並念該機關或其代

表或其承續人願設

法籌款興辦導淮工

程

二 故中華民國政府承認允許美國紅十字會或其代

表或其承續人自本草議簽字之日起一年之時期

以便籌集導淮借款此項借款數目為美金一千萬

元（此項數目或增或減須於測量完全告竣後查

係必要者）用以疏導淮河流域內之河道賅括淮

河（自河南信陽州起經息縣霍邱鳳台懷遠五河

盱眙縣境）裏運河圻河泗河流域（江蘇省境內）

vince of Anhui, and the Hungtzu Lake, together with the contemplated outlets to the sea and the Yangtze River. If after the above conservancy work has been in progress for some time, it shall appear that the original loan is insufficient to provide for its completion, then, after complete investigations as to the requisite amount have been made by the Engineer-in-Chief, the Director General of the National Conservancy Bureau, upon approving the report submitted by the Engineer-in-Chief, shall approach the American National Red Cross, who will continue to use their good offices for increasing the loan, on terms mutually satisfactory at the time of such increase, to such an amount as will render possible the completion of the Huai River Conservancy works as herein delimited.

III.

The Loan shall be a Government of the Republic of China Gold Loan, bearing interest at the rate of five (5) per cent. per annum and shall be secured as follows:

(a) All government revenue derivable or now derived from government lands in the Conservancy Area as defined in Article II and Appendix A, and also all additional revenues which may in the future accrue to the Government of the Republic of China as a result of the conservancy work, which shall include revenue from the sale or lease of reclaimed lands, as well as special conservancy taxes, to be levied by the Government of the Republic of China on all lands benefitted by the Conservancy work; also all tolls levied for the use of the Grand Canal within the Conservancy Area.

唯河過河澗河滄河濠河潼河沱河(安徽省境內)及洪澤湖兼須待審核之入海與揚子江之出路倫以上所載之河工開工後進行已有時日原訂借款顯見不敷用以完工屆時由總工程師將需款數目完全審查後呈由全國水利局總裁核定即由總裁商請美國紅十字會繼續設法加增借款其條件於加增借款時議訂期於雙方滿意其加增之數目以能使本條件內規定之導淮工程完竣爲準

三此項借款定名爲中華民國政府美金借款年息五釐其擔保品如下
甲附件甲種所規定之河工區域內凡係官地能有或目前所有之收入以及將來因河工收效而可爲中華民國加增之收入賒括溢田畝變價召租及中華民國政府於河治受益之田畝所徵收之河工特稅並因使用河工區域內運河而徵收之通行稅在內

(b) Should the above revenues and taxes derived by the Government of the Republic of China be insufficient to meet the payments of the interest and principal of the loan when they fall due, the Government of the Republic of China undertakes to repay in full both principal and interest, on their due dates, with revenue derived from other sources.

乙如前項中華民國
所得收入及稅課於
借款本利分年到期
之時不敷抵還中華
民國政府允於分年
本利到期之日別籌
他項收入將應還本
利全數歸還

IV.

The issue price of the bonds shall be fixed by agreement between the Government of the Republic of China and the American National Red Cross, or its representatives, or successors, in accordance with the most favorable market price of the similar obligations of the Government of the Republic of China, such as bonds for railway construction, at the time of signing the loan contract. The price payable to the Government of the Republic of China shall be the actual rate of issue to the public less an equitable amount for bankers' commissions, flotation charges, and stamps.

四債券發售之價當由中華民國政府
與美國紅十字會或其代表或其承
續人于此借款簽字時按照中國政
府負有相同債務(如鐵路工程)債
券之最惠市價協同訂定其交付中
華民國政府之券價應為發售於公
衆之實數但須扣出一準情合理之
數目為銀行佣金發售債券費用及
印花稅

V.

The Government of the Republic of China expresses its desire to trust the American National Red Cross to secure an engineer of at least five years experience in the United States in river conservancy work of the first magnitude and of the highest professional reputation, for the post of Engineer-in-Chief of the Huai River Conservancy work, who shall be entrusted with the preparation of definitive plans for the engineering work and shall be in charge of all the works in the Conservancy Area as defined in paragraph

五中國政府表明願託美國紅十字
會延聘在美國著名重要河工有
五年以上之經驗於職業上負有
最高尚名譽之工程師為導淮總
工程師委令籌備工程上準確之
計畫兼管理第二條內所載及附
件甲所規定之河工區域內之一

II and delimited in Appendix A. As an evidence of its good intention to assist the Republic of China the American National Red Cross shall designate for appointment by the Government of the Republic of China, an engineer possessing the qualifications desired by the Chinese Government as stated above. In order to give evidence of American fairness and strengthen the confidence felt in the Chinese Government, any consulting engineer representing the Director General of the National Conservancy Bureau who shall be under orders to inspect the progress of the works of the Huai River Conservancy and the other conservancy works in the Conservancy Area as delimited in Appendix A, shall be afforded reasonable facilities for such inspection, in the same way that he is assisted in the inspection of all the other works undertaken by the National Conservancy Bureau.

VI.

The construction work shall be carried out under a percentage contract, and the construction Company selected to carry out the work shall have the approval of the Government of the Republic of China and of the American National Red Cross, or its representatives or successors. All sub-contracts, of a nature to be specified in the Final Agreement, which may be let out by the Construction Company for the prompt prosecution of the work, are to be made on the basis of public tender.

VII.

If within the Huai River Conservancy Area there are engineering works of lesser magnitude that, either from the standpoint of conser-

同 工程師調查全國水利局所辦各項工程所得之利便相
其他河工當給以準情合理之利便俾資勸查與該顧問
行及第二條內所載並附件甲所規定之河工區域內之
工程師代表全國水利局總裁奉命勸查導淮工程之進
國政府委任為顯美國之公平增中國之信用凡係顧問
一工程師有以上所載中國政府所願得之資格者由中
切河工美國紅十字會表明贊助中華民國之好意提出

明 類性質於最後合同內分晰載
投標法辦理其零散包工之種
因迅速工程計必須包出當以
可所有零散包工承辦公司如
字會或其代表或其承辦人認
經中華民國政府與美國紅十
工承辦而被選承辦之公司應
六此項工程以百分法計利之包

利交 因水 河工 小段 內有 區域 河工 導淮 七如於

第十二號 中美導淮借款草議 民國三年

vancy or water communication, demand immediate action and necessitate the preliminary advance of one or two million dollars gold, then the American National Red Cross, or its representatives or successors, actuated by a friendly purpose to assist China, agrees to use its good offices, after receiving the representations of the Government of the Republic of China, to secure at the earliest possible moment an advance to the amount required, said advance to be repaid from the large loan when made.

VIII.

All arrangements for the efficient handling of disbursements and receipts and for the mutual protection of the Government of the Republic of China and the bondholders, shall be settled by negotiation and embodied in the Final Agreement. General lump sum appropriations from the proceeds of the loan must first receive the sanction of the Director General of the National Conservancy Bureau, but all payments made therefrom shall be made only upon joint approval by the Managing Director and the Engineer-in-Chief.

IX.

As soon as possible after the signing of this Memorandum the two parties shall appoint delegates with full powers to negotiate and conclude a Final Agreement subject to the approval of their principals. When the expiration of the time covered by this Memorandum has arrived should either party thereto be unable to fulfill its engagement, it shall become of no effect.

通急須提前迅辦之故先需美金
一二百萬元美國紅十字會或其
代表或其承續人應以贊助中華
民國之好意允許於接到中國政
府知會後盡力設法從速籌得此
項需用之墊款其數即於大借款
成立時在內扣算

八至妥善經理出入款項及中國政
府與持有債券人雙方之保障一
切辦法當磋商決定而載入最後
之合同凡係在借款內動撥之概
數必須先由總裁核定但在此概
數內支付之款祇憑總辦總工程
師會同認可

九此草議經簽字後雙
方應速派全權委員
開議並商訂一最後
之合同呈由其主裁
之人核奪倘草議內
所載之期屆滿彼此
有一方面不能履行
所訂之合同即應作
廢

X.

The English and Chinese texts of this Memorandum have been carefully compared ; but in the event of there being any difference of meaning between them, the sense as expressed in the English text shall be held to be the correct one.

爲正義

應以英文作

詞辯論之處

嗣後如有文

詳細校對惟

其漢英文均

十現訂之草議

APPENDIX A.

The Huai River Conservancy Area shall include the following water courses, together with such subsidiary works as according to the final plans of the Engineer-in-Chief shall be necessary for the proper working of the whole system:

Huai River.

Starting from Hsin-yang-chow, in Honan, it proceeds through Hsi-hsien, Hou-ch'iu-hsien, and Fêng-t'ai-hsien to Huai-yuan-hsien, uniting the following rivers: Sui, Ko, Fei, K'uai, Ch'ung, T'ung, and T'o; it passes through Wu-ho-hsien and Yü-i-hsien, to the Hung-tzu Lake; it subsequently passes through Ch'ing-ho-hsien and An-tung-hsien to the sea.

Inner Grand Canal.

Starting from Kua-chow on the Yangtze it proceeds to Ch'ing-ho-hsien and joins the Grand Canal.

Yi River.

Starting from Ch'i-ts'un it proceeds to Yao-wan, where it enters the Grand Canal.

Ssu River (also called the Pu-lao River).

Starting from Lin Chiao Pa it goes to a place between Yao-wan and Hsü-t'ang, where it enters the Grand Canal.

Shu River.

Starting from Ta San Ch'a K'ou it goes eastward to Chou Chia K'ou, where it enters the Lin T'ang River. (This portion is known as the "Ch'ien, Anterior, Shu River.")

Arriving at Lung Wang Hiao it makes a turn to the North and proceeds to Ma Chia K'ou and enters the Ch'ing Yi Lake. (This portion is known as the "Hou, Posterior, Shu River.")

附件甲

淮河流域該括以下所列之河道以及按照總工程師所定最後計畫為辦理全工必要之連帶工程
在內

淮河 (自河南信陽州起經息縣霍邱鳳台懷遠五河盱眙縣境) 睢河渦河淝河澗河濬河潼河沱河越

五河盱眙縣境至洪澤湖又經清河安東縣境入海裏運河自揚子江瓜州起至清河縣入運河

沂河自齊村起至濰灣入運河

泗河 (即不牢河) 自蘭家壩至濰灣徐唐之間入中運河

流河由大三汊口起至周家口入六塘河 (為前流河) 至龍王廟轉向北至馬家口入青伊湖 (為後流)

For purposes of the security for the loan under paragraph III, the area shall also include the entire drainage area of the above mentioned water-courses.

Signed at Peking, China, this thirtieth day of January, one thousand nine hundred and fourteen :

Accepted on behalf of the American National Red Cross:

PAUL S. REINSCH, (Signed)

Envoy Extraordinary and Minister Plenipotentiary of the United States of America.

For the Government of the Republic of China:

(Signed)

(In Chinese by CHANG CHIEN).

[SEAL OF THE MINISTRY OF AGRICULTURE AND COMMERCE]

(Seal of Chang Chien as Director-General of the National Conservancy Bureau.)

河)以第三條內所載之借款擔保品故河工區域並
賅括以上河道所通之溝洫區域全境在內

代中華民國政府張謇

大美國特派駐華全權公使代美國紅十字會承受

西曆一千九百十四年一月三十日

在北京簽字

第十二號 中美導灌借款草議 民國三年

No. 13. AGREEMENT FOR THE ESTABLISHMENT OF THE PETROLEUM INDUSTRY, 10th. FEBRUARY, 1914.

This Agreement made this Tenth day of February 1914 at Peking, China by and between the Government of China represented by:—

Hsiung Hsi Ling, Premier;
Chow Tsz Chi, Minister of Finance;
Chang Chien, Minister of Agriculture and Commerce;
Chu Chi Chien, Acting Minister of Communications;

and the Standard Oil Company of New York, an American Corporation represented by their Attorney Henry J. Overall.

Witnesseth as follows:—

Whereas Petroleum is known to exist at Yen-Ch'ang and other places in Shensi and other Provinces, and whereas the nature, extent, and value of the said Petroleum deposits are fully known, and whereas the Standard Oil Company of New York is one of the most experienced Corporation in the Petroleum Trade, and has facilities at its command superior to any existing organization for exploiting, preparing for consumption and marketing.

Now therefore, we, the above contracting parties do hereby solemnly agree:—

FIRST.

The Standard Oil Company of New York will send a thoroughly competent expert, or experts, to at once make a thorough examination of the Yen-Ch'ang Yen-An-Fu and

代表美國紐約士丹達油公司
茲因中國陝西省內延長縣及他處有石油出產又因該石油之性質區域及所值
若何未盡明曉又因美孚於石油事業最有經驗且具有能力凡採取製煉以便銷
售等事均較他公司獨為優勝
是以雙方訂定條款如左

代表中華民國政府
代表美國紐約士丹達油公司
即美孚
艾文瀾訂立

第十三號 美孚推廣事業合同
此合同於中華民國三年二月十日
西歷一千九百十四年二月十日由

農商總長 張謇
國務總理 熊希齡
財政總長 周自齊
交通總長 朱啟鈐

第一條
美孚允派
極得力之
專家一
人或數人
立即前往
陝西省延
安府延長

第十三號 美孚洋行推廣事業合同 民國三年

adjoining fields in Shensi province and Chengtehfu (Jehol) and adjoining fields in Chihli Province. The Government of China will provide all necessary escort, interpreters, and military sufficient to insure the safety of the expedition. Expenses are to be borne by the Standard Oil Company of New York and the Chinese Government jointly.

SECOND.

Upon completion of the examination or at such time in the course of the examination when in the opinion of the expert, or experts, sufficient data have been procured to show that the contracting parties can work to advantage the Petroleum of Yen-Ch'ang, Yen-An-Fu or Chengtehfu Fields, then an American-Chinese Corporation shall be formed comprising both American and Chinese shareholders. The said Corporation to be chartered in the United States of America and registered in China, and shall begin operating the fields within six months after completion of the survey.

THIRD.

The Capitalization shall be 55% Standard Oil Company of New York and 37½% Chinese Government, this 37½% to be in payment by the American-Chinese Corporation to the Chinese Government for the Franchise, and 7½% optional with the Chinese Government to purchase at Par within two years from formation of the Corporation: failing to take up this option, the ownership of this 7½% remains with the Standard Oil Company of New York. None of the Chinese owned shares mentioned above may be either sold

縣直隸省承德府及兩處附連地方產油場所詳細探查中國政府允派應用護導繙譯及足敷保衛之軍隊所有費用由中國政府及美孚分任

第十三號 美孚洋行推廣事業合同 民國三年

第二條

一俟探查完竣或在探查期間如按專門家之意見其報告足證明延安府延長縣或承德府油場雙方可以獲利中國股東及美國股東即行組織一中美合資公司此公司在美國領照並在中國註冊於探查完竣後六個月內從事開採

第三條

公司股本美孚佔百分之五十五中國佔百分之四十五此百份之四十五內有三十七分半係由公司贈與作為取得中國政府所給特權之代價其餘七分半由中國政府於公司成立之日起兩年內照原價購買如過期不買仍作為

to or owned by other than Chinese during the life of this agreement. Any increase of original capital necessary to work the Petroleum fields mentioned in clauses one, two and four shall be in the same proportions and on the same terms. The absolute and entire control and management of the said American-Chinese-Corporation shall be vested in a Board of Directors consisting of Standard Oil Company of New York and Chinese in the proportions of the above allotments of shares. The name of the said American-Chinese Corporation, composed as above, shall be mutually arranged between representatives of the Chinese Government and the Standard Oil Company of New York, as well as rules, and by-laws governing the same, as soon after the signature of this Agreement as possible. Chinese citizens may purchase shares in the American-Chinese Corporation on the open market.

FOURTH.

The Chinese Government hereby promises the Standard Oil Company of New York that the working of Petroleum in the Yen-Ch'ang, Yen-An-Fu and adjoining fields in Shensi Province and Chengtehfu (Jehol) and adjoining fields in Chihli Province shall be exclusively entrusted to the American-Chinese Corporation mentioned above, to develop, refine and market, and that the Chinese Government will give every assistance and protection in doing the same and furthermore will undertake not to give monopoly of Petroleum territories to any other foreigners but agrees that no concession whatever for petroleum-bearing properties in China be given to other foreigners until the proposed Corporation's workings prove satis-

美孚之股本此合同期內所有中國股本不得售與非中國人或爲非中國人所有
將來在第一條所開場所加增資本亦照上列辦法按數分攤公司完全管理經辦之權授於董事部以美孚人員及中國人員按照股本多寡平均分配組織之一俟此合同簽字之後即由中國政府之代表與美孚之代表會定公司名稱及其規則章程中國國民可在市面購買中美公司之股票

第四條
中國政府應允美孚將陝西省延安府延長縣直隸省承德府及其附連產油場所全行交與中美合資公司開採製煉及銷售中國政府應允極力相助並加以保護並應允無論何項外國人不給以產油場所專利之權並允如中美合資公司所辦開採之事未得中國政府及美孚滿意中國政府不將中國境內產油場所給

factory to the Chinese Government and the Standard Oil Company of New York, which period shall not exceed one year from date of signing contract.

This Agreement is for 60 years from the date of signature during which term the Chinese Government promises that no other foreign individual or corporation will be allowed to produce Petroleum or any of its products in the said districts.

In the event of the Yen-Ch'ang, Yen-An-Fu, Shensi Province or Chengtehfu (Jehol) Chihli Province Fields proving worthless, this Agreement shall apply any other district in Shensi or Chihli which the aforesaid experts shall on examination approve.

FIFTH.

The Chinese Government promises that all necessary facilities of transportation of Petroleum or its products from point of production to tidewater, such as railway lines or pipe-lines, shall be granted the said American-Chinese Corporation, which Corporation shall construct, maintain and operate such lines in the interest of the said Corporation. Application for same to be made before construction to Board of Communications.

SIXTH.

The Chinese Government will arrange with all landowners, or lessors of land, or present workers of Petroleum deposits in the above mentioned fields, that all such Petroleum-bearing lands shall be worked by the American-Chinese Corporation aforesaid, and by none other.

All expenses in connection with vacating of any lands for this purpose

與其他外國人辦理惟自此合同簽押之日起不得逾一年之限
此合同自簽字之日起實行六十年為滿在此期內中國政府應允不准其他外國人或外國團體在上開地方出取石油及其副產物
偷陝西省延安府延長縣直隸省承德府及其附連油廠查明不備開採應准在直陝兩省內別處地方辦理仍以專門家探查所指為限

第十三號 美孚洋行推廣事業合同 民國三年

第五條

中國政府應允凡中美合資公司所出石油及其副產物由產油場所運至水道或鐵路或用管線均給予中美合資公司運輸之利便中美合資公司為利益起見得以建築保養使用此種路線惟須先呈請交通部允准

第六條

中國政府允與各地業主或租戶或在上開地方現開油井之人議定辦法將所有應用產油場所均歸公司開採別人不得開採所有因讓地之一切費用由中國

will be arranged by the Chinese Government but be paid for by the American-Chinese Corporation.

Royalty on value of Crude Petroleum not to exceed 1.5% at place of production.

SEVENTH.

The terms of this agreement as above are dependent entirely upon the acceptance of same by the Standard Oil Company of New York after the examinations and reports by the experts deputed to investigate.

EIGHTH.

Should the Chinese Government undertake to arrange for a loan with bankers in the United States the Standard Oil Company of New York agrees to give such loan its tacit support.

NINTH.

This Agreement is drawn up in Quadruplicate in the English and Chinese languages. In the event of dispute as to meaning the English version shall be considered binding.

Signed and Sealed at Peking this tenth day of February 1914.

Standard Oil Company of New York by their Attorney:—

HENRY J. EVERALL

Witness:—

ROBERT COLTMAN.

Representatives of the Chinese Government:—

Hsiung Hsi Ling, Premier;
Chow Tsz Chi, Minister of Finance;

Chang Chien, Minister of Agriculture and Commerce;

Chu Chi Chien, Acting Minister of Communications.

政府商訂並
歸公司支給
所產粗油按
一千分之十
五分報効中
國政府在產
油場所交納

第七條
此合同所開
各條款應俟
美孚所派之
專門家探查
報告經美孚
認可始能有
效

第八條
如中國政府
欲在美國辦
理債項美孚
公司應允暗
中幫助

第九條
此合同繕具
英文各四分
如有疑義以
英文為準
中華民國二
年二月十日
西歷一千九
百十四年二
月十日
農商總長 張謇
國務總理 熊希齡
財政總長 周自齊
交通總長 朱啟鈞
美孚代表 見證人

第十三號 美孚洋行推廣事業合同 民國三年

No. 14. TREATY FOR THE ADVANCEMENT OF THE GENERAL CAUSE OF PEACE, 15th. SEPTEMBER, 1914.

(Ratifications were exchanged October 22, 1915)

The President of the Republic of China and the President of the United States of America, desiring to strengthen the friendly relations which unite their two countries and to serve the cause of general peace, have decided to conclude a treaty for these purposes and have consequently appointed the plenipotentiaries designated hereinafter, to wit:

The President of the Republic of China, Kai Fu Shah, Envoy Extraordinary and Minister Plenipotentiary of the Republic of China to the United States; and

The President of the United States of America, the Honorable William Jennings Bryan, Secretary of State of the United States;

Who, after exhibiting to each other their full powers, found to be in due and proper form, have agreed upon the following articles:

ARTICLE I.

Any disputes arising between the Government of the Republic of China and the Government of the United States of America, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to arbitration, be submitted for investigation and report to a Permanent International Commission constituted in the manner prescribed in the following article.

The High Contracting Parties agree not to resort, with respect to each other, to any act of force during the investigation to be made by the Commission and before its report is handed in.

第十四號

中美解紛免戰條約

第十四號 中美解紛免戰條約 民國三年

第一款

大中華民國與
大美國為鞏固友誼並維持和平之進行起見情願彼此訂立此項條約簡派全權銜名如左

大中華民國大總統派駐美利堅合眾國特任全權公使夏偕復

大美國大總統派外務卿威廉謹寧勃蘭因彼此將全權字樣對換校閱妥協商訂各款開列於下

中華民國政府與美利堅合眾國政府遇有爭執事件無論何項性質為尋常外交所不能解決及兩締約國不用公斷者應交永久國際公會考查報告此項國際公會照下款所開之法組織之
兩締約國彼此互允當公會考查之時及報告交送以前不用何項之武力

ARTICLE II.

The International Commission shall be composed of five members appointed as follows: Each Government shall designate two members, only one of whom shall be of its own nationality; the fifth member shall be designated by common consent and shall not belong to any of the nationalities already represented on the Commission; he shall perform the duties of President.

In case the two Governments should be unable to agree on the choice of the fifth commissioner, the other four shall be called upon to designate him, and failing an understanding between them, the provisions of article 45 of The Hague Convention of 1907 shall be applied.

The Commission shall be organized within six months from the exchange of ratifications of the present convention.

The members shall be appointed for one year and their appointment may be renewed. They shall remain in office until superseded or reappointed, or until the work on which they are engaged at the time their office expires is completed.

Any vacancies which may arise (from death, resignation, or cases of physical or moral incapacity) shall be filled within the shortest possible period in the manner followed for the original appointment.

The High Contracting Parties shall, before designating the commissioners, reach an understanding in regard to their compensation. They shall bear by halves the expenses incident to the meeting of the Commission.

第二款

國際公會應設會員五人其委任之法如下

兩國政府各委會員二人內一人為本國人其第五會員由兩國政府共同商委該第五會員不得與被委為會員中之一人同其國籍該第五會員應擔任公會會長之職務

若兩國政府對於第五會員未能同意選定應由四會員公舉一人若四會員仍不能同意舉出則照一千九百零七年海牙公斷條約第四十五款行之

此項公會應於本約批准交換後六個月以內成立會員任期一年任滿仍可繼續被委各會員未經新委各員接任或未繼續被委以前或任期雖滿而經手辦理之事件未完應仍留任

如有缺出(指病故辭職及身體或道德上之缺陷而言)照前定辦法從速補委

兩締約國於未委定會員之先應將各員酬金議明開會期間費用應由兩締約國分任其半

ARTICLE III.

In case a dispute should arise between the High Contracting Parties which is not settled by the ordinary methods, each Party shall have a right to ask that the investigation thereof be intrusted to the International Commission charged with making a report. Notice shall be given to the President of the International Commission, who shall at once communicate with his colleagues.

In the same case the President may, after consulting his colleagues and upon receiving the consent of a majority of the members of the Commission, offer the services of the latter to each of the Contracting Parties. Acceptance of that offer declared by one of the two Governments shall be sufficient to give jurisdiction of the case to the Commission in accordance with the foregoing paragraph.

The place of meeting shall be determined by the Commission itself.

ARTICLE IV.

The two High Contracting Parties shall have a right, each on its own part, to state to the President of the Commission what is the subject matter of the controversy. No difference in these statements, which shall be furnished by way of suggestion, shall arrest the action of the Commission.

In case the cause of the dispute should consist of certain acts already committed or about to be committed, the Commission shall as soon as possible indicate what measures to preserve the rights of each party ought in its opinion to be taken provisionally and pending the delivery of its report.

第三款

兩締約國遇有爭執事件爲尋常外交術不能解決者各應有權請交國際公會考查報告請交公會考查之通知書應送於公會會長由彼即速通知各會員

同時公會會長與各會員協商得其多數同意之後亦可自請効力於兩締約國如有一國聲明認可已足以爭執事件照前節所規定者付公會考查開會之地應由公會自擇

第十四號 中美解紛免戰條約 民國三年

第四款

兩締約國之一國應各有權自向公會會長說明爭執之事件此項說明藉抒己見不應拘定公會之行動

若爭執原因發生於某件已行或將行之事而該公會未能即時報告應即先行指出臨時應當之辦法在該會之意以爲可以保全兩締約國各有之權者

ARTICLE V.

As regards the procedure which it is to follow, the Commission shall as far as possible be guided by the provisions contained in articles 9 to 36 of Convention 1 of The Hague of 1907.

The High Contracting Parties agree to afford the Commission all means and all necessary facilities for its investigation and report.

The work of the Commission shall be completed within one year from the date on which it has taken jurisdiction of the case, unless the High Contracting Parties should agree to set a different period.

The conclusion of the Commission and the terms of its report shall be adopted by a majority. The report, signed only by the President acting by virtue of his office, shall be transmitted by him to each of the Contracting Parties.

The High Contracting Parties reserve full liberty as to the action to be taken on the report of the Commission.

ARTICLE VI.

The present treaty shall be ratified by the President of the Republic of China and by the President of the United States of America, with the advice and consent of the Senate of the United States.

It shall go into force immediately after the exchange of ratifications and shall last five years.

Unless denounced six months at least before the expiration of the said period of five years, it shall remain in force until the expiration of a period of twelve months after either party shall have notified the

第五款

國際公會議事規則仿照一千九百零七年海牙公斷第一約第九款至三十六款規定之兩締約國允准與公會種種方便之處以便其考查報告

國際公會之報告除由兩國商明另定期限外應自著手考查日起於一年中完備

國際公會之決議及報告中之語句應由多數贊成通過之此項報告祇須會長一人簽字即由該會長分送兩國兩締約國對於公會報告仍保有自由行動之全權

第六款

本條約應由中華民國大總統批准之及美利堅合眾國大總統依上議院之建議及同意後批准之

本條約交換之後即行施行以五年為期

如五年期限將滿至少須於六個月前聲明停止否則仍行繼續有效如

other of its intention to terminate it.

In witness whereof the respective plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done at Washington this 15th. day of the ninth month in the third year of the Republic of China, corresponding to the 15th. day of September, in the year nineteen hundred and fourteen.

印 夏 借 復

印 William Jennings Bryan

以後此國通知彼國願廢此約自通知後須滿十二個月方行作廢

爲此兩國全權將本約親筆畫押蓋印

中華民國三年九月十五日
西曆一千九百十四年九月十五日
在華盛頓訂立

夏借復

CORRESPONDENCE.

(The Secretary of State to the Chinese Minister.)

Department of State,
Washington, May 11, 1916.

No. 14.

Sir :

It not having been found feasible to complete the International Commission provided for in the treaty of September 15, 1914, between the United States and China for the advancement of the general cause of peace, I have the honor to suggest, for the consideration of your Government, that the time within which the organization of the Commission may be completed be extended by an exchange of notes from April 22, 1916, to August 1, 1916.

Your formal notification in writing that your Government receives the suggestion favorably will be regarded on this Government's part as sufficient to give effect to the extension, and I shall be glad to receive your assurances that it will be so regarded by your Government also.

Accept, Sir, the renewed assurances of my highest consideration.

ROBERT LANSING.

MR. VI KYUIN WELLINGTON KOO,
Chinese Minister.

第十四號

中美解紛免戰條約

民國三年

(The Chinese Minister to the Secretary of State.)

Chinese Legation,
Washington, May 19, 1916.

No. 14.

Sir :

I have the honor to acknowledge the receipt of your note of the 11th. instant, in which you are good enough to suggest, for the consideration of my Government, that the time within which the organization of the International Commission provided for in the Treaty of September 15, 1914, between China and the United States, for the advancement of the general cause of peace may be completed, be extended by an exchange of notes from April 22, 1916, to August 1, 1916.

I am authorized by my Government to inform you in reply that my Government is pleased to accept this suggestion of your Government and accordingly regards the extension of time from April 22, 1916, to August 1, 1916, for the organization of the Commission as effective by this exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration.

VI KYUIN WELLINGTON KOO.

Honorable ROBERT LANSING,
Secretary of State.

第十四號
中美解紛先戰條約
民國三年

(The Secretary of State to the Chinese Minister.)

Department of State,
Washington, May 11, 1916.

No. 15.

Sir :

In connection with my note of this day's date suggesting an extension by an exchange of notes of the time within which the International Commission, provided for in the treaty of September 15, 1914, between the United States and China for the advancement of peace, may be completed, I have the honor to refer to the last paragraph of Article 2 of the Treaty providing that "the High Contracting Parties shall before designating the commissioners reach an understanding in regard to their compensation", and to suggest that the two Governments agree on a compensation of \$40 per day to each commissioner while the Commission sits.

Accept, Sir, the renewed assurances of my highest consideration.

ROBERT LANSING.

MR. VI KYUIN WELLINGTON KOO,
Chinese Minister.

(The Chinese Minister to the Secretary of State.)

Chinese Legation,
Washington, May 20, 1916.

No. 15.

Sir :

I have the honor to acknowledge the receipt of your note of the 11th. instant, in which you are good enough to suggest, with reference to the last paragraph of Article 2 of the Treaty of September 15, 1914, between China and the United States, for the advancement of peace, providing that "the High Contracting Parties shall before designating the commissioners reach an understanding in regard to their compensation," that the two Governments agree on a compensation of forty dollars (\$40.00) per day to each commissioner while the Commission sits.

I am authorized by my Government to inform you in reply that the suggestion of your Government, that the two Governments agree on a compensation of forty dollars (\$40.00) per day to each commissioner while the Commission sits, is entirely acceptable to my Government.

Accept, Sir, the renewed assurances of my highest consideration.

VI KYUIN WELLINGTON KOO.

Honorable ROBERT LANSING,
Secretary of State.

第十四號
中美解紛免戰條約
民國三年

(The Acting Secretary of State to the Chinese Minister.)

Department of State,
Washington, May 26, 1916.

No. 16.

第十四號

Sir :

中美解紛免職條約
民國三年

I have the honor to acknowledge the receipt of your note No. 15 of the 20th. instant, by which this Government is informed that your Government agrees to the suggestion made in the note dated May 11, 1916 from the Secretary of State to you, that the two Governments agree that each Commissioner on the Commission provided for in the Treaty of September 15, 1914, between the United States and China shall receive a compensation of \$40 per day while the Commission sits.

The acceptance of the suggestion by your Government is understood by this Government to complete the agreement.

Accept, Sir, the renewed assurances of my highest consideration.

FRANK L. POLK,
Acting Secretary of State.

MR. VI KYUIN WELLINGTON KOO,
Chinese Minister.

(The Chinese Minister to the Secretary of State.)

Chinese Legation,
Washington, May 20, 1916.

No. 16.

Sir :

I have the honor to inform you that in pursuance of Article 2 of the Treaty of September 15, 1914, between China and the United States, for the advancement of peace, providing for the appointment of an International Commission, of which "each Government shall designate two members, one of whom shall not be of its own nationality; the fifth member shall be designated by common consent and shall not belong to any of the nationalities already represented on the commission", my Government has designated Monsieur Henri de Coddé, Adviser to the Waichiao Pu (Chinese Foreign Office), whose nationality is Belgian, and myself to be members of the Commission on the part of China; and for the fifth member of the Commission, I am instructed by my Government to suggest the name of Herr Hammarskjöld, Minister of State (Premier) of Sweden, for the consideration of Your Government.

Accept, Sir, the renewed assurances of my highest consideration.

VI KYUIN WELLINGTON KOO.

Honorable ROBERT LANSING,
Secretary of State.

第十四號
中美解決紛爭戰條約
民國三年

(The Acting Secretary of State to the Chinese Minister.)

Department of State,
Washington, July 27, 1916.

Sir :

I have the honor to inform you that in pursuance of Article 2 of the Treaty of September 15, 1914 between the United States and China for the advancement of peace, the President has selected as national and non-national commissioners on the part of the United States, respectively, Mr. Cleveland Hoadley Dodge of New York City, a Trustee of the Carnegie Institution of Washington, D. C., and Mr. H. J. Horst, President of the Norwegian Group of the Interparliamentary Union and formerly President of the Norwegian Lagting.

It is my understanding that these selections complete the International Commission, the members on the part of China being yourself and Mr. Henri de Codt, Adviser to the Chinese Foreign Office, and the joint or fifth Commissioner being Mr. Hammarskjold, Premier of Sweden.

Accept, Sir, the renewed assurances of my highest consideration.

FRANK L. POLK,
Acting Secretary of State.

MR. VI KYUIN WELLINGTON KOO,
Chinese Minister.

(The Chinese Minister to the Acting Secretary of State.)

Chinese Legation,
Washington, July 31, 1916.

No. 19.

Sir :

I have the honor to acknowledge the receipt of your note of the 27th. instant, in which you are good enough to inform me that in pursuance of Article 2 of the Treaty of September 15, 1914 between China and the United States for the advancement of peace, the President of the United States has selected as national and non-national commissioners on the part of the United States, respectively, Mr. Cleveland Hoadley Dodge of New York City, a Trustee of the Carnegie Institution of Washington, D. C., and Mr. H. J. Horst, President of the Norwegian Group of the Inter-parliamentary Union and formerly President of the Norwegian Lagting.

I have the honor to inform you in reply that I have lost no time in communicating to my Government the completion of the International Commission, the members of which are the above named Commissioners on the part of the United States, and Mr. Henri de Codt, Adviser to the Chinese Foreign Office, and myself as Commissioners on the part of China, and Mr. Hammarskjold, Premier of Sweden, as the joint or fifth Commissioner.

Accept. Sir, the renewed assurances of my highest consideration.

VI KYUIN WELLINGTON KOO

Honorable FRANK L. POLK.
Acting Secretary of State.

第十四號
中美解紛免戰條約
民國三年

No. 15. SIX PER CENT. LOAN AGREEMENT BETWEEN CHINA
AND LEE, HIGGINSON AND COMPANY,
7th. APRIL, 1916.

This Agreement, made this 7th. day of April, 1916, between the Government of the Republic of China, represented by His Excellency Doctor V. K. Wellington Koo, Chinese Minister to the United States, acting in the name and on behalf of the Minister of Finance of the Republic of China by special authorization, and Lee, Higginson & Company, of Boston, Massachusetts, New York City, New York, and Chicago, Illinois.

Whereas the Chinese Government has heretofore appointed Messrs. Lee, Higginson & Company its fiscal agents in the United States of America; and

Whereas the Chinese Government now desires its said fiscal agents, Messrs. Lee, Higginson & Company, to offer for sale Five Million Dollars (\$5,000,000) principal amount of Six Per Cent. Three-Year Treasury Gold Notes, dated April 1, 1916, payable April 1, 1919, bearing interest at the rate of six per cent. (6%) per annum payable semi-annually on October 1st. and April 1st. in each year;

Now, therefore, the parties hereto do agree as follows:

FIRST.

The Chinese Government authorizes Lee, Higginson & Company to act as its fiscal agents for the purpose of offering for sale Five Million Dollars (\$5,000,000) principal amount Six Per Cent.

第十五號 中華民國六釐金幣庫券合同
本合同訂於一千九百十六年四月七日訂立者一為中華民國政府由中華民國駐美特命全權公使顧維鈞奉有特別全權為中華民國財政總長代表政府一為開設於美國美思曲省波士頓紐約省紐約及伊里諾省芝加哥之利益堅順公司
茲因中國政府已委任該公司為駐美財政經理並欲該公司經售六釐利息三年為期之金幣庫券本總額計美金五百萬元該庫券日期係從一千九百十六年四月一日起其還本之期為一千九百十九年四月一日年息六釐半年一付即每年以十月一日及四月一日為付息之期故訂定條款如下

第一款

中國政府委
任利益堅順
公司為財政
經理經售六
釐利息三年

Three-Year Treasury Gold Notes of the Republic of China. Said notes are to be the direct and binding obligations of the Republic of China, are to be signed in the name of the Chinese Government by His Excellency Doctor V. K. Wellington Koo, Minister of the Republic of China to the United States of America, at Washington, D. C., and shall also bear the official seal of the Chinese Legation at Washington, D. C., and are to be countersigned by Lee, Higginson & Company, its fiscal agents. The notes are to be dated April 1, 1916, and are to be payable April 1, 1919; they are to be in coupon form registerable as to principal only in the denomination of One Thousand Dollars (\$1,000) each and to bear interest at the rate of six per cent. (6%) per annum payable semi-annually on October 1st. and April 1st. in each year, and are to be paid principal and interest in gold coin of the United States of America of the present standard of weight and fineness at the office of Lee, Higginson & Company, New York City. Upon the request of Lee, Higginson & Company, the Chinese Government will issue coupon notes in denominations of One Hundred Dollars (\$100), or of Five Hundred Dollars (\$500), or of Five Thousand Dollars (\$5,000), or will issue registered notes without coupons in denominations of One Thousand Dollars (\$1,000) or any multiple thereof. If coupon notes of denominations other than One Thousand Dollars (\$1,000) or registered notes without coupons shall be issued, they shall be issued and may be interchangeable with any other notes of such issue under such scheme or plan as may be necessary or desirable to conform to the rules of any stock exchange.

爲期之中華民國金幣庫券五百萬元該庫券係中華民國之直接債務由中國駐美特命全權公使顧維鈞代表中國政府簽字並加蓋中國駐美使館印信再由該財政經理副署該庫券日期係從一千九百十六年四月一日起以一千九百十九年四月一日爲還本之期並增發息票但登記則僅以庫券所載本金爲限此項庫券每張計美金一千元年息六釐半年一付即每年以十月一日及四月一日爲付息之期所有該庫券到期應付本利均以美國現行重量成色之金幣在紐約利益堅順公司付給該公司如請發行每張美金一百元或五百元或五千元之息票庫券或請發行不增息票之每張美金一千元或一千元之無論若干倍數目之登記庫券中國政府允准照發但如發行每張非一千元之息票庫券或發行無息票之登記庫券須如何變通辦理使與兌換所規則相符而可彼此交換悉准照辦

The notes of this issue are to be subject to redemption at par and accrued interest upon October 1, 1917, and upon any interest day thereafter before maturity by operation of a sinking fund on thirty (30) days' published notice. On the first day of August, 1917, and on the first day of February, 1918, and on the first day of August, 1918, the Chinese Government will deposit with Lee, Higginson & Company the sum of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) or such lesser sum as shall equal one-quarter of the principal amount of the notes which have at any time been issued, for the purchase or redemption of said notes. Each such sinking fund instalment if reasonably practicable shall be applied by Lee, Higginson & Company within twenty (20) days after the receipt thereof to the purchase of notes at a price not exceeding par and accrued interest. In case the cost of any such notes so purchased shall, because of the inclusion in such cost of accrued interest, exceed the par value of the notes so purchased, Lee, Higginson & Company will pay the difference between par and the cost of said notes out of any monies on deposit with Lee, Higginson & Company, other than sinking fund monies, after notifying the Chinese Minister at Washington; if there are no monies on deposit other than sinking fund monies at the time or if the amount on deposit, other than sinking fund monies, is not sufficient to pay the said difference then Lee, Higginson & Company will advance and loan to the Chinese Government such amount as may be necessary to make up the deficit. Any monies so advanced by Lee, Higginson & Company shall be repaid with

中國政府可於一千九百十七年十月一日或於嗣後庫券期滿以前之無論何項付息日期用準備金將所發庫券以平價付利贖回但須於贖回六十日前刊布廣告中國政府爲收買或贖回所發庫券起見尤於一千九百十七年八月一日一千九百十八年二月一日及一千九百十八年八月一日在利益堅順公司存儲美金一百二十五萬元或適等於已發庫券金額四分之一之數每次所存之準備金如屬可辦應由該公司於收存後廿日內用以收買已售庫券其收買之價不得逾越平價與利息設因包括應付利息以致收買成本逾越平價其不敷之數該公司可於通告中國駐美公使後在準備金以外之中國政府存款項下支給但如屆時除準備金外中國政府在該公司並無其他存款或雖有準備金以外之存款而不敷補足此項逾越平價之數該公司允照所缺數目爲中國政府墊付隨後由中國政府償還年息六釐至此項業經收買之庫券應即停止利息並

interest at six per cent. (6%) per annum by the Chinese Government. All notes so purchased shall cease to bear interest and shall be immediately cancelled and delivered by Lee, Higginson & Company to the Chinese Legation at Washington.

In case prior to the twentieth day of August, or the twentieth day of February, after the receipt of any such sinking fund payment, Lee, Higginson & Company shall fail to purchase notes to an amount sufficient to exhaust the monies in the sinking fund, Lee, Higginson & Company within five (5) days thereafter shall draw by lot notes to be redeemed on the first day of October or the first day of April to such amount as shall be sufficient in par to exhaust the monies in the sinking fund available for such purpose. Lee, Higginson & Company shall give to the Chinese Minister at Washington at least two (2) days' notice of such drawing, stating the amount of notes purchased with the monies in the sinking fund and the amount of notes to be redeemed, unless such notice shall be waived by the Chinese Minister. Upon the completion of such drawing, Lee, Higginson & Company, at the expense of the Chinese Government, will publish notice of redemption of the notes so drawn at least once a week for three consecutive weeks in two daily newspapers of general circulation published in the City of New York, the first publication of such notice to be at least thirty (30) days prior to the date therein appointed for redemption. Such notice shall contain the numbers of the notes so drawn and the date appointed for their redemption, which shall be the date of the next interest payment, with an announcement that on and after that date, on

應由該公司立即塗銷繳還中國駐美使館
如利益堅順公司於收存準備金後不能於八月二十日以前或二月二十日以前將所存準備金儘數收買庫券該公司須於八月二十日後五日內或二月廿日後五日內將十月一日或四月一日所應贖回庫券抽籤以平價贖回總以用盡所存準備金爲度所有以收買及將贖回之庫券數目以及所存準備金數目除非中國駐美公使免其陳報該公司至遲須於抽籤前二日陳報中國駐美公使且當抽籤告竣時該公司須將抽定應贖之庫券在紐約通行兩種日報上刊登廣告至少每星期登一次連登三星期其刊登費由中國政府擔任又第一次之此項廣告至遲須在所定贖回日期三十日前刊登其中應載明抽定應贖庫券之號數以及所定贖回日期即下次付息日期並應宣布公衆自該日期起凡將抽定應贖之庫券連同所有本屆及嗣後贖券日期到

presentation and delivery at the office of Lee, Higginson & Company in the City of New York of said notes and all coupons pertaining thereto and maturing on said date of redemption and on subsequent dates, the notes so drawn will be paid at par and interest accrued to the date of redemption. Outstanding notes so drawn will cease to bear interest on and after the date appointed for redemption in said notice, notwithstanding anything stated to the contrary in said notes or coupons pertaining thereto. All notes redeemed by operation of the sinking fund shall be immediately cancelled by Lee, Higginson & Company and be delivered to the Chinese Legation at Washington. At the completion of any redemption, Lee, Higginson & Company will render an account to the Chinese Minister at Washington of the notes purchased and redeemed and the numbers thereof and the total cost of such purchase and redemption.

The Notes are to be substantially in the form hereto annexed, and the Chinese Government agrees to make provision for their payment, principal and interest, in accordance with their terms. These notes are to be used for industrial, municipal, educational and other similar purposes, as provided in the Government budget of 1916.

At least ten (10) days before any instalment of interest of said notes shall become due, the Chinese Government shall deposit with Lee, Higginson & Company, New York City, a sum sufficient to pay the same in full, including the interest upon any notes called for redemption, and shall pay to Lee, Higginson & Company the amount of any advances made by Lee, Higginson

期之各息票呈交紐約利益堅順公司即由該公司以平價贖回並算給利息至贖回之日為止若屆期而不呈交則自所定贖回日期即停止利息而各該庫券及息票內所載付息日期亦失效力至於每次業經贖回之庫券應由該公司立即塗銷送交中國駐美使館每屆贖券告竣後該公司並應將已收買及已贖回之庫券號數及收買贖回之各項費用開列清單送交中國駐美公使

庫券之格式須照本合同所附格式辦理中國政府允照所載條件備款還本付利此項庫券係充實業市政教育及其他性質相同事務之用皆經載明一千九百十六年中國政府之預算案內

中國政府至遲須於每次利息到期前十日在紐約利益堅順公司存儲款項以足付到期利息為限其抽定應贖庫券之利息一併在內並應將該公司墊款按照上載利率本利清還又在庫券期滿前十日內中國政府應

& Company with interest thereon as hereinbefore provided, and within ten (10) days before the date of the maturity of the notes the Republic of China shall deposit a sum sufficient to pay at such maturity the principal and interest of all of said notes then outstanding.

Until definitive engraved notes are ready, temporary notes may be issued, either printed or lithographed in denominations of One Thousand Dollars (\$1,000) or any multiple thereof, as Lee, Higginson & Company may desire. Such temporary notes will be of the same force and effect as the definitive engraved notes until exchanged for the latter. The Chinese Government will cause definitive engraved notes in form satisfactory to Lee, Higginson & Company, to be prepared promptly and to be delivered without charge or expense to Lee, Higginson & Company, to be by them exchanged for the outstanding temporary notes.

Provision may be made for listing such notes on the New York or Boston Stock Exchange if in the judgement of Lee, Higginson & Company such listing is desirable and is agreed to by the Chinese Government through its Minister at Washington.

SECOND.

If a public offering of any of the notes is made, the price for such offering shall be not less than Ninety-seven per cent. (97%) of the par value plus accrued interest, but Lee, Higginson & Company, as fiscal agents, from time to time may fix the price at which said notes may be privately offered for sale subject to the provisions of Paragraph Fourth. They may issue interim receipts to the purchasers of the notes.

限 在該公司存儲款項以於庫券到期日足付所有未經收回之庫券之本利為

在影印之正式庫券備就以前可先發行鉛印或石印之臨時庫券每張為美金一千元或為一千元之無論若干倍數由銀行酌定此項臨時庫券在更換正式庫券以前其效力與正式庫券相同中國政府允將格式經該公司合意之正式庫券趕速籌備交與該公司不取費用俾由該公司發換臨時庫券如利益堅順公司以為宜將所發庫券在紐約或波士頓之股票交換所出售一經中國政府同意可以規定辦法照辦

第十五號 中華民國六年釐金幣庫券合同 民國五年

第二款

如利益堅順公司將庫券出售公眾其售價不得少過九七利息另加但該公司既為財政經理可以隨時定價將該庫券私自售與願主但仍須遵守本合同第四節之規定其臨時收條准由該公司發給願主

All expenses in connection with the printing, engraving, and execution of said notes and interim receipts, and all expenses incidental to their preparation, shall be paid by the Chinese Government, which expenses shall not be reckoned in determining the net amount which the Chinese Government shall receive, but Lee, Higginson & Company shall bear all expenses in connection with the advertising and sale of said notes.

THIRD.

On behalf of the Chinese Government, the Chinese Minister will, as promptly as possible, but not necessarily prior to the offering of the notes for sale deliver to Lee, Higginson & Company a document to be signed by the Minister of Finance of the Chinese Government, stating that the issue of said Six per cent. Three-Year Treasury Gold Notes has been duly authorized and is in accordance with the constitution and laws of the Republic of China.

FOURTH.

The compensation of Lee, Higginson & Company for their services in this connection shall be a commission which shall equal the difference between the price at which the notes may be sold, exclusive of accrued interest, and ninety-three per cent. (93%) of the par value, but not exceeding four per cent. (4%) of the par value. The Chinese Government shall receive net not less than ninety-three per cent. (93%) of the par value of the notes sold with accrued interest, subject, however, to the provisions of Paragraph Second hereof. The proceeds of the notes shall be deposited with Lee, Higginson &

關於刻印庫券執行庫券發給臨時收條以及其他關於備製庫券之費用均由中國政府擔任在計算中國政府應收之淨數時將該項費用扣除但關於售券之廣告及其他各種費用應由利益堅順公司擔任

第三款

中國駐美公使應從速但不必在出售庫券以前將由中國財政總長簽字之公文一件交與利益堅順公司該公文應聲明發行此項六釐利息三年為期之金幣庫券係奉政府批准並與中華民國憲法國法相符

第四款

利益堅順公司經售此項庫券應得經手費一宗為酬報該經手費係等於利息外之售券價與券面虛價百分九十三相差之數但至多以券面虛價百分之四為限中國政府實收數目不得在所售庫券券面虛價百分之九十三以下但仍按照本合同第二節辦理再所

Company, and out of such proceeds there shall first be applied an amount sufficient to pay the principal and interest on the advance of One Million Dollars (\$1,000,000) made by Lee, Higginson & Company to the Chinese Government on April 3, 1916, and the remainder shall be credited to the account of the Chinese Government to be drawn upon from time to time by order of the Chinese Government signed by its Minister at Washington, until and unless otherwise instructed in writing by the Chinese Government. All monies remaining on deposit at any time with Lee, Higginson & Company will be allowed interest at such rate as is customarily allowed on deposits of similar character, which shall be agreed upon with the Chinese Minister at Washington and which, until modified, shall be at the rate of two per cent. (2%) per annum.

FIFTH.

Lee, Higginson & Company, for themselves, their associates and agents, agree to use their best efforts to accomplish the sale of said notes at the price and upon the conditions aforesaid, and agree to advise promptly from time to time the Chinese Minister at Washington, D. C., of the amounts of the proceeds of said notes, less commissions and expenses aforesaid, which have been placed from time to time to the credit of the Chinese Government.

SIXTH.

The offering of said notes shall be made on or before April 15, 1916, with the proviso that Lee, Higginson & Company, acting solely in the interests of the success of the loan, may, if market conditions with

有售券進款存在利益堅順公司除在該存款內將該公司一千九百十六年四月三日所墊美金一百萬元之本利首先扣還外其餘之款即由該公司收入中國政府用賬聽候隨時撥用若非中國政府另有訓令其領款支票由中國駐美公使簽字凡存於該公司之各種款項均應按照普通習慣給予利息其利率應與中國駐美公使商定以與同類存款之通行利率等在未經更改以前應定為每年二釐

第五款
利益堅順公司代表該公司與其同業及代理人允竭力照上文所言價格條件將庫券售罄並允將隨時撥歸中國政府用賬之售券進款數目除去經手費及費用外隨時從速報告中國駐美公使

第六款
利益堅順公司允將庫券於一千九百十六年四月十五日或四月十五日以前出售但純為售券順利

respect to these notes make it wise or necessary, postpone this offering to a date not exceeding seven days from April 15th. If Lee, Higginson & Company should deem it desirable to postpone the offering beyond such or any extended period, and the Chinese Government by its Minister at Washington shall not agree to such extension, then this agreement shall be null and void except as to any notes theretofore issued and sold.

Lee, Higginson & Company, if they so desire, may associate with themselves as principals in this undertaking, other banking firms, banks or trust companies, provided, however, that such banking firms, banks or trust companies shall be first approved by the Chinese Minister in Washington. Lee, Higginson & Company may employ such other banking firms, banks or trust companies as they may desire in order to assist the sale or disposition of the said notes. Independently of their fiscal agency, Lee, Higginson & Company shall have the right to purchase said notes on their own account, at a price which, subject to the terms of this agreement, shall not be less than Ninety-three per cent. (93%) of the face value of the notes and accrued interest.

All notices required to be given hereunder shall be in writing and shall be mailed either to Lee, Higginson & Company at No. 43 Exchange Place, New York City, or to the Chinese Legation at Washington, D. C., as the case may be.

SEVENTH.

This contract will bind and inure to the benefit of the partnership of Lee, Higginson & Company as now or hereafter organized, and also to any successor firm.

計如關於此項庫券之市面情形必須展緩出售可自四月十五日起展期惟不得逾七日若展緩期滿時該公司以為宜再展期而中國駐美公使代表中國政府不表同意則除已售庫券外本合同即行作廢倘該公司願將此項庫券與其他銀號銀行或企業公司聯合經理而能首經中國駐美公使認可可以照辦該公司並得僱用其他銀號銀行或企業公司幫助售銷庫券該公司無論其為財政經理並有權自買庫券但買價須照本合同所載條件使中國政府實收之數不得在券面虛價百分之九十三以下外加應找利息所有本合同規定之各項通告均應按照情形書寄紐約城交換所四十三號 No. 43, Exchange Place, 利益堅順公司或書寄華盛頓中國使館

第七款
本合同應
由現時或
隨後改組
之利益堅
順公司以
及該公司
之接辦人
一律遵守

In witness whereof, His Excellency, Doctor V. K. Wellington Koo, Chinese Minister at Washington, acting in the name of the Government of the Republic of China and on behalf of the Minister of Finance, under special authorization as above, has hereunto signed his name and caused the seal of the Chinese Legation at Washington, D. C., to be affixed, and said Lee, Higginson & Company by Frederic W. Allen, a partner, has hereunto signed its firm name this 7th. day of April, 1916.

(Signed.) V. K. Wellington Koo,
Chinese Minister.

(Signed.) Lee, Higginson & Co.

本合同由中國駐美特命全權公使顧維鈞
以特別全權爲中華民國財政總長代表中
國政府簽字加蓋中國駐美使館印信並由
利益堅順公司股東安倫爲該公司簽字以
昭信守

中華民國五年
西歷一千九百十六年

四月七日

中國駐美特命全權公使顧維鈞

利益堅順公司 Lee, Higginson & Co.

No.....

\$1,000.00

REPUBLIC OF CHINA.

Six Per Cent. Three-Year Treasury Gold Notes.

For value received the Government of the Republic of China promises to pay to bearer, or, in case this note is registered in the name of the holder, to the registered holder hereof, on the first day of April, 1919,

One Thousand Dollars (\$1,000)

in gold coin of the United States of America of the present standard of weight and fineness, and to pay interest thereon from the date hereof in like gold coin at the rate of six per cent. (6%) per annum payable semi-annually on the first day of April and the first day of October in each year until such principal sum shall be paid, but only upon presentation and surrender of the annexed interest coupons as they severally become due and payable.

Both the principal and interest of this note are payable at the office of Lee, Higginson & Company as now or hereafter constituted in the Borough of Manhattan, New York City, State of New York, United States of America, and shall be paid as well in time of war as in peace, without deduction for any taxes or impositions now or hereafter to be established or levied by or within the Republic of China against this note or the income arising herefrom or the holder hereof in respect thereto.

This note is one of an authorized issue of Six Per Cent. Three-Year Treasury Gold Notes of the Republic of China for the aggregate principal sum of Five Million Dollars (\$5,000,000), all issued or to be issued pursuant to an agreement between the Government of the Republic of China and Messrs. Lee, Higginson & Company, dated April 7th. 1916.

The Government of the Republic of China will provide a sinking fund for the retirement of the notes of this issue as prescribed in the agreement with Lee, Higginson & Company above mentioned. The notes of this issue are subject to redemption upon thirty (30) days' published notice on October 1, 1917, and on any semi-annual interest date thereafter before maturity at the principal amount thereof and accrued interest as provided in said agreement. Interest on the principal amount of notes drawn for redemption will cease on the date fixed for the redemption of such notes.

At least ten days before any instalment of interest of said notes shall become due, the Government of the Republic of China will deposit with said Lee Higginson & Company at New York City, New York, a sufficient sum to pay the same, and within ten days before the date of maturity of the notes, will deposit a sum sufficient to pay at such maturity the principal and interest of all of the notes then outstanding.

This note shall pass by delivery unless registered on the books of the Guaranty Trust Company of New York Registrar, such registration being noted hereon. After such registration no transfer hereof shall be valid unless made on said books by the registered owner in person or by his duly authorized attorney and similarly noted hereon ; but the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored, but this note may again from time to time be registered or transferred to bearer as before. Such registration shall not, however, affect the negotiability of the coupons, which shall continue to be transferable by delivery merely. This note shall not be valid until the same shall have been duly authenticated by counter-signature of Lee, Higginson & Company, as Fiscal Agents of the Government of the Republic of China, authorized for that purpose, and by endorsement of the Guaranty Trust Company of New York, as Registrar.

The Government of the Republic of China certifies and declares that this note has been issued in due and strict compliance with the constitution and laws of said Republic.

In Witness Whereof the Government of the Republic of China has caused this note to be signed by its duly authorized representative, the seal of its Legation at Washington, D. C., U. S. A. has been impressed hereon and this instrument counter-signed by the said Fiscal Agents this 1st. day of April, 1916.

The Government of the Republic of China

By.....

Envoy Extraordinary and Minister
Plenipotentiary to the United States
of America.

(Seal)

Countersigned by

.....
Fiscal Agents.

第十五號
中華民國六年
金幣庫券合同
民國五年

(COUPON)

\$30.

On the first day of....., 191..., unless the note below mentioned shall have been called for previous redemption, the Republic of China will pay to the bearer, at the office of Lee, Higginson & Company in the Borough of Manhattan, City of New York, United States of America, Thirty Dollars gold coin of the United States of America, being six months' interest then due on the Six Per Cent. Three-Year Treasury Gold Note, No....., dated April 1, 1916.

No..... (On back)

No.....

Republic of China

Six Per Cent. Three-Year Treasury Gold Note.

\$1,000.

Principal payable April 1, 1919.

Interest payable October 1, and April 1.

Principal and interest payable in the City of New York

at the office of

Lee, Higginson & Company

—Exempt from Chinese Taxes.—

.....

Registered for Authentication

Guaranty Trust Company of New York Registrar.

By.....

Registration.

Notice: No writing on this note except by an officer of the Guaranty Trust Company of New York, Registrar.

Date of Registry

In whose name

Registrar

Registered

第十五號
中華民國六釐金幣庫券合同
民國五年

No. 16. AGREEMENT FOR THE SOUTH GRAND CANAL OF SHANTUNG
PROVINCE 7% IMPROVEMENT GOLD LOAN,
19th. APRIL, 1916.

Whereas, the Government of Shantung Province with the approval of the Central Government of China is desirous of improving the South Grand Canal in Shantung Province and reclaiming certain land areas; and,

Whereas, this part of the Grand Canal is intimately related to the Grand Canal within the scope of the Huai River Conservancy scheme, since it forms the upper regions of the latter, and as the benefits which will accrue to the people from the work are exceedingly great, the American International Corporation has been asked to arrange a loan to carry out this work, and the following agreement has been entered into:

Hereinafter the Government of Shantung is called the "Government", and the American International Corporation the "Corporation."

ARTICLE I.

The Government authorizes the Corporation to issue a gold loan on the terms and conditions hereinafter set forth for an amount not exceeding Three Million Dollars (\$3,000,000.00) U. S. Currency. This Loan shall be called "the South Grand Canal of Shantung Province 7% Improvement Gold Loan."

The denomination, wording and design of the bonds shall be determined by the Corporation, and all expenses incurred in connection

第十六號 山東南運河七釐金幣借款合同
第十六號 山東南運河七釐金幣借款合同
茲以山東政府呈明中央政府改良境內黃河以南之運河洄復地畝復以該運河與導淮範圍之運河有上游密切之關係並以此項工程裨益民生至為重要故向美國資本團廣益公司借款施治訂立合同如左
以下山東政府簡稱政府美國廣益公司簡稱公司

第十六號 山東南運河七釐金幣借款合同 民國五年

第一條

此項借款即名南運河七釐金幣借款以政府之特准公司得發行金額債票如以下之規定
(一)美金幣數額以三百萬元為限
(二)票面金數及式樣文字均由公司酌定一切用費由公

therewith shall be borne by the Corporation; but the cost of engraving and printing the bonds shall be borne by the Government, which shall also furnish a fac-simile of its signature and seal to be engraved on the bonds. The Chinese Minister in Washington, shall, previous to the issue of the bonds, also furnish a fac-simile of his signature and official seal to be engraved on the bonds to signify the sanction of the Chinese Government to their issue and as a proof of the binding obligation of the Chinese Government.

The first issue of the bonds shall be for Two Million Five Hundred Thousand Dollars (\$2,500,000.00) U. S. Currency at ninety per cent. (90%), and shall be issued as soon as possible after the signing of this Agreement. In the event that the Government should desire to issue any part of the balance of the loan, the Corporation shall be given the option to purchase the same at the market rate at the time the issue is made. All expenses such as banker's commission, flotation charges, stamp charges, etc. shall be borne by the Corporation.

ARTICLE II.

The rate of interest for the loan shall be seven (7%) per cent. per annum on the aggregate amount of the bonds issued. After the signing of this Loan Agreement the Corporation will set aside the whole amount of the present issue and place it to the credit of the South Grand Canal Conservancy Account. Within six (6) months the Government shall pay the first interest coupon, and the amount of this interest shall also be placed to the credit of the South Grand Canal Conservancy Account.

司擔任惟刻印費由政府擔任准將政府簽定字樣及印信摹印于上並由中國駐華盛頓公使將其簽名印信摹印于上以爲中國政府認可並擔任發售此項債票之證據

(三) 第一次發行債票額美金二百五十萬元以票面金額百分之九十核算本合同簽定之後立即發行將來政府欲將債票餘數發行公司應有照當時市價購買此項債票之優先權一切關於發行債票銀行用費及印花稅等均仍由公司擔任

第二條

此項借款以年息七釐合算自合同簽字之日起公司應將此項發售債票之全數備齊撥存于政府南運河水利工程賬下政府應即六個月內交付第一次利息統存于南運河賬下以

All subsequent interest payments shall be made in semi-annual instalments according to the Amortization Table hereto annexed. Thereafter, all unused funds deposited in China shall bear interest at the rate of Four (4%) per cent. per annum, and the unused balance deposited in America shall bear interest at the rate of Two (2%) per cent. per annum. The amount deposited in China shall at all times be kept at such a figure as to be sufficient for six (6) months' use.

ARTICLE III.

The term of this loan shall be thirty (30) years. This loan shall be redeemed in twenty-five (25) equal annual instalments, dating from the fifth (5th.) year of issue, by drawings which shall be held in New York at the office of the Corporation in conformity with the Amortization Table annexed hereto. The serial numbers of bonds drawn shall be published in four (4) daily newspapers at the cost of the Corporation. Drawn bonds shall be paid in gold at their face value. Bonds presented for payment must be surrendered together with their proper coupons. Interest on drawn bonds ceases on the day of drawing.

If after five (5) years from the date of the loan, the Government should desire to redeem the whole or any portion of this loan not yet redeemed, it may do so by paying a premium of One and a Half (1½%) per cent. on the par value of the bonds not yet redeemed. But in each and every case of such extra redemption the Government shall give six (6) months previous notice in writing to the Corporation, and such extra redemption shall be effected by additional drawings of

後利息每半年由政府付息一
次凡南運河存于中國尙未支
用之款按週息四釐計算存于
美國之尾數週息二釐計算但
存於中國之款常遠應足敷六
個月之用

第十六號 山東南運河七釐金幣借款合同 民國五年
第三條
還款限期三十年還清另有還款預計表第五年起按本合同附表數目
均分二十五批按抽籤之法在紐約辦理抽出之債票由公司將其號碼
登報通知于執票之人按票面金數將息票收回此項利息核算至抽籤
之日爲止將來政府收入充盈或欲將借款提前加數歸還應于六個月
以前通知公司隨時照收但應照面額加百分之一釐五毫此項贖回之

the bonds to take place on the date of an ordinary drawing as provided for in the prospectus of the loan. The redeemed bonds and interest coupons will be received and cancelled by the Corporation when they shall be presented for payment.

票應亦由公司
載明招貼同時
抽籤公司收票
之後本利一經
付清即行註銷

ARTICLE IV.

This loan shall be secured by the lands which are to be reclaimed owned by the Government of Shantung Province, which said Government declares to be approximately Three Hundred Thousand Mow (300,000). The Government declares that this land is not mortgaged at the present time, and that it will not create a mortgage upon the lands during the term of this loan which will rank equal or prior to this loan.

This loan shall be further secured by all revenues of the Government derived or which may be derived from the Government lands affected by the proposed work, and also by additional revenues from the sale of, lease of, or taxation of all reclaimed and/or improved lands, as well as any special taxes which may be levied by the Government on lands benefited by this construction work.

It will further be secured by all taxes derived or to be derived from all other lands affected by this improvement which the Government estimates to be approximately Five Hundred Thousand (500,000) Mow.

It shall further be secured by all tolls and taxes now derived or to be derived from the use of the South Grand Canal in Shantung Province during the life of this loan.

第四條
此項借款之擔保品
(甲) 南運河所規定被災區域內擬即澗復之官地約計三十萬畝及此項官地因河工收效增加之收入及招租變價之收入
(乙) 南運河被災區域擬計澗復之民地因水利工程為政府增加之收入約計五十萬畝
附則規定區域之官地民地兩項政府聲明概數為八十萬畝另以實測之圖表為據

The Government hereby certifies that the estimated area of the above named districts amounts to Eight Hundred Thousand (800,000) mow, and the area is to be confirmed by a map made after an actual survey.

It shall further be secured by all machinery and tools purchased by loan funds.

In case the said revenues prove insufficient, the Government undertakes to make good the deficiency with other revenues provided for in the Budget of Shantung Province. If no money is available for the repayment on the due dates, then after a reasonable number of days of grace, the Corporation shall supervise the collection of the revenues pledged as security for this loan, and such supervision shall last until the outstanding amounts are all repaid.

The Director-General shall be intrusted with the duty of managing and improving the reclaimed lands and the Canal.

The Government agrees to set apart a portion of the surplus receipts turned over to the Government by the Conservancy Bureau for the maintenance of the Canal.

All receipts in connection with the securities mentioned in this Article shall be handled by the Conservancy Works Bureau, and shall be deposited in the bank designated by the Corporation and the Government to meet the payments due for interest and repayment of principal of the loan. Any surplus left over shall be placed at the disposal of the Government. The above mentioned receipts are to be included in the Government's Budget.

政府並聲明此項擔保品並未抵押他項借款且于本借款未清以前不得再將此項擔保品抵押他項債務與本借款享平等或占優先之權

(丙) 利用運河為政府收入之捐稅

(丁) 借款內購買之機械如右列各項收入不足還款數目時政府擔任于預算案內之他項收入之款補足惟其本利屆期無着除展緩公道時日外應以右列擔保品由公司監督收入至還清屆期本利為止

附則關於右列擔保品之農墾交通事項應由督辦設法整理改良所有收入均由工程總局經收列入山東政府預算存於政府及公司公認可之銀行以備付屆期本利此外如有盈餘應由政府自行撥用並將此項盈餘之一部分作為常年治河之用

ARTICLE V.

The proceeds of the loan are only to be utilized for the improvement of the South Grand Canal in Shantung Province, commencing at Pang Chia-kou and Lan Huang Pa in the North, and ending at Wei Shan Hu and Tai-erh-chuang in the South, and for such extensions as may be required, as well as for work in direct connection with the valley of the Wen and Ssu Rivers, the Po River and marshes and other tributaries of the main Canal, and for the improvement of the reclaimed lands.

The Government will furnish the Corporation as soon as possible after the signing of this Agreement maps showing the lands which will be reclaimed by the proposed work and which have been designated as security for this loan.

The work shall be completed within thirty (30) months from the signing of this Agreement unless delayed by some unforeseen occurrence.

ARTICLE VI.

Upon the commencement of this work the Government shall with the approval of the Chinese Government, appoint a Director General who shall establish a Head Works Bureau at Tsining Hsien. In this Bureau there shall be three (3) responsible departments, namely:—

(1) A General Affairs Department with an officer in charge appointed by the Director General. This Department shall take charge of all work in connection with miscellaneous affairs.

(2) An Engineering Department in charge of an American Chief

第五條

借款用途以關於南運河爲限北起龐家口攔黃壩南至微山湖台兒莊及關於運河應行延長之處又如直接之汶河泗河各流域坡河水區暨其他與運河本體有關係之支流及整理涸復田畝均在借款應行籌治之內此項工程自簽字之日起除異常事變不能進行外應限三十個月竣工
附則本合同簽字以後政府應將第四條所載各項擔保品之涸復地畝從速繪就圖說附於本合同之內以昭信實

第六條

開辦此項工程由政府呈明中國政府
任派督辦設立工程總局於濟甯縣總
局內應設二科同負責任一爲總務科
由總務主任經管關於工務一切事宜
一爲工程科由總工程師經管關於工

Engineer. This Department shall take charge of all work in connection with the Engineering operations.

(3) An Accounts' Department in charge of an American Chief Accountant. This Department shall have charge of all receipts and disbursements connected with the fulfilment of this Loan Agreement.

Whatever is done by these three (3) Departments must be submitted to the Director General for his approval.

All disbursements from the proceeds of the loan shall be made only after the approval of the Director General. The American Chief Accountant is to be appointed by the Director General at recommendation of the Corporation.

ARTICLE VII.

The Government shall ask the Corporation to recommend a well qualified person to be selected and appointed as Chief Engineer by the Director General.

The qualifications of this Chief Engineer shall be the following: Five years experience in the engineering work of a well known river, an engineer who enjoys the best professional reputation.

The Chief Engineer shall be instructed at once to make a plan for the improvement of the Canal and the draining of the lands as specified in Article V; which plan is to be approved by the Director General in consultation with the Contracting Engineer who shall submit a detailed scheme of procedure.

If the American Chief Engineer or the American Chief Accountant should prove untrustworthy, the Director General shall duly inform the Corporation and dispense with

程一切事宜一爲會計科由總會計員經管關
於本合同出入款項三科凡事均應秉承督辦
裁可施行

附則一切自債款項內交出之款項應由督辦
核定簽字支付政府並委託公司介紹一學術
經驗合格之員派充總會計員

第七條

此項工程應由督辦委託總工程師擬定第五條所載工程
計畫呈明督辦發交包工之工程公司擬具辦法由督辦裁
定此項總工程師須在著名重要河工有五年以上之經驗
於職業上負有最高上之名譽者爲合格政府委託公司介
紹合上列之資格之總工程師由督辦選定委任
附則凡督辦特派之代表或顧問工程師奉命勘察此項河
工工程均當給以準情合理之利便俾昭妥實前項總工程

their services, and the Corporation is to nominate their successors.

The salaries of the Chief Engineer and the Chief Accountant shall be arranged between the Director General and the Corporation.

Any Consulting Engineer or other representative of the Director General who shall be under his orders to inspect the progress of the work shall be afforded reasonable facilities for such inspection.

ARTICLE VIII.

The engineering work shall be executed by a Contracting Firm which shall receive a remuneration at a certain percentage of the total cost of the work. The Contracting Firm shall possess excellent professional reputation, have ample experience and have to its record the execution of a great construction work. The Corporation may recommend to the Director General for approval and appointment any contracting firm which they believe to be capable of doing this work speedily, durably and economically. The Contracting Firm shall actually supervise the work, and the procedure to be adopted in any work shall be submitted to the Director General for approval. The Contracting Firm shall receive a remuneration amounting to Ten (10%) per cent. of the total cost of the work, besides which the Contracting Firm shall not demand any other fee.

ARTICLE IX.

The Government will provide sufficient protection for the work and all properties of the Corporation as well as for Chinese and Foreigners employed thereon.

師總會計員如辦事有不安
靠之行爲一經查出應由督
辦通告公司將其撤換並由
公司另行介紹以憑選派總
工程師及總會計員之薪額
應由督辦與公司公同議定

第八條
此項工程以百分計利之包工承辦承辦包工之工程公
司應具有良好之名譽富於經驗且曾經包辦宏大之建
築公司對於其人確能深信於工程上能有迅速堅實節
省者爲合格由公司介紹於督辦以便選定此項承辦工
程之人應親自督工所具工程辦法應須督辦之裁可工
程公司應得包工費照工程所用之款百分之十計算此
外包工之工程公司不得要求他項費用

第九條
山東政府
對於一切
工程人員
及公司財
產應加意
保護

ARTICLE X.

The Corporation may, subject to all its obligations under this Agreement, transfer or delegate all or any part of its rights, powers and discretions thereunder to any American Corporation, Directors or Agents with power to further transfer and sub-delegate. Such transfer, sub-transfer, delegation or sub-delegation to be subject to the approval of the Government.

第十條
 公司得將本合同應有之權利全份或一份轉讓或托付於無論美國何公司或董事或代理人等並與以再行轉讓托付均須先由政府核准

ARTICLE XI.

In the purchase of materials preference shall be given to Chinese materials when price and quality are equal.

第十一條
 凡關於工程應用材料如質地價格相等應先儘中國所有者採購

ARTICLE XII.

In the event of any bond or bonds issued by this loan being lost, stolen or destroyed, the Corporation may notify the Chinese Minister at Washington, who shall authorize the Corporation to insert an advertisement in the public newspapers stating that the 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 and 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 Corporation the Chinese Minister at Washington shall execute a duplicate bond or bonds for a like amount and deliver the same to the Corporation representing the owner or owners of such lost, stolen or destroyed bond or bonds which Corporation 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.

第十二條
 此項借款發行之債票倘有遺失或被竊去或經毀壞公司可隨即知會中國駐美國華盛頓公使由該公使允准公司於通行報紙刊登告白聲明並按法律或習慣設法辦理倘所失之票已過公司所定期限仍未覓回則中國駐美國華盛頓公使應照原數補給至其一切費用概由公司代該票主擔任

第十六號 山東南運河七釐金幣借款合同 民國五年

ARTICLE XIII.

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.

The Corporation is hereby authorized to appoint an Agent to act as Trustee for the bondholders.

第十三條
關於此項債款之債票息票及關於債款一切出入款項於借款期限以內應請中國政府特准豁免中國各項釐稅及各種捐稅公司得委派代表人爲執票之代理人爲執票之代理人一切事宜

ARTICLE XIV.

This Agreement is executed in quadruplicate in Chinese and English; one set to be retained by the Government of Shantung Province; one by the Central Government; one by the United States Minister in Peking and one by the Corporation; and should any doubt arise as to the interpretation of this Agreement, the English text shall be accepted as the correct one.

第十四條
本合同簽字之後應繕寫華英文各四份一存政府一存中國政府一存美國使館一存公司如有參誤之處以英文作準

ARTICLE XV.

This Agreement shall take effect as soon as it has been approved by the President of the Chinese Republic, and it will be automatically cancelled as soon as the entire amount of the principal and interest of the loan is paid.

Signed at Tsinan-fu, Province of Shantung, this Nineteenth day of April, 1916.

Signed By: Tsai Ju-kai,
Representing the Shantung Government.

Signed By: Earnest T. Gregory,
Representing the American International Corporation.

(Signed) W. F. Carey.
Witness.

第十五條
此項合同應由政府簽字呈明中國大總統批准方生效力所借之款本息全數還清時即失效力
中華民國五年四月十九日
西歷一千九百十六年
山東巡按使蔡儒楷
美國廣益公司代表 Earnest T. Gregory
山東巡按使蔡儒楷

第十六號 山東南運河七釐金幣借款合同 民國五年

ANNEX TO THE SOUTH GRAND CANAL IN SHANTUNG
PROVINCE 7% IMPROVEMENT GOLD LOAN.

Regarding the security named in Article IV of this Agreement; since there are definite plans which forecast a good prospect for the revenues of the next year from the renting and sale of reclaimed land in the districts of Tung Ping, Tsining and Yutai, and from calamity stricken private owned lands, which are to be improved by the conservancy work, and from the additional taxes collected from the use of the South Grand Canal; and since, moreover, in Article IV the Government guarantees to make good any possible deficiency in the revenues with other revenues provided in the Budget, the Government's sincerity in the matter is amply demonstrated. In appreciation of the Corporation's kindly sentiments, and in order to further demonstrate the importance it attaches to its good credit, it is hereby stipulated that Three Hundred thousand Mexican Dollars (\$300,000.00 mx) will be set aside yearly from the Land Tax of the Shantung Government as a reserve fund for making good any possible deficiency in the loan service funds. The Shantung Government will duly petition the Central Government to the effect that in no year will the above specially reserved fund be drawn

重信用起見由政府呈明中央政府以每歲所收田賦附捐項下撥定三十萬元爲補足預備金
時在預算案內他項收入之款補足歸還足證政府之誠意茲爲對於公司好意而格外表示鄭
入及使用運河增收之稅捐且有計畫上之證明及其把握更有第四項政府擔任於收入不足
本合同第四條所載擔保品東平濟籌魚台涸復官地招租變價與被災民田因河工收效之收

附
件

第十六號 山東南運河七釐金籌借款合同 民國五年

upon before the payments due on account of this loan have been fully met.

Signed at Tsinan-fu, Province of Shantung, this Nineteenth day of April, 1916.

Signed by: Tsai Ju-kai,
Representing the Shantung Government.

Signed by: Earnest T. Gregory,
Representing the American International Corporation.

(Signed) W. F. Carey,
Witness.

此項預備金

每年借款本息未經清還以前並不動用

山東巡按使蔡儒楷
美國廣益公司代表

山東
巡按使
Earnest T. Gregory.

第十六號 山東南運河七釐金幣借款合同 民國五年

No. 17. AGREEMENT BETWEEN CHINA AND SIEMS AND CAREY FOR THE CONSTRUCTION OF CERTAIN LINES OF RAILWAY, 17th. May, 1916.

Peking, May 17th., 1916.

Messrs. Siems & Carey,

Peking, China.

Gentlemen :

We herewith acknowledge receipt of your letter bearing date of May 15th., 1916, by which, for the purpose of carrying out verbal agreements resulting from negotiations had between us respecting the building of steam railroads in the Republic of China, you have submitted your proposition for our acceptance.

We have given the matter full consideration and in behalf of the Republic of China we hereby accept the same and agree as follows :

I.

The Republic of China shall locate, build, and work steam railroads in China, the aggregate of which shall be fifteen hundred (1,500) miles in length. We specially pledge to build said lines between the following points and such intermediate points as may mutually be considered advisable, namely:—

- From Hengchowfu in the Province of Hunan
- To Nanning in the Province of Kwangsi.
- From Fengcheng in the Province of Shansi
- To Ninghsia in the Province of Kansuh.

裕中公司台鑒逕啟者接

第十七號 裕中公司承造鐵路合同

第十七號 裕中公司承造鐵路合同 民國五年

一 中國政府應規定長一千五百英里內之

鐵道由裕中公司承造其起止地點如下

貴公司五月十七日來函內開關於承造鐵路之各項條件查此項條件前經面議妥洽

由湖南省衡州府至廣西省南甯由山西

茲復加審核開列如左

省豐鎮至甘肅省甯夏由甘肅省甯夏至

From Ningshia in the Province of Kansuh
 To Lanchowfu in the Province of Kansuh.
 From Chungchow in the Province of Kwangtung
 To Lü Hwei in the Province of Kwangtung.
 From Hangchow in the Province of Chekiang
 To Wenchow in the Province of Chekiang.

杭州至浙江省温州

州至廣東省樂會由浙江省

甘肅省蘭州府由廣東省瓊

II.

If after examination it shall be mutually decided between us that any part of said railroad locations shall not be desirable, such undesirable parts may be abandoned; but in that event the Government of China will then locate and construct an equal amount of mileage of railroads upon other locations within said Republic. The locations of the additional lines to complete the total mileage above stipulated to be decided by mutual agreement between us.

百英里為度

線補入以符額定之一千五

取銷惟中國政府須指定他

理由由雙方協商同意亦得

二如右列路線有不能建築之

III.

The said Republic reserves the right at or before the time of the completion of the above mentioned 1500 miles of railroad, to choose one expert railroad civil engineer, in which event you shall choose one, and the two thus chosen shall choose a third, to be known as the "Board of Engineers", and said Board shall determine whether the work then being done, or theretofore done, is being or has been economically performed, and if the majority of said Board shall decide that the work has been and is being done in an economical manner

本合同一切建築工程費用較之

員公推一員組織工程會議調查

公司亦選派一員復由選定之二

府得自由選派專門工程師一員

三於前項鐵道將行完工時中國政

under this Agreement as compared with the cost of construction of other Chinese railroads, all things considered, then the said Republic obligates itself to construct an additional 1500 miles of railway within said Republic, to be located by the mutual consent of the parties hereto; and all and singular the provisions of this Agreement shall extend and apply to the said additional mileage of railroad in the same manner and to the same effect and purpose as though said additional mileage had been originally made a part of and included in this Agreement; with this sole exception,—that the interest rate and discount to be charged upon the bonds to be issued by the said Republic for the construction of said additional 1500 miles of railroad shall not be higher than the prevailing interest rate and discount for other Chinese railway bonds at that time.

If the said Republic shall build any extensions or branches of said first mentioned 1500 miles, the same shall be done under and pursuant to the provisions of this contract as though originally included herein, excepting that the mileage thereof shall be reckoned a part of the aforesaid additional 1500 miles and subject to the above exception respecting the interest rate and discount on bonds to be issued therefor.

IV.

For the purpose of providing the money with which to construct, equip, and operate said railroads the said Republic shall, and it hereby obligates itself to, issue gold bonds, in usual form, in the sum of One Million (\$1,000,000.00)

中國境內他項鐵道是否便宜會議結果如多數核定此項工程確較省儉則中國政府應准公司再造一千五百英里其起止地點屆時再由雙方規定一切手續均照本合同辦理即與列入本合同無異作為本合同之一部分惟債票息率折扣不得過當時中國鐵路債款通行市面使中國政府欲於本合同內規定之鐵道展長路線或建築枝路時得委託公司仍照本合同辦理並得歸入前項推廣一千五百英里之內作算債票息率折扣亦不得過當時通行市面

第十七號 裕中公可承造鐵路合同 民國五年

四籌辦此項鐵

路經費中國

政府應照通

行之例發行

金幣債票自

簽訂合同之日起每年一百萬元至前項規定鐵路造成爲度此項債款由公司照第五條之規定承辦亦不得推託如遇債票市價較優之時中國政府亦得於一年之內多發一百萬元如以特別事故由雙方商議妥洽得於額外發行債票惟總數不得逾一千萬元

關於本合同所發行之債票年息均以五釐計算每批發行債票之交款均照債票上註明之條件辦理每半年付息一次於發行後五十年內本利還清

債票式樣應由中國政府或中國駐美公使與承造人或其承續人於合同簽定後從速規定如日後票樣或因

Dollars per year in each and every year from the time that this contract shall take effect, as herein provided, until all of said railroads included in or contemplated by this contract shall have been fully completed, equipped and put into practical operation, and you shall obligate yourselves to sell said One Million (\$1,000,000.00) Dollars of bonds per year for and during said term pursuant to the provisions of Paragraph Five (5) of this contract. But if in any year of said period said Republic shall be satisfied with the market value of said bonds as fixed by the quotations of the New York Stock Exchange, for the time being, for Chinese railroad bonds, so that it shall appear to be to the advantage of said Republic to issue additional bonds and increase the activity in building said railroads, then and in any such case said Republic shall issue an additional One Million (\$1,000,000.00) Dollars of said bonds for that year, and by mutual consent of the parties hereto said Republic may issue an aggregate of not to exceed Ten Million (\$10,000,000.00) Dollars of said bonds in any one year of said period and in as many years during the life of this contract as may be mutually agreed upon.

All bonds issued in pursuance hereof shall bear interest at the rate of five (5) per centum per annum, payable semi-annually, and each issue of bonds shall be made payable by their terms fifty (50) years from and after the date thereof.

As to the form of the bonds it is to be agreed upon by the Chinese Government or by the Chinese Minister in Washington and yourselves or your assigns as soon as possible after the signature of this Agreement, but if hereafter the money markets in New York or

other countries require any modification of the form of the bonds, except in anything that affects the amount of the Loan and the liability of the Chinese Government which are not to be touched at all, such slight modifications may be made to meet the views of the money markets by you or your assigns in consultation with the Chinese Minister in Washington. Any modifications are to be reported at once by you or your assigns to the Chinese Government.

The bonds are to be engraved entirely in the English language and shall bear a facsimile of the signature of the Minister of Communications and of his seal of office in order to dispense with the necessity of signing them all in person; but the Chinese Minister in Washington shall, previous to the issue of any 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 authorized and binding upon the Chinese Government.

Such bonds are to be numbered consecutively and as many bonds as may be needed are to be properly engraved under the supervision of yourselves or your assigns, and after they are sealed by the Chinese Minister in Washington as heretofore provided are to be countersigned by you or your assigns.

If any of the bonds herein mentioned are lost or destroyed, a reissue of any thereof is to be made in the amounts respectively called for by such lost or destroyed bonds, but proper proof of the loss or destruction must be given in the usual form to you or your assigns and the Chinese Minister in Washington for examination and record, and the requisite guarantee is to be obtained by you or your assigns from the

紐約暨他國銀市之需要必須更改可由承造人或其承續人會商中國駐美公使酌改惟關於債額總數及中國政府負債之義務兩層不得稍有更動所有改易之處應由承造人或其承續人呈報中國政府

此項債票惟用英文印刻交通總長之簽字及交通部之印均摹刻於上以免逐張簽印之繁但中國駐美公使應於債票未發行之先逐張蓋印並將簽字摹印票上藉示此項債票係由中國政府允准担任

此項債票每張須編列貫串號數由承造人或其承續人監督印刻中國駐美公使蓋印後再由承造人或其承續人附加簽名

此項債票倘有遺失或經焚燬則其遺失或焚燬之債票須照數補發惟須有遺失或焚燬之正當證據照通用

respective claimants concerned who shall defray all expenses connected with such reissue of bonds lost or destroyed, and who under the said guarantee shall undertake to indemnify the Chinese Government and/or you and your assigns for any loss sustained by reason of the issue of bonds in the place of the bonds lost or destroyed.

No payment of the principal of any such issue of bonds shall be made until after the expiration of twenty-five (25) years from and after the date thereof, and the bonds shall so provide. But payment of principal shall commence on the first day of the Twenty-sixth (26th.) year from and after the date of issue and shall thence be made and shall continue to the full maturity thereof at the rate of four (4) per centum of the par value thereof per year, and in each and every year of said principal paying period the said Republic shall pay and retire, by lot in the usual manner, four (4) per centum of the face value of such issue, and the right to pay and retire in that manner shall be reserved and expressed upon the face of all bonds of each and every said issue, and the payment of the principal of each and every issue of said bonds shall be made in that manner.

It is the intention that the principal paying period of each issue of bonds shall not begin to run until the beginning of the twenty-sixth (26th.) year from and after the date thereof.

V.

The above bonds to be sold by you at the New York Stock Exchange market rate for Chinese railroad securities for the time being, from which you shall be allowed

格式交與承造人或其承續人及中國駐美公使以便察核存案承造人或其承續人並須得

索補債票人之必需之担保由索補債票人償還關於補發債票等一切費用並担保賠償中

國政府或承造人或其承續人所有因補發債票而受之損失

每次發行債票自發行後第二十六年起分期償本每年償還票面金額百分之四至還清爲

止一切手續均照普通抽籤法辦理並於票面註明

五前項債

券由公

司照紐

約證券

交易所

中國鐵

路股票

之市價

發行並

and deducted a banker's or broker's commission of five (5) per centum of the par value of bonds for selling, which shall represent all expenses in connection with the issue of the said bonds, such as underwriting, commission and brokerage, telegraph charges, advertising, postage, engraving and printing of prospectus and bonds, stamp and legal fees.

照票面金額扣取百分之五作為發售此項債票之用費如分給各行經紀費分售費分售經用電報告白郵票刊印招帖債票各費印花稅律師酬勞等及其餘一切用項均在其內

VI.

You shall have charge of and direct the work of locating, surveying, erecting water tanks and buildings of all kinds, constructing and equipping all railroads included in or contemplated by this contract, and also of buying the materials, rolling stock, machinery, tools, appliances, and equipment and furnishings therefor and installing the same. And you shall be paid for your services therefor a sum equal to five (5) per centum of the aggregate amount of all purchases made in behalf of said railroad, excepting purchases of land for any purpose, in each and every year from the time that this contract shall take effect, until the last of said bonds have been fully paid. The said railroads, and all construction, surveys, locations, equipment, materials, rolling stock, machinery, tools, appliances, installations, commissions, wages, salaries, and everything whatsoever aforesaid, shall be paid from the proceeds of the sales of all of said bonds and said proceeds shall not be used or applied to any other use or purpose nor shall any part or portion thereof; and it is expressly understood that the moneys derived from the sale of all of said bonds shall be deposited and kept in a responsible bank to be mutually designated and agreed upon by us in advance, and the same shall

本公司酬勞自合同實行之日起至債票還清之日為止

主任於代購機械材料用款項下提扣百分之五(惟購置地產不在此例)作為公司酬勞自合同實行之日起至債票還清之日為止

六一切關於工程之事由測勘路線建築軌道以至購買機械材料等均由公司

第十七號 裕中公司承造鐵路合同 民國五年

be drawn and paid out from said bank for the uses and purposes herein expressed, and for no other uses or purposes whatsoever.

In purchasing machinery and materials preference shall be given to those of American manufacture when price and quality are at least equal; but whenever it shall be possible to purchase suitable supplies and materials of Chinese manufacture, price and quality being at least equal, the same shall be given preference over those of American or other manufacture.

It is further agreed that the Ministry of Communications shall secure and purchase any and all lands required for rights of way and/or other purposes in connection with the terms of this Agreement; that such land purchased shall be paid for from the proceeds of the loan.

VII.

To secure payment of all of said bonds, issued or to be issued, said Republic shall at the time that the first issue of said bonds shall be made, execute and deliver to you a first Trust Mortgage upon said entire railroads, built or to be built, together with all rolling stock, equipment, real estate, machinery, buildings, tools, and all of the physical property connected with or appurtenant thereto on hand or to be added, in accordance with the forms of the American Law which are customary and usual in such cases to secure payment of said first issue of bonds and of all issues of bonds subsequently issued. The Trustee to be selected and chosen by mutual agreement of the parties.

Until said Trust Mortgage shall be executed in form, the provisions

借款收入儲存雙方指定之銀行

七中國政府應於第一次發行債票時與公司妥

機械材料品質價格相等時應儘美國所有購買惟若

此項材料爲中國之所產品質價格俱與他國所產相

立契約將本合同內開列之各項鐵路全數產

等則先儘華貨購買

凡關於本合同所需之地畝由交通部購置其款項由

業若路軌材料機械房產等作爲本借款之抵

借款內支出

押品由雙方推定公正人任信託之責於前項

of this Agreement in respect of the mortgage are to be construed and treated as of the same purport and effect as a mortgage customarily executed and delivered in the United States to a Trustee, for the purpose of securing loans to and bonds issued upon railway properties. It is further agreed that if the financial markets in the United States or elsewhere require the execution of another deed or deeds or mortgage or mortgages at any time for the better protection of the bonds, or require the appointment of another Trustee under the American Law, you shall discuss the same with the Minister of Communications, who will arrange the same as the exigencies of the case may require. The expense of the appointment of another Trustee in such case to be borne by you.

VIII.

The Executive Head of the railroads shall be a Chinese Director General appointed by the Government, who shall be assisted by a Chief Engineer, who shall have charge of the Engineering Department; a Traffic Manager, who shall have charge of the Traffic and Operating Departments; and an Auditor, who shall have charge of all matters usually pertaining to that office, and each shall be qualified by practical experience, shall be of approved ability and integrity, shall be chosen, recommended and vouched for by you, and appointed by the Director General if he shall approve of the character and qualifications of the person nominated; but if he shall not approve in any case, he shall call upon you for another recommendation for the office. In event the Director General shall

辦法一切費用由公司擔任

立擔保契約公司得隨時通知中國交通總長協議

擔保之效力如以後為增益市面信用起見應行重

擔保契約未經成立以前照美國律例本合同亦有

第十七號 裕中公司承造鐵路合同 民國五年

八中國政府應選派督辦一人為行政長官部下分

設三科一工程科由總工程師主任一業務科由

業務經理主任一綜核科由總稽核員主任三科

主任均以饒有經驗及品學俱優者由公司為之

保證介紹於督辦如督辦認可即分別委任如督

consider any head of a department above mentioned unfit to act, he shall upon consultation and mutual agreement with you cause his dismissal. It being understood that all of the above heads of departments shall at all times be men recommended by you. And if you shall subsequently discover that the standard of efficiency may be improved by substituting for any appointee another likewise recommended and vouched for, the incumbent shall be removed by the Director General and the other substituted as above provided.

On or before the twenty-fifth (25th.) day of each month you shall render a lump sum estimate to the Director General showing the funds required to meet the expenditures for the ensuing month, and upon the approval of the Director General, he shall notify the Auditor who shall prepare and turn over to you a check for said amount in your favor.

It is agreed that requisitions for equipment and material shall be submitted to the Director General for his information and approval.

It is agreed that all contracts contemplated to be let by you shall be approved by the Director General.

It is agreed that any check of Twenty-five Thousand (\$25,000.00) Dollars or more shall be countersigned by the Director General.

It is agreed that any and all emergency expenses which pertain to the work contemplated by this Agreement, shall receive the approval of the Director General.

It is further agreed that the rules of accounting shall be according to the rules prescribed by the Ministry of Communications.

辦否認此項薦員得通知公司重行介紹如督辦以爲前項主任有不稱職者得與公司商議將該主任辭退如公司一面於介紹之員任職以後復得他員經驗學識優於前所介紹者亦得呈請督辦更易
 公司須於每月二十五或二十五以前將下月所需費用之概算呈由督辦核准後即以支票交付公司
 定料單須呈督辦核閱並批准
 承造人轉包之合同須呈督辦核准
 凡二萬五千元以上之支票須由督辦簽字
 凡關於工程上所需之臨時特別費須呈督辦核准
 記帳辦法須照交通部規定則例辦理

IX.

The salaries of all officers shall be fixed by mutual agreement between you and the Minister of Communications of China.

九各員
薪金
多寡
由交
通部
長官
與公
司協
定

X.

Proper and correct books, showing all transactions of income and expenditures in detail and by items, shall always be kept, and both parties shall always have access to and inspection thereof.

十一
一切
收支
帳項
須詳
晰登
記兩
方面
均得
隨時
派人
查核

XI.

The time within which work shall commence under this contract, bonds issued and secured, and preliminary organization effected, shall be within six (6) months from and after the date of acceptance hereof unless prevented by extraordinary conditions.

十一
本合
同正
式
議決
之後
六個
月以
內應
發行
債票
及實
行組
織手
續惟
有特
別事
故時
不在
此例

XII.

The said Republic shall assist you in every way possible in obtaining and acquiring all necessary rights of way, railroad yards, station grounds, sidings, gravel and sand pits, rock quarries, and other necessary concessions.

十二
關於
購買
工程
用地
及
建築
等事
中國
政府
應盡
力襄
助保
護

XIII.

All plans and estimates of construction shall be submitted to the Minister of Communications in advance for his information and approval, and said Republic may employ an Inspector or Inspectors to inspect all work as it progresses. And when the said railroads shall have been completed, you shall give notice thereof to the Minister of Communications in order that he may send his Inspector, or Inspectors, to decide whether the work has been done according to specifications.

十三
一切
建築
計畫
及材
料估
算應
先呈
明交
通部
核准
然後
施行
中國
政府
得隨
時派
員查
視各
項工
程鐵
路造
成之
後應
由公
司通
知交
通部
派員
查驗
工程
是否
合格

第十七號 裕中公司承造鐵路合同 民國五年

XIV.

Your said proposal having been executed and submitted in both the Chinese and the English languages, each being a true and correct translation of the other and being executed in triplicate in each of said languages, this acceptance thereof shall likewise be executed in the Chinese and English languages, each being a true and correct translation of the other and in triplicate in each language. It is understood and agreed that in the event that difference or dispute shall at any time arise respecting the construction or meaning of either said proposal or this acceptance or any part of either, the English text shall prevail in determining such difference or dispute. One copy of the English and Chinese text of this Agreement shall be held by the Ministry of Communications; one copy of the English and Chinese text by the Ministry of Foreign Affairs and one copy of the English and Chinese text by Siems and Carey.

十四本合同繕寫華洋文各三份一份存交通部一份存
外交部一份交公司收執如有義疑之處以英文爲準

第十七號 裕中公司承造鐵路合同 民國五年

XV.

It is understood that your said proposal and this acceptance thereof, shall be construed together and as one instrument, and that all and singular the provisions hereof shall extend and apply not only to you, the signers of said proposition, but to your and each of your heirs, executors, administrators and assignees, who shall be of American nationality.

十五本合同所規定各
項權利義務兩方面
均有轉讓遞傳之權
各項條件繼續有效
惟公司繼續之人須
屬美籍

XVI.

The said proposal and this acceptance thereof are hereby made effective and binding upon the respective parties thereto, and the same shall be and continue in force from now henceforth according to the terms thereof.

十六右列各條
件彼此皆有
遵守之義務

XVII.

And it is further agreed that in the event that the parties hereto shall mutually decide that further details are required to more fully and truly express the true intents and purpose hereof, this Agreement shall be reformed to include the same.

In Witness Whereof, the Republic of China has caused this instrument to be signed and executed by its Minister of Communications acting by its authority and in its behalf, this 17th. day of the fifth (5th.) month of the fifth (5th.) year of the Republic of China; being the 17th. day of May, 1916.

The Republic of China,

By (Sld. & Sgd.) Tsao Ju-lin,
Its Minister of Communications.

The above proposition is accepted in full and in detail by the undersigned:—

Siems and Carey,
By (Sgd) W. F. Carey.
May 17th., 1916.

Witness:
(Signed) Roy. S. Anderson.

十七本合同成立以後如有應行加詳或申明之點可由雙方會商同意添入本合同內

本合同於中華民國五年五月十七日即西歷一千九百十六年五月十七日由交通總長代表中華民國政府簽字

中華民國政府代表交通總長曹汝霖



中華民國五年五月十七日

西歷一千九百十六年五月十七日

The above proposition is accepted in full and in detail by the undersigned:—

Siems and Carey,
By W. F. Carey.

Witness: May 17th, 1916.
(Signed) Roy. S. Anderson.

第十七號 裕中公司承造鐵路合同 民國五年

SUPPLEMENTARY
AGREEMENT, 17th. May, 1916.

This Supplementary Agreement is to be considered and construed to be a part of the proposition agreed to between the authorized representative of the Republic of China in the person of the Minister of Communications and Siems and Carey represented in the person of William Francis Carey, respecting the building of steam railroads in said Republic, bearing date on the day of the date hereof, as fully to all intents and purposes as though set forth at length therein, and is as follows:

It is mutually agreed that all interest charges to be paid during the construction of any specified line shall be paid for from the proceeds of the loan.

It is mutually agreed that there shall be paid no eight (8) per centum or five (5) per centum commissions upon the interest payments paid for out of the proceeds of the loan during the time of construction or at any other time.

It is mutually agreed that there shall be no commission charged upon the money expended for the purchase of land.

It is mutually agreed that inspection fees and incidental expenses connected with purchases which are not made upon the condition that such purchases shall be subject to inspection upon delivery in China shall be borne by Siems and Carey.

It is further agreed that in time of war in China, said railroads and all employees thereof shall be subject to the rules of martial law, and that said railroads shall receive half rates for the transportation of troops,

附
件

此附件作為關於承造鐵路交通總長代表中國政府與裕中公司代表本日所訂立合同之一部份即

與列入該合同無異其所載各條如左

一 建築時期內所有規定各路線動用之資本應付利息均由債款項下支付

二 建築時期內由債款項下支付之利息及無論何時支付之利息公司均不提扣

三 凡為購地所用之款項公司概不提扣

四 凡所購料件不在中國交貨者其所需驗料費及各種零星小費均歸公司擔認

munitions of war, and all commissaries for war purposes.

It is further agreed that the railroads shall transport Government troops at half rates during times of peace or war.

In Witness whereof, the Republic of China has caused this instrument to be signed and executed by its Minister of Communications acting by its authority and in its behalf, this 17th. day of the Fifth Month of the Fifth Year of the Republic of China, being the 17th. day of May, 1916.

Signed:
Republic of China,

By 曹汝霖 

Its Minister of Communications,
Siems and Carey,
By (Sgd.) W. F. Carey
Witness: (Sgd.) R. S. Anderson.

五中國遇有戰事時合同內規定之各路線所有全體職員均須遵守戒嚴命令且各該路線所運軍隊及一切軍需品概收半價

六無論在戰事時及平時中國政府所運軍隊概收半價

中華民國五年五月十七日

西歷一千九百十六年五月十七日

交通總長 署名蓋章

裕中公司 裕中公司代表卡利簽字

第十七號 裕中公司承造鐵路合同 民國五年

No. 18. PARCEL POST CONVENTION BETWEEN CHINA AND THE UNITED STATES OF AMERICA, 29th. May, 1916.

For the purpose of making better postal arrangements between China and the United States of America, the undersigned, Chow Wan Pang and H. Picard-Destelan, Director General and Associate Director General, respectively, of the Postal Administration of China, and Albert Sidney Burleson, Postmaster General of the United States of America, by virtue of authority vested in them, have agreed upon the following articles for the establishment of a Parcel Post system of exchanges between China and the United States.

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ARTICLE I.

The provisions of this Convention relate only to parcels of mail matter to be exchanged by the system herein provided for, and do not affect the arrangements now existing under the Universal Postal Union Convention, which will continue as heretofore; and all the agreements hereinafter contained apply exclusively to mails exchanged under these Articles.

ARTICLE II.

1. There shall be admitted to the mails exchanged under this Convention, articles of merchandise and mail matter—except letters, post cards, and written matter—of all kinds that are admitted under any conditions to the domestic mails

大中華民國
大美國

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因欲兩郵政方面之交際得以增進起見
爰各依所奉權限商訂左列各條以便兩
國互寄包裹有所遵循茲將各條列左

第一條

本章程所規定者僅指
按照本章程內所列辦
法互寄郵件之包裹而
言其於現行萬國郵政
公會章程之規定並不
相涉該項規定仍係照
常繼續辦理所有以下
商訂之各條祇於按照
各該條互寄之郵件適
用之

第二條

一除信函明信片及書寫之件外凡貨物及郵件為原寄國無論按何條件准於國內寄遞者

of the country of origin and of destination, except that no packet may exceed eleven pounds (or five kilograms) in weight, nor the following dimensions: Greatest length in any direction, three feet six inches; greatest length and girth combined, six feet; or, in the case of parcels for or from non-steam-served places in China, 25 cubic decimeters (1 cubic foot) in volume, and must be so wrapped or enclosed as to permit their contents to be easily examined by postmasters and customs officers; and except that the following articles are prohibited admission to the mails exchanged under this Convention:—

Articles which violate the internal laws and regulations of the country concerned, publications which violate the copyright laws of the country of destination; poisons, and explosive or inflammable substances; fatty substances, liquids, and those which easily liquefy; confections and pastes; live or dead animals, except dead insects and reptiles when thoroughly dried; fruits and vegetables which easily decompose, and substances which exhale a bad odor; lottery tickets, lottery advertisements, or lottery circulars; all obscene or immoral articles; articles which may in any way damage or destroy the mails, or injure the persons handling them.

2. All admissible articles of merchandise mailed in one country for the other, or received in one country from the other, shall be free from any detention or inspection whatever, except such as is required for collection of customs duties; and shall be forwarded by the most speedy means to their destination, being subject in their transmission to the laws and regulations of each country, respectively.

均得作為本章程互寄之郵件惟每包重不得逾英十一磅或五基羅長寬厚各不得逾英三尺六寸或按其長度及其橫周計之不得逾英六尺如係往來中國汽機未通之處其體積不得逾廿五立方筭西邁當（合英一立方尺）其封裝之法務使郵員關吏易於查驗內裝之物又本章程禁寄之各件即如違犯各本國國內法律及章程之各件違犯投遞國版權律之出版物含有毒性及易於蠱爆之各物油膩物品暨流質以及易於融化之物蜜餞食品及濕潤點心除乾透之已死羽蟲爬蟲外其他一切無分生死之動物易於潰爛之水菓菜蔬及蒸發惡氣之物彩票及關於彩票之告白或傳單各項淫邪或背於道德之物以及能以損毀郵件或傷害經手郵員之各物概不得為之寄遞

一 凡准寄遞之貨物由此國寄至彼國或由此國收自彼國者除因徵收關稅不計外概不得稽留查驗均應擇最捷之法寄往投遞處所惟各該包裹於寄遞間仍應按照各該本國法律及章程辦理

ARTICLE III.

1. A letter or communication of the nature of personal correspondence must not accompany, be written on, or enclosed with any parcel. If such be found, the letter will be placed in the mails if separable, and if the communication be inseparably attached, the whole package will be rejected. If, however, any such should inadvertently be forwarded, the country of destination will collect on the letter or letters double rates of postage according to the Universal Postal Union Convention.

2. No parcel may contain packages intended for delivery at an address other than that borne by the parcel itself. If such enclosed packages be detected they must be sent forward singly charged with new and distinct parcel post rates.

ARTICLE IV.

1. The following rates of postage shall in all cases be required to be fully prepaid with postage stamps of the country of origin, viz:—

2. In China, for a parcel not exceeding one pound in weight, thirty-five cents Chinese currency; and for each additional pound, or fraction of a pound, thirty-five cents Chinese currency.

3. In the United States, for a parcel not exceeding one pound in weight, twelve cents; and for each additional pound, or fraction of a pound, twelve cents.

4. The parcels shall be promptly delivered to addressees at the Post Offices of address in the country of destination, free of charge for postage; but the country of destination may, at its own option, levy and

第三條
 一 凡信函或傳佈之件具有個人書信之性質者均不得隨附包裹寄遞亦不得書於包裹之上或裝入包裹交寄如查有此等信件即將該信件歸入郵局總局或郵局分局將該信件全數拒絕不寄遞若不能與該包分開者即將此項信件予以寄遞無論該信件係屬何種或數項信件由投遞國依照萬國郵政公章章程收取加倍之郵資
 二 包裹內不准附裝小包交給異於本包所書姓名之人如經查有此項小包應將各該小包各自分寄逐件按包裹資例重新收取郵費

第四條
 一 左列各項資費無論如何均須以原寄國郵票預行付足
 二 在美國凡包裹重不逾一磅者收費美金一角二分續重之每磅或不及一磅之奇零亦均按美金一角二分收費
 三 在中國凡包裹重不逾一磅者收費華幣三角五分續重之每磅或不及一磅之奇零亦均按華幣三角五分收費
 四 包裹應於所寄投遞國之郵局從速投交收件人不再另納郵資但投遞國因經由腹地寄遞

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collect from the addressee for interior service and delivery a charge the amount of which is to be fixed according to its own regulations, but which shall in no case exceed fifteen cents Chinese currency in China or five cents in the United States for each parcel, whatever its weight; except that on parcels for or from non-steam-served places in China an additional Chinese domestic parcel postage shall be levied and collected by the Chinese Service.

ARTICLE V.

1. The sender will, at the time of mailing the package, receive a Certificate of Mailing from the Post Office where the package is mailed, on a form like Form 1 annexed hereto.

2. The sender of a package may have the same registered in accordance with the regulations of the country of origin.

3. An acknowledgment of the delivery of a registered parcel shall be returned to the sender when requested; but either country may require of the sender prepayment of a fee therefor not exceeding fifteen cents Chinese currency in China or five cents in the United States.

4. The addressees of registered parcels shall be advised of the arrival of the parcels addressed to them by a notice from the Post Office at destination.

ARTICLE VI.

1. The sender of each parcel shall make a Customs Declaration, pasted upon or attached to the package, upon a special form provided for the purpose (see Form 2 annexed hereto) giving a general

者得酌奪向收件人加收特費
其數應按各本國章程規定之
惟在美國每包不得逾美金五
分在中國除往來中國境內汽
機未通各處之包裹係由中國
郵政按國內包裹費之數加
收外每包不得逾華幣一角五
分

第五條
一 寄件人於交寄包裹之時即由交寄處之郵局以類於本章程後附第一號單式之單式發給收據
二 寄包人得將該包按照原寄國章程掛號
三 掛號包裹如經寄件人索有回執者應將該回執退交寄件人惟各本國得令寄件人預付回執費其數在美國不得逾美金五分在中國不得逾華幣一角五分
四 掛號包裹寄到時應由投遞局以招領單向收件人通知

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第六條
一 寄件人應將每件包裹之特備單式
後附見本章程
報稅式第一號
紙黏貼或連
附該包之
將該包之
內一切情形
裝確係何
式用之

description of the parcel, an accurate statement of its contents and value, date of mailing, and the sender's signature and place of residence, and place of address.

2. The parcels in question shall be subject in the country of destination to all Customs duties and all Customs regulations in force in that country for the protection of its Customs revenues; and the Customs duties properly chargeable thereon shall be collected on delivery, in accordance with the Customs regulations of the country of destination.

ARTICLE VII.

Each country shall retain to its own use the whole of the postages, registration and delivery fees it collects on said parcels; consequently, this Convention will give rise to no separate accounts between the two countries.

ARTICLE VIII.

1. The parcels shall be considered as a component part of the mails exchanged direct between China and the United States, to be despatched to destination by the country of origin at its cost and by such means as it provides; but must be forwarded, at the option of the despatching office, either in boxes prepared expressly for the purpose or in ordinary mail sacks, marked "Parcel Post," and securely sealed with wax, or otherwise, as may be mutually provided by regulations hereunder.

2. Each country shall promptly return empty to the despatching Office by next mail, all such bags destined to boxes.
age; but Although parcels admitted may, at this Convention will be

物價值確係若干以及交寄之日期逐一叙明此外應由寄件人簽名其上并將其住址及該包所寄之處所一併列入
二包裹應於投遞國徵收關稅并須履行投遞國因保障關稅行之稅關章程其應徵之關稅應於投遞時收納均按投遞國稅關章程辦理

第七條
中美兩國均將所收包裹郵資及掛號投遞等費之全數留作各本國之用是以本章程并不發生兩國間分立帳目之必要

第八條
一包裹應作中美兩國直接互換郵件內之一部由原寄國出資就其自備之方法運送惟須任發寄局選擇或係裝入特備之箱隻或係裝入尋常郵袋寄遞均須標有 Parcel Post (包裹郵寄) 字樣各該箱袋或用火漆妥為封誌或用他法封誌悉按後列互訂之章程辦理
二每國應將所有空箱袋於下次發郵件時從速退回發寄局
三本章程准寄之包裹雖係按照上列辦法於

transmitted as aforesaid between the exchange offices, they should be so carefully packed as to be safely transmitted in the open mails of either country, both in going to the exchange office in the country of origin and to the office of address in the country of destination.

4. Each despatch of a parcel post mail must be accompanied by a descriptive list, in duplicate, of all the parcels sent, showing distinctly the list number of each parcel, the name of the sender, the name of the addressee with address of destination, and the declared contents and value; and must be enclosed in one of the boxes or sacks of such despatch (see Form 3 annexed hereto).

ARTICLE IX.

Exchanges of mails under this Convention from any place in either country to any place in the other, shall be effected through the Post Offices of both countries already designated as Exchange Post Offices, or through such others as may be hereafter agreed upon, under such regulations relative to the details of the exchange as may be mutually determined to be essential to the security and expedition of the mails and the protection of the Customs revenues.

ARTICLE X.

1. As soon as the mail shall have reached the Office of destination, that Office shall check the contents of the mail.

2. In the event of the parcel bill not having been received, a substitute should be at once prepared.

各互換局間往來寄遞仍應悉心封裝以便歸入散寄郵件內無論於運往原寄國之互換局及於運往接收國之投遞局時均得安穩無虞
四 每次發寄包裹總包須附有所寄包裹之詳細清單正副各一分載明每包發列清單之號數寄件人姓名收件人姓名暨投遞處之住址以及所報之內容及價值此項清單須隨所發箱隻或口袋裝入其中之一箱或一袋寄往(參看本章程後附第三號之單式)

此國內無論何處與彼國內無論何處依據本章程互換郵件均須由兩國業經指定之互換局或將來議定之他局按照關於彼此認定視為於郵件安速及關稅保障必不可少之互換細節所訂之章程行之

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第九條

第十條

一包裏總包一經寄到投遞局應由該局立將內裝之件詳細查點
二包裏清單如未收到應即代為補備

3. Any errors in the entries on the parcel bill which may be discovered, should, after verification by a second officer, be corrected and noted for report to the despatching Office on a form "Verification Certificate," which should be sent in a special envelope. If a parcel advised on the bill be not received, after the non-receipt has been verified by a second officer, the entry on the bill should be cancelled and the fact reported at once. If a parcel be observed to be insufficiently prepaid, it must not be taxed with deficient postage, but the circumstance must be reported on the Verification Certificate form. Should a parcel be received in a damaged or imperfect condition, full particulars should be reported on the same form.

4. If no Verification Certificate or note of error be received, a parcel mail shall be considered as duly delivered, having been found on examination correct in all respects.

ARTICLE XI.

1. If a parcel cannot be delivered as addressed, or is refused, it must be returned without charge, directly to the despatching Office of Exchange, at the expiration of thirty days from its receipt at the Office of destination; and the country of origin may collect from the sender for the return of the parcel, a sum equal to the postage when first mailed.

2. When the contents of a parcel which cannot be delivered are liable to deterioration or corruption, they may be destroyed at once, if necessary, or if expedient, sold, without previous

三包裏清單上登列之各項如果查有錯誤應由其他一員檢驗後代爲更正一面將其錯誤列入 Verification Certificate (驗證執據) 以便通知發寄局此項驗證執據應裝入特備封筒內寄往倘清單上所登之包裹未經收到應於其他一員檢驗後將清單上所登該包之一行刪去並將其事立行通知倘包裹之資費查未預行付足概不得索取不足之數惟應將此等情形用驗證執據通知若包裹收到時業已損毀或形式有失完整者亦用該項執據將詳細情形通知
四倘未收有驗證執據或聲明錯誤之知照則包裹總包即作爲妥實交到業經查驗無誤

第十一條

一 凡包裹無法按所書姓名住址投遞或爲收件人拒絕不收者應於投遞局收到該包三十日後逕退發寄之互換局查收不再索費其原寄國因該包退回得向寄件人收取等於初次交寄所納郵費之數
二 凡遇包裹無法投遞其內裝之件如查易於腐壞得將其立行毀棄如係必要或視爲相宜者並得不預行知

notice or judicial formality, for the benefit of the right person; the particulars of each sale being noticed by one Post Office to the other.

3. An order for redirection or reforwarding must be accompanied by the amount due for postage necessary for the return of the article to the Office of origin, at the ordinary parcel rates.

照或經過何項法律
上之程序即行拍賣
將款歸給應得之人
其拍賣之各情形應
由此局通知彼局查
照
三凡請改寄或重寄包
裹者須按普通包裹
之資例隨附該包裹
退回原寄局應需之
郵資

ARTICLE XII.

The Post Office Department of either of the contracting countries will not be responsible for the loss or damage of any parcel, and no indemnity can consequently be claimed by the sender or addressee in either country.

第十二條
訂立本章程兩國
之郵政對於
包裹遺失損壞
均不擔負責任
是以兩國之寄
件人或收件人
概不得要求賠
償

ARTICLE XIII.

The Postal Administration of China, and the Postal Administration of the United States of America shall have authority to jointly make such further regulations of order and detail as may be found necessary to carry out the present Convention from time to time; and may, by agreement, prescribe conditions for the admission to the mails of any of the articles prohibited by Article II of this Convention.

第十三條
中國及美國得因隨時查
見關於施行本章程必須
之詳細手續公同另訂規
則並得彼此議定條件以
便將本章程第二條禁止
之無論何項如何准其作
爲郵件寄遞

ARTICLE XIV.

This Convention shall take effect and operations thereunder shall begin on the first day of August, 1916, and shall continue in force until terminated by mutual agreement; but may be annulled at the desire of either Department upon six months' previous notice given to the other.

第十四條
本章程自西歷一
千九百十六年八
月一日起作爲實
行有效須俟兩方
面公願停止效力
始可截止但兩郵
政中無論何郵政
欲行取銷本章程
者須於六個月以
前知照方得取銷

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Done in duplicate and signed at Peking, the twenty-ninth day of May, one thousand nine hundred and sixteen, and at Washington, the eleventh day of July, one thousand nine hundred and sixteen:—

H. PICARD-DESTELAN,
*Associate Director General of Posts
of China.*

[Seal.]

CHOW WAN PANG,
Director General of Posts of China,

ALBERT SIDNEY BURLESON,
*Postmaster General of the United
States of America.*

北京簽押

九百十六年五月二十九日在

一日在華盛頓簽押並於一千

西歷一千九百十六年七月十

本章程繕備正副各一分係於

No. 19. EXCHANGE OF NOTES CONCERNING THE ABRIGATION OF THE
SECOND SENTENCE OF ARTICLE XVIII OF THE TREATY OF
JUNE 18, 1858 ; 30th. JUNE, 1916.

(*The American Legation to the Waichiaopu.*)

June, 30th, 1916.

Excellency,

I have the honor to advise Your Excellency that in pursuance of an Act of the Congress of the United States approved March 4, 1915, entitled "An Act to Promote the Welfare of American Seamen in the Merchant Marine of the United States to Abolish Arrest and Imprisonment as a Penalty for Desertion and to Secure the Abrogation of Treaty Provisions in Relation thereto; and to Promote Safety at Sea", the Government of the United States has instructed me to give notice of its intention to abrogate the second sentence of Article XVIII of the Treaty of June 18, 1858 between the United States and China, reading as follows:

"The local authorities of the Chinese Government shall cause to be apprehended all mutineers or deserters from on board the vessels of the United States in China on being informed by the Consul, and will deliver them up to the Consulate or other officer for punishment."

My Government has furthermore authorized me to give effect to that intention by means of an exchange of notes with Your Excellency.

知照中國地方官即派役查拿送交領事等治罪等語本國政府並令本公使以
貴政府將一千八百五十八年六月十八日中美條約十八條第二款取銷該款
有云倘大合衆國民人在船上不安本分離船逃走至內地避匿者一經領事官
之各項辦法業經本國政府飭令本公使達知
除緝捕拘禁逃亡船役等處罰取銷關於此事之各約章條款並改良海中平穩
爲照會事上年三月四日美國國會議定法案係爲增進美國商船員役幸福事
收美使署照會 民國五年六月三十日

十九號 關於取銷一八五八年條約第十八條第二節之換文

第十九號 關於取銷一八五八年條約第十八條第二節之換文 民國五年

I have therefore the honor, to propose to Your Excellency that on and after the first day of July of the present year, the above cited second sentence of Article XVIII of the Treaty of June 18, 1858, shall be considered as abrogated by mutual consent of the High Contracting Parties, but that all other provisions of that Treaty shall remain in full force and effect.

Should this proposal be found acceptable to Your Excellency's Government, I have the honor to request that You so advise me by a Note which, together with the present communication shall constitute an exchange of notes giving effect to that proposal.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

For the American Minister :

(Signed).....

Secretary of Legation.

互換照會辦法辦理茲特由本公使聲明自本年七月一日以後所有前開之一千八百五十八年六月十八日條約第十八條第二款兩國議定取銷其餘該約所載各節均屬有效此項辦法如經貴政府允准希即來照聲明該照與本館今日去照即係辦結該項問題之互換照會即請貴兼署總長查照辦理可也須至照會者（附洋文）

(The Waichiaopi to the American Legation.)

第十九號 關於取銷一八五八年條約第十八條第二節之換文 民國五年

發美芮使照會五年六月三十日

爲照復事准本年六月二十日

貴公使照會以奉

貴國政府訓條擬將一千八百五十八年中美條約第十八款所載倫大合衆國人民在船上不安本分
離船逃走至內地避匿者一經領事官知照中國地方官即派役查拿送領事等官治罪一節認爲由
兩締約互相允許作廢但該約內所有其他條款應仍繼續有效並擬彼此以照會聲明自本年七月
一日起實行各等因本國政府甚表贊同應即於本年七月一日起實行相應照復即希查照須至照

會者

No. 20. MEMORANDUM OF AGREEMENT BETWEEN THE MINISTRY OF
FINANCE OF THE REPUBLIC OF CHINA AND THE INTERNATIONAL
BANKING CORPORATION FOR FINANCING PURCHASES OF
SILVER BULLION, 9th., AUGUST, 1916.

Whereas, the Ministry of Finance of the Republic of China has made arrangements with the American Smelting and Refining Company in New York for the purchase of silver bars for coinage purposes to the amount of some one million and a half ounces to two million ounces per month and desires the International Banking Corporation to finance the purchases of the said silver bullion, it is agreed between the said Ministry of Finance of the Republic of China (known hereafter as the Ministry) and the International Banking Corporation (known hereafter as the Bank) as follows:—

中華民國財政部與花旗銀行訂立鑄購銀條合同
第二十號
中華民國財政部因與紐約美國鑄鍊公司訂有購買銀條辦法供鑄幣之用每月約購銀條一百五十萬至二百萬翁斯之譜以此項銀價欲花旗銀行代為墊付茲特由中華民國財政部（以後簡稱部）與花旗銀行（以後簡稱銀行）雙方訂定合同條款如左

FIRST.

The shipments of the said silver bars shall be made from the port of San Francisco as nearly as practicable at intervals of two weeks, the silver to be delivered on shipboard by the American Smelting and Refining Company (known hereafter as the Refining Co.) with arrangements completed for the payment of freight and insurance to the port of Tientsin, China. Insurance is to include war risk and to cover the silver from the time it leaves the hands of the Refining Co. until it is placed in the vaults of the Mint in Tientsin.

第一條
此項訂購銀條應每兩星期一次由舊金山裝運來華美國鑄鍊公司（以後簡稱鑄鍊公司）應將銀條送至船上並將至中國天津之運費保險等費先行議妥其保險費應包括戰時危險及此項銀條自鑄鍊公司運出以後至收入天津造幣總廠銀庫以前所有種種危險

SECOND.

On delivery by the Refining Company to the Bank of the proper shipping papers, including invoice, freight and insurance charges, the Bank shall pay to the Refining Company in United States currency the full amount necessary to settle all such charges. Bills of lading are to be made out to the order of the International Banking Corporation.

THIRD.

The Ministry agrees for such advances to pay the Bank at its office in Shanghai in Shanghai taels, the Bank to fix the exchange at its T. T. selling rate on America, in each case on the day on which the Shanghai Branch of the Bank cables instructions to its San Francisco office to make the payment; and to inform the Ministry immediately of the rate at which its contract has been settled. At its option, the Ministry on ten (10) days notice to the Bank at Shanghai may pay all or any part of its obligation on any one shipment in gold at the Bank's Office in New York. And if this option be exercised, the purchase of exchange by the Chinese Government shall be set off at the Bank's buying rate in Shanghai on the date on which the Bank in Shanghai receives notice that payment will be made in New York, the rate so fixed by the Bank to be reported to the Ministry of Finance and any resulting difference in exchange to be paid at once in each to the Government or to the Bank as the case may be. In case the Government, when asking the Bank to arrange for any shipment, and before the Bank's selling rate for such shipment shall have been fixed in Shanghai, shall notify the Bank in Shanghai of

第二條
鑄鍊公司將裝運銀條各種憑證（發貨運費保險各單在內）交與銀行後銀行即將各款悉數以美金清付其提單運單須填明運交花旗銀行轉付字樣

第三條
第二十號 中華民國財政部與花旗銀行訂立整購銀條合同 民國五年
銀行墊付前條各款財政部允於上海以上海通用銀兩償還其兌換價由銀行按照該行上海分行電舊金山分號付款之日該行美國電匯賣出價格定之一面即將此項付款之兌換率報告財政部財政部亦可將任何次運華銀價之全部或一部由銀行之紐約分號以金圓清付但必須於十日前通告銀行上海分行如採用此項辦法中國政府所購之滙兌應照上海分行接紐約兌付通告之日上海買進之率合算該行應將此滙兌率報告財政部如有尾找無論部找銀行或銀行找付部皆一律以現金如正囑銀行辦理運銀之時銀行猶未將上海滙兌賣出之率核定政府通告上海分行欲在紐約以金圓

its desire to pay for such shipment in Gold in New York, the Bank shall then merely pay the money to the American Smelting and Refining Company in San Francisco (after receipt of the same in New York) against the shipping documents which shall be forwarded to the Bank in Tientsin for delivery to the Mint Master, the Bank receiving a commission of ($\frac{3}{8}\%$) one-eighth per cent. (and, as in all other cases, all actual out-of-pocket expenses) plus the exchange, if any, between San Francisco and New York.

FOURTH.

On said advances the Ministry agrees to pay interest at a per annum rate one per cent. higher than the published Bank of England discount rate on the day of the payment to the Refining Company in San Francisco, provided however, that the minimum rate to be paid to the Bank shall be six per cent. per annum. Interest is to be computed from the date of payment in San Francisco until date of repayment in Shanghai, and it is to be charged only on the actual amount remaining unpaid.

FIFTH.

The Ministry shall make payments to the Bank for its advances within four weeks of the arrival of the silver bars in Tientsin, payments to be made at such times and in such sums as the Ministry desires.

SIXTH.

On the arrival of the silver bars in Tientsin, they shall be transferred by the Tientsin Mint, at its own expense, under the direction of the Bank to a special vault in

償付所運銀價時銀行在紐約收到該款後祇須如數交與舊金山鑄鍊公司一俟公司將運裝單據交到時即將該單據寄由天津花旗銀行轉交造幣總廠監督銀行取經手費一百分之八分之一(以及銀行墊付款項不限於一種規定事件)紐約舊金山之間如有滙費再加此項滙費

第四條

銀行墊付之款部允付年息其息率應較銀行在舊金山付鑄鍊公司款項之日英倫銀行印行之貼現率常年加一百分之二計算但如銀行常年息率至六釐時則不在此例利息自舊金山付款日起至上海收款日止計算並祇照懸欠未結之款計算

第五條

財政部須於銀條到津四禮拜內償付銀行墊款在此期內付款之日期及數目由部酌定

第六條

銀條到津後應由天津造幣總廠依銀行之指揮運入廠中專庫收貯此項銀庫不收賃資其

the Mint, placed free of charge by the Mint at the disposition of the Bank, where they shall remain in the custody of the Bank, but at the risk of the Government, until released for coinage, at such intervals and in such quantities as shall be agreed upon between the representative of the Bank (in Tientsin) and the director of the Mint under conditions satisfactory to both parties, provided always that the amount delivered under this clause shall not exceed 300,000 ounces outstanding at any one time, the Mint to give a formal receipt for such amount in the Bank's name.

SEVENTH.

In order to maintain in the hands of the Bank at all times for the payment of its advances full security for such advances the Ministry agrees to deliver to the Bank Treasury Bills of the Ministry of Finance, payable in specie to bearer on demand, for an amount equal to ten (10) per cent. of the advance made, and in case the market value of silver falls, the Ministry agrees to maintain such margin of ten per cent. by delivery to the Bank of other Treasury Bills sufficient for the purpose.

EIGHTH.

For the special services rendered by the Bank in checking invoices on receipt of the silver bars in San Francisco and such further checking and supervision as may be necessary in case of transshipment at Shanghai or elsewhere and at the time of delivery at Tientsin and other incidental services, the Ministry agrees to pay to the Bank one-eighth per cent. ($\frac{1}{8}\%$) commission on the principal amount of its advances.

運費亦由廠擔任銀條入庫後至鑄幣之時為止名義上仍聽銀行處分由銀行保管然如有意外之事應由政府負責至提出鑄幣時每次提出與上次相距之時間及提出之數量須由天津花旗銀行代表與造幣總廠監督雙方商妥但按照本條提出之數量無論何時不得逾三十萬翁斯提出數量應由廠出正式收據交行收執

財政部允發給國庫證券等於墊款之百分之十二成交銀行收執以爲保證此項國庫證券言明隨時憑票支付現金如遇銀價跌落時財政部允補給國庫證券使足墊款百分之十之數

第八條
銀行於舊金山收銀條及在上海或其他處轉運時及天津交代時核對單貨監督一切及他種任務財政部允照墊款數目給與百分之八分之一以爲酬勞

第二十號

中華民國財政部與花旗銀行訂立鑄購銀條合同
民國五年

NINTH.

In case the Ministry at any time desires that a shipment of silver be delivered at its Mint in Hankow or that in Canton, the Bank will endeavor to make similar arrangements with the Ministry for such delivery, but the final destination of each lot shall be decided before shipment is made from San Francisco.

第九條
如財政部欲將所購銀條直接運往漢口或廣東分廠時銀行願設法將該項銀條運往該處與運至天津同一辦理惟運往地點須於銀條在舊金山起運之前先行指定

TENTH.

This agreement is of the nature of a continuing contract covering a series of purchases and shipments of silver bullion and may be suspended or terminated by either party on two weeks notice.

第十條
本條合同係連續性質無論購運銀條若干次數均若適用如當事人之一造於兩禮拜前通告彼等將此項合同廢止或作廢亦可照辦

ELEVENTH.

This agreement is executed in triplicate, one copy to be retained by the Ministry of Finance of the Republic of China, one by the United States Minister to China, and one by the International Banking Corporation,

第十一條
本條合同繕錄三分由中華民國財政部駐華美國公使花旗銀行各執一分存照一千九百十六年八月九日訂於北京

Peking, August 9, 1916.

Sgd. Chin-Tao Chen,
Minister of Finance.

財政總長 陳錦濤
證人 吳乃琛
花旗銀行代表
證人美國公使署書記官丁嘉立

Witnessed by: Nai-Tsung Woo,
Representative, International
Banking Corporation.

Sgd. Ernest T. Gregory,
Manager,
For the International Banking
Corporation.

Witnessed by: Raymond P. Tenney,
Assistant Chinese Secretary,
American Legation.

第二十號
中華民國財政部與花旗銀行訂立整縣銀條合同
民國五年

No. 21. SUPPLEMENTARY AGREEMENT BETWEEN CHINA AND SIEMS AND CAREY FOR THE CONSTRUCTION OF CERTAIN LINES OF RAILWAY, 29th. SEPTEMBER, 1916.

This Supplementary Agreement is made according to Article Seventeen (17) of the original Agreement, signed May 17th, 1916, between the Government of the Republic of China, represented by its Minister of Communications, and Siems and Carey, represented by Mr. William F. Carey, and it is hereby agreed as follows:—

FIRST.

Article One (1) of said agreement which provides that fifteen hundred (1500) miles of railway be constructed shall be amended so that wherever said mileage appears as fifteen hundred (1500) miles, it shall be eleven hundred (1100) miles.

SECOND.

In the second article of the supplement to said agreement addressed to the Minister of Communications of the Republic of China dated May 17th, 1916, and also in any other part of said agreement or its supplement where the percentum of the net profits derived from operation of said railways to be paid for handling bonds is fixed at twenty-five (25) percentum, the same shall be amended and reduced to twenty (20) percentum.

THIRD.

The first paragraph of Article Four (4) of the original agreement, shall be modified and reformed to read as follows:

中華民國政府代表交
通總長與裕中公司代
表卡利依據本年五月
十七日簽訂之鐵路合
同第十七條之規定雙
方會商同意後訂定附
件如左

一 合同第一款
規定修築鐵
路一千五百
英里應行修
改凡合同條
文內有一千
五百英里之
處均改爲一
千一百英里

二 一九一六年五月十七日
送呈中國交通總長之合
同附件第二條內及該合
同或其附件內其他各條
款凡有規定以該路營業
所得淨利百分之二十五
作爲經手價票之酬費者
均改爲百分之二十

三 合同
第四
款之
第一
段應
修改
如左

第二十一號 裕中公司增訂合同

第二十一號 裕中公司增訂合同 民國五年

"So soon as the Government of the Republic of China and Siems & Carey, or their assigns, shall have determined any line that shall be first constructed, estimates of the cost of constructing and equipping such line shall be agreed upon between them and the Government, and gold bonds of the amounts required by such estimates shall be issued. As soon as the authority to issue such bonds is given by the Government of the Republic of China, Siems & Carey, or their appointees or assigns, on behalf of and as agents for the Government of the Republic of China in this matter, shall issue such bonds as hereinafter provided, such issue to be either en bloc or in series as may be mutually agreed upon.

The same procedure shall be likewise followed as to the issuance of bonds to provide funds for the construction of all other lines which it shall be mutually determined to build. The Government of the Republic of China and Siems & Carey, or their appointees or assigns, as its agent, will at the time of the first issue and of every other issue, enter into such necessary further and supplementary stipulations and agreements regarding the character and issuance of such bonds and also the deposit and transfer of the loan proceeds as the exigencies of the financial situation may at the time require for the proper economical and successful flotation of the bonds.

Such bonds or other obligations hereinafter provided for shall be issued at such time, and in such amounts as will insure the continuous economical construction of the railways until the same are completed."

一俟中國政府與裕中公司或其委託人決定應先行修築某路其建築及設備費用即由雙方預為估計並按照預算用款數目發售金款債票其發售之權經中國政府准許後即由裕中公司或其委派人或代理人按照後文之規定代中國政府發售債票作為此事之經理人此項債票或全部發售或分批陸續由雙方規定凡因雙方議定修築其他各路所需發售之債票其發售之手續一律照此辦理其第一批債票及其他各次債票發售時中國政府與裕中公司或與其委派人或轉託代理人以中國政府經理人名義得因必要之情形更行續訂條件或合同以便規定此項債票之性情及發售之手續其因臨時經濟狀況為發行債票合算起見對於此項借款有存放轉撥等事亦得續訂條件規定之

此項債票或本合同後文所稱之他種債票發售之時期及數目須按照撙節用款修築鐵路以訖工竣為止不致中途停工所需之款數酌定之

FOURTH.

To the Article numbered Five (5) of the original agreement shall be added the following amendments:

"The bonds provided for in Article numbered Four (4) hereof shall be issued by Siems & Carey, or their appointees or assigns, for and in behalf of, and as agent for the Government of the Republic of China at a price to be fixed by said agent upon consultation with the duly authorized representative of the Republic of China, and said Siems & Carey shall use their best efforts to have said bonds sold for the highest possible price.

When the construction and equipment of a line of railroad has been determined upon, and the estimates covering such construction and equipment have been agreed to as hereinbefore provided, said agent in consultation with the duly authorized representative of the Government of the Republic of China, shall decide what is the most favorable moment for the issue of the bonds, and the duly authorized representative of the Government of the Republic of China shall give the necessary instructions to the Chinese Minister in Washington. If at such time so determined the issue of such bonds on the terms named herein or agreed upon would be impossible, then in such case the Government of the Republic of China and said agent shall agree upon a mutually satisfactory plan of temporary financing through the issue of Chinese Government 5-year Treasury bills at the rate of interest and discount to be agreed upon. Such notes shall be repaid from the proceeds of the sale of bonds to be issued, when the conditions for the sale of Chinese long-term obligations shall have

四合同第五款內應加修改如左

第四款規定之債票應由裕中公司或其委派人或轉托代理人代中國政府發售作為中華民國政府之經理人其發售之價目由該經理人與中國政府正式委派之代表妥為訂定裕中公司應竭力將該債票高價出售

凡一路之建築及其設備品業經決定辦理所有按照本合同前文規定建築及設備費之預算數目亦經雙方議定則該發售債票經理人應與中國政府正式委派之代表商訂發售債票最合宜之時期如有應咨中國駐美公使辦理之事並由中國政府代表按照咨行如在所訂之期限內不能按照本合同所規定或雙方議定之條件發行債票則中國政府與該經理人應議定雙方滿意之辦法發行中國政府五年債券以資暫時墊辦此項公債票之利息及折扣另行議訂一俟情形完全良好可以發售中國

sufficiently improved, such long-term obligations to be issued under an agreement to be negotiated at the time.

If, however, subsequent to an agreement having been reached, it issue bonds hereunder before the publication of the prospectus for such issue, or of any series thereof, any political or financial crisis should arise affecting the money markets or the prices of Chinese Government securities so as to render impossible, in the opinion of the agent, the successful issue of the bonds at the time agreed upon, then the said agent upon consultation with the Chinese Government respecting the period of time, shall be granted a reasonable extension for the performance of its contract. If within the time limit to be arranged, the issue of Chinese bonds on the conditions hereinbefore set forth should be impossible, then the Government of the Republic of China and its said agent, shall agree on a mutually satisfactory plan for temporary financing to provide as far as possible for the uninterrupted continuance of construction."

FIFTH.

After the first paragraph of Article numbered Eight (8) of the original agreement the following paragraph shall be inserted:

"Of the three (3) officers, the Engineer-in-Chief shall be appointed immediately, the Auditor as soon as required, and the Traffic Manager when required for operation.

Their terms of office shall be during the life of the loans. With regard to the employment of all other officers, the number of them, the scale of their salaries, and the method of appointment, the Director

長期債票時再由發售此項債票之款內償贖上項債券該項長期債券發行再由雙方議定另立合同

如合同訂立後發行債票尚未發布緣起書設因政治上或財政上之變動致金融市面或中國政府之抵押品價值受其影響經理人認為不能在訂定之時期實行發售債票則經理人得商明政府展緩履行合同之公道時期在議定之期限以內不能照本合同前文所訂之條件發售債票則中國政府與該經理人可商訂雙方滿意之暫時墊款辦法總以力求路工不致停頓為主

五合同第八款第一段之後應增添左列一段

三科主任總工程司一員由政府即行委派總稽核一員俟必須時再行委派業務主任一員俟通車必須時再行委派三科主任之任期至債款還清之日為止其餘任用各項職員規定

General or Managing Director shall in consultation and mutual agreement with said three Heads of Department respectively decide upon a plan. Which plan shall be followed.

The Director General or Managing Director shall reserve the right to employ his own office staff."

SIXTH.

The Government of the Republic of China undertakes during the life of the bonds to be issued hereunder to treat the railways contemplated under this agreement in the same spirit of fairness in which all other Chinese Government Railways are treated.

SEVENTH.

All bonds and coupons and all payments made and received in connection with the service of any and all bonds issued hereunder, shall be exempt from all Chinese taxes and imposts of whatsoever nature during the life of said bonds or of any of them.

EIGHTH.

All of the uniform laws, by-laws, rules, and regulations applicable to all Government Railways in China promulgated by the Ministry of Communications, shall be observed by the railways built under this agreement.

NINTH.

The rights and duties of the Government of the Republic of China and of Siems & Carey, their appointees or assigns, shall be effective upon the day on which the agreement and all supplementary agreements are contracted and until complete redemption of all bonds.

薪費及其額數以及
委派程序由督辦或
局長先與主任商訂
一合憲辦法以後彼
此依據辦理惟督辦
或局長部分內所須
人員有自由任用之
權

六政府對於此合
同發生之各鐵
路於該路債票
未還清以前應
照待遇其他國
有鐵路之法以
公道主旨待遇
之

七所有此借款之
債票息票以及
付利還本等事
在借款期內不
納中國各項釐
稅

八交通部所發
布之各國有
鐵路一切法
令規章本合
同內各鐵路
應一律遵守

九本合同及附件
內所發生中國
政府及裕中公
司應有之權利
義務自本合同
及其附件成立
之日起至所發
售之債票悉數
償清為止為有
效期間


第二十一號 裕中公司增訂合同 民國五年

TENTH.

After any line of railway has been agreed upon the survey thereof will be immediately made. All necessary expenses thereof will be paid out of the advancement already made. If after the survey is completed neither the bonds can be issued hereunder, nor funds for temporary financing according to this Supplemental Agreement are available within one (1) year, the contract may be cancelled. In that event said advancement shall be repaid with interest stipulated, unpaid up to that time, by the Government of the Republic of China, before cancellation thereof.

Signed and Sealed at Peking by the Contracting Parties this twenty-ninth day of the ninth month of the fifth year of the Republic of China, being the twenty-ninth day of September, 1916, Western Calendar.

The Government of the Republic of China,

By (Sld. & Sgd.) 許世英 

Its Minister of Communications.

Siems and Carey,
By (Sd.) William F. Carey,
One of the Partners.

Witness :
R. S. Anderson (Sgd).

十業經指定某路線雙方同意後即着手測勘一切必須費用由已交墊款內開支如測勘完竣一年以內既不能發行債票又不能按照本附件籌備款項即可廢約其已墊之款及其利息由政府於廢約之前償還
中華民國五年九月二十九日
西歷一千九百十六年九月二十九日

雙方在北京簽字

交通總長 許世英



(Signed) William F. Carey,

Witness : (Signed) Roy S. Anderson

第二十一號 裕中公司增訂合同 民國五年

CORRESPONDENCE

American International
Corporation,
Peking, China.
21st. June, 1916.

The Honourable
Mr. Tsao Ju Lin,
Minister of Communications,
Peking, China.

Sir :

I have the honour to inform you of the receipt last evening of a telegram from the American International Corporation, New York, advising that the Corporation, on the 10th. of this month, placed Gold Dollars Five hundred Thousand (G\$500,000) to the credit of the Chinese Government with the National City Bank of New York, said advance to bear interest at Seven per cent. (7%) per annum and to be repaid from the first issue of railway projects bonds: that the funds are to be held in New York City and/or in China, subject to the joint order of the Minister of Communications and W. F. Carey; that transfers of said funds are to be made through the International Banking Corporation at the expense of the Chinese Government; that transferred funds are to be held in China with the International Banking Corporation and will bear Four per cent. (4%) interest, and that the National City Bank, New York, will allow Two per cent. (2%) interest upon the credit balance in their hands.

總長賜鑒敬啟者昨晚接紐約裕中公司來電內開本行於本月十九日存放紐約城國民銀行美金五十萬元收入中國政府帳上該墊款應給年息七釐准由鐵路債票第一批發行項下歸還該款或存紐約或存中國均可提取時須經交通部及卡利君雙方簽字並由花旗銀行滙兌其滙費歸中國付給款項滙至中國須存放於花旗銀行給四釐利息紐約城國民銀行照所剩餘之數給

株欽裕中公司美金五十萬元墊款來函譯文

第二十一號 裕中公司增訂合同 民國五年

The telegram further instructs me to secure from the Chinese Government its usual receipt for the above mentioned sum.

I shall be obliged, therefore, if you will furnish the receipt requested at your earliest convenience.

I have the honour to remain,
Sir,

Your obedient servant,
(Sd.) E. J. Gregory,
Representative of the American
International Corporation.

I. G. N. Gatrele
for E. J. Gregory.

一 整利息等因該電又囑鄙人向中國政府領取收
到該款之證據如蒙將收據早日
賜下則感激無既矣肅此祇頌

鈞安

葛漢章代裕中公司代表葛來格立簽字

西一九一六年六月二十一日

第二十一號 裕中公司增訂合同 民國五年

株欵美金五十萬元墊款交通部復裕中公司函

逕啟者准本年六月二十一日

函開五十萬美金已收入中國政府帳上存放於紐約國民銀行該款係照交通部代表中國政府與裕中公司於本年五月十七日訂定合同建造鐵路之墊款該墊款應給年息七釐准由鐵路債票第一批發行項下歸還該款或存紐約或存中國均可提用時須經交通部及卡利君雙方簽字匯兌須由花旗銀行其匯費由中國政府付給匯到中國後之款項須存放於花旗銀行給四釐息紐約城國民銀行所存剩餘之數給二釐利息等因本總長代表中國政府收到墊款美金五十萬元此函即作為收到墊款美金五十萬元之收據惟查合同第六條載明該款收入儲存雙方指定之銀行自應照合同辦理至此項墊款在雙方未指定銀行以前暫行存放花旗銀行可也合併聲明此致

裕中公司

交通部啟

印

六月二十七日

Siems Carey Railway and Canal Co.
4, Tsung Pu Hutung,
Peking, October 22nd, 1917.

H. E. Tsao Ju-Lin,
Minister of Communications,
Peking.

Your Excellency:—

I beg to advise that I am in receipt of a cable from the American International Corporation, New York, authorizing me to negotiate for them simultaneously with Ministers both of Communications and Finance, a loan of U. S. G. \$500,000., of which the following is a text:—

The American International Corporation hereby makes a further advance to the Government of the Republic of China of Five Hundred Thousand United States Gold Dollars, (500,000 U.S.G.), for use in investigating and locating lines of railway under the railway contract between the Government of the Republic of China and Messrs. Siems and Carey, and the Government of the Republic of China hereby obligates itself to repay absolutely this advance, receipt of which is hereby acknowledged, and all other advances heretofore made and to pay seven per centum (7%) interest per annum semi-annually thereon from date of deposit in the National City Bank of New York until date of repayment, all in United States Gold in New York.

Interest accruing upon advances heretofore and now made shall be paid as it accrues, likewise all commissions accrued and accruing upon expenditures of such advances, as provided in and in accordance

株欽裕中公司美金五十萬元續墊款來函譯文
敬啟者茲經美國廣益公司電囑嘉利代為向交通財政兩部磋商美金五十萬元之借款其正文如左
裕中公司茲續行墊給中國政府美金五十萬元以資中國政府按照前與裕中公司訂立之鐵路合同查勘並
定準路線之用此項墊款中國政府茲已承認收到即連同前此所有各墊款一概負償還之責並自墊款交存
紐約國民銀行之日起至償還之日止認付年息七釐每半年一付均須在紐約以美金付給所有以前各墊款
及此次之墊款其利息到期均須照付並須按照合同將關於前後墊款支出之佣金其積欠者全行照付其到
期者即行付給由此次存入紐約國民銀行之墊款項下由該行照提付給所有前後墊款及其累欠之利息應
自此次最末一批墊款交款之日起算至一年即為到期屆時通知即須照付茲經中國政府同意一俟屆時通

第二十一號 裕中公司增訂合同 民國五年

with the railway contract, said payment to be made by the National City Bank of New York from the proceeds of the present advance held by that bank.

All said advance with accrued interest thereon shall after one year from the date of this last advance become due and payable on demand and the Government of the Republic of China hereby agrees that upon such demand made it will immediately make payment in full of all such sums so due and demanded, unless the same have been sooner paid from the proceeds of other financing, as it is hereby agreed that they shall be paid, immediately when temporary financing or a bond issue is made under said railway contract.

All advances are subject to all provisions governing the original advance and all provisions of the railway contract not inconsistent herewith. All practices connected with deposits, receipts, transfers and disbursements and all other procedure now in effect shall control the handling of this advance.

I have the honor to remain, Sir,
Your obedient servant,
(Sd.) W. F. Carey.

知請付時須立即將應付之款照數付清除非未經到期即先由別項籌墊之款提還今次之墊款因現經雙方同意按照前所訂之合同將來如有臨時籌款交到或發售合同規定之債票則所有此次墊款及前次墊款並累積利息即行還清也至前次墊款原有各條件以及雙方所訂鐵路合同內之各條件並不與今次墊款抵觸者均對於今次墊款有效又凡現行之存款收欸匯欸支欸各手續今次之墊款亦適用之以上各節即祈查照此致

交通總長曹

嘉利押 一九一七年十月二十二日

Ministry of Communications,
November 16, 1917.

Letter No. 2234
Siems-Carey Railway & Canal Co.,
Peking.

Sirs:

In reference to your letter of October 22nd. relative to the supplementary advance of Five Hundred Thousand Gold Dollars (G\$500,000.), we have the honor to inform you that this Ministry hereby accepts all the terms stated in that letter and sends you this letter as a receipt for this advance of Five Hundred Thousand Gold Dollars (G\$500,000.).

The terms and conditions of this advance have been communicated by this Ministry to the Ministry of Finance for record.

Respectfully yours,
Ministry of Communications.
(Seal of the Ministry).

株欽美金五十萬元續墊款交通部復裕中公司函
逕啟者准十月二十二日來函關於續墊欽美金五十萬元所開各
項條件茲經本部承認即以此函作為收到此項墊欽美金五十萬
之收據至此次墊款各節本部已函知財政部備案即請
貴公司查照可也此致
裕中公司

交通部啟 十一月十六日

第二十一號 裕中公司增訂合同 民國五年

American International Corporation,
New York.
Peking, China.
February 26, 1920.

His Excellency,
Tseng Yu-tsun,
Minister of Communications,
Peking.

Your Excellency :—

I beg to advise that I am in receipt of a cablegram from the American International Corporation, New York, authorizing me to negotiate for them, simultaneously with Ministers both of Communications and Finance, a loan of United States Gold Currency One hundred and fifty thousand dollars (U.S.G. \$150,000.), of which the following is the text :

The American International Corporation hereby makes a further advance to the Government of the Republic of China of One hundred and fifty thousand United States Gold Dollars (U.S.G. \$150,000.) for use in investigating and locating lines of railway under the Railway Contract between the Government of the Republic of China and Messrs. Siems and Carey and the Government of the Republic of China hereby obligates itself to repay absolutely this advance, receipt of which is hereby acknowledged, and all other advances heretofore made and to pay seven per centum (7%) interest per annum semi-annually thereon from date of deposit in the National City Bank of New York until date of payment, all in United States Gold Currency in New York.

Interest accruing upon advances heretofore and now made shall be paid as it accrues, likewise all com-

株欽裕中公司美金十五萬元續墊款來函譯文

第二十一號 裕中公司增訂合同 民國五年

敬啟者茲接紐約裕中公司來電囑代向交通總長財政總長磋商訂一項借款計美金十五萬元條款如下
美國裕中公司茲續墊給中華民國政府美金十五萬元以資測定按照中華民國政府與裕中公司所訂鐵路
合同擬築之鐵路之用中華民國政府既經收到此項墊款即負有照數歸還之義務前此所墊他項之款亦應
歸還至墊款利息照年利七釐計算自墊款存至紐約國民銀行之日起至償付之日止每半年付息一次並全
用紐約通用之美金付給所有以前及此次墊款上之利息以及墊款之佣金並一切費用均按照鐵路合同付
給即由紐約國民銀行內所存此次墊款項下提付該行所有以前各墊款及此次墊款並其利息應由此次墊

missions accrued and accruing upon expenditures of such advances, as provided in and in accordance with the Railway Contract said payment to be made by the National City Bank of New York from the proceeds of the present advance held by that Bank.

All said advances with accrued interest thereon shall after one year from the date of this last advance become due and payable on demand and the Government of the Republic of China hereby agrees that upon such demand made it will immediately make payment in full of all such sums so due and demanded, unless the same have been sooner paid from the proceeds of other financing, as it is hereby agreed that they shall be paid immediately when temporary financing or a bond issue is made under said Railway Contract.

All advances are subject to all provisions governing the original advance and all provisions of the Railway Contract not inconsistent herewith. All practices connected with deposits, receipts, transfers and disbursements and all other procedure now in effect shall control the handling of this advance.

I have the honor to remain,
Your Excellency,
Your obedient servant,
(Sd.) D. J. Torrance.

欸之日起算足一年即爲到期屆時請求付還即須照付中華民國政府茲特允承一俟
請求付還立即將請求付還所欠之欸全數付清除非已由別項墊欸內付還因茲已訂
明如另有臨時墊欸或按照鐵路合同發售債票則隨時立即償付也所有墊欸均適用
最初墊欸所訂條件及鐵路合同內不與此次所訂條件相牴觸之條件所有現已適用
之存款收欸撥欸開支及其他一切手續均於此次墊欸適用以上各節即請

查照此上

交通總長

陶倫詩押 一九二〇年二月二十六日

第二十一號 裕中公司增訂合同 民國五年

株欽美金十五萬元續墊款交通部復裕中公司函

逕啟者准北京花旗銀行函開接紐約敝行電稱請轉告交通總長敝行已於今日收到美國裕中資本公司美金十五萬元登入中國政府鐵路建築墊款帳上聽候交通總長及陶來士君或伊文斯君共同簽字撥用該款準於四月七日起按照每日存款結數算給二釐利息等語函請查照等因到部相應函覆即請以此函作為收到此項墊款美金十五萬之收據為荷此致

裕中公司

交通部啟

印

四月二十三日

No. 22. AGREEMENT BETWEEN CHINA AND CONTINENTAL AND COMMERCIAL
TRUST AND SAVINGS BANK FOR A LOAN OF U. S. GOLD
\$5,000,000, 16th. NOVEMBER, 1916.

第二十二號 托辣斯銀行美金五百萬元借款合同譯文

本合同於一千九百十六年十一月十六日在美國京城華盛頓城訂立其訂立者一方面為中華民國財政總長由中國駐美公使顧維鈞代表（此下簡稱為中國政府）一方面為美國伊利諾省芝加哥高城大陸商業儲蓄托辣斯銀行（此下簡稱為托辣斯銀行）

茲因中國政府欲借美金五百萬元並擬此後在美國續借美金二千五百萬元並欲托辣斯銀行承辦此項五百萬元借款而托辣斯銀行願按此下所開條款為中國政府承辦此項五百萬元借款此項美金之重量及成色均按現時制度為準爰同意訂立條款如下

This Agreement made in the City of Washington, District of Columbia, United States of America, this 16th. day of November 1916 by and between the Government of the Republic of China (hereinafter called the "Chinese Government"), the first party hereto, represented by his Excellency, Doctor V. K. Wellington Koo, Envoy Extraordinary and Minister Plenipotentiary of the Republic of China to the United States of America, acting in the name and on behalf of the Minister of Finance of the Republic of China by special authorization, and Continental and Commercial Trust and Savings Bank, of Chicago, Illinois, United States of America (hereinafter called "Trust Bank"), the second party hereto, Witnesseth:

Whereas, the Chinese Government desires to borrow the sum of Five Million Dollars (\$5,000,000.00) in gold coin of the United States of America of the present standard of weight and fineness, and may hereafter determine to borrow in the United States of America an additional sum or sums aggregating Twenty Five Million Dollars (\$25,000,000) in like gold coin, and desires the Trust Bank to procure the loan to the Chinese Government of said Five Million Dollars (\$5,000,000), and the Trust Bank is willing to agree to procure for the Chinese Government said loan to it of said Five Million Dollars (\$5,000,000) all upon the terms and conditions hereinafter set forth,

Now, Therefore, it is hereby Agreed as follows:

ARTICLE FIRST.

The Chinese Government agrees to borrow and the Trust Bank agrees to procure for the Chinese Government said sum of Five Million Dollars (\$5,000,000) as hereinafter provided. The Chinese Government hereby declares that said loan is needed by the Chinese Government for industrial purposes including the internal development of China, the strengthening of the reserves of the Bank of China and the Bank of Communications (both of which are official Banks) and other similar purposes.

ARTICLE SECOND.

Said Five Million Dollars (\$5,000,000) loan and the Treasury Notes hereinafter provided for are hereby constituted a direct liability and obligation of the Chinese Government which hereby pledges its good faith and credit for the full and punctual payment of the total principal of and interest on said loan and for the full and punctual payment of all of said Treasury Notes in accordance with their terms, and for the performance of all of the undertakings on the part of the Chinese Government herein agreed to be performed.

(a) Said Five Million Dollars (\$5,000,000) loan shall be evidenced by the Treasury Notes of the Chinese Government which Treasury Notes shall be designated and known as "Republic of China Six per cent. Three-Year Secured Gold Loan Treasury Notes of 1916," and shall be signed in the name of the Chinese Government by his Excellency Doctor V. K. Wellington Koo, Envoy Extra-

第一款
中國政府願按此下所規定以借款托辣斯銀行亦願按此下所規定為中國政府承辦此項五百萬元借款中國政府茲聲明本借款係備辦理實業之用如整興中國國內事業充足中國銀行及交通銀行(此一銀行均係官家銀行)準備金以及籌辦其他相類之事業

第二款
此項五百萬元借款及國庫券係中國政府直接擔任之債務應照條款所規定按期將本借款及利息全部如數清還並將此項國庫券款按期付清以及所有應行擔任各節中國政府概應履踐以昭信義
(甲)本借款五百萬元以中國政府國庫券為證定名為一千九百十六年中華民國擔保三年六釐金幣借款國庫券由中國政府之代表駐美公使顧維鈞簽字並蓋駐美京中國公使印

ordinary and Minister Plenipotentiary of the Republic of China to the United States of America, and shall bear the official seal of the Chinese Legation at Washington, D. C., and shall be authenticated by the Trust Bank. Said Treasury Notes shall be dated November 1, 1916, and shall be payable November 1, 1919. They shall be paid by the Chinese Government, both principal and interest, in gold coin of the United States of America of the present standard of weight and fineness. They shall be in coupon form and be registerable as to principal only. They shall be in the denomination of One Thousand Dollars (\$1,000) each and shall bear interest at the rate of six per cent. (6%) per annum from and after their date, payable semi-annually on May 1st. and November 1st. in each year, which interest shall be evidenced by coupons attached to said Treasury Notes. Said Treasury Notes and the coupons thereto attached shall be payable at the office of the Trust Bank in Chicago, Illinois, and shall be substantially in the form hereto attached.

At the request of the Trust Bank the Chinese Government will issue registered notes without coupons in the denomination of One Thousand Dollars (\$1,000) or any multiple thereof. If registered notes without coupons shall be issued, they shall be interchangeable with any other notes of said issue under such plan as may be necessary or desirable to conform to the rules of any stock exchange.

The whole or any part of said Treasury Notes outstanding at the time, shall before their maturity be subject at the option of the Chinese Government to redemption upon any interest date at par, plus accrued interest and plus one per cent. (1%)

更經托辣斯銀行鑑定此項國庫券之日期爲一九一六年十一月一日其付款日期爲一九一九年十一月一日此項國庫券之款其本息應由中國政府付以美金其重量及成色以現時之制度爲準此項國庫券應有息票惟對於註冊手續僅以美金計算每張計美金一千元自發行日後按長年六釐起息每年五月一日及十一月一日兩期付息以附於國庫券之息票爲證此項國庫券及其息票在伊立諾省芝加哥托辣斯銀行付款惟取款時國庫券及息票須相連如故由托辣斯銀行之請求中政府可發已註冊而不付息票之千元庫券或數倍於千元之庫券惟此項無息票庫券將來仍可按照各證券交易所之通例交換此次同時發行之別樣庫券所有該時未付之庫券全數或其一部分於未到期以前每屆付息之期中政府按照券面價值并加應付利

premium if redeemed on or before November 1, 1917, and one-half per cent. ($\frac{1}{2}\%$) premium if redeemed any time thereafter. At least thirty (30) days' prior notice of the exercise of such option to redeem, stating the amount of said Treasury Notes elected to be redeemed, shall be given to the Trust Bank by the Chinese Minister located at Washington, D. C. A notice of the exercise of such option to redeem shall be published by the Trust Bank at least once a week for four (4) successive weeks in a newspaper published in the English language in said City of Chicago and in a newspaper published in the same language in the City of New York, State of New York, United States of America.

If the Chinese Government elects to redeem less than the whole of said Treasury Notes outstanding at the time, those to be so redeemed shall be determined by the Trust Bank by lot and in that event said published notice shall state the numbers of the Treasury Notes so drawn for redemption. In case of the election by the Chinese Government to redeem the whole or any part of said Treasury Notes, the Chinese Government will before the date of the first publication of said notice of redemption, deposit with the Trust Bank the funds necessary to effect such redemption.

The Trust Bank shall promptly after such redemption send a written report to the Chinese Minister at Washington, D. C., stating the numbers of the Treasury Notes drawn and the numbers of the Treasury Notes redeemed. Treasury Notes so drawn for redemption will cease to bear interest on and after the date appointed for their redemption, to be stated in the aforesaid

息有隨時收還之權於一九一七年十一月一日以前收贖則應加百分之一之紅利此後隨時收贖祇須加付千分之五之紅利可矣惟執行此項期前收贖之權至少三十日以前必須經由駐美公使函告托辣斯銀行聲明收回庫券之數目此項通告并經托辣斯銀行登報至少於美國紐約及芝加哥之一種英文報中每星期登一次連登四星期倘中政府一時僅欲收回庫券之一部份由托辣斯銀行抽籤決之其抽中應行收回之庫券號目由銀行登報聲明惟中政府執行此項期先收還之時應於登報以前先將所需之款撥交托辣斯銀行以便收贖庫券之用

銀行收回庫券之後即行將收回庫券之數目及其號數詳細報告華盛頓駐美中國公使此項抽中收回之庫券即於收回之日起停止付息并於所登報紙之廣告內一併聲明其庫券及息票上所云各節均作為無效收

published notice of redemption, notwithstanding anything stated to the contrary in said Treasury Notes or coupons pertaining thereto. All said Treasury Notes shall be cancelled by the Trust Bank as soon as they are redeemed and shall be promptly delivered to the Chinese Minister at Washington, D. C.

(b) At least ten (10) days before any installment of interest on said Treasury Notes shall become due, the Chinese Government will deposit with the Trust Bank a sum sufficient to pay said interest in full; and at least ten (10) days before the date of the maturity of said Treasury Notes the Chinese Government will deposit with the Trust Bank a sum sufficient to pay at such maturity the principal of and interest on all of said Treasury Notes then outstanding.

(c) Until definitive engraved notes are ready, one temporary note will be issued by the Chinese Government, either typewritten or printed, in the denomination of Five Million (\$5,000,000) Dollars. Such temporary note shall have the same force and effect as the definitive engraved notes until exchanged for the latter. Said temporary note shall be substantially in the form hereto attached. The Chinese Government will cause definitive engraved notes in form satisfactory to the Trust Bank to be forthwith prepared and to be delivered by the Chinese Government to the Trust Bank to be by it exchanged for said temporary note.

(d) Provision may be made by the Trust Bank after consulting the Chinese Minister at Washington, D. C., for listing said Treasury Notes on any one or more stock exchanges in the United States of America.

回之庫券即由銀行註銷轉交駐華盛頓中國公使
 (乙) 凡上項庫券每屆付息時中政府至少於到期十日前應將足付利息之全數交付托辣斯銀行凡屆庫券還本之期亦至少於十日前將足數還本付息之全數存交托辣斯銀行
 (丙) 正式庫券未經製成以前中政府先發印刷或打字機打成之五百萬元暫行庫券一紙暫行庫券與正式庫券未交換以前有同等之效力其暫行庫券之式樣應與所增之券大致相同中政府應將正式庫券式樣與銀行商訂後再行訂印並由政府將正式庫券交付托辣斯銀行換回暫行庫券
 (丁) 托辣斯銀行經與駐美公使商訂辦法後可將上項庫券在美國證券交易所之一處或數處註冊

ARTICLE THIRD.

Said entire loan of Five Million Dollars (\$5,000,000) is hereby secured in respect to both principal and interest, by a direct charge upon the entire revenues derived and to be derived by the Chinese Government from the Tobacco and Wine Public Sales Tax. Said security is hereby declared by the Chinese Government to be free from any other loan, pledge, lien, charge or mortgage whatsoever. Said Five Million Dollars (\$5,000,000) Loan shall have priority both as regards principal and interest, over any future loan, pledge, lien, charge or mortgage whatsoever, charged upon the above mentioned revenues. So long as said Five Million Dollar (\$5,000,000) loan or any part thereof, principal or interest, shall be unpaid, no loan, pledge, lien, charge or mortgage shall be made or created which shall take precedence of or be on an equality with said Five Million Dollar (\$5,000,000) loan or which shall in any manner lessen or impair its security on or over the said revenues so far as said revenues shall be required for the service of said Five Million Dollar (\$5,000,000) loan; and any future loan, pledge, lien, charge or mortgage whatsoever charged on said revenues or any part thereof shall be expressly made subject to said Five Million Dollar (\$5,000,000) loan, both principal and interest. The Chinese Government expressly declares in its budget for 1916 promulgated by the Presidential mandate on January 1, 1916, that the receipts from said Tobacco and Wine Public Sales Tax will net the Chinese Government during each of the years that all or any part of said Five Million Dollar (\$5,000,000) loan,

此項五百萬元借款本息以中國政府現在徵收及將來徵收之烟酒公賣費全數為直接抵押品中國政府茲聲明該項抵押品并未抵過他項借款將來若有用公賣費抵押他項借款之事此五百萬元借款本息應享有優先之權在五百萬本息尚未還清之時不得訂立較此五百萬元優先或平等之借款亦不得訂立有礙或減少該項稅款之借款以防損及此五百萬元借款之還本付息將來若訂立借款應特別聲明其抵押權係增從於此五百萬元本息之後中國政府聲明五年度預算表於一九一六年一月一日由大總統命令公布表內載明烟酒公賣費之收數在此五百萬元借款本息之全部或一部尚未還清期內

第三款

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both principal and interest, is unpaid, a sum equivalent to at least Five Million Dollars (\$5,000,000) in gold coin of the United States of America of the present standard of weight and fineness.

The Chinese Government will promptly apply towards the payment of said Treasury Notes, both principal and interest, so much of said pledged revenues as will be adequate and sufficient to fully protect and pay all said Treasury Notes and all unpaid accrued and accruing interest thereon. If, during any or each of the years that all or any part of said Five Million Dollar (\$5,000,000) loan, both principal and interest, is unpaid, the receipts from said Tobacco and Wine Public Sales Tax should by any reason or circumstance net the Chinese Government a sum not sufficient to meet the service of said Five Million Dollar (\$5,000,000) loan, both principal and interest, the Chinese Government will forthwith make good such deficit from other sources of its revenue.

ARTICLE FOURTH.

The Trust Bank shall sell or cause to be underwritten or sold or disposed of within five (5) days from the date of this contract, said total issue of Treasury Notes, and the Trust Bank, if it so desires, may associate with itself as principals or otherwise in this undertaking, other banks, trust companies, firms, and individuals. The Trust Bank may itself be an underwriter or purchaser of any part of said Treasury Notes.

Said Treasury Notes may be offered by the Trust Bank individually or with one or more associa-

每年收入至少有美金五百萬元相等之數

中國政府訂明必能迅速在該項抵押稅款項下指撥足敷該項

庫券還本付息之數在此五百萬借款本息尙未清還期內烟酒

公賣費收入不敷償付此借款本息中國政府即應另行撥款補

充

第四款

自本合同簽字之後五日以內托辣斯銀行應將該庫券全數售出或分售各處但可由托辣斯銀行之便與他銀行公司以及私人合辦此事托辣斯銀行或爲領袖或以他項名義合辦或自爲分售者或爲庫券全數一部分之買主均聽其便此項庫券並可由托辣斯銀行獨自

res for public subscription, and if offered for public subscription, shall be offered at a price to the public of not less than ninety-seven per cent. (97%) of the par value of said Treasury Notes plus accrued interest. The Trust Bank may, however, fix a lower price at which said Treasury Notes may be privately offered by it for sale, subject, however, to the provisions of Article Sixth hereof. The Trust Bank may issue interim receipts to the purchasers of said Treasury Notes.

All expenses in connection with the printing, engraving and execution of said Treasury Notes and interim receipts shall be paid by the Chinese Government, but all expenses in connection with the advertising and sale of said Treasury Notes shall be paid by the Trust Bank.

If said Treasury Notes, or any portion thereof, are subscribed for by the public at the time of their original offer to the public, at a price in excess of ninety-seven per cent. (97%) of their par value plus accrued interest, then such excess, when collected or received by the Trust Bank, shall be divided, one-half to the Chinese Government, and the other half to the Trust Bank.

The Trust Bank is granted the power to determine the manner and method to be pursued in the underwriting, and in the sale (whether private or public) and in the offering and disposition of said Treasury Notes.

All details necessary for the prospectus of said Five Million Dollar (\$5,000,000) loan shall be prepared by the Trust Bank in consultation with the Chinese Minister at Washington, D.C., who will co-operate with the Trust Bank in any matters

當衆出售或與他銀行公司聯合當衆出售但當衆出售之價至少不得低過券面數目百分之九十七外加應得之利息惟托辣斯銀行將此項庫券私行交易時亦得以稍低之價出售但不得逾越本合同第六款之規定托辣斯銀行並得發行臨時收據於此項庫券之買主所有上項正式庫券之印刷雕刊等費以及臨時收據費均由中政府擔任其歸於廣告及發售費由托辣斯銀行擔任若此項庫券或庫券之一部分最初當衆出售時其價格已超過券面百分之九十七外加應得之利息則此項超過之數目由托辣斯銀行收到後中政府應分半數其餘一半應歸托辣斯銀行

其分售此項庫券之辦法及一切承攬交割之手續無論私售或當衆公賣允予托辣斯銀行全權酌定之

本借款五百萬元之招帖及其一切詳細內容均由托辣斯銀行備就商承駐華盛頓中國公使辦理之其他應

requiring conjoint action and will sign, by way of approval, if requested by the Trust Bank, the said prospectus.

商凡中國之需使公辦者均予贊助由託銀行簽字於招帖

ARTICLE FIFTH.

All of said Treasury Notes and coupons and all payments made or to be made thereon, or on any of them, and all payments made or to be made, disbursed, distributed or received on account of or in connection with all or any part of said Five Million Dollar (\$5,000,000) loan or on account of or in connection with all or any part of the interest thereon, shall in time of war as well as in time of peace be always exempt from any and all taxes, impositions, liens or charges of any and every kind now or that may hereafter be established or levied by the Chinese Government or any province, division, or branch thereof, or that may be attempted to be established or levied by any Province, division or branch thereof.

第五款
本借款國庫券及息票全數所有一切已付未付之款或關於本借款五百萬元已收未收之款及其息款或其本息之一部分無論戰爭或承平之時中政府或各省各特別區域永遠免除一切稅捐或抵償他項債務將來各省各區域亦不得舉辦上項稅捐施行於本借款之出入各款

ARTICLE SIXTH.

The total of said Five Million Dollar (\$5,000,000) loan shall net the Chinese Government Ninety-One Dollars (\$91) for every one hundred dollars (\$100) thereof in gold coin as aforesaid, plus accrued interest from November 1, 1916 to the date that the Chinese Government is credited by the Trust Bank with the sum hereinafter in this paragraph specified. Any and all sum or sums of money paid to or received or realized by the Trust Bank on or from the sale, underwriting or other disposition of all or any of said Treasury Notes above or in excess of said Ninety-One Dollars

第六款
本借款五百萬元之全數中政府每百元應淨收美金九十一元外加應得利息自一九一六年十一月一日起至托辣斯銀行收入中政府帳之日止所收中政府帳各款詳列於下所有由托辣斯銀行因發售庫券或分售庫券之一

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{\$91) for every One Hundred Dollars (\$100) of said Five Million Dollar (\$5,000,000) loan shall, except as is otherwise in Article Fourth hereof provided, belong absolutely to the Trust Bank, and shall constitute and be the consideration and compensation which the Trust Bank shall be entitled to and is to receive for its services rendered and to be rendered hereunder.

Upon the execution and delivery of this contract and the execution and delivery by the Chinese Minister to the Trust Bank of said temporary note, and within said five (5) days from the date of this contract, the Trust Bank will, out of the proceeds of said underwriting, sale and disposition by it of said Treasury Notes, place to the credit of the Chinese Government, in the Trust Bank a total net sum calculated on the basis aforesaid, of Four Million Five Hundred and Fifty Thousand Dollars (\$4,550,000) in gold coin aforesaid plus the interest accrued on said Treasury Notes from November 1, 1916. Said credit may be drawn upon from time to time by orders or checks of the Chinese Government signed by its Minister at Washington, D. C., until and unless otherwise instructed in writing by the Chinese Government. Upon all of said moneys remaining on deposit with the Trust Bank interest will be allowed at the rate of two per cent. (2%) per annum.

ARTICLE SEVENTH.

In the event of any of said Treasury Notes or any of said coupons pertaining thereto, being destroyed, lost or stolen, the Trust Bank is hereby authorized to notify the Chinese Minister at Washington, D. C.,

部分所收之一切款項每百元實收九十一元以上其多收之數除本合同第四款之規定外應統歸托辣斯銀行作為銀行辦理本借款應收之報酬費
 本合同完全訂定及由中國公使將臨時證券交到托辣斯銀行後於本合同訂立之日五日以內托辣斯銀行即將售出庫券之成數存入托辣斯銀行中政府之存款帳下其成數之計算法上節已經說明計共美金四百五十五萬元外加自一九一六年十一月一日起應得之利息其上項所存之款除由中政府另行函告辦法外得以中政府之命令或支票由駐華盛頓公使簽字隨時支取其所存托辣斯銀行各款之全數付給年息
 一釐(百分之二)

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第七款

該項國庫券以及息票如有毀壞或遺失或被竊等情托辣斯銀行應即通知中國駐美公

thereof, who will authorize the Trust Bank to insert an advertisement in one or more newspapers published respectively at the time in the Cities of Chicago and New York, stating that the payment of such note or notes or coupon or coupons has been stopped, and to take such other steps as may appear advisable to the Trust Bank according to the laws or customs in the United States of America.

Should any such Treasury Note or Notes or coupon or coupons be destroyed, lost or stolen, and not be recovered after a lapse of time to be fixed by the Trust Bank, the Chinese Minister at Washington, D. C., will execute a duplicate note or notes or coupon or coupons for a like amount and deliver the same to the Trust Bank to be by it delivered to the owner or owners of such destroyed, lost, or stolen note, notes, coupon, or coupons. The Trust Bank shall require from such owner or owners proof and indemnity satisfactory to the Chinese Government or to the Trust Bank.

ARTICLE EIGHTH.

In reimbursement of its compensation and expenses connected with the distribution by the Trust Bank of the moneys to be received by the Trust Bank from the Chinese Government with which to pay the interest on said Treasury Notes and the principal thereof, the Trust Bank shall be paid by the Chinese Government a commission of one-half ($\frac{1}{2}\%$) per cent. of the moneys received by the Trust Bank to pay said interest and a commission of one-quarter per cent. ($\frac{1}{4}\%$) of the moneys received by the Trust Bank to pay said principal.

使該公使即允該行在芝加哥紐約兩處登一種或數種報紙聲明已失或已毀之國庫券息票業已停付其餘應有之手續則由該銀行之便按美國慣例辦理

該失票若於該銀行所訂期限尚未竟回者則中國駐美公使應按照已失之票數目重行補給發交該銀行轉交失主該銀行應向該失主索取滿意於中政府或托辣斯銀行之補償費

第八款

該銀行辦理還本付息等事中國政

府應給該行千分之五之付息經手費又千分之二五還本之經手費

ARTICLE NINTH.

In the event of the Chinese Government hereafter determining to borrow in the United States of America an additional sum or sums up to Twenty-Five Million Dollars (\$25,000,000) gold of the standard aforesaid, the Chinese Government will grant the Trust Bank the first option to determine whether it will agree to procure such additional loan or loans for the Chinese Government at such times and in such instalments and on such terms as may be hereafter mutually agreed upon. Such option shall be valid for and during a period of sixty (60) days from the day on which written notice is given to the Trust Bank by the Chinese Government of its desire to obtain such additional loan or loans. If the Trust Bank fails to exercise such option during the time covered by said notice, the option shall become null and void and the Chinese Government will be at liberty to borrow said additional sum or sums from any other bank or group of banks.

ARTICLE TENTH.

On behalf of the Chinese Government, the Chinese Minister, His Excellency Doctor V. K. Wellington Koo, who has signed this contract, agrees that the making of said loan of Five Million Dollars (\$5,000,000) and the issue of said Treasury Notes and coupons and the execution and delivery of this contract are each and all entered into and duly authorized by the Chinese Government and are each and all in accordance with the Constitution and laws of the Republic of China, and that there is no treaty, convention, obligation or agreement of any kind

第九款

中國政府此後若在美國增加借款至二百五十萬美金之多
中國政府應許托辣斯銀行首先籌議能否借給中國政府以
及何時付款若干何種條件互相磋商自收到中國政府通知
之日起算以六十日為度為此項優先權之有效期間若過此
期該銀行辦理無效則中國可自由向其他銀行商借

第十款

中國駐美顧維鈞公使由中國政府
之命代表中國政府訂立本合同借
債五百萬元並有發行該債券之全

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to the contrary, and that the Chinese Government will, upon the execution and delivery hereof, deliver to the Trust Bank a cablegram (or copy thereof) from the Minister of Finance of the Chinese Government, and promptly thereafter a confirmatory document from said Minister of Finance, in substance stating that the making of said Five Million Dollar (\$5,000,000) loan and the issue of said Treasury Notes and coupons and the execution and delivery of this contract are each and all entered into and duly authorized by the Chinese Government and are each and all in accordance with the Constitution and laws of the Republic of China, and in no way contrary to any treaty, convention, obligation or agreement of any kind.

ARTICLE ELEVENTH.

This contract is signed on behalf of the Chinese Government by the Chinese Minister at Washington under authority of a cablegram from the Minister of Finance of the Republic of China dated the 15th, day of November 1916, which has been officially communicated to the Minister in Peking, China, of the United States of America.

Three original copies of this agreement have been executed in English, two copies to be retained by the Chinese Government, and one copy by the Bank. In the event of any doubt arising in regard to the interpretation of this agreement, the English text shall rule.

In Witness Whereof, his Excellency, Doctor V. K. Wellington Koo, the duly authorized and accredited envoy extraordinary and minister plenipotentiary of the Republic of China, to the United States of America, acting in the name of the

權與中華民國法律條約均無抵觸中國政府

第十一款

應由財政總長致電托辣斯銀行並發正式公

本合同由代表中國政府之駐美公使受中國財政總長

文聲明該借款係經政府承認並與民國法律

之委託於一九一六年十一月十五日代表簽字並已正

均無抵觸

式通知北京美國公使

本合同英文共訂三分兩分存中政府一分存銀行如有

疑義以英文為準

代表中國政府駐美全權公使顧維鈞受中國政府財政總長之委託

簽字蓋章

代表 托辣斯銀行副經理簽字蓋章

Government of the Republic of China and on behalf of the Minister of Finance of the Republic of China, under special authorization as above, has hereunto signed his name and caused the seal of the Chinese Legation at Washington D.C., to be affixed hereto, and the said Continental and Commercial Trust and Savings Bank of Chicago, Illinois, has caused this instrument to be duly signed and delivered for and in its name and on its behalf by John Jay Abbott, its Vice-President, at the place and on the date first above written.

[Signed] V. K. Wellington Koo
Chinese Minister.

SEAL OF LEGATION
OF THE REPUBLIC OF
CHINA-Washington.

CONTINENTAL AND COMMERCIAL
TRUST AND SAVINGS BANK, OF
CHICAGO, ILLINOIS,

By John Jay Abbott,
Its Vice-President.

第二十二號 托辣斯銀行美金五百萬元借款合同譯文 民國五年

No. 23. AGREEMENT BETWEEN CHINA & STANDARD OIL COMPANY OF NEW YORK SETTLING ACCOUNTS UNDER PROSPECTING AGREEMENT OF 1914, 5th. FEBRUARY, 1917.

第二十三號 中國政府撥還美孚公司經付中美合辦勘礦用款合同

此合同於西曆一千九百十七年二月五日由代表中國政府之鑒辦全國

煤油礦事宜熊希齡為第一方(以下減稱中政府)及紐約美孚公司為

第二方(以下減稱公司)訂立於北京

茲因千九百十六年七月三十一日中政府與該公司根據千九百十四

年二月十日雙方所訂之中美勘礦合同所造帳冊之結果中政府對於

該公司負債五十四萬三千七百零三元八角九分該帳冊業經雙方互

換認可作准現訂條款如下

This Agreement made at Peking on the 5th. day of February in the year One thousand nine hundred and seventeen, between the Government of the Republic of China (hereinafter called "the Chinese Government") acting through its Director-General of the National Oil Administration Hsiung Hsi Ling of the one part and the Standard Oil Company of New York (hereinafter called the "Company") of the other part, Witnesseth, that Whereas it is mutually agreed by the parties hereto that the said Chinese Government is indebted to the said Company in the sum of Dollars Five Hundred and Forty Three Thousand, Seven Hundred and Three and cents Eighty Nine (\$543,703.89) according to the statement, dated July 31st., 1916, of expenditures made in connection with the development of Petroleum in China pursuant to a certain contract entered into by and between the parties hereto and bearing date the 10th. day of February in the year 1914, which said statement of expenditures has been duly exchanged, ratified and confirmed by the parties hereto : Now Therefore it is Agreed as Follows :

FIRST.

That the Chinese Government hereby agrees to pay to the Company at the times and in the manner and form as hereinafter expressed the aforesaid sum of Dollars Five Hundred and Forty Three Thousand, Seven Hundred and Three and cents

第一條

中政府允按照下開時間方法將銀五十四萬三千七百零三元八角九分及其週息六厘償

第二十三號 撥還美孚公司勘礦用款合同 民國六年

Sixth and Final Installment payable February 5/1919.....	90,617.34
Interest for four months @ 6% on \$90,617.34, October 5/1918 to Feb. 5/1919.....	1,812.34
	92,429.68

千九百十九年二月五日第
六次付本到期計銀九萬
零六百十七元三角四分
本銀九萬零六百十七元
三角四分本屆四個月利
息一千八百十二元三角
四分
兩共 銀九萬二
千四百二十九元六角八
分

THIRD.

The payments as aforesaid shall be made by Government Treasury Notes for silver dollars payable in Peking, Shanghai and/or Tientsin, at the option of the Chinese Government.

第三條
付款應用中
政府國庫券
該國庫券到
期時以現金
在北京或上
海或天津付
給任憑中政
府擇定

FOURTH.

It is mutually agreed by and between the parties hereto that all material, property and supplies in connection with the development work as aforesaid left over and remaining in the hands, possession or control of the respective parties hereto, or either of them, as set forth and described in detailed inventories furnished by each of the respective parties hereto to the other, and dated July 31st, 1916, shall be sold and the proceeds of such sales less the reasonable and necessary expenses incurred in connection therewith shall be divided equally between the parties hereto, and any amounts due and payable from either party to the other as a result of said sales shall be paid over and adjusted concurrently with the payment of the aforesaid installments together with interest at the rate of six per cent. (6%) per annum from the first day of month following that in which cash is received for such sales. And in event any property, material or supplies as aforesaid shall remain on hand and unsold at the

第四條
千九百十六年七月三十一日兩造帳冊內所載剩餘之勘礦物
產材料須按照清單將其變賣所得之價即於收款後第二月一
日起按照週年六厘行息此項物價及利息除因售賣該物產材
料時之正當開支外應由兩造均分於上載付款期間彼此付給

time when the aforesaid final installment shall have been paid the proceeds of sales of said property, material and supplies made subsequent to the payment of the aforesaid final installment shall be paid over and adjusted monthly, and the proceeds of such sales received in any one month shall be paid over and adjusted not later than the fifteenth of the month following that in which said sales have been made, and if such settlements are made monthly there will be no interest computed thereon.

FIFTH.

This agreement is drawn up in Triplicate in the English and Chinese languages, and in the event of dispute as to the meaning thereof, the English version shall be considered binding.

Signed and sealed at Peking this fifth day of February in the year One Thousand Nine Hundred and Seventeen.

For the Republic of China,
Hsiung Hsi-Ling.

In the presence of:
Wei I.

For the Standard Oil Co.
of New York,
Arthur E. Hinch,
General Auditor.

In the presence of:
Robert Coltman, Sr.
Approved by the Ministry of Finance,
Chen Chin-Tao,
Minister.

Approved by Representative in China.
Standard Oil Co. of New York,
By their Attorney, Chas. H. Blake,

價互相付給不另給息

售出須於下月十五以前將該

材料未經售去者則無論何時

若在末期付款以後倘有物產

第五條

此合同用華英文繕就三份倘有爭執以英文為憑
中華民國十六年二月五日訂

本合同經財政部認可

本合同經紐約美孚公司駐華代表認可

財政部總長 陳錦濤
駐華代表 魏希齡

中政府代表 魏希齡

紐約美孚公司代表 易

第二十三號 撥還美孚公司勘礦用款合同 民國六年

No. 24. SUPPLEMENTARY AGREEMENT REGARDING SECURITIES UNDER
CONTINENTAL AND COMMERCIAL BANK LOAN OF
1916, 14th. MAY, 1917.

This Agreement made in triplicate in the City of Peking in the Republic of China on this 14th. day of May, 1917, between the Government of the Republic of China (hereinafter called the Government) and the Continental and Commercial Trust and Savings Bank of Chicago, in the State of Illinois in the United States of America, (hereinafter called the Trust Bank)—Witnesseth:

Whereas under date of the 16th. day of November A.D., 1916, the Government and the Trust Bank entered into a certain contract in the City of Washington in the United States wherein and whereby the Trust Bank agreed to and did loan to the Government the sum of five million dollars in Gold coin of the United States, and the Government agreed to and did secure the repayment of said loan among other things by making the principal and interest of said loan a direct charge upon the entire revenues derived and to be derived by the Government from the Tobacco and Wine Public Sales Tax.

And Whereas in and by such agreement the Government represented and guaranteed that the said security was free and clear of any other claims or charges whatsoever and that the said loan should always remain a first and prior lien thereon and whereas other terms and provisions were contained in said agreement, to the original of which agreement reference is hereby made for the details thereof:

第二十四號 大陸商業托辣斯銀行借款增合同
本合同共三分於一九一七年五月十四日在中國北京訂立其訂立者一方面爲中國政府
(此下簡稱政府) 一方面爲美國伊立諾省之加高城大陸商業托辣斯銀行(此下簡稱托
辣斯銀行)
茲因一九一六年十一月十六日政府與托辣斯銀行在美國華盛頓訂立一種合同該合同
內載明托辣斯銀行應將美金五百萬元借與政府政府應指定烟酒公賣費現在徵收及將
來徵收之全數爲該借款本息之直接抵押品
又因政府於該合同內聲明該項押品並未抵過他種借款實係純粹頭次押品該美金借款
對於此項押品得享優先權利該合同並載有他項條件本合同援引之處皆係根據該合同
原文

And Whereas certain claims have been made by other persons or on behalf of other persons that certain other obligations of the Government are a valid claim or lien on the said taxes or on some part thereof prior to the claim of the Trust Bank on account of said loan.

And Whereas it is desired by the Government—without admitting or passing upon the validity of such claims—to give to the Trust Bank for its benefit and for the benefit of all persons who now are or at any time may become the owners or holders of any of the Treasury Notes by which the obligation of the Government to repay said loan is evidenced, additional security which is and shall be entirely free from any conflicting claims of any sort.

Now, therefore, it is agreed as follows:

ARTICLE FIRST.

The Government hereby declares that the Treasury Notes described in the said contract of November 16, 1916, are and shall be secured by a direct charge upon the following revenues of the Government.

The Goods tax receipts from the provinces of Honan, Anhui, Fukien and Shensi, whether such receipts be in the nature of likin taxes, transportation taxes or other taxes or imposts of like natures. And for the purposes of further identifying the said taxes, the Government declares that the receipts from the taxes herein described for the fourth fiscal year are shown on the fiscal records of the Government to have been as follows:

又因他方面提出爭議謂在美款訂立之前有某項債
款對於該公賣費已享有抵押權
又因政府願給予托辣斯銀行及現在或將來執有該
借款庫券之人以附加抵押品之利益此項附加押品
實係純粹頭次押品並無他項糾葛但政府願加押品
並非承認他方面之爭議
爰訂條款如左

第一欸
政府茲聲明該項一九一六年十一月十六日
合同所言庫券應以左列稅款為直接抵押
河南安徽福建陝西四省之貨物稅此項貨物
稅或為釐金或為運輸等稅茲為指明此項稅
欸起見特將政府財政案卷中載明四年度收
數列下

Honan Goods tax.....\$721,483 in Chinese Dollars
 Anhui Goods tax.....\$1,703,000 in Chinese Dollars
 Fukien Goods tax.....\$1,186,400 in Chinese Dollars
 Shensi Goods tax between July 1, 1915, and March 31, 1916.....\$879,500 in Chinese Dollars

And the Government hereby agrees that so long as any part of the said Treasury Notes shall remain unpaid, the said taxes shall remain in force and shall not be diminished, repealed or released without the prior written consent of the Trust Bank, and that the revenues derived therefrom shall be at all times subject to the charge herein imposed and the Government represents and guarantees that the said revenues are not nor is any part of them pledged in any manner whatsoever, and that there is no charge thereon and that the lien thereon created by this agreement shall remain a first prior and continuing lien thereon for the further security of said Treasury Notes.

And the Government further represents that the said taxes are collected by the officials directly commissioned by the Government and are deposited when collected in depositaries selected by the Government and subject only to its order.

ARTICLE TWO.

The Government and the Trust Bank agree that nothing herein contained is intended to be or shall be construed as an admission that any other person has any charge upon or interest in the revenues under the said agreement of November 16, 1916, but it is stated

河南貨物稅中國銀元七十二萬一千四百八十三元
 安徽貨物稅中國銀元一百七十萬三千元
 福建貨物稅中國銀元一百十八萬六千四百元
 陝西貨物稅自一九一五年七月一日起至一九一六年三月三十一日止計中國銀元八十七萬九千五百元
 政府茲聲明在該項庫券未償清以前該項稅款應繼續徵收若未得托辣斯銀行文書上之同意不得將其減少或取消或暫時豁免且該項稅款不論何時均為該項庫券之抵押品茲政府聲明並擔保該項稅款之全部或一部均未抵過他項債款現在指定該項稅款為該項庫券之頭次優先繼續附加押品
 政府茲聲明該項稅款係由政府直接委派之官吏所徵收所收之款係存在政府指定之金庫內祇聽政府提取

第二款
 對於一九一六年十一月十六日合同所言之稅款他方面有提出爭議謂應享抵押權利茲聲明本合同各條款內絕無承認此項爭議之意至本附合同惟證明前項爭議實有其事

that this supplemental agreement is made in recognition of the existence of the claims referred to but not in recognition of the validity of such claims.

訂明者 銀行雙方 及托辣斯 此爲政府 議之效力 認此項爭 但並非承

ARTICLE THREE.

The Government and the Trust Bank expressly agree that nothing herein contained shall in any way limit or modify the obligations and undertakings of the Government contained in the said agreement of November 16, 1916, but that the agreements herein contained are in supplement of and in addition to the terms of such contract and the Government and the Trust Bank hereby reaffirm and agree to be bound by the terms of said contract and by the terms of this supplemental agreement and that the same shall be construed as an entire agreement, binding so long as any of the said notes shall remain outstanding, provided however, that when and as soon as all demands and obligations which may be claimed or appear to be prior or equal liens with said Treasury Notes on any part of the wine or tobacco revenues pledged under said agreement of November 16, 1916, shall have been fully paid and discharged or otherwise fully and legally released as a charge against such revenues, so that the said Treasury Notes shall be an undisputed first and prior charge thereon, then and in such event this supplemental agreement shall immediately be released and discharged.

Three copies of this agreement have been executed in English, of which the Government is to hold two copies, and the Trust Bank to hold one copy, and in the event of any doubt arising in regard to the

第三款
政府及托辣斯銀行茲特別訂明本合同各條款不得限制或變更一九一六年十一月十六日合同內載明政府之義務及擔任之事本合同乃係附屬性質僅增加條款而已政府及托辣斯銀行茲重行申明應遵照該合同及本合同條款辦理此兩項合同合成一完全合同在庫券未償清以前應繼續有效但他種款項對於一九一六年十一月十六日合同所言烟酒公賣費上所有爭議或要求欲享較該項庫券更優先或平等之抵押權若該種款項能完全償還以解除該項抵押關係或用別種方法使該項抵押關係得合法之完全解除則在完全解除使該項庫券對於該公賣費享有毫無爭議頭次優先抵押權之時本附合同應立即解除效力本合同共繕三分由政府收執兩分托辣斯銀行收執一分若文字上發生疑義應以英文爲準

中華民國政府方面由國務總理及代理部務財政次長得有政府正式委託簽訂本合同本同業經大總統核准合併聲明至托辣斯銀行方面委託協理艾博德得有執行委員會正式委派簽訂本合同本同係於上開年月日訂立

國務總理 段祺瑞

代理部務財政次長 李思浩

芝加高托辣斯銀行協理

中華民國六年五月十四日
西歷一千九百十七年五月十四日

[SEAL]

interpretation hereof the English text shall govern. In Witness Whereof the Government of the Republic of China has caused these presents to be signed by its Premier and the Vice-Minister of Finance in charge of the Ministry of Finance acting under the express authority of the said Government and sanctioned by the President, and the said Trust Bank has caused these presents to be executed by John Jay Abbott, its Vice-President thereunto duly authorized by the action of its executive committee all as of the day and year first above written.

(Signed).....,

The Premier of the Government of the Republic of China.

(Signed) John Jay Abbott,

The Vice-President of the Continental & Commercial Trust & Savings Bank of Chicago.

(Signed).....,

The Vice-Minister of Finance in Charge of the Ministry of Finance.

二十四號 大陸商業托辣斯銀行借款附合同 民國六年

a certain question put to the witness and that the Judge shall then and there, forthwith, put that exact question, in the words and phrasing of the Assessor to the witness. It is understood that the Judge has no option but to put the questions of the Assessor and to do so in the Assessor's exact words.

該觀審員遇有向
案中作證之人訊
問之處當堂向承
審官聲明該承審
官立即照允將觀
審員所訊問之話
照其原詞代向人
證訊問

CROSS EXAMINATION OF WITNESSES.

The procedure in the cross examination of witnesses shall be the same as in direct examination, it being understood, in accordance with the treaty, that the Assessor has the right to cross examine any witness.

一駁訊証人按
照約章該觀
審員有駁訊
案中作證之
人之權其駁
訊辦法與上
列之查詢辦
法相同

RECOGNITION OF ASSESSOR.

The Assessor shall be given due and proper recognition, treated with the courtesy due to his Government and his position, and seated at the table with the Judge, not at a side table.

一承認觀審員承審官應承認該觀審員係屬美國政府
代表並應以禮貌相待該觀審員之座位應與承審官
並列
大中華民國六年九月
日在天津簽押
外交部特派直隸交涉員 黃榮良
駐津美副領事代理總領事官 卓思麟

Signed at Tientsin, China, this...day of September, 1917.

(Signed and sealed)

Huang Yung-liang.

Special Commissioner of Foreign Affairs for Chihli Province.

(Signed and Sealed)

P. R. Josselyn

Vice-Consul of the United States of America, in Charge of the American Consulate-General at Tientsin, China.

第二十五號 天津中美會審章程 民國六年

CORRESPONDENCE

第二十五號 天津中美會審章程 民國六年

外交部致駐京美使館函

逕啟者准十一月七日

貴公使函稱美人控告華人案件觀審辦法現由駐津美總領事與特派直隸交涉員約定章程請將此項章程於可以施行之處令其遵行等因並附送漢洋文章程各一份前來本部業已閱悉此事本部據特派直隸交涉員呈報關於華美互控案件按照中美續約與駐津美總領事詳訂觀審辦法六條並與該總領事約定華人控告美人案件華官亦照此次所定辦法赴美官處觀審關於觀審員座位即按照歷來辦法繪送圖式均經該總領事函復聲明允認近美商大來木行控楊起磷等虧欸一案即由天津縣知事按照觀審座位圖式並照商定辦法辦理呈請鑒核等因檢閱該交涉員呈送與駐津美總領事約定辦法六條核與此次

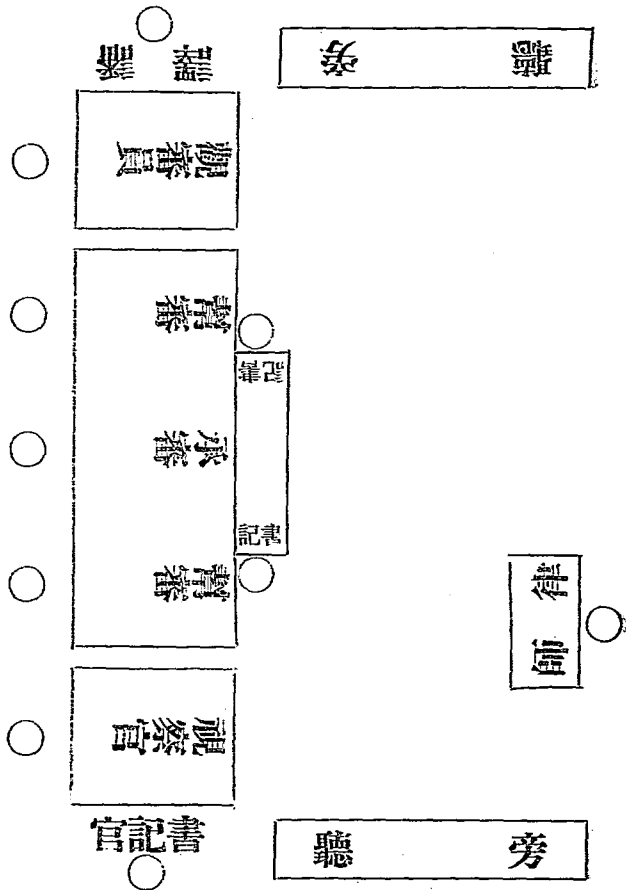
貴公使附送之件相符此等按照約文之辦法現由

貴國駐津總領事與該特派直隸交涉員詳細商定自由本部轉飭各通商口岸中國地方官遵照辦理惟此種商定按照中美續約自不僅適用於美人原告控訴華人案件華人原告控告美國人民案件在美國官署審理時華官派員觀審其有添傳駁訊案中人證之處以及觀審座位應即一律適用此次商定之辦法相應將該特派員呈送本部觀審座位圖式照繪一份函復

貴公使查照即希轉飭遵照並見復為荷順頌

日祉

觀審座位圖式



第二十五號 天津中美會審章程 民國六年

(The American Legation to the Waichiaomu)

December 31, 1917.

Excellency :

Replying to a Note from Your Excellency's Ministry, dated November 26th, 1917, in reference to the Protocol agreed upon in lawsuits between Chinese and Americans by the American Consulate General at Tientsin and the Special Commissioner of Foreign Affairs for Chihli, I have the honor to state that the Legation's understanding of the last clause of the last Article of the Protocol, which reads "The Assessor shall be seated at the table with the Judge, not at a side table 該觀審員之座位應與承審官並列", is that the seating arrangements shall be in accordance with the diagram enclosed in your Ministry's Note of November 14th, 1917, and that the Assessor and the Judge shall be seated in the same plane without difference of height.

The Protocol, together with this understanding in regard to the seating of the Assessor are applicable, of course, equally to cases in which a Chinese sues an American and to cases in which an American sues a Chinese.

Upon receipt of a Note from Your Excellency confirming this understanding, I will issue instructions to the American Consulates General and Consulates in China to act in accordance with the Protocol and the understanding contained in this Note. At the same time I would request Your Excellency to issue like instructions to the Chinese territorial officials concerned.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

American Minister.

駐京美使館覆外交部書一九一七年十二月三十一日
逕啟者上月二十六日接准

第二十五號 天津中美會審章程 民國六年

來函內開天津美國總領事署與特派直隸交涉員約定華人與美人訴訟案件辦法一事等因查該辦法未條未句所提該觀審員之座位應與承審官並列之意即係座位應按貴部上月十四日附送座位圖式且觀審員與承審官所座之處當平面無上下之分該辦法及此觀審員座位之意在華人控告美人及美人控告華人案件自當平均適用俟
貴總長函復認可本公使即當飭令駐華各領事署遵照該辦法及是函所提之意辦理並請
貴總長給予中國該管各地方官發出同樣訓令可也此頌
日祉

芮恩施啟

外交部致駐京美使館函

逕啟者關於中美訴訟觀審辦法一事接准上年十二月三十一日

貴公使函開各節備悉一切本部查駐津美國總領事與特派直隸交涉員約定中美人民訴訟案件辦法其末條末句所謂該觀審員之座位應與承審官並列之意即係座位應按照本部上年十一月十四日附送座位圖式且觀審員與承審官所座之處當平面無上下之分即觀審員座與承審官座同一行列同一高度再該辦法及此觀審員座位之意在華人控告美人及美人控告華人案件自當平均適用以上各節與本部迭次去函用意相同所有此次關於此事本部與

貴公使來往文件暨本部上年十一月十四日附送觀審座位圖式即作為特派直隸交涉員與駐津

貴國總領事商定辦法之附件中美官員彼此遵守奉行除咨行司法部並令行各省地方官遵照辦理外相應函復查照即希轉飭駐華美官於審理華人控訴美人案件時切實遵照辦理並見復為荷順頌

日社

(The American Legation to the Waichiaopu)

January 18, 1918.

Excellency:

Replying to Your Excellency's Note of January 15, 1918, in reference to the procedure in lawsuits between Chinese and Americans, I have the honor to state that I am pleased to note that Your Excellency's understanding agrees with that held by this Legation. I am instructing the American Consular Offices in China that, in the adjudication of cases in which a Chinese sues an American or an American sues a Chinese, they should act in strict accordance with the Protocol agreed upon by the American Consulate General at Tientsin and the Special Commissioner of Foreign Affairs for Chihli, and also with the diagram of seating arrangements enclosed in your Ministry's Note of November 14, 1917, and the understanding in regard to the seating of the Assessor contained in my Note of December 31, 1917, and Your Excellency's of January 15, 1918.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

American Minister.

His Excellency Lu Chen-hsiang,
Minister for Foreign Affairs.

駐京美使館覆外交部函一九一八年一月十八日
逕啟者中美訴訟案件辦法一事接准本月十五日
貴總長來函內開一切等因查此項問題
貴總長與本署之意適相符合良深欣幸本公使當即飭令駐華各美國領事署於審
理華人控告美人或美人控告華人案件之時應切實遵照駐津美國總領事署與特
派直隸交涉員商定辦法暨一千九百十七年十一月十四日
貴部函送座位圖式並上月三十一日本署去函本月十五日
貴總長來函所稱觀審座位之意辦理可也相應函復
貴總長查照此頌
日祉

丙恩施啟

**No. 26. AGREEMENT FOR CHINESE GOVERNMENT GRAND CANAL
IMPROVEMENT SEVEN PER CENT. (7%) GOLD LOAN
OF 1917, 20th. NOVEMBER, 1917.**

The Chinese Government, for the improvement of the Grand Canal in Shantung and Chihli provinces, to make a public loan for said purpose, and to provide for financing further improvement if necessary, finds the following necessary to be enacted by the Parliament of the Republic of China and to be sanctioned by the President of the Republic of China before this agreement becomes effective :

Whereas, the Chinese Government considers the Grand Canal work in Shantung and Chihli provinces as a part of national conservancy work, to wit, the improvement of that part of the Canal commencing at Pang Chia-Kou and Lan-Huang-Pa in the North and ending at Wei Shan Hu and Tai-Erh-Chuang in the South, such extensions as may be required, work in connection with the valleys of the Yen and Ssu Rivers, the Po River and marshes and other tributaries of the main Canal, and the improvement of the lands thus reclaimed ; and on the date that this agreement becomes effective the agreement executed between the Province of Shantung and the American International Corporation dated April 19, 1916, is to be cancelled.

And Whereas, an extension of the work is now provided for which shall extend the North section of the Grand Canal from Tao-chen-pu on the Yellow River to Tientsin via Linching and Tehchow, and improve such extensions and tributaries of the main Canal as may be required :

中國政府爲整理山東與直隸省內之運河商訂借款并籌備以後須推行整理時所需之經費等事須咨請國會同意并大總統批准方爲成立中國政府以山東直隸省內運河工程爲全國水利工程之一部分此項工程係整理北自龐家口攔黃壩起南至微山湖台兒莊止一段運河并其必須之延長以及關係汶泗兩河流域之工程坡河並水區及運河其他之支流與恢復之田畝本合同發生效力後山東政府與美國廣益公司於一九一六年四月十九日所訂之合同應行作廢

再因現在工程之推廣內展長至運河之北段起於黃河之陶成堡經臨清德縣而止於天津并整理其必須之展長以及其他與農田水利有關係之支流爲此責成并授權於督辦水災河工

第二十六號 中美運河七釐金幣借款合同

Therefore, The Directorate General of Flood Relief and Conservancy is hereby authorized and empowered to enter into the following agreement with the American International Corporation and all officers mentioned therein are authorized and empowered to perform the several acts therein stipulated to be done by them.

善後事宜處與美國
廣益公司訂立後列
之合同凡合同內所
稱之人員皆授有事
權并責成辦理合同
內所述該人員等應
行之事業

ARTICLE I.

1. For the exclusive purpose of financing the improvement work in Shantung and Chihli provinces above mentioned, the Government authorizes the Corporation as its agent to issue a gold loan of Six Million Dollars United States Gold Currency (G\$6,000,000) on the terms and conditions hereinafter set forth. This loan shall be called the Chinese Government Grand Canal Improvement Seven per cent. (7%) Gold Loan of 1917.

2. This loan and all advances made hereunder shall constitute a direct liability and obligation of the 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 undertakings on its part herein assumed.

3. The denomination, wording, design, and designation of the currencies of the bonds shall be determined by the Corporation, and all expenses incurred in connection therewith shall be borne by the Corporation, but the cost of engraving and printing the bonds shall be borne by the Government, which shall furnish a fac-simile of the signature of the Minister of Finance and the seal of the Ministry of Finance to be engraved on the bonds. The Chinese Minister in Washington

第一條

第二十六號 中美運河七釐金幣借款合同 民國六年

- (一) 茲專為籌款以供山東直隸兩省內以上所述之整理工程中國政府特准公司為代理人發行金幣借款額美金六百萬元一切辦法按照以下所述之規定施行此項借款定名為一千九百十七年中國政府整理運河七釐金幣借款
- (二) 此項借款及嗣後一切墊款應由政府直接負責並以信用擔保按期分還本借款之本息及施行本合同規定之一切義務
- (三) 票面金數文字式樣及幣制種類均由公司規定關於此項一切費用歸公司擔任惟債券印鑄費須由政府擔任政府并須備財政部印並財政總長簽名式以供印債券之用中國駐華盛頓公使須於債券未發行前將其簽名並官印式

shall, previous to the issue of the bonds, also furnish a fac-simile of his signature and official seal to be engraved on the bonds to signify that said bonds are the binding obligation of the Government.

4. The aggregate amount of the first issue of the bonds shall be for Six Million Dollars United States Gold Currency (G\$6,000,000), at Ninety Per cent. (90%), and shall be made en bloc or in series. Nothing herein contained shall prevent the Corporation purchasing all or any part of said bonds itself. Should the funds of this loan not be sufficient for the work the American International Corporation will be applied to for a further issue of bonds on terms to be agreed upon. The time of issue and amount of any and all bond issues hereunder, and provisions for advances and temporary financing, shall be determined by the Corporation in consultation with the Government.

5. All expenses in connection with said Six Million Dollars (G\$6,000,000) bonds taken by the Corporation hereunder, or for such portion of future issues as may be taken by the Corporation, such as bankers' commissions, flotation charges, shall be borne by the Corporation.

6. Immediately upon this loan agreement becoming effective, the Corporation will set aside an advancement to the Government to provide for the preliminary expense of the work pending the bond issue herein referred to.

7. The Corporation in consultation with the duly authorized representative of the Government shall decide what is the most favorable moment for the issue of bonds and the duly authorized representative

以便摹印券面以證明該項債券由中國政府完全負責

(四) 第一批發行債券之總額為美金六百萬元以百分之九十合算此額須整次發行或分批發行本合同內所述並無限制公司如購買本債券之全數或一部分之意義苟本借款之額不敷供工程之用應請廣益公司接另議條件繼續發行債券凡全數或分批發行債券之數目及其時期及墊款與臨時籌款之條件應由廣益公司商明政府規定

(五) 關於此項六百萬元債券額內或嗣後繼續發行債券額內之由公司購買者一切用費如銀行用費并經手費應由公司擔任

(六) 一俟本合同發生效力而在債券未發行之前公司應即為政府預備墊款作為籌備工程之用

(七) 公司與政府正式代表會商以定發行債券最宜之時期政府代表當將辦法通知駐美華使查照如商定

of the Government will give the necessary instructions to the Chinese Minister in Washington. If at such time so determined the issue of such bonds on the terms named herein or agreed upon would be impossible, then in such case the Government and the Corporation shall agree upon a mutually satisfactory plan of temporary financing under an agreement to be negotiated at the time.

If, however, subsequent to any agreement having been reached for the Corporation to issue bonds hereunder and before the publication of the prospectus for such issue or for any series thereof, any political or financial crisis should arise affecting the money markets or the price of Chinese Government securities so as to render impossible in the opinion of the Corporation the successful issue of the bonds at the time agreed upon, then the Corporation upon consultation with the Government respecting the period of time shall be granted a reasonable extension for the performance of its contract. If, within the time limit to be arranged, the issue of Chinese bonds on the conditions hereinbefore stated should be impossible as aforesaid, then the Government and the Corporation shall agree on a mutually satisfactory plan for temporary financing to provide, as far as possible, for the uninterrupted continuance of construction.

8. Under extraordinary circumstances, should the bond issue or temporary financing or advancing be impracticable, and/or in case the Corporation has made previous advances and/or bond issues and then is unable to make further advances, after one (1) year this loan may be declared concluded and the Government will repay the

時期債券難以按照本合同規定之辦法發行時得由政府與公司商定雙方滿意之暫時籌款辦法一切條件屆時另議倘若公司發行債券條件業已議妥之後而於該項債券發售之通告未發布之前政治上或財政上有特別搖動致有妨礙於金融市面或中政府擔保品之價值因此公司以爲按照定期發行債券難獲完全之效果則公司得商請政府對於時期應予以相當之展限以利合同之履行若在此限期之內中國債券按照前述之規定仍以上述之原因不能發行政府與公司應雙方妥議暫時籌款辦法力圖工程不致中止

(八) 如因特別事故債券發行或臨時籌款或墊款不克實行時如公司業曾交付墊款或已發行債券而不能繼續墊款則於一年之後本合同可聲明中止政府須於三個月內償還所有墊款或所有已發出之債券暨

advances, if any, and/or bond issues, if any, together with the legitimate interest within three (3) months, after which the contract shall become null and void.

9. All details of the prospectus for the present issue and any other issues, and of loan service, not provided for specifically herein shall be arranged by the Corporation in consultation with the Chinese Minister at Washington.

ARTICLE II.

1. The rate of interest for the present issue shall be Seven per cent. (7%) per annum computed from the dates of the bonds, which dates shall be the dates of issue. It shall be paid semi-annually in the manner hereinafter provided. Unused funds on fixed deposit in China with the International Banking Corporation shall bear interest at current rates, and the unused balance deposited in America shall bear interest at the rate of Two per cent. (2%) per annum.

2. After the appointment of a Director General for this work the Corporation will place said advancement, and after issue or issues of bonds the proceeds thereof, to the credit of the Grand Canal Conservancy Account, to be transferred to China in necessary instalments from time to time through and to be held on deposit in China with the International Banking Corporation pending their transfer to the works. When, after the appointment of the Director General and the Chief Engineer, it shall be possible to proceed with improvement work, there shall be transferred to the International Banking Corporation at Tientsin or Shanghai and put to

應得之利息經此手續

後本合同即廢止無效

(九) 此次及其他發行之

債券並本借款債券發

行之通告其一切內容

凡未經本合同特別規

定外應由公司與駐美

華使商酌規定

第二條

(一) 此次發行債券之利息以年息七釐核算自債券所填日期起算即作

爲發行日期每半年付息一次按照本合同篇後規定辦理凡存於中國

花旗銀行未經動用之常期存款應照時價息率計利凡存於美國未經

動用之餘款以年息二釐計算

(二) 關於本工程之督辦派定以後公司即將該墊款並發行債券後之收

入撥存運河水利帳下以需用之多寡由花旗銀行隨時撥滙中國存放

以備轉滙工程地點督辦及總工程師派定之後如工程可以進行即應

the credit of the Grand Canal Conservancy Account a sum sufficient to meet six (6) months estimated expenditure in advance, which sum shall be determined by the Chief Engineer in consultation with the Contractors and submitted to the Director General for approval, and shall be maintained by subsequent monthly transfers so that so far as possible there will always be six (6) months estimated expenditure in China on deposit with the International Banking Corporation.

3. Working funds transferred to the works shall be deposited in and operated through some responsible bank in China designated by the Government.

4. The cost of all transfers of all funds of whatsoever nature to, from, and in China shall be borne by the Government and included in the rate of exchange to be settled either on the date of transfer or prior thereto as mutually agreed upon between the Government and the International Banking Corporation.

5. The Government shall at all times during construction keep the Contractors in funds to meet expenses under this contract, and the Contractors shall, not less than Seven (7) days before the end of each month, furnish the Director General with a lump-sum requisition showing the amounts required to be expended for all purposes of the contract work during the then ensuing month. Such requisitions shall be paid by the Auditor to the Contractors minus any balances then in the hands of the Contractors not then expended, after they have been approved by the Chief Engineer and signed by the Director General to signify his approval. Thereupon the Contractors shall expend the

匯交天津或上海之花旗銀行存於運河水利帳下足敷六個月預計之經費其預算數目由總工程師與包工工程師商議後規定由督辦核准此後按月繼續匯撥總使中國花旗銀行常存有六個月之用款

(三) 工程經費之撥入工程地點應存放於政府指定在中國之殷實銀行經理之

(四) 關於本借款不論關於何種性質之款項自美至華自華至美及在華往返一切滙費統由政府擔任包括於兌換費以內該項兌換費或於滙款日折算或於滙款前折算均由政府與花旗銀行商定

(五) 在工程時期以內政府應常使包工工程師有款項以備本合同所指之支用包工工程師於每月月終至遲於一星期前應將來月關於所包工程應用之費預算大概具領經督辦發交總工程師核覆呈准簽字之後應由總稽核付給如手內尚存有餘款應即照扣包工工程師領款之後祇可照第十六條所規定之計畫並

same only in accordance with the plan prepared and agreed upon as stipulated in Article VI. Funds for the general expense of the Head Works Bureau hereinafter referred to shall be held by the Accounting Department of the Head Works Bureau. A budget of the general expense for each ensuing month shall be agreed upon by the Auditor and Contractor and disbursed by the Auditor upon requisitions approved and signed by the Director General.

6. The Canal Head Works Bureau and Canal Conservancy Bureau and the Contractors shall at all times keep proper and correct books in English, showing all transactions of income and expenditure in detail and by items, and both parties shall always have access to and the right to inspect such accounts.

ARTICLE III.

1. The term of this present issue shall be Twenty (20) years. This issue shall be redeemed in Fifteen (15) equal, annual installments, dating from the expiry of the fifth year of the issue, by drawings which shall be held in New York at the National City Bank of New York, which is hereby appointed Trustee for the bondholders, in conformity with the Amortisation Table annexed hereto. The serial numbers of bonds drawn shall be published in Four (4) daily news-papers at the cost of the Corporation. All interest and amortisation payments shall be made in gold, by the National City Bank, and at such places as may be designated by it in such public notice. Bonds presented for payment must be surrendered together with their proper coupons if any. Interest on drawn bonds ceases on the day of drawing.

所訂之辦法支用總工程局應用經費由該局之會計科掌理每來月之應用經費預算冊應經總稽核與包工工程師之同意由總稽核呈准督辦簽字之具領支付

(六)總工程局運河水利局與包工工程師平時均應用正當合式之簿記用英文登載進出帳目詳細分項清記雙方均有隨時查閱帳目之權

第三條

(一)本次發行之期限為二十年本發行額自發行第五年終起歸十五個年平均分批按照本合同所附之還款表償還用抽籤之法應在紐約城市銀行舉行該銀行即受委任為債權者之代表抽籤抽出之號碼由公司出費登入日報四種償還之本息均以金幣核算由城市銀行於預先佈告之指定地點支付請付之債券應與所有息票同時繳出抽出之券其利息以抽籤之日為止

2. For reimbursement in connection with the payments of interest and repayments of principal of the loans the National City Bank of New York shall receive a commission of one-quarter of one per cent. ($\frac{1}{4}\%$) from the Government on the annual loan service, such commission to be paid half-yearly simultaneously with the interest payments and repayments of principal in accordance with the Amortisation Table hereto annexed.

3. If after five (5) years from the respective dates of these loans the Government should desire to redeem the whole or any portion thereof not then redeemed it may do so by paying an addition of One and one-half per cent. ($1\frac{1}{2}\%$) on the par value of the bonds not then redeemed. But in each and every case of such extra redemption the Government shall give six (6) months previous notice in writing to the Trustee, and such extra redemption shall be effected by additional drawings, as provided for in the prospectuses of the loans. The redeemed bonds and interest coupons, if any, will be received and cancelled by the Trustee when they shall be presented for payment at the place designated by the Trustee.

4. A loan service Account shall be established and maintained in the International Banking Corporation, Peking, during the life of the loan subject to the order of the Auditor. In this Account shall be deposited from the Special Revenue Account hereinafter referred to Fifteen (15) days before each due date, amounts in silver sufficient to meet the interest and amortisation payments in gold dollars in New York, or in gold of the national currency of such other places as may be designated by the Trustee, which shall be transferred

(一) 紐約城市銀行爲經理關於本借款付息並償本事應得政府每年借款項內經手費萬分之二十五該項經手費應與按照所附還款表之本利款項同時每半年結算一次

(二) 於各批借款日期後五年如政府欲將未經贖回借款之全數或其一部分提前贖回則應照未曾贖回之券面額另加給予千分之十五每次逢此種特別贖回時政府應於六個月以前正式函知債權者之代表贖回法用舉行額外抽籤按借款之通告書辦理贖回之券於代表人指定地點支付所有贖回之券連所有之息券即由代表同時收銷

(四) 借款期內應於北京花旗銀行特開一借款帳戶歸總稽核接洽每次應償本利期前十五日應由本合同所指之特別收入帳戶內提劃若干銀幣存入借款帳下足敷在紐約折合金幣或其他由代表人指定之地

to place of payment through the International Banking Corporation. If the Funds of the Special Revenue Account should be insufficient, the deficiency will be made up by funds transferred from the Stamp Duties, or in defect thereof from other sources. Said loan Service Account shall at all times be sufficient in amount for six (6) months use.

點折合該處幣制支
付本利之用該款應
由花旗銀行匯至支
付地點倘特別收入
帳下之款不足此用
其欠缺數目應由印
花稅項下撥款補足
或仍不足則再由他
項補之上述之借款
帳戶平時存款數目
應足敷六個月之用

ARTICLE IV.

1. This loan and all advances and temporary financing are hereby secured by:—

(a) The lands to be reclaimed by the work done hereunder owned by the Government, which the Government declares to be approximately Three Hundred Thousand (300,000) mow, and all revenues derived or to be derived by the Government from Government lands affected by the work, also all proceeds from the sale, lease, and/or taxation of all reclaimed and/or improved lands, as well as any special taxes which may be levied by the Government on lands benefited by this work.

(b) All taxes derived or to be derived from all other lands affected by this improvement, which the Government estimates to be an approximate area of Five Hundred Thousand (500,000) mow.

The Government hereby certifies that the estimated area of the above-named districts amounts approximately to Eight Hundred Thousand (800,000) mow, and the area is to be confirmed by a map after an actual survey and furnished the Corporation.

(c) All tolls and taxes derived or to be derived from the use of the section of the Grand Canal improved

第四條

(一) 本借款及一切墊款並臨時籌款各項以左列者為擔保品
(甲) 由本工程潤復之官地政府聲明約有三十萬畝並與工程有關係之官地以內由政府現徵或將徵之一切收入及一切潤復與改良地畝之變價招租稅項之收入及政府於受益地畝一切特別征收之收入
(乙) 與本工程有關係之一切非官地之政府現徵或將徵之一切收入此項地畝政府估計概數為五十萬畝
(丙) 於借款期內利用本合同所載所整理之運河為政府現收及將收入之備交公司
一切捐稅

under this contract, during the life of this loan.

(d) All property purchased or constructed with loan funds.

2. The foregoing property and revenues are not now pledged for any other loan or financial obligation, and so long as this loan or any part thereof shall remain unredeemed, it shall have priority both as regards principal and interest over all future loans and obligations charged thereon and said security shall not be impaired or injured by taxes, likin, imposts, royalties, or in any other manner.

3. All receipts in connection with the securities above mentioned shall be handled by the Head Works Bureau during construction and by the Conservancy Bureau hereinafter mentioned, during the remainder of the life of the loan, and shall be transferred by the Bank of China, if practicable, to and be deposited in a Special Revenue Account in the International Banking Corporation, Peking, Shanghai and/or Tientsin, pending transfer to the Loan Service Account as above mentioned on the order of the Auditor to meet payments due for interest and amortisation. After providing for said loan Service Account, any surplus left from said receipts shall be used, first for the maintenance of the Canal, which shall be maintained in good condition, and second, to be placed at the disposal of the Government.

4. Should the revenue herein pledged be insufficient to meet the amounts required for interest, amortisation, loan service, exchange, maintenance of the Canal, or any other obligation of this contract, the Government hereby agrees to make up the deficiency from other sources, and among them specially allocates

(丁)用借款購置之一切財產
(二)前列一切財產並收入並未抵押他項借款或經濟義務本借款全數或一部分未經還清以前本借款無論本息對於後來以此項擔保品擔負之一切借款與義務應佔有優先權此項擔保品不得以捐稅釐金統捐等損害之

(三)前列各項擔保品之一切收入於工程時期由總工程師經營於工程完竣之後而於本借款期限以內按本合同之規定由水利局經營如中國銀行可行時應由該行匯存北京上海或天津花旗銀行特別收入帳下以待總稽核按以上之規定轉滙至借款帳下以作償還本息之用如一切收入款項除償還借款帳外尙有餘款應先儘修養運河之義務使運河臻於完全齊整之境再行撥交政府支用
(四)如擔保之一切收入不敷償還本息滙費以及借款事務等費用與修養運河及支付關於本借款別項擔負時政府聲明以其他款項補足之此款內特於一千九百二十一年十月二十一日所公布施行之印花稅收

for this purpose a sufficient portion of the Stamp Duties levied by virtue of an Act promulgated on October 21, 1912, called the "Yin Hua Shui" as a reserve fund which is free from all encumbrance excepting a pledge of Five Hundred Thousand Dollars (Py. \$500,000) local currency which is set aside as a reserve fund secondary to the Deeds Tax for a domestic loan; and during the life of this loan nothing shall be done with respect to the Stamp Duties which will in any way impair the value or safety of the reserve fund hereby provided.

ARTICLE V.

1. The Siems-Carey Railway and Canal Co. is hereby recommended and accepted as the Contractor for the work of improvement of the Grand Canal provided for under this contract. It shall have charge and control of everything in connection with the engineering and construction work, shall perform the same efficiently, economically and speedily according to plans made by the Chief Engineer and approved by the Director General who shall send them to the Contractors for their approval and execution; shall make all purchases, carefully storing, protecting and issuing for use all purchases during construction; and shall receive as their sole remuneration a sum equal to Ten per cent. (10%) of the total amount expended for all purposes including head-office expenses, as profits, which sum shall be paid to the Contractors in monthly payments at the end of each month's work, requisitions therefor being based on accounts approved by the Auditor and submitted to the Director General for his approval and signature.

入項下備一充足部分爲預備金
專供此用此項印花稅除銀幣五
十萬元已爲驗契費附屬預備金
抵押內國公債外並無他項牽累
在本借款期限內對於此項印花
稅不得有損害該項預備金之價
值或穩固

第五條

(一) 本合同所規定整理運河之工程推准裕中公司承辦該公司須經管關於工程建築一切事宜應從迅速堅實節省方面按照總工程師所擬經督辦批准後交包工工程師復核呈准施行之計畫實行其工務應購辦材料小心收藏保存工程期內將所購材料隨需發用得收受一項勞金其數等於一切支用款項包括總局用款總數之百分之十作爲報酬此款於每月抄結算根據簿記具領呈由督辦發交總稽核復呈准支付

2. The Government will provide sufficient protection for the work and all properties of the Contractors and/or Corporation as well as for Chinese and foreigners employed thereon.

3. In the purchase of materials preference shall be given to Chinese materials when price and quality are at least equal; otherwise American materials and machines may be used when the price does not exceed the price of the same quality in other foreign markets.

4. All necessary imports for the purpose of this improvement shall be exempt from duties, taxes, and imposts.

5. The work on the Shantung section shall be completed within Thirty (30) months from the date of payment of the first estimate to the Contractors, unless delayed by some unforeseen occurrence.

ARTICLE VI.

1. The Director General is hereby appointed by the Government and acts as its representative respecting the work to be done hereunder. He shall, upon the commencement of this work, establish at Tsi-ning-hsien and maintain there or at such other place as may be convenient, a bureau known during construction as the Head Works Bureau and afterwards during the life of the loan as the Canal Conservancy Bureau. In this Bureau there shall be Three (3) responsible departments, viz. :-

(1) A General Affairs Department with an officer in charge appointed by the Director General. This department shall take charge of all work in connection with miscellaneous affairs.

- (二)對於一切工程與包工工程師或公司之財產並工程上華洋人員政府應施切實之保護
- (三)關於購辦材料如價值與物質相等應予中國物料以優先權否則用美國材料與機器但其價格不得過他國同等貨之價格
- (四)關於本整理必需之各項物料應准免進口稅及各種捐稅
- (五)山東省內之一段工程應自支撥包工工程師第一批估價日期起除遇異常事變之阻誤限三十個月竣工

第二十六號 中美運河七歲金幣借款合同 民國六年

第六條

- (一)督辦由政府派任代表政府辦理關於本合同之工程於工程開辦時該督辦應即於濟甯縣或其他便利地方設立機關在工程期內稱名曰總工程局此後於借款期內曰運河水利局應設三科公同負責如下
- (甲)總務科由督辦委派主任一人綜其事本科經管關於總務一切事宜

(2) An Engineering Department in charge of an American Chief Engineer during and until completion of construction, and afterwards during the life of any and all bonds, in charge of a Chinese Engineer.

Both engineers shall be appointed, removed, and/or replaced by the Director General upon consultation with and/or upon the recommendation of the Corporation, and shall always be persons nominated by the Corporation and whose professional reputation and experience are first-class.

During construction said American Chief Engineer shall be the Inspector and Consulting Engineer of the Government for this work. He shall, with the approval of the Contractors, make all plans of improvement and drainage contemplated. If the work planned appears not feasible or the cost not reasonable to the Contractors, the Director General will cause the plans to be revised to make them feasible and the cost reasonable as aforesaid. The work must be performed to the satisfaction of the Chief Engineer, and he shall have power to refuse his approval to lump-sum requisitions until he is satisfied that the work is or will be performed according to the plans above specified. The Director General's approval and signature must be obtained by the Chief Engineer on all lump-sum requisitions of the Contractors. The Director General or his representative shall have full powers of inspection of the work at any time. Upon completion of the Canal improvement work, the Chinese Chief Engineer will supervise the maintenance of the Canal, which shall be maintained in good condition.

(乙) 工程科在工程建築以迄工程完竣期內由美國總工程師一人主任此後在債券期內則由一中國工程師主任
以上兩工程師均須由督辦商諸公司或經公司之薦舉後委任之或更換之其人均須為公司所薦者名譽經驗應操上乘
在工程期內上稱之美國總工程師即為政府辦理本工程之總稽查并諮詢工程師經包工工程師之認可應規畫關於整理並溝洫之一切計畫倘所規畫之工程在包工工程師視為難行或其價值不當時則督辦必令其將計畫重行審定臻於計畫可行並其價值相稱實施之工程務得總工程師之滿意倘總工程師以為所施或將施之工程不能符合上述之計畫因之不滿意時得有否認包工工程師具領整款之權包工工程師之整款具領單應得有總工程師呈准督辦之簽字無論何時督辦或其代表操有檢查工程之全權一俟運河整理告竣運河之修養事宜即由中國總工程師監理務使運河臻於善狀

(3) An Accounts Department in charge of an American Auditor, appointed, removed, and/or replaced by the Director General upon consultation with and/or upon the recommendation of the Corporation, and who shall always during the life of the loan be an American nominated by the Corporation.

This Auditor shall have charge of all receipts and disbursements in connection with the fulfillment of this agreement and shall supervise the collection of the revenues pledged excepting the Stamp Duties during the life of the loan. He shall attend to the transfers of funds to, from, and in China. He shall make all withdrawals of loan funds; but only upon requisitions bearing the proper signatures herein provided for. He shall, as herein stated, handle the payment of the interest and amortisation charges, the payment of maintenance and operating costs, and turn over the balance of the revenue above the amount required to be kept in the Loan Service Account to the Government.

2. Should the American Auditor have suggestions to make regarding the revenues he may lay them before the Director General who shall, if they are practicable, put them into execution.

3. No subordinate officer shall be appointed in any of said departments until after the approval of the Director General has been secured.

4. Should the Government desire to engage advisers relating to the reclaiming of land, managing reclaimed land, and developing the communication facilities of the Grand Canal, it will request the Corporation to recommend suitable persons for approval and appointment.

(丙)會計科由美國總稽核一人主任由督辦商諸公司或經公司之推薦後委任之退斥之或更換之在借款期內總稽核必須為一美國人而經公司推薦者該總稽核應管理關於履行本合同所有一切收入並支出並於借款期內監察各項擔保品之收入印花稅不在此例凡由外匯華由華匯外並在中國之匯劃款項事應由總稽核經理之借款款項均歸總稽核提取但提取時須持有本合同所定之正當簽字具領單此外如本合同所述之本息之支付修養費與經常費之支給並將收入款項除應存入借款帳項外之餘數撥還政府等事均歸總稽核管理

(二)倫總稽核對於擔保品收入事有所建議得陳請督辦如可實行督辦應予以實施

(三)各科職員非經督辦核准不得委派

(四)政府對於涸復地畝與涸復地畝之管理並運河交通機關之發展事如願聘用顧問時得託公司推薦相當人員擇尤委任

5. The salaries of the Chief Engineer and Auditor shall be arranged between the Director General and the Corporation.

ARTICLE VII.

1. If there should be a breach of this agreement, then all the revenues pledged as security shall, upon request of the Corporation, be transferred to and administered by the Corporation or the Maritime Customs in the interest of the bondholders.

ARTICLE VIII.

1. In the event of any bond or bonds issued by this loan being lost, stolen, or destroyed, the Corporation may notify the Chinese Minister at Washington who shall authorize the Corporation to insert an advertisement in Four (4) newspapers stating that the payment of such bond or bonds had been stopped, and to take such other steps as may appear advisable or necessary according to the laws and 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 fixed by the Corporation, the Chinese Minister at Washington shall execute a duplicate bond or duplicate bonds for a like amount and deliver the same to the Corporation, representing the owner or owners of such lost, stolen or destroyed bond or bonds, which Corporation 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.

2. All bonds, coupons, and payments made and received in

(五)總工
程師及
總稽核
之薪額
由督辦
與公司
會商酌
定

第七條

(一)如本合同有背約時則爲債權者利益起見各項抵押作擔保品之收入經公司聲請應即交予公司或稅務司管理之

第八條

(一)本借款發行之債券倘有遺失或被竊去或經毀壞等事公司可隨時知會中國駐華盛頓公使由該公使允准公司於四種通行報紙刊登告白聲明該項債券支付之停止並准按各該國法律或習慣之所宜施行別種手續若債券已經毀壞或所失竊之券已過公司所定期限仍未覓回則中國駐華盛頓公使應照原額補給副券送交公司即該項被竊遺失或毀壞債券券主之代表關於送交與補給該副券一切費用概由公司代該券之券主擔任
(二)一切債券息券以及關於本債務之出入款項在本借款流動時

connection with the service of this loan shall be exempt from all Chinese taxes and imposts during the currency of this loan.

內概應
特准豁
免中國
各項釐
稅雜捐

ARTICLE IX.

1. Of the Six Million Dollars (G\$6,000,000) of bonds to be issued, Three Million Five Hundred Thousand Dollars (G\$3,500,000) shall be issued in America and Two Million Five Hundred Thousand (G\$2,500,000) thereof may be issued elsewhere. Any portion or series thereof and any increase thereof shall be issued in the same proportion.

2. The Corporation may, with the approval of the Chinese Government, transfer or delegate any part of its rights and powers hereunder, provided that the control of the Engineering Department, Accounts Department, and Contracting control shall not be transferred or delegated to any foreign national other than American.

第九條
(一)發行之金幣六百萬元債券其二百五十萬應於美國發行其餘二百五十萬可於他處發行每部分或每批或以後之增加其發行比例皆以此為準
(二)公司得政府核准後可轉讓或托付其一部分之權利但經管工程科會計科及承辦包工之權利除美國人民外不得轉讓與託付與他國人民

ARTICLE X.

1. In the event that in the future money is to be borrowed to improve the section of the Grand Canal from Tai-Chuang to Chinkiang in Kiangsu Province, application therefor will be first made to the American International Corporation.

第十條
(一)以後若遇借款整理江蘇省內自台莊至鎮江之一段運河時應先向廣益公司商定

ARTICLE XI.

1. This agreement shall be executed in quadruplicate in the Chinese and English languages, each text being a correct translation of the other. In the event of any dispute arising at any time respecting the construction or meaning of this agreement, the English text shall prevail.

第十一條
(一)本合同應繕寫華英文各四分互相對譯俟後對於構結意義如有爭論須以英文為準

第二十六號 中美運河七釐金幣借款合同 民國六年

2. One copy of both Chinese and English texts of this agreement shall be delivered to and held by each of the following:—

- (1) The Directorate General of Flood Relief and Conservancy.
- (2) The Ministry of Foreign Affairs.
- (3) The American Legation, Peking.
- (4) The Corporation.

ARTICLE XII.

1. This agreement shall take effect on the date of transmission of a copy thereof by the Ministry of Foreign Affairs of the Government to the Legation of the United States of America at Peking.

In Witness Whereof, the Government of the Republic of China and the American International Corporation have caused this instrument to be executed by the Director General of Flood Relief and Conservancy and the Representative of the Corporation respectively at Peking, China, this 20th. day of November, A. D., 1917.

Republic of China,

By its Director General of Flood Relief and Conservancy,

Hsiung Hsi-Ling.

American International Corporation,

By its duly authorized representative,

W. F. Carey.

Witnesses:

F. C. Hitchcock.

T. S. Wei.

(一) 本合同華英文各一

分須交存

(甲) 督辦水災河工善

後事宜處

(乙) 外交部

(丙) 北京美國使署

(丁) 公司

第十二條

(一) 本合同以政府外交部正式致交北京美國使署之日發生效力中華民國政府與廣益公司證明本合同雙方之同意特准

督辦水災河工善後事宜處與廣益公司代表於一千九百十七年十一月二十日在中國北京簽訂

中華民國政府督辦水災河工善後事宜處熊希齡
廣益公司正式代表 W. A. Carey.

證人 T. S. Wei.

F. C. Hitchcock.

THE CHINESE GOVERNMENT GRAND CANAL IMPROVEMENT
SEVEN PER CENT. (7%) GOLD LOAN OF 1917.

AMORTIZATION TABLE.

From date (½ yearly)	Amount of Loan outstanding	Interest payable ½ yearly	Amortisation ; yearly payments	Loan Service ¼% Commission	Total payments due ½ yearly
½ year	\$6,000,000	\$210,000	.....	\$ 525	\$210,525
1 "	6,000,000	210,000	.....	525	210,525
1½ "	6,000,000	210,000	.....	525	210,525
2 "	6,000,000	210,000	.....	525	210,525
2½ "	6,000,000	210,000	.....	525	210,525
3 "	6,000,000	210,000	.....	525	210,525
3½ "	6,000,000	210,000	.....	525	210,525
4 "	6,000,000	210,000	.....	525	210,525
4½ "	6,000,000	210,000	.....	525	210,525
5 "	6,000,000	210,000	.....	525	210,525
5½ "	6,000,000	210,000	.....	525	210,525
6 "	6,000,000	210,000	\$400,000	1,525	611,525
6½ "	5,600,000	196,000	.....	490	196,490
7 "	5,600,000	196,000	400,000	1,490	597,490
7½ "	5,200,000	182,000	.....	455	182,455
8 "	5,200,000	182,000	400,000	1,455	583,455
8½ "	4,800,000	168,000	.....	420	168,420
9 "	4,800,000	168,000	400,000	1,420	569,420
9½ "	4,400,000	154,000	.....	385	154,385
10 "	4,400,000	154,000	400,000	1,385	555,385
10½ "	4,000,000	140,000	.....	350	140,350
11 "	4,000,000	140,000	400,000	1,350	541,350
11½ "	3,600,000	126,000	.....	315	126,315
12 "	3,600,000	126,000	400,000	1,315	527,315
12½ "	3,200,000	112,000	.....	280	112,280
13 "	3,200,000	112,000	400,000	1,280	513,280
13½ "	2,800,000	98,000	.....	245	98,245
14 "	2,800,000	98,000	400,000	1,245	499,245
14½ "	2,400,000	84,000	.....	210	84,210
15 "	2,400,000	84,000	400,000	1,210	485,210
15½ "	2,000,000	70,000	.....	175	70,175
16 "	2,000,000	70,000	400,000	1,175	471,175
16½ "	1,600,000	56,000	.....	140	56,140
17 "	1,600,000	56,000	400,000	1,140	457,140
17½ "	1,200,000	42,000	.....	105	42,105
18 "	1,200,000	42,000	400,000	1,105	443,105
18½ "	800,000	28,000	.....	70	28,070
19 "	800,000	28,000	400,000	1,070	429,070
19½ "	400,000	14,000	.....	35	14,035
20 "	400,000	14,000	400,000	1,035	415,035
		5,460,000	6,000,000	28,650	11,488,650

第二十六號
中美運河七釐金幣借款合同
民國六年

No. 27. AGREEMENT BETWEEN THE REPUBLIC OF CHINA AND THE AMERICAN INTERNATIONAL CORPORATION FOR A FURTHER LOAN FOR THE PRELIMINARY SURVEY OF THE GRAND CANAL OF ONE HUNDRED THOUSAND DOLLARS GOLD, 7th. APRIL, 1920.

This instrument negotiated and signed this 7th. day of April, 1920, by the Republic of China by its duly authorized and accredited representative therefor, Yung Kwai, Chargé d'Affaires ad interim, and the American International Corporation by its President Charles A. Stone, duly authorized thereto,

Witnesseth as follows :

Whereas, the Republic of China has requested that an additional loan be made to it by the American International Corporation, the proceeds thereof to be used in completing the work of the preliminary survey of the Grand Canal, as such work has been planned, initiated and prosecuted under the agreement of May 1, 1918, between the parties, and

Whereas, the American International Corporation is willing to accede to this request and to make to the Republic of China a gold loan to be used for the completion of such preliminary survey work as planned and initiated upon the same terms and conditions as those governing the loan already made for the same purpose under the agreement of May 1, 1918, as those terms were laid down in that agreement and as further detailed and defined, in part, in the letter of January 6th. 1919, to His Excellency Hsiung Hsi Ling from Mr. F. G. Hitchcock as Vice President of the Siems-Carey Railway and Canal Company.

Now Therefore, the parties here-to have agreed as follows :

於一九一九年正月六日致熊督辦函內之條件解釋更爲切實詳明故此雙方訂定以下之
訂之借款合同條件續借款項該合同除前議之條件外又加入裕中公司副經理郝哲克君
合同按照預定計畫完全辦終廣益公司因中政府之請允願遵照一九一八年五月一日簽
政府曾向廣益公司續請借款以便將雙方於一九一八年五月一日議訂之運河初步測量
府駐美代辦容揆爲代表一爲美國廣益公司授權於該公司總理史通爲代表因中華民國
本合同簽訂於一千九百二十年四月七日簽訂者一爲中華民國政府授權於中華民國政

第二十七號 辦理運河初步測量續借美金十萬元合同譯文

1. The American International Corporation will purchase at 99 a one year treasury note of the Republic of China for One Hundred Thousand U. S. Gold Dollars (G. \$100,000.00), the note to draw interest from date until paid at eight per centum (8%) per annum.

2. The Republic of China by and through its proper officer will execute and deliver to the American Legation in Peking for transmission by it to the American International Corporation, New York City, a one year treasury note of the Republic of China, which note shall be written in English, and in Chinese also if the Republic of China so desires, shall bear an even date with this agreement, and shall be in words and figures as follows :

“For value received the Republic of China promises to pay to bearer one year from the date hereof or thereafter on demand One Hundred Thousand Dollars (\$100,000.00) in gold coin of the United States with interest at the rate of eight per centum (8%) per annum, payable semi-annually from date until paid. All payments of principal and interest shall be made in U. S. gold coin at the National City Bank, New York City, United States of America”.

3. The American International Corporation will upon the signing of this agreement deposit with The National City Bank of New York, the sum to be realized from the sale of this note, this sum to become available for expenditure under this agreement upon the receipt by The National City Bank of notice transmitted through the American Department of State, of the deposit of the aforesaid treasury note with the American Legation at Peking.

條件

一 廣益公司願向中華民國購一年滿期之國庫券一紙共計美金十萬元九九交價由購券之日起每年八釐利息

二 中華民國政府由其相當官員備是項國庫券一紙交付北京美國使館轉由美外交部交與紐約城之廣益公司此項國庫券應用英文如中政府願中英文並列者亦可照辦惟須將本合同簽訂日期加上該庫券之式樣如下

三 中華民國政府允於本庫券發行日起至滿一年或一年以後憑券即付美金十萬元外加年息八釐每半年一付其本利須在美國紐約城之國家城市銀行以美幣付還

美外部接有照會此項庫券業由北京美使館收到後中國政府即可提用撥儲該銀行之款所有關於此券

The proceeds of this note are to be furnished, deposited withdrawn, handled, and expended in every respect and in all respects as were the funds realized from the loan agreement of May 1, 1918, as that agreement was further detailed and defined, in part, by the letter of January 6, 1919, to His Excellency Hsung Hsi Ling, Director General of the Grand Canal Improvement Board, from Mr. F. C. Hitchcock, as Vice-President of the Siems-Carcy Railway and Canal Company.

4. In all matters of interpretation of this agreement and of the treasury note, the English text shall prevail.

The Republic of China,
 By Yung Kwai, (Seal)
 Chargé d'Affaires ad interim.
 American International Corporation,
 By Charles A. Stone, President.

收入之款一切動用存放提取各手續悉照一九一八年五月一日之借款合同辦理因該合同自經裕中公司副經理鄒哲克君於一九一九年正月六日加入致熊督辦函內之條件後解釋更為切實詳明

四解釋本合同及國庫券之文字如有疑義應以英文為標準

(簽字)
 史容
 通揆

**No. 28. TREATY CONFIRMING THE APPLICATION OF A FIVE PER CENT
AD VALOREM RATE OF DUTY TO IMPORTATIONS OF GOODS INTO
CHINA BY CITIZENS OF THE UNITED STATES, 20th.
OCTOBER, 1920.**

Whereas, it was agreed by Article VI (e), 1, and 3, of the Final Protocol entered into between the Powers and China, concluded at Peking, September 7, 1901, that the import tariff on goods imported into China by sea should be an effective five per cent. ad valorem;

And Whereas, following the conclusion of said Protocol, and pursuant to the provisions of the first paragraph of Article XI thereof, a Treaty regarding Commercial Relations between the Government of the United States of America and the Government of China was concluded at Shanghai on the 8th-day of October, 1903, ratifications of which were duly exchanged on the 13th-day of January, 1904;

And Whereas, by Article V and Annex III of the said Treaty it was agreed that the tariff of duties to be paid by the citizens of the United States of America on goods imported into China should be as set forth in the schedule annexed to and made a part of that Treaty as Annex III thereof, subject only to such amendments and changes as were authorized by Article IV of that treaty or as might thereafter be agreed upon by the High Contracting Parties, and that the citizens of the United States of America should at no time pay other or higher duties on goods imported into China than those paid by the citizens or subjects of the most favored nation;

中國曾與各國於光緒廿七年七月二十五日在北京訂立和約其中第六款戊項第一條及第三條內開由海道運入中國之貨物其進口稅須切實值百抽五嗣經中美兩國政府查照該和約第十一款第一節所載於光緒廿九年八月十八日在上海訂立商約並於光緒廿九年十一月廿三日將該商約互換查該商約第五款及其附件第三曾經訂明美國人民在中國輸納之進口貨物稅則須載錄於該約附表之內作為附件第三而為該約全體之一分如有修改之處祇可按照該約第四款所載或照兩國彼此日後

第二十八號 修改通商進口稅則補約

第二十八號 修改通商進口稅則補約 民國九年

And Whereas, a Commission composed of delegates of the governments of the United States of America and certain other powers having treaties with China regarding the duties to be paid by their citizens or subjects on imports into China, and delegates of the Republic of China has, at various conferences held at Shanghai between the 17th. day of January, 1918, and the 20th. day of December, 1918, agreed upon a proposed revision of the import tariff of China to the end that the rate of duty may be an effective five per cent. ad valorem on all foreign merchandise imported into China;

And Whereas, the Government of the United States of America and the Government of the Republic of China desire to confirm the application of the proposed revised tariff of duties to importations of goods into China by citizens of the United States, the two Governments have determined to conclude this supplementary treaty, and have appointed for that purpose as their plenipotentiaries:

The President of the United States of America, Mr. Bainbridge Colby, Secretary of State of the United States; and

The President of the Republic of China, Mr. Vi Kyuin Wellington Koo, Envoy Extraordinary and Minister Plenipotentiary of the Republic of China at Washington;

Who, having met and duly exhibited to each other their full powers, which were found to be in proper form, have agreed upon the following articles:

所定辦理但訂明美國人民無論何時輸納稅項較之最優待國之人民所輸納者不得加重或另征迨至中華民國七年美國政府之委員及其他與中國有約各國政府之委員復以各該國人民應納之中國進口貨稅於是年一月十七日起至十二月二十日止與中華民國政府委員在上海歷次會議並將所擬修改中國進口稅則彼此同意以便使所有運入中國之外國貨物得征收切實價值百抽五之進口稅

茲因中華民國政府與美國政府允將所擬修改稅則施行於美民運入中國之貨物是以兩國政府決定訂立本補約並由

大中華民國
大總統特派駐美利堅合衆國特命全權公使顧維鈞爲中國全權
大總統特派外交總長柯爾培爲美國全權各將所奉全權互相較閱俱屬妥協會同訂定條款如左

ARTICLE I.

The tariff of duties, which under the provisions of Article V of the Treaty regarding Commercial Relations signed by the plenipotentiaries of the United States of America and China at Shanghai on the 8th. day of October, 1903, are annexed to and made a part of that treaty, as Annex III thereof, shall, beginning with the date of the exchange of ratifications of the present treaty, cease to apply to goods imported into China by citizens of the United States of America.

The rules attached to the schedule of duties annexed to the Treaty regarding Commercial Relations signed by the plenipotentiaries of the United States of America and China at Shanghai on the 8th. day of October, 1903, are amended as agreed upon by the High Contracting Parties and as so amended are hereunto annexed and continued in full force and effect.

ARTICLE II.

The tariff of duties and the rules hereunto annexed, shall, beginning with the date of the exchange of ratifications of the present treaty, be in full force and effect at the ports and places of China open to commerce with foreign countries, and beginning with the date of the exchange of ratifications the said duties shall be paid by citizens of the United States of America on goods imported into China, until modified or changed by agreement between the two High Contracting Parties; but the citizens of the United States of America shall at no time be required to pay other or higher duties on goods imported into China than are paid by the citizens or subjects of the most favored nation.

第一款

中美兩國之通商進口稅則曾經按照光緒廿九年八月十八日中美全權在滬所訂商約第五款所載附列於該商約之內作為附件第三而為該商約全體之一分茲定自本約互換之日起此項通商進口稅則對於美國人民運入中國之貨物不再適用至通商善後章程附於光緒廿九年八月十八日中美全權在滬所訂商約之附表者現經兩國政府同意修補並按照所修補者附於本約之後完全繼續有效

第二十八號 修改通商進口稅則補約

民國九年

第二款

本約所附通商進口稅則及章程應自本約互換之日起在中國與各外國通商各口岸及各地方發生完全效力非經雙方訂約修改所有美國人民運貨入中國應照本約所附稅則納稅但訂明美國人民無論何時輪納稅項較之最優待國之人民所輪納者不得加重或另征

ARTICLE III.

Except as provided in Articles I and II of the present treaty, the articles and provisions of the treaty signed at Shanghai, October 8, 1903, between the plenipotentiaries of the United States of America and China, shall continue in full force and effect, and the articles and provisions of the present treaty shall be read and construed as a supplementary treaty thereto, and shall be as binding and of the same efficacy as if they had been inserted therein.

第三款
除本約第一款及第二款所
規定者外所有光緒廿九年
八月十八日中美兩國全權
在滬所訂商約內開各條款
應繼續完全有效本約所載
各條款應作為該商約之一
種補約其效力應視同載入
該商約者一律

ARTICLE IV.

In the event of there being any difference of meaning between the English and Chinese texts of the present treaty, the English text shall be held to be the correct one.

This treaty and the tariff of duties and rules hereunto annexed shall be ratified by the two High Contracting Parties in conformity with their respective constitutions, and the ratifications shall be exchanged at Washington.

In Testimony Whereof, the plenipotentiaries of the two High Contracting Parties, by virtue of their respective powers, have signed this treaty in duplicate in the English and Chinese languages, and have affixed their respective seals.

Done at Washington this twentieth day of October in the year one thousand nine hundred and twenty, corresponding to the twentieth day of the tenth month of the ninth year of the Republic of China.

(Seal) BAINBRIDGE COLBY

(Seal) VI KYUIN WELLINGTON KOO

第四款
本約之漢英文如有文義不同之處應以英文作為正義
本約及所附稅則與章程應由中美兩國各按照本國憲法批准並在
華盛頓都城互換
茲為昭信起見特由兩國代表各秉所受之權將本約之漢英文各二
份畫押蓋印
中華民國九年十月二十日
西歷一千九百二十年十月二十日
訂於華盛頓都城

ANNEX I.
IMPORT TARIFF.

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
COTTON AND COTTON GOODS.				
Cotton Piece Goods, Grey:—				
1	Grey Shirtings and Sheetings, not over 40 ins. by 41 yds.:			
	(a.) Weight 7 lb. and under.....	Piece	1.817	0.091
	(b.) " " over 7 lb. and not over 9 lb.....	"	2.681	0.13
	(c.) " " " 9 lb. and not over 11 lb.....	"	3.530	0.18
2	Grey Shirtings and Sheetings, not over 40 ins. by 41 yds. and with more than 110 threads per square inch:			
	(a.) Weight over 11 lb. and not over 12½ lb....	Piece	3.933	0.20
	(b.) " " " 12½ lb. and not over 15½ lb....	"	4.668	0.23
	(c.) " " " 15½ lb.	"	5.400	0.27
3	Grey Shirtings and Sheetings, not over 40 ins. by 41 yds. and with 110 threads or less per square inch:			
	(a.) Weight over 11 lb. and not over 15½ lb....	Piece	3.293	0.16
	(b.) " " " 15½ lb.	"	4.000	0.20
4	Drills and Jeans, Grey, not over 31 ins. by 31 yds.	"	2.960	0.15
5	Drills and Jeans, Grey not over 31 ins. by 41 yds.:			
	(a.) Weight 12¾ lb. and under...	Piece	3.900	0.20
	(b.) " " over 12¾ lb.	"	3.215	0.16
6	T-Cloths, Grey, not over 34 ins. by 25 yds			
	(a.) Weight 7 lb. and under...	Piece	1.722	0.086
	(b.) " " over 7 lb.	"	2.312	0.12
7	T-Cloths, Grey, over 34 ins. but not over 37 ins. by 25 yds.	"	2.900	0.15

第二十八號 修改通商進口稅則補約 民國九年

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Cotton Piece Goods, Grey (continued):—			
8	Imitation Native Cotton Cloth (including Machine-made), Grey, not over 24 ins. wide and with not more than 110 threads per square inch.....	Picul	32.400	1.60
9	Cotton Flannel or Flannelette of Plain or Twill Weave, Grey:			
	(a.) Not over 32 ins. by 31 yds....	Piece	3.484	0.17
	(b.) Over 32 ins. but not over 40 ins. by 31 yds.....	"	4.800	0.24
	Cotton Piece Goods, White or Dyed (irrespective of finish):—			
10	Plain White Shirtings and Sheetings, not over 37 ins. by 42 yds.	Piece	4.183	0.21
11	White Irishes, not over 37 ins. by 42 yds.....	"	5,096	0.25
12	Drills and Jeans, White, not over 31 ins. by 32 yds.	"	3.296	0.16
13	Drills and Jeans, White, not over 31 ins. by 42 yds.	"	4.348	0.22
14	T-Cloths, White, and Mexicans, not over 32 ins. by 41 yds.	"	3.614	0.18
15	Dimities, Piqués, Vestings, Quiltings, and Bedford Cords, White, not over 30 ins. by 30 yds.	Piece	4.749	0.24
16	Cambrics, Lawns, and Muslins, White, Plain, not over 46 ins. by 12 yds.....	"	0.810	0.041
17	Cambrics, Lawns, and Muslins, White, Figured, not over 46 ins. by 12 yds.....	Value	5 per cent.	.....
18	Cambrics, Lawns, and Muslins, Dyed, Plain or Figured, not over 46 ins. by 12 yds.....	"	"	.....
19	White or Dyed, Plain or Figured Muslins, Lawns, Cambrics, Linbrics, Pongees, Brocades, and Striped, Spotted, Corded, and Figured Shirtings:			

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Cotton Piece Goods, White or Dyed (continued):—			
	(a.) Not over 30 ins. by 31 yds.	Piece	4.443	0.22
	(b.) Over 30 ins. but not over 37 ins. by 42 yds.	"	5.000	0.25
20	Lenos, White or Dyed, not over 31 ins. by 30 yds.	"	2.161	0.11
21	Leno Brocades, White or Dyed....	Value	5 per cent.	.....
22	Dyed Shirtings and Sheetings, Plain:			
	(a.) Not over 30 ins. by 33 yds.	Piece	2.7555	0.14
	(b.) Not over 30 ins. and over 33 yds. but not over 43 yds.	Piece	3.5905	0.18
	(c.) Not over 36 ins. by 21 yds.	"	2.1048	0.11
	(d.) Not over 36 ins. and over 21 yds. but not over 33 yds.	"	3.20759	0.17
	(e.) Not over 36 ins. and over 33 yds. but not over 43 yds.	"	4.30989	0.22
23	Dyed Drills and Jeans, Plain:			
	(a.) Not over 31 ins. by 33 yds.	Piece	3.600	0.18
	(b.) Not over 31 ins. and over 33 yds. but not over 43 yds.	"	4.676	0.23
24	Dyed T-Cloths, Embossed Can- toons, Alpaccanos, Real and Imita- tion Turkey Reds, not over 32 ins. by 25 yds.:			
	(a.) Weight $3\frac{1}{4}$ lb. and under...	Piece	1,889	0.094
	(b.) " over $3\frac{1}{4}$ lb but not over $5\frac{1}{2}$ lb....	"	2.400	0.12
	(c.) " " $5\frac{1}{2}$ lb.	"	3.320	0.17
25	Mercerised Grimps, White, Dyed, or Printed, Plain or Figured, not over 32 ins. by 32 yds.	"	5.478	0.27
26	Oatmeal Crapes, White or Dyed, Plain or Figured, not over 33 ins. by 33 yds.	Piece	5.265	0.26
27	Cotton Crape (excluding Oatmeal Crapes), Grey, Bleached, Dyed,			

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Cotton Piece Goods, White or Dyed (continued :—)			
	Printed, or Dyed in the Yarn :			
	(a.) Not over 15 ins. wide.....	Value	5 per cent.	.....
	(b.) Over 15 ins. but not over 30 ins. wide.....	Yard	0.106	0.0053
28	Lastings, Italians, Satteens, Ribs, Cords, Moreens, Beatrice Twills, Tientsin Twills, Satteen Drills, Satteen Stripes, Repps, and Imitation (Wet-faced) Venetians, White or Dyed, Plain or Figured, not over 33 ins. by 33 yds.	Piece	4.540	0.23
29	Poplins and Venetians, White or Dyed, Plain, not over 33 ins. by 33 yds.....	"	8.0946	0.40
30	Poplins and Venetians, White or Dyed, Figured, not over 33 ins. by 33 yds.	"	10.000	0.50
31	Cotton Flannel or Flannelette of Plain or Twill Weave :			
	(1.) White, Dyed, or Printed, or Dyed in the Yarn, exclusive of Duplex or Reversible Prints :			
	(a.) Not over 25 ins. by 15 yds.	Piece	1.400	0.07
	(b.) Over 25 ins. but not over 30 ins. by 15 yds.	"	1.700	0.085
	(c.) Over 25 ins. but not over 30 ins. by 31 yds.	"	3.600	0.18
	(d.) Over 30 ins. but not over 36 ins. by 15 yds.	"	2.000	0.10
	(e.) Over 30 ins. but not over 36 ins. by 31 yds.	"	4.300	0.22
	(2.) Duplex or Reversible Prints	Value	5 per cent.	.....
32	Dyed Cotton Spanish Stripes :			
	(a.) Not over 32 ins. by 20 yds.	Piece	2.241	0.11
	(b.) Over 32 ins. but not over 64 ins. by 20 yds.	"	4.482	0.22
33	Dyed Cotton Velvets and Velveteens, Plain, not over 26 ins.			

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Cotton Piece Goods, White or Dyed (continued) :—			
	wide.....	Yard	0.2884	0.014
34	Cotton Velvets and Velveteens, Printed, Figured, or Embossed, Velvet and Velveteen Cords, Corduroys, Fustians, Moleskins, and Plushes.....	Value	5 per cent.	.....
35	Canvas, Cotton (including Cotton Duck), for Sails, etc.....	Yard	0.300	0.015
36	Stockinet or Knitted Tissue :			
	(a.) Raised.....	Picul	44.000	2.20
	(b.) Not Raised.....	Value	5 per cent.	.....
	Cotton Piece Goods, Printed :—			
37	Printed Cambrics, Printed Lawns, Printed Muslins, Printed Shirts, Printed Sheetings, Printed T-Cloths (including those known as Blue and White Printed T-Cloths), Printed Drills, Printed Jeans, Printed Diagonal Twills, Twill Cretonnes, Printed Silesias, Printed Repps (excluding Repp Cretonnes):			
	(a.) Not over 20 ins. wide.....	Value	5 per cent.	.....
	(b.) Over 20 ins. but not over 46 ins. by 12 yds.	Piece	1.020	0.051
	(c.) Over 20 ins. but not over 32 ins. by 30 yds.	"	2.302	0.12
	(d.) Over 32 ins. but not over 42 ins. by 30 yds.	"	3.094	0.15
	Printed Mercerized Grimps. See No. 25.			
38	Printed Oatmeal Crapes and Oatmeal Crape Cretonnes, not over 32 ins. by 30 yds.	Piece	2.705	0.14
	Printed Cotton Crape. See No. 27.			
39	Printed Turkey Reds, Real and Imitation, not over 31 ins. by 25 yds.....	"	2.068	0.10

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Cotton Piece Goods, Printed (continued):—			
40	Printed Lenos, not over 31 ins. by 30 yds.....	Piece	2.350	0.12
41	Printed Satteens and Satinets, Printed Brocades (including Printed Fancy Woven Stripes or Checks), Printed Italians, Printed Damasks, Printed Venetians, Printed Lastings, Printed Beatrice Twill, Printed Cords, Printed Poplins, Printed Moreens, not over 32 ins. by 30 yds.	"	5.000	0.25
42	Printed Flannelette. See No. 31. Duplex or Reversible Prints of Shirting Weave and one colour only, not over 32 ins. by 30 yds.	Piece	3.000	0.15
43	Printed Velvets and Velveteens. See No. 34. Printed Domestic Cretonnes, Printed Satteen Cretonnes, Printed Repp Cretonnes, Printed Embossed Figures, Printed Art Muslins and Casement Cloth, Printed Cotton Coatings, Trouserings, and Gabardines, and all other Duplex or Reversible Prints except those enumerated in Classes 37 and 42. Printed Blankets, See No. 45. Printed Handkerchiefs. See No. 48.	Value	5 per cent.	.....
	The term "Printed" in this Tariff includes Pigment Style, Direct Printing Style, Steam Style, Discharge Style, Madder or Dyed Style, Resist Style, Resist Pad Style, Metal Style, and so forth, irrespective of finish.			
	The term "Duplex or Reversible Print" in this Tariff includes all Printed Cottons having (a) a different pattern printed on each side of the cloth, (b) the same design on both sides of the cloth, whether printed with one or more rollers.			

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Cotton Piece Goods, Yarn-dyed:—			
	Cotton Crape. See No. 27.			
	Cotton Flannel, or Flannelette. See No. 31.			
	Stockinet. See No. 36.			
	Not otherwise enumerated.....	Value	5 per cent.	.....
	Cotton Piece Goods, not otherwise enumerated.....	"	"	.....
	Cotton, Raw, Cotton Thread, Cotton Yarn, and Goods made of Cotton:—			
44	Ankle Bands, Plain or Decorated..	Picul	80.000	4.00
	Bags, New. See No. 529.....	"	40.000	2.00
45	Blankets, Plain, Printed or Jacquard (including those with a taped or whipped edge of Silk or other material), and Blanket Cloth.....	"	40.000	2.00
	Canvas. See No. 35.			
	Crape. See No. 27.			
46	Counterpanes, Honeycomb or Alhambra:			
	(a.) Not over 2½ yds. long....	"	45.000	2.25
	(b.) Over 2½ yds. long.....	Value	5 per cent.	.....
47	Embroidered Edging or Insertion, Machine-made.....	"	...	"
	Flannelette. See No. 31.			
48	Handkerchiefs, neither Embroidered nor Initialed:			
	(1.) White, Dyed, or Printed, Hemmed (but not with a drawn-thread hem):			
	(a.) Not over 13 ins. square..	Dozen	0.220	0.011
	(b.) Over 13 ins. square but not over 18 ins. square..	"	0.360	0.018
	(c.) Over 18 ins. square but not over 30 ins. square..	"	0.530	0.027
	(2.) White, Dyed, or Printed, with drawn-thread hem:			
	(a.) Not over 13 ins. square..	Dozen	0.360	0.018
	(b.) Over 13 ins. square but not over 18 ins. square..	"	0.750	0.038

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls
	Cotton, Raw; Cotton Thread, Cotton Yarn, and Goods made of Cotton (continued):—			
	(c.) Over 18 ins. square but not over 30 ins. square.	Dozen	0.920	0.046
	(3.) Printed Handkerchiefs, Unhemmed:			
	(a.) Not over 18 ins. square..	"	0.190	0.01
	(b.) Over 18 ins. square but not over 25 ins. square.	"	0.640	0.032
	(c.) Over 25 ins. square but not over 29 ins. square.	"	0.800	0.04
	(d.) Over 29 ins. square but not over 34 ins. square.	"	1.030	0.052
49	Knitted Clothing, Raised (including that stitched with Silk Thread and with facings of Silk or other material).....	Picul	74.000	3.70
50	Raw Cotton.....	"	16.000	0.80
51	Singlets or Drawers, not Raised (including those stitched with Silk Thread and with facings of Silk or other material).....	Dozen	2.800	0.14
52	Socks and Stockings:			
	(a.) Not Raised on either side:			
	(1.) Made of Ungassed or Unmercerised Thread..	Picul	70.000	3.50
	(2.) Made of Gassed or Mercerised Thread or stitched or embroidered with Silk.....	"	150.000	7.50
	(b.) Raised.....	Value	5 per cent.	.....
	(c.) Others.....	"	"	.....
	Stockinet. See No. 36.			
53	Towels:			
	(a.) Turkish.....	Picul	50.000	2.50
	(b.) Honeycomb or Huckaback.	"	44.000	2.20
54	Thread, Dyed or Undyed (irrespective of finish):—			
	(1.) Sewing Cotton:			
	(a.) In balls or skeins:			
	3-cord.....	"	100.000	5.00

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Cotton, Raw ; Cotton Thread, Cotton Yarn, and Goods made of Cotton (continued) :—			
	6-cord	Picul	190.000	9.50.
	(b.) On spools or cops :			
	2-cord, 50 yards or less.	Gross	0.586	0.029
	3-cord, " "	"	0.788	0.039
	6-cord, " "	"	1.458	0.073
	Other lengths in proportion.			
	(2.) Crochet or Embroidery Cotton, in skeins or balls.	Picul	82.449	4.10
55	Waste Cotton	"	9.600	0.48
56	Yarn :—			
	(1.) Grey (irrespective of fold):			
	(a.) Counts up to and including 17.	Picul	25.500	1.28
	(b.) " above 17 and up to and including 23.	"	27.668	1.38
	(c.) Counts above 23 and up to and including 35.	Picul	38.000	1.90
	(d.) " " 35 and up to and including 45.	"	43.600	2.18
	(e.) " " 45	Value	5 per cent.	.....
	(2.) Dyed, Bleached, Gassed, Mercerised, etc. ....	"	"	.....
	WOOL, SILK, LINEN AND HEMP GOODS.			
	Flax, Hemp, and Jute Goods :—			
57	Gunny Bags, New	Picul	8.480	0.42
58	" " Old	Value	5 per cent.	.....
59	Hemp	Picul	14.000	0.70
60	" or Hessian Bags, New	"	18.900	0.95
61	" " " Old	Value	5 per cent.	.....
62	Hessian Cloth	Picul	18.000	0.90
63	Canvas of Hemp and Jute for Sails, etc.	Yard	0.38165	0.019

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Flax, Hemp, and Jute Goods (continued):—			
64	Canvas Linen (elastic), for Tailoring.....	Value	5 per cent.	.....
65	Tarpaulin of Hemp or Jute	Yard	0.229	0.011
	Silk Goods and Silk Mixtures:—			
66	Silk Piece Goods (all Silk), Plain, Figured, or Brocaded.....	Value	5 per cent.	.....
67	“ Plushes and Silk Velvets, Pure.....	Catty	10.984	0.55
68	“ Seal, with Cotton back.....	“	2.9418	0.15
69	“ Socks and Stockings, Knitted (including those made of Artificial Silk).	“	7.000	0.35
70	“ Mixture Plushes and Velvets (i.e., made of Silk mixed with other fibrous material, with Cotton back).....	“	2.6537	0.13
71	Silk and Cotton Satins, White or Dyed in the Piece:			
	(a.) Plain.....	Catty	2.533	0.13
	(b.) Figured.....	“	3.233	0.16
72	Silk and Cotton Satins, Dyed in the Yarn.....	“	4.000	0.20
73	“ and Cotton Mixtures not otherwise enumerated.....	Value	5 per cent.	.....
74	“ Ribbons, all Silk and Mixtures.....	“	“	.....
	Wool and Cotton Unions:—			
75	Union Shirtings, not over 33 ins. wide.....	Yard	0.4853	0.024
76	Cloth made of remanufactured Wool and Cotton, such as Meltons, Vicunas, Beavers, Army Cloths, Union Cloths, Leather Cloths, Presidents (including Cloth containing a small quantity of new Wool for facing purposes), not over 50 ins. wide.....	“	0.800	0.04

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Wool and Cotton Unions (continued:—			
77	Italian Cloth, Plain or Figured, Alpacas, Lustrés, Orleans, and Sicilians.	Value	5 per cent.	.....
	Wool and Woollen Goods:—			
78	Wool, Sheep's.....	Picul	17.000	0.85
79	Blankets and Rugs.....	Pound	0.560	0.028
80	Bunting, not over 24 ins. by 40 yds.	Piece	6.560	0.33
81	Camlets, not over 31 ins. by 62 yds.	"	15.600	0.78
82	Flannel, not over 33 ins. wide.....	Yard	0.480	0.024
83	Lastings, Plain, Figured, or Craped, not over 31 ins. by 32 yds.	Piece	14.620	0.73
84	Llama Braid.....	Picul	150.000	7.50
85	Long Ells, not over 31 ins. by 25 yds.	Piece	6.657	0.33
86	Russian, Broad, Superfine, Medium, and Habit Cloth, not over 76 ins. wide.	Yard	1.520	0.076
87	Spanish Stripes, not over 64 ins. wide.....	"	0.636	0.032
88	All Woollen and Worsted Yarn and Cord, including Berlin Wool. ...	Picul	120.000	6.00
	METALS.			
89	Aluminium.....	Value	5 per cent.	.....
90	" Sheets .....	"	"	.....
91	Antifriction Metal.....	"	"	.....
92	Antimony Regulus and Refined. ...	Picul	14.000	0.70
93	" Ore.....	Value	5 per cent.	.....
	Brass and Yellow Metal:—			
94	Bars and Rods.....	Picul	30.183	1.50
95	Bolts, Nuts, Rivets, Washers, and Accessories	Value	5 per cent.	.....
96	Ingots	Picul	30.183	1.50
97	Nails.....	"	36.765	1.80
98	Old (fit only for remanufacture). ...	Value	5 per cent.
99	Screws.....	"	"
100	Sheets and Plates.....	Picul	30.183	1.50
101	Tubes.....	"	47.809	2.40

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Metals (continued):—			
102	Wire.....	Picul	30.183	1.50
	Copper:—			
103	Bars and Rods.....	"	33.950	1.70
104	Bolts, Nuts, Rivets, and Washers.....	Value	5 per cent.	.....
105	Ingots and Slabs.....	Picul	28.000	1.40
106	Nails.....	"	47.385	2.40
107	Old (fit only for remanufacture).....	Value	5 per cent.	.....
108	Sheets and Plates.....	Picul	33.950	1.70
109	Tacks.....	Value	5 per cent.	.....
110	Tubes.....	"	"	.....
111	Wire.....	Picul	33.950	1.70
112	" Cable.....	Value	5 per cent.	.....
113	" Rope.....	"	"	.....
	Iron and Steel, Ungalvanized (not including Bamboo, Spring, and Tool Steel):—			
114	Anvils, Swage-blocks, Anchors, and Parts of, and Forgings (each weighing in every case 25 lb. or over).....	Picul	11.484	0.57
115	Bolts, Nuts, and Washers.....	Value	5 per cent.	.....
116	Castings, Rough.....	Picul	5.132	0.26
117	Chains, and Parts of.....	"	7.667	0.38
118	Cobbles, Wire Shorts, Defective Wire, Bar Croppings, and Bar Ends, Galvanized or Ungalvanized.....	"	2.658	0.13
119	Crossings for Railways.....	Value	5 per cent.	.....
120	Fish-plates and Spikes.....	"	"	.....
121	Hoops.....	Picul	5.451	0.27
122	Old (fit only for remanufacture).....	"	1.946	0.10
123	Nail-rod, Bars, Twisted or Deformed Bars, Tees, Channels, Angles, Joists, Girders, and other Structural Sections or Shapes.....	"	4.080	0.20
124	Nails, Wire and Cut.....	"	5.946	0.30
125	Pig and Kentledge.....	"	2.000	0.10
126	Pipes, Tubes, and Pipe and Tube Fittings.....	Value	5 per cent.	.....
127	Plate Cuttings.....	Picul	2.311	0.12

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Metals (continued) :—			
128	Rails	Picul	3.120	0.16
129	Rivets	"	6.287	0.31
130	Screws	Value	5 per cent.	.....
131	Sheets and Plates $\frac{3}{8}$ of an inch thick or more.....	Picul	4.000	0.20
132	" " under $\frac{3}{8}$ of an inch thick.....	"	5.000	0.25
133	Tacks.....	"	9.047	0.45
134	Wire.....	"	5.241	0.26
135	Wire Rope, Galvanized or Un- galvanized, with or without fibre core.....	"	14.924	0.75
	Steel, Tool and Spring :—			
136	Bamboo Steel.....	"	5.486	0.27
137	Spring Steel.....	"	6.420	0.32
138	Tool Steel (including High- speed Steel)	Value	5 per cent.	.....
	Iron and Steel, Galvanized :—			
139	Bolts, Nuts, Rivets, and Washers.	Value	5 per cent.	.....
140	Pipes, Tubes, and Tube Fittings.	"	"	.....
141	Screws .....	"	"	.....
142	Sheets, Corrugated and Plain...	Picul	7.400	0.37
143	Wire.....	"	6.072	0.30
	" Rope. See Ungalvanized.			
	" Shorts. See Ungalvanized.			
144	Iron and Tin Dross.....	Picul	6.000	0.30
	Lead :—			
145	Old (fit only for remanufacture).	Value	5 per cent.	.....
146	Pigs or Bars.....	Picul	9.000	0.45
147	Pipe.....	"	9.961	0.50
148	Sheet.....	"	11.834	0.59
149	Wire.....	Value	5 per cent.	.....
150	Manganese.....	"	"	.....
151	" Ferro- .....	"	"	.....
152	Nickel.....	Picul	70.000	3.50
153	Quicksilver.....	"	126.654	6.30
	Tin :—			
154	Compound.....	Value	5 per cent.
155	Dross and Refuse.....	Picul	10.885	0.54

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Metals (continued):—			
156	Ingots and Slabs.....	Picul	45.462	2.30
157	Pipe.....	Value	5 per cent.	.....
158	Sheet.....	Picul	41.208	2.10
159	Tinned Tacks.....	"	9.047	0.45
160	" Plates, Decorated.....	"	10.176	0.51
161	" " Plain.....	"	7.800	0.39
162	" " Old.....	Value	5 per cent.	.....
163	Type Metal.....	"	"	.....
	White Metal or German Silver:—			
164	Bars, Ingots, and Sheets.....	Picul	54.531	2.70
165	Wire.....	"	43.444	2.20
	Zinc:—			
166	Powder and Spelter.....	"	12.946	0.65
167	Sheets (including Perforated), Plates, and Boiler Plates.....	"	16.849	0.84
	FOOD, DRINK, AND MEDICINE.			
	Fishery and Sea Products:—			
168	Agar-agar.....	"	6.000	0.30
169	Awabi, in bulk.....	"	52.500	2.60
170	Bicho de Mar, Black, Spiked.....	"	53.300	2.70
171	" " , not Spiked.....	"	40.000	2.00
172	" " , White.....	"	20.000	1.00
173	Cockles, Dried.....	"	13.822	0.69
174	" Fresh.....	"	1.200	0.06
175	Compoys.....	"	43.000	2.15
176	Crabs' Flesh, Dried.....	"	16.518	0.83
177	Fish Bones.....	Value	5 per cent.	.....
178	" , Cod, Dried.....	Picul	5.800	0.29
179	" , Cuttle.....	"	13.600	0.68
180	" , Dried and Smoked (not in- cluding Dried Codfish and Cuttle-fish).....	"	9.739	0.49
181	" , Fresh.....	"	6.410	0.32
182	" Maws, 1st Quality (i.e., weighing 1 catty or over per piece).....	Catty	5.000	0.25
183	" " , 2nd Quality (i.e., weighing under 1 catty per piece).....	Picul	56.500	2.80

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. '1s.	Hk. Tls.
	Fishery and Sea Products (continued) :—			
184	Fish Salmon Bellies.....	Value	5 per cent.	.....
185	“ Salt	Picul	3.600	0.18
186	“ Skin	“	12.711	0.64
187	Mussels, Oysters, and Clams, Dried.	“	16.000	0.80
188	Prawns and Shrimps, Dried, in bulk.....	“	22.000	1.10
189	Seaweed, Cut.....	“	3.334	0.17
190	“ Long	“	2.500	0.13
191	“ Prepared	“	26.000	1.30
192	“ Red	Value	5 per cent.	.....
193	Sharks' Fins, Dorsal and Tail.....	Picul	88.660	4.40
194	“ “ , Breast Fins.....	“	37.173	1.90
195	“ “ Prepared.....	“	128.562	6.40
196	“ Skins	Value	5 per cent.	.....
	Animal Products, Canned Goods, and Groceries :—			
197	Bacon and Hams, in bulk.....	Picul	35.300	1.80
198	Baking Powder.....	Value	5 per cent.	.....
199	Beef, Corned or Pickled, in Barrels.	“	“	.....
200	Birds' Nests, Black (including Clarified Refuse).	Catty	3.000	0.15
201	“ “ White	“	18.000	0.90
202	Butter	Picul	53.276	2.70
	Canned Goods :—			
203	Asparagus	Picul	17.500	0.88
		(Incl. weight of immediate packing.)		
204	Awabi	Picul	24.000	1.20
205	Cream and Milk, Evaporated or Sterilized	“	13.000	0.65
206	Fruits, Table and Pie.....	Incl. weight of immediate packing	14.500	0.73
207	Milk, Condensed.....	“	19.200	0.96
208	Canned Goods, Unenumerated.	Value	5 per cent.	.....
209	Chocolate	“	“
210	Cocoa	“	“
211	Coffee.....	“	“
212	Currants and Raisins, in bulk.....	Picul	12.677	0.63

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Animal Products, Canned Goods, and Groceries (continued) :—			
213	Fruits, Preserved, in Glass, etc. ...	Value	5 per cent.	.....
214	Honey .....	"	"	.....
215	Jams and Jellies.....	"	"	.....
216	Lard, in bulk.....	"	"	.....
217	Macaroni and Vermicelli, in bulk.	Picul	9.125	0.46
218	Margarine	Value	5 per cent.	.....
219	Meats, Dried and Salted.....	"	"	.....
220	Pork Rind.....	"	"	.....
221	Sausages, Dry.....	"	"	.....
222	Soy	Picul	5.000	0.25
223	Tea	Value	5 per cent.	.....
	Cereals, Fruits, Medicinal Substances, Seeds, Spices, and Vegetables :—			
224	Aniseed, Star :			
	(a.) 1st Quality : value <i>Hk. Tls.</i> 15 and over per picul.....	Picul	20.000	1.00
	(b.) 2nd Quality : value under <i>Hk. Tls.</i> 15 per picul.....	"	9.000	0.45
225	Apples, Fresh.....	"	5.000	0.25
226	Asafetida	Value	5 per cent.	.....
227	Barley, Pearl.....	"	"	.....
228	Beans and Peas .....	"	"	.....
229	Betelnuts, Dried.....	Picul	4.700	0.24
230	Betelnut Husk, Dried.....	"	2.300	0.12
231	Bran.....	"	1.600	0.08
232	Cereals and Flour (including Barley, Maize, Millet, Oats, Paddy, Rice, Wheat, and Flour made therefrom; also Buckwheat and Buckwheat Flour, Corn Flour and Yellow Corn Meal, Rye Flour, and Hovis Flour; but not including Arrowroot and Arrowroot Flour, Cracked Wheat, Germea, Hominy, Pearl Barley, Potato Flour, Quaker Oats, Rolled Oats, Sago and Sago Flour, Shredded Wheat,			

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Cereals, Fruits, Medicinal Substances, Seeds, Spices, and Vegetables (continued) :—			
	Tapioca and Tapioca Flour, and Yam Flour)		Free	.....
233	Camphor, Crude and Refined (including shaped)...	Picul	66.000	3.30
234	" Baroos, Clean	Catty	62.000	3.10
235	" Refuse	Value	5 per cent.	.....
236	Capoor Cutchery .....	"	"	.....
237	Cardamom Husk	Picul	5.000	0.25
238	Cardamoms, Inferior	"	20.000	1.00
239	" Superior	"	200.000	10.00
240	Cassia Lignea and Buds	"	18.000	0.90
241	" Twigs	"	3.600	0.18
242	Chestnuts	Value	5 per cent.	.....
243	China-root	Picul	14.000	0.70
244	Cinnamon, in bulk	Picul	100.000	5.00
245	Cloves, in bulk	"	18.000	0.90
246	" Mother	"	8.000	0.40
247	Cocaine	Value	5 per cent.	.....
248	Galangal	Picul	3.700	0.19
249	Ginseng, Clarified or Cleaned :			
	1st Quality (value over <i>Hk. Tls.</i> 25 per catty)	Catty	56.000	2.80
	2nd Quality (value over <i>Hk. Tls.</i> 11 and not over <i>Hk. Tls.</i> 25 per catty)	"	22.000	1.10
	3rd Quality (value over <i>Hk. Tls.</i> 3 and not over <i>Hk. Tls.</i> 11 per catty)	"	7.200	0.36
	4th Quality (value not over <i>Hk. Tls.</i> 3 per catty)	"	1.800	0.09
250	Ginseng, Crude, Beard, Roots, and Cuttings :			
	1st Quality (value over <i>Hk. Tls.</i> 3 per catty)	Catty	4.400	0.22
	2nd Quality (value not over <i>Hk. Tls.</i> 3 per catty)	"	1.700	0.085
251	Ginseng, Wild	Value	5 per cent.
252	Groundnuts, in Shell	Picul	3.000	0.15
253	" Shelled	"	4.600	0.23

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		Per	Hk. Tls.	Hk. Tls.
	Cereals, Fruits, Medicinal Substances, Seeds, Spices, and Vegetables (con- tinued) :—			
254	Hops	Value	5 per cent.	.....
255	Isinglass, Vegetable	Picul	53.000	2.70
256	Lemons, Fresh	Thousand	29.000	1.50
257	Lichees, Dried	Picul	10.600	0.53
258	Lily Flowers, Dried	"	9.400	0.47
259	Lunggan Pulp	"	13.000	0.65
260	Lunggangs, Dried	"	7.600	0.38
261	Malt	"	8.102	0.41
262	Morphia in all forms	Value	5 per cent.	.....
263	Mushrooms	Picul	47.000	2.40
264	Nutmegs	"	30.000	1.50
265	Olives	Value	5 per cent.	.....
266	Opium, Tincture of .....	"	"	.....
267	Oranges, Fresh	Picul	3.600	0.18
268	Peel, Orange, in bulk	"	13.000	0.65
269	Pepper, Black	"	19.400	0.97
270	" White	"	32.000	1.60
271	Potatoes, Fresh	Value	5 per cent.	.....
272	Putchuck	Picul	38.000	1.90
273	Seed, Apricot	"	26.800	1.30
274	Seed Lily Flower (<i>i.e.</i> , Lotus-nuts without Husks)	Picul	20.000	1.00
275	" Lucraban	"	7.000	0.35
276	" Melon	"	11.000	0.55
277	" Pine (<i>i.e.</i> , Fir-nuts)	"	4.800	0.24
278	" Sesamum	"	4.800	0.24
279	Vegetables, Dried, Prepared and Salted	Value	5 per cent.	.....
	Sugar :—			
280	Sugar, Brown, under No. 11 Dutch Standard, and " Green Sugar"	Picul	4.400	0.22
281	" White, over No. 10 Dutch Standard (including Refined Sugar)	"	6.200	0.31
282	" " Cube and Loaf	"	10.000	0.50
283	Sugar, Candy	"	7.400	0.37
284	" Cane	"	1.000	0.05

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Wines, Beer, Spirits, Table Waters, etc.			
285	Champagne and any other wine sold under the label "Champagne"	{ Case of 12 bottles or 24 half-bottles }	20.000	1.00
286	Sparkling Asti.....	{ " "	10.000	0.50
287	Other Sparkling Wines.....	{ " "	12.000	0.60
288	Still Wines, Red or White, exclusively the produce of the natural fermentation of grapes (not including Vins de Liqueur) :			
	(1.) In Bottles	{ Case of 12 bottles or 24 half-bottles }	6.000	0.30
	(2.) " bulk	{ Imperial gallon }	0.700	0.035
289	Port Wine, in Bottles.....	{ Case of 12 bottles or 24 half-bottles }	14.000	0.70
290	" " " bulk.....	{ Imperial gallon }	3.500	0.18
291	Marsala, in Bottles	{ Case of 12 bottles or 24 half-bottles }	8.000	0.40
292	" " bulk.....	{ Imperial gallon }	2.000	0.10
293	Vins de Liqueur other than Port and Marsala (viz., Madeira, Malaga, Sherry, etc.) :-			
	(1) In Bottles	{ Case of 12 bottles or 24 half-bottles }	10.000	0.50
	(2) " bulk	{ Imperial gallon }	3.000	0.15
294	Vermouth, Byrrh, and Quinquina	{ Case of 12 litres }	5.800	0.29
295	Saké in Barrels	{ Picul }	8.200	0.41
296	" " Bottles	{ 12 reputed quarts or 24 reputed pints }	2.000	0.10

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Wines, Beer, Spirits, etc. (continued):—			
297	Ale, Beer, Cider, Perry, and similar Liquors made of Fruits and Berries:			
	(1.) In Bottles	12 reputed quarts or 24 reputed pints	1.580	0.079
	(2.) " Casks.....	{ Imperial gallon }	0.540	0.027
298	Porter and Stout, in Bottles.....	12 reputed quarts or 24 reputed pints	2.560	0.13
299	" " " Casks	{ Imperial gallon }	0.550	0.028
300	Brandy, Cognac, and Whisky, in bulk.....	"	2.600	0.13
301	" and Cognac, in Bottles	{ Case of 12 reputed quarts }	13.400	0.67
302	Whisky, in Bottles	"	7.000	0.35
303	Gin, in Bottles.....	"	4.600	0.23
304	" " bulk.....	{ Imperial gallon }	1.800	0.09
305	Other Spirits (<i>i.e.</i> , Rum, Aquavit, Vodka, Punch, etc.) :—			
	(1.) In Bottles	{ Case of 12 reputed quarts }	4.000	0.20
	(2.) " bulk	{ Imperial gallon }	1.800	0.09
306	Liqueurs.....	{ 12 reputed quarts or 24 reputed pints }	10.000	0.50
307	Waters, Table, Aerated and Mineral	{ 12 bottles or 24 half-bottles }	1.400	0.07
308	Spirits of Wine and Rectified Spirits or Alcohol	{ Imperial gallon }	0.560	0.028

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
TOBACCO.				
309	Cigarettes, value over <i>Hk. Tls.</i> 4.50 per 1,000 and all Cigarettes not bearing a distinctive brand or name on each Cigarette	Thousand	6.600	0.33
310	“ value over <i>Hk. Tls.</i> 3.00 but not over <i>Hk. Tls.</i> 4.50 per 1,000.....	“	3.800	0.19
311	“ value over <i>Hk. Tls.</i> 1.50 but not over <i>Hk. Tls.</i> 3.00 per 1,000.....	“	2.200	0.11
312	Cigarettes, value <i>Hk. Tls.</i> 1.50 or less per 1,000.....	Thousand	1.200	0.06
313	Cigars	“	16.000	0.80
314	Snuff	Value	5 per cent.	.....
315	Tobacco, Leaf.....	Picul	22.000	1.10
316	“ Prepared, in tins or packages under 5 lb. each.....	Value	5 per cent.	.....
317	“ Prepared, in bulk (not packed in tins or tin-lined cases).....	Picul	22.000	1.10
318	“ Stalk.....	“	5.600	0.28
CHEMICALS AND DYES.				
Chemicals :—				
319	Acid, Acetic	Picul	30.639	1.50
320	“ Boracic.....	“	21.448	1.10
321	“ Carbolic.....	Value	5 per cent.	.....
322	“ Hydrochloric (<i>i.e.</i> , Muriatic).....	“	“	.....
323	“ Nitric	Picul	14.282	0.71
324	“ Sulphuric	“	3.317	0.17
325	Ammonia, in bulk.....	“	26.513	1.30
326	“ Chloride of (<i>i.e.</i> , Sal Ammoniac).....	“	17.823	0.89
327	“ Sulphate of	“	7.438	0.37
328	Bleaching Powder (<i>i.e.</i> , Chloride of Lime).....	“	5.469	0.27
329	Borax, Crude or Refined	“	11.521	0.58
330	Calcium, Carbide of.....	“	7.451	0.37
331	Copper, Sulphate of.....	“	11.913	0.60

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
Chemicals (continued):—				
332	Glycerine	Picul	43.930	2.20
333	Hide Specific	Value	5 per cent.	.....
334	Manure, Animal, Chemical, or Artificial, not otherwise enumerated	Picul	2.951	0.15
335	Naphthalene	"	12.653	0.63
336	Saltpetre	"	9.324	0.47
337	Soda Ash	"	2.499	0.12
338	" Bicarbonate of, in bulk	"	2.899	0.14
339	" Caustic	"	6.200	0.31
340	" Crystal	"	2.659	0.13
341	" " Concentrated	"	3.178	0.16
342	" Nitrate of (Chile Saltpetre)	"	5.342	0.27
343	" Silicate of	"	3.603	0.18
Dyes and Pigments:—				
344	Aniline Dyes not otherwise enumerated	Value	5 per cent.	.....
345	Bark, Mangrove	Picul	1.682	0.084
346	" Plum-tree	"	3.187	0.16
347	" Yellow (for Dyeing)	"	4.948	0.25
348	Blue, Paris or Prussian	"	34.945	1.70
349	Bronze Powder	"	52.979	2.60
350	Carbon Black (<i>i.e.</i> , Lampblack)	"	20.000	1.00
351	Carthamin	Value	5 per cent.	.....
352	Chrome Yellow	"	"	"
353	Cinnabar	Picul	82.400	4.10
354	Cobalt, Oxide of	Value	5 per cent.	.....
355	Cochineal	"	"	"
356	Cunao or False Gambier	Picul	3.340	0.17
357	Cutch or Gambier	"	10.000	0.50
358	Dyes and Colours, Unclassed	Value	5 per cent.	.....
359	Gamboge	Picul	56.951	2.80
360	Green, Emerald, Schweinfurt, or Imitation	"	22.458	1.10
361	Hartall (Orpiment)	"	9.562	0.48
362	Indigo, Dried, Artificial	"	125.881	6.30
363	" " Natural	"	60.000	3.00
364	" " Liquid or Paste, Artificial	"	40.000	2.00
365	" " Natural	"	6.000	0.30
366	Indoin	Value	5 per cent.	.....

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
Dyes and Pigments (continued):—				
367	Laka-wood	Picul	3.272	0.16
368	Lead, Red, White, and Yellow.....	"	10.294	0.51
369	Logwood Extract	"	15.492	0.77
370	Nutgalls	"	20.863	1.00
371	Ochre	"	6.545	0.33
372	Safflower.....	"	12.908	0.65
373	Sapanwood	"	2.744	0.14
374	Smalt	"	40.150	2.00
375	Turmeric.....	"	3.938	0.20
376	Ultramarine	"	13.862	0.69
377	Vermilion	"	82.400	4.10
378	" , Artificial	Value	5 per cent.	.....
379	White Zinc.....	"	"	.....
CANDLES, GUMS, OILS, SOAP, VARNISHES, WAX, AND MANUFACTURES OF.				
380	Candles	Picul	12.600	0.63
381	Candlewick.....	"	75.200	3.80
382	Gasolene, Naphtha, and Benzine, Mineral:			
	(a.) In bulk	10 Am. galls.	3.000	0.15
	(b.) " case	Case of 2 tins, each of 5 Am. gallons.	3.500	0.18
383	Grease, Lubricating, wholly or partly mineral	Picul	7.000	0.35
384	Gum Arabic	"	24.000	1.20
385	" Benjamin.....	"	12.000	0.60
386	" Copal	"	24.000	1.20
387	" Dragon's-blood.....	"	60.000	3.00
388	" Myrrh	"	9.600	0.48
389	" Olibanum	"	9.600	0.48
390	" Resin	"	6.800	0.34
391	" Shellac	"	40.000	2.00
392	" Sticklac	"	15.000	0.75
393	" Tragacanth	"	18.000	0.90
394	Oil, Castor, Lubricating	"	12.000	0.60
395	" " Medicinal	Value	5 per cent.
396	" Coconut.....	Picul	16.000	0.80

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No.	NAME OF ARTICLE	AGREED DUTY		PROPOSED
		Per	Hk. Tls.	DUTY RATE
			Hk. Tls.	
	Candles, Gums, Oils, Soap, Varnishes, Wax, and Manufactures of (continued):—			
397	“ Kerosene :	Case of 2 tins, each of 5 Am. gallons	2.200	0.11
	(a.) In case	{		
	(b.) “ bulk	{ 10 Am. } gallons	1.600	0.08
	(c.) Tins, empty	Tin	0.200	0.01
	(d.) Case and two empty tins	Each	0.540	0.027
398	“ Linseed	{ Imperi- } al gallon	1.200	0.06
399	“ Lubricating :—			
	(a.) Wholly or partly of Mineral origin	Am. gall.	0.300	0.015
	(b.) Other kinds, not otherwise enumerated	“	0.500	0.025
400	“ Olive, in bulk	{ Imperi- } al gallon	2.000	0.10
401	Soap, Household and Laundry (including Blue Mottled), in bulk, Bars, and Doublets: duty to be charged on nominal weights, provided that such weights be not less than true weights and that a bar does not weigh less than 7 oz.	Picul Value	8.800	0.44
402	“ Toilet and Fancy	5 per cent.		
403	Stearine	Picul	19.600	0.98
404	Turpentine :—			
	(a.) Mineral	{ Imperi- } al gallon	0.600	0.03
	(b.) Vegetable	“	0.800	0.04
405	Wax, Bees, Yellow	Picul	32.000	1.60
406	“ Paraffin	“	10.000	0.50
407	“ Vegetable	“	15.200	0.76

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	PAPER, WOOD PULP, BOOKS AND MAPS.			
408	Paper, Cigarette, on hobbins.....	Picul (incl. weight of bobbin)	40.00	2.00
409	“ Common Printing, Calendered and Uncalendered, Sized and Unsized, White and Coloured	Picul	6.40	0.32
410	“ Marbled, Enamelled, and Glazed Flint	“	12.20	0.61
411	“ M. G. Cap, White and Coloured	“	6.40	0.32
412	“ Packing and Wrapping, Brown or Coloured.....	“	6.40	0.32
413	“ Printing, Calendered and Uncalendered, Sized and Unsized, White and Coloured (including Simile and M. G. Poster, but not including Printing Paper otherwise enumerated), free of mechanical wood pulp	Picul	9.20	0.46
414	“ Strawboard.....	Value	5 per cent.	.....
415	“ Unenumerated .....	“	“	.....
416	“ Unglazed Tissue and M. G. Bleached Sulphite, free of mechanical wood pulp	Picul	10.00	0.50
417	“ Writing, Drawing, Art Printing, Bank-note, Parchment, Pergamyn, and Grease-proof	Value	5 per cent.	.....
418	Wood Pulp, Chemical.....	Picul	6.00	0.30
419	Wood Pulp, Mechanical :—			
	(a.) Dry.....	Picul	3.32	0.17
	(b.) Wet (not containing less than 40 per cent. moisture)	“	1.66	0.083
420	Books		Free
421	Charts and Maps		“
422	Newspapers and Periodicals.....		“

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	ANIMAL SUBSTANCES, RAW AND PREPARED.			
	Hides, Leather, and Skins (Furs):—			
423	Hides, Buffalo and Cow.....	Picul	22.00	1.10
424	Leather Belting.....	Value	5 per cent.	.....
425	Leather, Calf, Kid, Enamelled, Japanned, Patent, and/or Coloured.....	Picul	300.00	15.00
426	“ Cow (including that for Soles and Harness.....	“	58.00	2.90
427	“ “ Enamelled, Japanned, and Patent.....	“	180.00	9.00
428	Skins (Furs), Beaver.....	Value	5 per cent.	.....
429	“ Dog.....	“	“	.....
430	“ Fox.....	“	“	.....
431	“ “ Arctic, White.....	“	“	.....
432	“ “ Legs.....	“	“	.....
433	“ “ Red.....	“	“	.....
434	“ Goat, Tanned.....	“	“	.....
435	“ “ Untanned.....	“	“	.....
436	“ Hare and Rabbit.....	“	“	.....
437	“ Lamb.....	“	“	.....
438	“ “ Unborn.....	“	“	.....
439	“ Land-otter.....	“	“	.....
440	“ Lynx.....	“	“	.....
441	“ Marten, Untanned.....	“	“	.....
442	“ Musquash.....	“	“	.....
443	“ Raccoon.....	“	“	.....
444	“ Sable.....	“	“	.....
445	“ Sheep, Untanned.....	“	“	.....
446	“ Squirrel.....	“	“	.....
447	“ Wolf.....	“	“	.....
	Bones, Feathers, Hair, Horns, Shells, Sinews, Tusks, etc.:—			
448	Bones, Tiger.....	Picul	56.00	2.80
449	Cow Bezoar, Indian.....	Value	5 per cent.	.....
450	Crocodile and Armadillo Scales.....	Picul	59.00	3.00
451	Elephants' Tusks, Whole or Parts of.....	Catty	3.60	0.18

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Bones, Feathers, Hair, Horns, Shells, Sinews, Tusks, etc. (continued) :—			
452	Feathers, Kingfisher, Whole Skins	Hundred	12.00	0.60
453	“ “ Part Skins (<i>i.e.</i> , Wings, Tails, or Backs).....	“	8.00	0.40
454	“ Peacock	Value	5 per cent.	.....
455	Hair, Horse.....	Picul	42.00	2.10
456	“ “ Tails.....	“	50.00	2.50
457	Horns, Buffalo and Cow.....	“	13.00	0.65
458	“ “ Deer.....	“	34.00	1.70
459	“ “ Old.....	“	140.00	7.00
460	“ “ Young (Northern).....	Pair	50.00	2.50
461	“ “ “ (Southern).....	Value	5 per cent.	.....
462	“ Rhinoceros	Catty	80.00	4.00
463	Musk.....	“	180.00	9.00
464	Sea-horse Teeth.....	Value	5 per cent.	.....
465	Sinews, Cow and Deer.....	Picul	20.00	1.00
	TIMBER, WOOD, BAMBOOS, AND RATTANS.			
466	Timber :—			
	Laths	1,000 pieces	4.20	0.21
	Ordinary (not including Teak and other enumerated Woods), Rough Hewn :			
467	Hardwood	1,000 sup. ft.B.M. }	29.00	1.45
468	Softwood.....				“	23.00	1.15
	Ordinary, Sawn :			
469	Hardwood.....	1,000 sup. ft.B.M. }	36.00	1.80
470	Softwood.....				“	30.00	1.50
	Ordinary, Manufactured (including any process further than simple sawing), exclusive of Masts and Spars :			
471	Hardwood :			
	(a.) Clear : on net measure... }	1,000 sup. ft.B.M. }	60.00	3.00
	(b.) Merchantable : on net measure			

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Timber, Wood, Bamboos, and Rattans (continued):—			
472	Softwood:			
	(a.) Clear: on net measure... {	1,000 sup. ft.B.M.	} 50.00	2.50
	(b.) Merchantable: on net mea- sure .....	"			36.00	1.80
473	Ordinary, Masts and Spars.....	Value	5 per cent.	.....
474	Railway Sleepers .....	"	"	.....
475	Teak-wood, Beams and Planks... {	1,000 sup. ft.B.M.	} 135.00	6.75
	Wood, Bamboos, Rattans, etc. :—			
476	Canes, Bamboo.....	Thousand	8.40	0.42
477	Rattan Skin	Picul	15.00	0.75
478	Rattans, Core or Whole.....	"	6.41	0.32
479	" Split	"	6.70	0.34
480	Wood, Camagon.....	"	3.20	0.16
481	" Camphor.....	Value	5 per cent.	.....
482	" Ebony.....	"	"	.....
483	Wood, Fragrant .....	"	"	.....
484	" Garoo.....	Catty	2.40	0.12
485	" Kranjee	Value	5 per cent.	.....
	" Laka. See Dyes.			
486	" Lignum-vitæ.....	Value	"	.....
487	" Oil .....	"	"	.....
488	" Puru	Picul	1.80	0.09
489	" Red and Rose.....	"	4.10	0.21
490	" Sandal	"	8.60	0.43
491	" " Dust.....	Value	5 per cent.	.....
	Sapan. See Dyes.			
492	" Scale Sticks	Piece	0.18	0.009
493	" Scented.....	Value	5 per cent.	.....
494	" Shavings. Hinoki.....	"	"	.....
495	" Veneer .....	"	"	.....
	In this Tariff, by Softwood is meant the wood of any coniferous tree and of all trees with "needle" or spinous leaves, e.g., Pines, Firs, Spruces, Larches, Cedars, Yews, Junipers, and Cypresses. The wood of all trees with broad leaves is to be classed as Hardwood.			

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	COAL, FUEL, PITCH, AND TAR.			
496	Coal	Ton	5.400	0.27
497	“ Briquettes	“	10.000	0.50
498	Charcoal	Picul	1.093	0.05
499	Coke	Ton	10.902	0.55
500	Liquid Fuel	“	14.572	0.73
501	Pitch	Picul	4.709	0.24
502	Tar, Coal	“	1.600	0.08
	CHINAWARE, ENAMELLED WARE, GLASS, ETC.			
503	Basins, Tin	Gross	6.000	0.30
504	China-ware	Value	5 per cent.	.....
	Enamelled Ironware :-			
505	Mugs, Cups, Basins, and Bowls, not over 11 centimetres in diameter	Dozen	1.000	0.05
506	Basins and Bowls, over 22 centimetres but not over 35 centimetres in diameter	“	2.000	0.10
507	Enamelled Ironware. Unenumerated	Value	5 per cent.	.....
508	Glass and Crystal Ware .....	“	“	.....
509	“ Plate, Silvered, Bevelled or Unbevelled, not over 5 Square feet each	Square foot	0.560	0.028
510	Glass Plate, Silvered, Bevelled or Unbevelled, over 5 square feet each	“	0.840	0.042
511	“ “ Unsilvered	Value	5 per cent.	.....
512	“ Window, Common, not over 32 oz. in weight per square foot	100 sq. ft.	5.000	0.25
513	“ “ Coloured	“	12.000	0.60
	Mirrors (see No. 589)	Value	5 per cent.	.....
	EARTH, PRECIOUS STONES, STONES, AND ARTICLES MADE OF,			
514	Amber	Value	5 per cent.
515	Cement	Picul	0.900	0.045
516	Coral Beads	Catty	16.000	0.80

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No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Earth, Precious Stones, Stones, and Articles Made of (continued):—			
517	Cornelian Beads.....	Value	5 per cent.	.....
518	“ Stones, Rough.....	Hundred	6.000	0.30
519	Corundum Sand.....	Picul	3.800	0.19
	Emery and Glass Powder (see No. 564).....	Picul	2.400	0.12
	Emery-cloth and Sand-paper (see No. 577).....			
520	Fire-bricks.....	Value	5 per cent.	.....
521	Fireclay.....	Picul	1.220	0.061
522	Flints (including Flint Pebbles)....	“	0.800	0.04
523	Tiles.....	Value	5 per cent.	.....
	MISCELLANEOUS.			
	Asbestos:—			
524	Asbestos Boiler Composition.....	Picul	3.600	0.18
525	“ Fibre and Metallic packing.....	“	64.000	3.20
526	“ Millboard.....	“	8.000	0.40
527	“ Sheets and Packing.....	“	44.000	2.20
528	“ Yarn.....	“	40.000	2.00
	Bags, Mats, and Matting:—			
529	Bags, Cotton, New.....	Picul	40.000	2.00
	“ Gunny, New (see No. 57)....	“	8.480	0.42
	“ Old (see No. 58).....	Value	5 per cent.	.....
	Hemp or Hessian Bags, New (see No. 60).....	Picul	18.900	0.95
	Hemp or Hessian Bags, Old (see No. 61).....	Value	5 per cent.	.....
530	Bags, Straw and Grass.....	Thousand	30.000	1.50
531	Mats, Coir (Door).....	Dozen	8.000	0.40
532	“ Fancy.....	Value	5 per cent.	.....
533	“ Formosa Grass (Bed).....	Each	4.700	0.24
534	“ Rattan.....	Value	5 per cent.	.....
535	“ Rush.....	Hundred	71.000	3.60
536	“ Straw.....	“	5.100	0.26
537	“ Tatami.....	Each	0.320	0.016
538	Matting, Coir, 36 ins. by 100 yds.	{ Roll of 100 yards }	37.100	1.90
539	“ Straw, 36 ins. by 40 yds.	{ Roll of 40 yards }	5.000	0.25

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Buttons :—			
540	Buttons, Fancy (Glass, Jewellery, etc.).....	Value	5 per cent.	.....
541	“ Metal (not including those made of Precious Metals or Plated with Precious Metals).....	Gross	0.400	0.02
542	“ Porcelain.....	12 gross	0.340	0.017
543	“ Shell.....	Gross	0.420	0.021
	Fans, Umbrellas, and Sunshades :—			
544	Fans, Palm-leaf, Coarse.....	Thousand	7.000	0.35
545	“ “ Fancy.....	“	20.000	1.00
546	“ “ Fine.....	“	12.000	0.60
547	“ Paper or Cotton.....	“	47.000	2.40
548	“ Silk.....	Value	5 per cent.	.....
	Umbrellas and Sunshades :			
549	With Handles wholly or partly of Precious Metals, Ivory, Mother-of-Pearl, Tortoiseshell, Agate, etc., or Jewelled.....	Value	5 per cent.	.....
550	With all other Handles, all Cotton :			
	(a.) Length of rib not over 17 ins.....	Value	5 per cent.	.....
	(b.) “ “ over 17 ins.	Each	0.440	0.022
551	With all other Handles, Mix- tures, not Silk.....	“	0.730	0.037
552	With all other Handles, Silk and Silk Mixtures.....	“	1.300	0.065
	Files and Needles :—			
	Files of all kinds :			
553	Filing surface only, not over 4 ins. long.....	Dozen	1.300	0.065
554	“ “ “ over 4 ins. but not over 9 ins. long.....	“	2.700	0.14
555	Filing surface only, over 9 ins. but not over 14 ins. long.....	Dozen	5.000	0.25
556	“ “ “ over 14 ins. long.....	“	12.000	0.60

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Files and Needles (continued) :—			
557	Needles, Nos. 7/0 and 6/0	100 mille	54.000	2.70
558	“ Nos. 3/0 and 2/0	“	50.000	2.50
559	“ Assorted (not including 7/0)	“	40.000	2.00
	Matches and Match-making Materials :—			
	Matches, Wood, Safety or other :			
560	Small, in boxes not over 2 ins. by $1\frac{3}{8}$ ins. by $\frac{5}{8}$ in	100 gross	18.400	0.92
561	Large, in boxes not over $2\frac{1}{2}$ ins. by $1\frac{1}{2}$ ins. by $\frac{3}{4}$ in	50 gross box	16.000	0.80
562	In boxes over above sizes.....	Value	5 per cent.	.....
563	Chlorate of Potash	Picul	36.000	1.80
564	Emery and Glass Powder.....	“	2.400	0.12
565	Labels	Value	5 per cent.	.....
566	Phosphorus	Picul	70.000	3.50
	Wax, Paraffin (see No. 406).....	“	10.000	0.50
567	Wood Shavings.....	“	2.200	0.11
568	“ Splints	“	2.000	0.10
	Metal Threads and Foil :—			
569	Thread, Gold, Imitation, on Cotton	Catty	3.000	0.15
570	“ Silver “	“	1.800	0.09
571	“ Gold and Silver, Imitation, on Silk.....	Value	5 per cent.	.....
572	Tinfoil	Picul	68.000	3.20
	Sundry :—			
573	Bamboo Baskets, Bamboo Blinds, and other Bamboo Ware	Value	5 per cent.	.....
574	Bent-wood Chairs.....	“	“	.....
575	Coir Yarn.....	“	“	.....
576	Cordage and Twine.....	“	“	.....
577	Emery-cloth and Sand-paper (sheet not over 144 square inches)	Ream	5.000	0.25
578	Furniture and other Woodware.....	Value	5 per cent.	.....
579	Glue (not including Fish Glue) ...	Picul	20.000	1.00
580	“ Cow, Refuse.....	“	20.000	1.00
581	“ Fish.....	“	75.857	3.80

No.	NAME OF ARTICLE	AGREED VALUE		PROPOSED DUTY RATE
		Per	Hk. Tls.	Hk. Tls.
	Sundry (continued) :—			
582	India-rubber and Gutta-percha,			
	Crude.....	Value	5 per cent.	.....
583	" Old or Waste.....	"	"	.....
584	Inks of all kinds.....	"	"	.....
585	Insect Powder.....	"	"	.....
586	Lampwick.....	Picul	54.600	2.70
587	Leather Purses.....	Gross	11.200	0.56
588	Machines, Sewing and Knitting ...	Value	5 per cent.	.....
589	Mirrors.....	"	"	.....
590	Moulding, Picture.....	"	"	.....
591	Oakum.....	Picul	12.600	0.63
592	Rope.....	Value	5 per cent.	.....
593	Shoes and Boots.....	"	"	.....
594	Starch.....	"	"	.....
595	Sulphur.....	"	"	.....
596	Tinder.....	Picul	9.000	0.45
597	Worm Tablets, in Bottles, not over 60 pieces.....	Dozen	0.740	0.037
598	UNENUMERATED GOODS.....	Value	5 per cent.	.....

通商進口稅則

棉花及棉貨類

原色棉布品

一 市布 原布 寬不過四十英寸
粗布 細布 長不過四十一碼

(甲)重七磅及以下

(乙)重過七磅不過九磅

(丙)重過九磅不過十一磅

二 市布 原布 寬不過四十英寸 長不過四十一碼
粗布 細布 每英寸過一百十線

(甲)重過十一磅不過十二磅半

(乙)重過十二磅半不過十五磅半

(丙)重過十五磅半

三 市布 原布 寬不過四十英寸 長不過四十一碼
粗布 細布 每英寸過一百十線

(甲)重過十一磅不過十五磅半

(乙)重過十五磅半

四 粗斜紋布 寬不過三十一英寸
細斜紋布 長不過三十一碼

五 粗斜紋布 寬不過三十一英寸
細斜紋布 長不過四十一碼

(甲)重十二磅七五及以下

每疋

九分一釐

每疋

一錢三分

每疋

一錢八分

每疋

二錢

每疋

二錢三分

每疋

二錢七分

每疋

一錢六分

每疋

二錢

每疋

一錢五分

每疋

二錢

	(乙)重過十二磅七五	每疋	一錢六分
六	洋標布 寬不過三十四英寸 長不過二十五碼	每疋	八分六釐
	(甲)重七磅及以下	每疋	一錢二分
	(乙)重過七磅	每疋	一錢五分
七	洋標布 寬過三十四英寸不過三十七英寸 長不過二十五碼	每疋	一兩六錢
八	冲土布 機織 寬不過二十四英寸 在內 每英寸不過一百十線	每擔	一錢七分
九	平織或斜紋 絨布 棉法絨	每疋	一錢四分
	(甲) 寬不過三十一英寸 長不過三十一碼	每疋	一錢五分
	(乙) 寬過三十二英寸不過四十英寸 長不過三十一碼	每疋	一錢五分
	漂白或染色棉布品(不論光頭)	每疋	一錢五分
〇	漂市布 寬不過三十七英寸 長不過四十二碼	每疋	一錢五分
一	竹布 寬不過三十七英寸 長不過四十二碼	每疋	一錢五分
二	漂粗斜紋布 寬不過三十一英寸 長不過三十二碼	每疋	一錢六分
三	漂細斜紋布 寬不過三十一英寸 長不過四十二碼	每疋	一錢二分
四	漂洋標布 寬不過三十二英寸 長不過四十一碼	每疋	一錢八分
五	白 織花洋紗 燈芯布 水浪布 織花膠布 燈芯磨法布 寬不過三十英寸 長不過三十碼	每疋	二錢四分
六	白素 細洋紗 軟洋紗 稀洋紗 寬不過四十六英寸 長不過十二碼	每疋	四分一釐

(甲) 重三磅二五及以下

每疋 九分四釐

(乙) 重過三磅二五不過五磅二五

每疋 一錢二分

(丙) 重過五磅二五

每疋 一錢七分

五二 白素色素 印花紫白 縐地絲光洋紗
花 色花 印花縐花

寬不過三十二英寸
長不過三十二英寸

六二 白素色素 縐紋呢 寬不過三十三英寸
白素色花 縐紋呢 長不過三十三英寸

七二 原色 漂白色 縐布 (縐紋呢不在內)
印花 染紗縐

(甲) 寬不過十五英寸

每值百兩抽稅五兩

(乙) 寬過十五英寸不過三十英寸

八二 白素色素 白花 色花 羽綾 羽綢 羽綾 羅縐 條子羅縐 水雲綢 斜地羽綢
泰西雲綢 羽縐 條子羽縐 藤法布 冲西縐 寬不過三十三英寸 長不過三十三英寸

每碼 五釐三毫
每疋 二錢三分

九二 白素色素 縐 寬不過三十三英寸
色花 泰西縐 長不過三十三英寸

每疋 四錢

〇三 白素色素 縐 寬不過三十三英寸
色花 泰西縐 長不過三十三英寸

每疋 五錢

一三 平織或斜紋 絨布
棉法絨

(甲) 白色 印花 染紗
織 除雙面印花布

(子) 寬不過二十五英寸
長不過十五英寸

每疋 七分

(丑) 寬過二十五英寸不過三十英寸
長不過十五英寸

每疋 八分五釐

(寅) 寬過三十英寸不過三十五英寸
長不過三十一英寸

每疋 一錢八分

(卯) 寬過三十英寸 不過三十英寸
六英寸 長不過十五碼

(乙) 雙面印花布

色冲毛呢

(甲) 寬不過三十二英寸
長不過二十碼

(乙) 寬過三十二英寸 不過六十四英寸
長不過二十碼

三 素色 尺九 絨 寬不過二十六英寸

四 印花 絨花 拷花 尺六 絨 尺九 絨及燈芯絨 厚燈芯絨 回絨 慕絲錦布 芝蔴絨

五 船用等帆布(細帆布在內)

六 製襪衫用或編結錦布

(甲) 凸起

(乙) 未凸起

印花棉布品

七 印花細洋紗 印花軟洋紗 印花稀洋紗 印花布 印花細布 印花標布(灰印花標在內)
印花粗斜紋布 印花細斜紋布 印花橫工布 印花羅漢 印花羽布 印花磨法布(不在內)

(甲) 寬不過二十英寸

(乙) 寬過二十英寸 不過四十六英寸
長不過十二碼

(丙) 寬過二十英寸 不過三十二英寸
長不過三十碼

每疋 一錢

每疋 二錢二分

每值百兩抽稅五兩

每疋 一錢一分

每疋 二錢二分

每碼 一分四釐

每值百兩抽稅五兩

每碼 一分五釐

每擔 二兩二錢

每值百兩抽稅五兩

每值百兩抽稅五兩

每疋 五分一釐

每疋 一錢二分

第二十八號 修改通商進口稅則補約 民國九年

(丁) 寬過三十二英寸 不過四十二英寸 長不過三十碼

每疋 一錢五分

印花綢地絲光洋紗 見二五號

八三 印花綢 紋呢 寬不過三十二英寸 地花布 長不過三十碼

每疋 一錢四分

印花綢布 見二七號

九三 印花 真洋紅布 寬不過三十一英寸 長不過二十五碼

每疋 一錢

〇四 印花生羅 寬不過三十一英寸 長不過三十碼

每疋 一錢二分

一四 印花羽緞縐布 印提花洋紗(印花條子簽子在內) 印花羽綢 印花縐布 印花泰西縐 印花羽絨 印花斜地羽綢 印花條子羅縐 印花絲羅縐 印花水雲縐 長不過三十碼

每疋 二錢五分

印花棉法絨 見三一號

二四 一色 印花標 寬不過三十二英寸 雙面 印花標 長不過三十碼

每疋 一錢五分

印花 尺九 絨 見三四號

三四 印花〇〇印花羽緞 印花〇〇印花花洋紗〇〇印花衣料縐料〇〇及各種雙面印花布 除已列在第三十七號及四十二號之外

每值百兩抽稅五兩

印花毯 見四五號

印花手帕 見四八號

本稅則所名印花包括各種式樣不論光頭

雙面印花包括各種印花棉布 (甲)各面各色 (乙)雙面同色或印一色或印多色

染紗織棉布品

縐布 見二七號

絨布或棉法絨 見三一號

製襪衫用布 見三六號

未列名染紗織棉布 見五九八號

未列名棉布 見五九八號

棉花棉綫棉紗及棉製品

花 腿帶

新布袋 見五二九號

無花毯 印花毯 老虎毯 (用綢絲或他料滾邊鎖邊在內) 及毯布

帆布 見三五號

縐布 見二七號

方眼或水浪綫毯

(甲)長不過二碼半

(乙)長過二碼半

機織綉花邊嵌邊

棉法絨 見三一號

手帕 未刺綉及無記號

每值百兩抽稅五兩

每值百兩抽稅五兩

每担 四兩

每担 一二兩

每担二兩二錢五分

每值百兩抽稅五兩

每值百兩抽稅五兩

第二十八號 修改通商進口稅則補約 民國九年

(甲) 白色印花夾邊 (未抽絲夾邊)

(子) 不過十三英方寸

每打

一分一釐

(丑) 過十三英方寸不過十八英方寸

每打

一分八釐

(寅) 過十八英方寸不過三十英方寸

每打

二分七釐

(乙) 白色印花抽絲夾邊

(子) 不過十三英方寸

每打

一分八釐

(丑) 過十三英方寸不過十八英方寸

每打

三分八釐

(寅) 過十八英方寸不過三十英方寸

每打

四分六釐

(丙) 印花未夾邊

(子) 不過十八英方寸

每打

一分

(丑) 過十八英方寸不過二十五英方寸

每打

三分二釐

(寅) 過二十五英方寸不過二十九英方寸

每打

四分

(卯) 過二十九英方寸不過三十四英方寸

每打

五分二釐

九四 凸起編結衣服 (用絲線縫及綢面或他種料面在內)

〇五 棉花

一五 未凸起汗衫褲 (用絲線縫及綢面或他種料面在內)

二五 長短襪

每打

一錢四分

每担

八錢

每担

三兩七錢

每打

五分二釐

每打

四分

每打

三分二釐

每打

一分

每打

四分六釐

每打

三分八釐

每打

一分八釐

每打

二分七釐

每打

一分八釐

每打

一分一釐

(甲)兩面未凸起

(子)毛線或無絲光線製

(丑)光線或絲光線製 或用絲綫縫成綉

(乙)凸起

(丙)他種

製襪衫用布 見三六號

三五 面巾浴巾床巾

(甲)毛巾

(乙)方眼或蛇皮面巾浴巾床巾

175 色線或未染色線 (不論光頭)

(甲)縫線

(子)球或鈕

三股

六股

(丑)捲軸或捲圓錐形

雙股 不過五十碼

三股 不過五十碼

第二十八號 修改通商進口稅則補約 民國九年

每担 三兩五錢

每担 七兩五錢

每值百兩抽稅五兩

每值百兩抽稅五兩

每担 二兩五錢

每担 二兩二錢

每担 五兩

每担 九兩五錢

每羅 二分九釐

每羅 三分九釐

第二十八號 修改通商進口稅則補約 民國九年

六股不過五十碼

他種長以此類推

(乙) 編結線刺綉線鈕或球

廢棉花

棉紗

(甲) 原色(不論股數)

(子) 不過十七支

(丑) 過十七支不過二十三支

(寅) 過二十三支不過三十五支

(卯) 過三十五支不過四十五支

(辰) 過四十五支

(乙) 色漂白光絲光等

火麻 細麻 絲 呢絨貨類

亞藤 火藤 藤貨品

新藤袋

舊藤袋

火麻 新藤袋或洋線袋

每羅 七分三釐

每担 四兩一錢

每担 四兩八錢

每担 一兩二錢八分

每担 一兩三錢八分

每担 一兩九錢

每担 二兩一錢八分

每担 二兩一錢八分

每担 二兩一錢八分

每担 四錢二分

每担 四錢二分

每担 七錢

每担 九錢五分

一六	舊麻袋或洋線袋	每值百兩抽稅五兩
一七	洋綫袋布	每担九錢
一八	船用等火麻發麻帆布	每碼一分九釐
一九	成衣細麻帆布(可寬緊)	每值百兩抽稅五兩
二〇	火麻或發麻織油帆布	每碼一分一釐
	絲貨及絲兼雜質貨品	
二一	花素或提花綢緞(絲織)	每值百兩抽稅五兩
二二	純絲織絨	每斤五錢五分
二三	棉底絲海虎絨	每斤一錢五分
二四	編結長短絲襪(人造絲製在內)	每斤三錢五分
二五	絲兼雜質織絨(即棉底絲及他織雜質混合織)	每斤一錢三分
二六	成疋色絲棉緞	每斤一錢三分
	甲 素	每斤一錢六分
	乙 花	每斤二錢
二七	染絲織絲棉緞	每值百兩抽稅五兩
二八	未列名絲棉貨	每值百兩抽稅五兩
二九	純絲織或絲兼雜質織欄杆	每值百兩抽稅五兩

毛棉呢品

- 五八 毛棉呢寬不過三十三英寸 每碼二分四釐
- 六八 重新翻製毛棉呢 如厚呢細呢平厚呢軍呢企頭呢皮布 寬不過五十六英寸 每碼四分
- 七六 花毛羽綢及羽紗 每值百兩抽稅五兩

毛及呢絨品

- 八七 綿羊毛 每担八錢五分
- 九六 毯氈 每磅二分八釐
- 〇八 旗紗布 寬不過二十四英寸 長不過四十碼 每疋三錢三分
- 一八 羽毛 寬不過三十一英寸 長不過六十二碼 每疋七錢八分
- 二八 法蘭絨 寬不過三十三英寸 每碼二分四釐
- 三六 花素或綉紋毛羽綾 寬不過三十一英寸 長不過三十二碼 每疋七錢三分
- 四八 羽毛帶 每担七兩五錢
- 五八 嗶嘰 寬不過三十一英寸 長不過二十五碼 每疋三錢三分
- 六八 哈喇呢修羅呢上企呢冲衣著呢 每碼七分六釐
- 七八 中衣著呢寬不過七十六英寸 每碼七分六釐
- 八八 小呢 寬不過六十四英寸 每碼三分二釐
- 九九 純毛粗絨線絨線及絨繩 每担六兩

五金類

第二十八號 修改通商進口稅則補約 民國九年

八	七	六	五	四	三	二	一	〇	九	八	七	六	五	四	三
鍍鋅或未鍍鋅圈鐵絲段壞線條段截條頭	鍊條及零件	翻砂鐵器毛胚	陽螺旋陰螺旋墊圈	砧型砧錘及零件鍛成鐵器胚(每件重二十五鎊或以上)	未鍍鋅鋼鐵(竹節鋼彈簧鋼器具用鋼不在內)	水電線	絲	管子	小釘	片板	舊紫銅(祇合複製用)	釘	錠塊	錐塊	條竿
每担一錢三分	每担三錢八分	每担二錢六分	每值百兩抽稅五兩	每担五錢七分	每值百兩抽稅五兩	每值百兩抽稅五兩	每担一兩七錢	每值百兩抽稅五兩	每值百兩抽稅五兩	每担一兩七錢	每值百兩抽稅五兩	每担二兩四錢	每担一兩四錢	每担一兩四錢	每担一兩七錢

九〇一	鐵路岔道軌	每值百兩抽稅五兩
〇二	魚尾板狗頭釘	每值百兩抽稅五兩
一三	箍	每担二錢七分
二二	舊鐵(祇合復製用)	每担一錢
三二	釘條條絞紋條變形條丁字水流三角工	每担二錢
四二	字樑及他種建築用	每担二錢
四二	鐵絲元釘鐵方釘	每担三錢
五二	生鐵及鐵磚	每担一錢
六二	管子及配件	每值百兩抽稅五兩
七二	剪口鐵	每担一錢二分
八二	軌	每担一錢六分
九二	鍋釘	每担三錢一分
〇三	螺旋釘	每值百兩抽稅五兩
一三	片板厚八分之一英寸或以上	每担二錢
二三	片板厚不及八分之一英寸	每担二錢五分
三三	小釘	每担四錢五分
四三	絲	每擔二錢六分

第二十八號 修改通商進口稅則補約 民國九年

五三一	鍍銻或未鍍銻絲繩(蔴繩心或無)	每担七錢五分
六三一	器具用鋼彈簧鋼	
六三一	竹節鋼	每担二錢七分
七三一	彈簧鋼	每担三錢二分
八三一	器具用鋼(利鋼在內)	每值百兩抽稅五兩
九三一	鍍銻鋼鐵	
九三一	陽螺旋陰螺旋鍋釘墊圈	每值百兩抽稅五兩
〇四一	管子及配件	每值百兩抽稅五兩
一四一	螺旋釘	每值百兩抽稅五兩
二四一	瓦紋片平片	每担三錢七分
三七一	絲	每担三錢
三七一	絲繩 見一三五號	每担七錢五分
四七一	絲緞 見一一八號	每担一錢二分
四七一	錫屑	每担三錢
四七一	鉛	
五七一	舊鉛(祇合複製用)	每值百兩抽稅五兩
六七一	塊條	每担四錢五分

二六	一六	〇六	九五	八五	七五	六五	五五	四五	三五	二五	一五	〇五	九四	八四	七四
舊馬口鐵	素馬口鐵	花馬口鐵	鍍錫鐵小釘	片	管子	錠塊	錫屑錫渣	鑲錫	錫	水銀	鎳	鐵錘	絲	片	管子

第二十八號 修改通商進口稅則補約 民國九年

每担五錢	每担五錢九分	每值百兩抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	每担三兩五錢	每担三兩五錢	每担六兩三錢	每值百兩抽稅五兩	每担五錢四分	每担二兩三錢	每值百兩抽稅五兩	每担二兩一錢	每担四錢五分	每担五錢一分	每担三錢九分	每值百兩抽稅五兩
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第二十八號 修改通商進口稅則補約 民國九年

三六一 印字金

白銅

條錠片

四六一 絲

錘

六六一 粉錘

七六一 片(花白鉛皮在內)板爐鍋板

食品 飲料 草藥類

魚介海產品

八六一 海菜 石花菜

九六一 鮑魚

〇七一 有刺黑海參

一七一 無刺黑海參

二七一 白海參

三七一 乾蛤蜊蚶子

四七一 鮮蛤蜊蚶子

五七一 干貝

每值百兩抽稅五兩

每担二兩七錢

每担二兩二錢

每担六錢五分

每担八錢四分

每担三錢

每担二兩六錢

每担二兩七錢

每担二兩

每担一兩

每担六錢九分

每担六分

每担二兩一錢五分

六七一	蟹肉乾	每担八錢三分
七七一	魚骨	每值百兩抽稅五兩
八七一	乾鱉魚	每担二錢九分
九七一	魷魚 墨魚	每担六錢八分
〇八一	乾魚 烟燻魚 (乾鱉魚魷魚墨魚不在內)	每担四錢九分
一八一	鮮魚	每担三錢二分
二八一	上等魚肚 (每個重一斤或以上)	每斤二錢五分
三八一	次等魚肚 (每個重不及一斤)	每担二兩八錢
四八一	鮓魚腹	每值百兩抽稅五兩
五八一	鹹魚	每担一錢八分
六八一	魚皮	每担六錢四分
七八一	淡菜 乾贛 乾鯉 乾	每担八錢
八八一	蝦 乾蝦 末	每担一兩一錢
九八一	海帶絲	每担一錢七分
〇九一	海帶	每担一錢三分
一九一	海帶片	每担一兩三錢
二九一	紅菜	每值百兩抽稅五兩

第二十八號 修改通商進口稅則補約 民國九年

第二十八號 修改通商進口稅則補約 民國九年

三九一	魚脊翅魚尾翅	每担四兩四錢
四九一	魚胸翅	每担一兩九錢
五九一	淨魚翅	每担六兩四錢
六九一	鯊魚皮	每值百兩抽稅五兩
七九一	葷食及罐頭物雜貨品	
八九一	鹹猪肉火腿	每担一兩八錢
九九一	發酵粉	每值百兩抽稅五兩
〇〇一	裝桶鹹牛肉	每值百兩抽稅五兩
〇〇二	毛燕窩(揀淨燕窩層在內)	每斤一錢五分
〇〇三	白燕窩	每斤九錢
〇〇四	奶油	每担二兩七錢
〇〇五	罐頭	
〇〇六	蘆筍	每担重八錢八分
〇〇七	鮑魚	每担重一兩二錢
〇〇八	蒸氣煉凝或經消毒奶皮及牛奶	每担重六錢五分
〇〇九	菓及製餅菓料	每担重七錢三分
〇一〇	甜煉乳	每担重九錢六分

四二二 八角茴香

(甲) 上等(每担值十五兩及以上)

每担一兩

(乙) 次等(每担值不及十五兩)

每担四錢五分

五二二 鮮蕓菜

每担二錢五分

六二二 阿魏

每值百兩抽稅五兩

七二二 薏仁米

每值百兩抽稅五兩

八二二 大豆 豌豆

每值百兩抽稅五兩

九二二 乾檳榔

每担二錢四分

〇三二 乾檳榔衣

每担一錢二分

一三二 糖麩

每担八分

二三二 雜糧及雜糧粉(大麥玉蜀黍小米燕麥穀米小麥及所成之粉蕎麥蕎

麥粉穀粉黃玉蜀黍碎裸麥粉〇〇粉在內

麥粉碎小麥〇黍米飯黍仁米山薯粉碎燕麥壓扁燕

麥沙穀米沙穀米粉小麥片西米 西米粉 薯粉不在內

三三二 淨樟腦(製成塊在內)

免稅

四三二 上等冰片

每担三兩三錢

五三二 下等冰片

每斤三兩一錢

六三二 三奈

每值百兩抽稅五兩

七三二

每值百兩抽稅五兩

八三二

每值百兩抽稅五兩

九三二

每值百兩抽稅五兩

	九四二	八四二	七四二	六四二	五四二	四四二	三四二	二四二	一四二	〇四二	九三二	八三二	七三二
	荳蔻	砂仁	荳蔻	桂皮	桂枝	栗子	茯苓	肉桂	丁香	母丁香	高根	良薑	揀淨參
	每担二錢五分	每担一兩	每担十兩	每担九錢	每担一錢八分	每值百兩抽稅五兩	每担七錢	每担五兩	每担九錢	每担四錢	每值百兩抽稅五兩	每担一錢九分	每斤二兩八錢
上等	每斤值過二十五兩												
次等	每斤值過十一兩不過二十五兩												
三等	每斤值過三兩不過十一兩												
四等	每斤值不過三兩												
													每斤一兩一錢
													每斤三錢六分
													每斤九分

第二十八號 修改通商進口稅則補約 民國九年

第二十八號 修改通商進口稅則補約 民國九年

〇八二 赤糖不及和蘭標本色第十一號及青糖

每担二錢二分

一八一 白糖過和蘭標本色第十號(車白糖在內)

每担三錢一分

二八二 白方糖 塊糖

每担五錢

三八二 冰糖

每担三錢七分

四八二 甘蔗

每担五分

酒啤酒燒酒飲水等品

五八二 香賓酒及標名香賓酒

每箱或二十四半二瓶一兩

六八二 阿思梯汽酒

每箱或二十四半二瓶五錢

七八二 他種汽酒

每箱或二十四半二瓶六錢

八八二 紅白葡萄酒(甜酒不在內)

(甲)裝瓶

每箱或二十四半二瓶二錢

(乙)裝桶

每英加倫三分五釐

九八二 裝瓶布而得葡萄酒

每箱或二十四半二瓶七錢

〇九二 裝桶布而得葡萄酒

每英加倫一錢八分

一九二 裝瓶馬塞里葡萄酒

每箱或二十四半二瓶四錢

二九二 裝桶馬塞里葡萄酒

每英加倫一錢

三九二 甜酒除布而得馬塞里(馬得拉馬拉牙舍利等)

(甲) 裝瓶

(乙) 裝桶

威末酒白酒金雞那酒

裝瓶日本清酒

裝瓶日本清酒

濃啤酒啤酒蘋果汁酒梨汁酒

及他種菓汁酒

(甲) 裝瓶

(乙) 裝桶

裝瓶黑啤酒黑苦酒

裝桶黑啤酒黑苦酒

裝瓶白蘭地酒高月白蘭地酒畏士忌酒

裝瓶白蘭地酒高月白蘭地酒

裝瓶畏士忌酒

裝瓶杜松燒酒

裝桶杜松燒酒

他種燒酒(即糖酒阿克維酒倭得喀酒撲恩奇酒等)

每箱或二十四半瓶五錢

每英加倫一錢五分

每箱十二公升二錢九分

每担四錢一分

每十二充瓜脫一錢
或二十四充品脫一錢

每十二充瓜脫或
二十四充品脫七分九釐

每英加倫二分七釐

每十二充瓜脫或
二十四充品脫一錢三分

每英加倫二分八釐

每英加倫一錢三分

每箱十二充瓜脫六錢七分

每箱十二充瓜脫三錢五分

每箱十二充瓜脫二錢三分

每英加倫九分

八一三
荖梗

化學產及染料類

化學產品

〇二三 九一三
醋酸

一三三
硼酸

一三三
炭酸(臭藥水)

二二二
鹽酸(鹽強水)

三二二
硝酸(硝強水)

四二二
硫酸(磺強水)

五二二
阿摩尼阿

六二二
鹽化錳(礪砂)

七二二
硫酸錳(肥料)

八二二
漂白粉

九二二
硼砂淨硼砂

〇三三
炭化鈣(電石)

一三三
硫酸銅(膽礬)

二三三
洋密糖

每担二錢八分

每担一兩五錢

每担一兩一錢

每值百兩抽稅五兩

每值百兩抽稅五兩

每担七錢一分

每担一錢七分

每担一兩三錢

每担八錢九分

每抽三錢七分

每担二錢七分

每担五錢八分

每担三錢七分

每担六錢

每担二兩二錢

第二十八號 修改通商進口稅則補約 民國九年

五六三	四六三	五六三	二六五	一六三	〇六三	九五三	八五三	七五三	六五三	五五三	四五三	三五三	二五三	一五三	〇五三	九四三
天然水靛	人造水靛靛膏	天然乾靛	人造乾靛	石黃	漆綠	藤黃	他種染料顏料	兒茶(搽皮膠)或檳榔膏	薯蕷	呀囉色	酸化鉛(青漆)	硃砂	鎳黃(泥金色)	荳蔻紅	炭精(墨烟)	銅金粉

每担三錢	每担二兩	每担三兩	每担六兩三錢	每担四錢八分	每担一兩一錢	每担二兩八錢	每值百兩抽稅五兩	每担一錢七分	每值百兩抽稅五兩	每值百兩抽稅五兩	每担四兩一錢	每值百兩抽稅五兩	每值百兩抽稅五兩	每担一兩	每担二兩六錢
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第二十八號 修改通商進口稅則補約 民國九年

九六三	八六三	七六三	六六三	五六三	四六三	三六三	二六三	一六三	〇六三	九六三	八六三	七六三	六六三			
黃蠟見四〇五號	燭膠油皂漆蠟等品	燭膠油皂漆蠟等類	白鉛漆	人造銀硃	銀硃	佛頭青或雲青	薑黃	大青或碗青	蘇木	紅花	赭色	五倍子	蘇木膏	紅丹鉛粉黃丹	降香	沖靛

第二十八號 修改通商進口稅則補約 民國九年

每值百兩抽稅五兩	每担一錢六分	每担五錢一分	每担七錢七分	每担一兩	每担三錢三分	每担六錢五分	每担一錢四分	每担二兩	每担二錢	每担六錢九分	每担四兩一錢	每值百兩抽稅五兩	每值百兩抽稅五兩
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蠟燭	蠟燭芯	礦質揮發汽油	礦質或半礦質滑物油膏	亞喇伯膠	安息香	玻崧	血竭	沒藥	乳香	松香	松香膠	紫梗膏	樹膠	滑物草藤油
每担六錢三分	每担三兩八錢	每箱十一錢八分 美加倫一錢五分	每担三錢五分	每担一兩二錢	每担六錢	每担一兩二錢	每担三兩	每担四錢八分	每担四錢八分	每担三錢四分	每担二兩	每担七錢五分	每担九錢	每担六錢

第二十八號 修改通商進口稅則補約 民國九年

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藥用葶蔴油

椰子油

煤油

(甲)裝木箱

(乙)散艙

(丙)空馬口鐵箱

(丁)空木箱及兩馬口鐵箱

胡蔴子油

滑物油

(甲)礦質或半礦質

(乙)他種未列名

裝桶橄欖油

家用及洗衣肥皂(藍點肥皂在內)

大塊成條雙塊淨重不過毛重及每

條重不在七英兩以下按照毛重徵稅

香肥皂化裝香肥皂

斯蒂林白蠟

每值百兩抽稅五兩

每担八錢

每箱十一錢一分
美加倫

每十美
加倫八分

每隻一分

每副二分七釐

每英加倫六分

每美加倫一分五釐

每美加倫二分五釐

每英加倫一錢

每担四錢四分

每值百兩抽稅五兩

每担九錢八分

松節油

(甲) 礦質

(乙) 植物質

黃蠟

油蠟

樹蠟(漆油)

書籍地圖紙及木造紙質類

書籍地圖紙及木造紙質品

捲筒紙烟紙

白或色普通_{無有}光印書紙

簿面花紋紙銅版紙蠟光紙

白及色油光紙

棕色或他色厚薄包皮紙

白或色_{無有}光印書紙(模造紙招貼紙在內及列名印書紙不在內)不用機製木

造紙質

紙板

未列名紙

每英加倫三分

每英加倫四分

每担一兩六錢

每担五錢

每担七錢六分

每担_{重毛}二兩

每担三錢二分

每担六錢一分

每担三錢二分

每担三錢一分

每担四錢六分

每值百兩抽稅五兩

每值百兩抽稅五兩

第二十八號 修改通商進口稅則補約 民國九年

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六一四 無光洋連史紙雪光紙不用機製木造紙質

每担五錢

七一四 寫字紙畫圖紙蠟光印書紙鈔票紙羊皮紙

失格利紙玻璃紙

每值百兩抽稅五兩

八一四 化學木造紙質

每担三錢

九一四 機製木造紙質

(甲)乾

每担一錢七分

(乙)濕(內藏濕量四成以上)

每担八分三釐

〇二四 書籍

免稅

一三四 海圖地圖

免稅

二二四 報及雜誌

免稅

生熟獸畜產類

生皮熟皮皮貨品

生牛皮

每担一兩一錢

皮帶皮

每值百兩抽稅五兩

小牛羊熟皮磨光漆光金漆色

每担十五兩

熟牛皮(鞋底皮製駕馬具之熟皮在內)

每担二兩九錢

熟牛皮磨光漆光金漆

每担九兩

海驃皮	狗皮	狐狸皮	銀狐皮	狐腿皮	火狐皮	已硝山羊皮	未硝山羊皮	野兔皮家兔皮	羔皮	珠皮	獺皮	捨獺獾皮	未硝貂奴皮	香鼠皮	貉獾皮	貂皮
每值兩百抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	全上	全上	全上	每值百兩抽稅五兩	全上	全上	全上	全上	全上

第二十八號 修改通商進口稅則補約 民國九年

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0六7	九五四	八五四	七五四	六五四	五五四	四五四	三五四	二五四	一五四	0五7	九四7	八四7	七四7	六四7	五四7	
北洋嫩鹿茸	老鹿茸	鹿角	牛角	馬尾	馬鬃	孔雀毛	翠毛片(翼尾脊)	整隻翠毛	碎象牙	鱧魚鱗穿山甲片	印度牛黃	虎骨	骨毛羽髮毛角介殼長牙等品	豺狼皮	灰鼠皮	未硝綿羊皮
每架二兩五錢	每担七兩	每担一兩七錢	每担六錢五分	每担二兩五錢	每担二兩一錢	每担二兩一錢	每值百兩抽稅五兩	每百四錢	每斤一錢八分	每担三兩	每值百兩抽稅五兩	每担二兩八錢	全上	全上	全上	全上

南洋麝鹿茸	犀角	麝香	海馬牙	牛筋鹿筋	木材木竹籐類	木材料品	板條	平常砍伐木材(柚木及已列名木材不在內)	重木	輕木	平常鋸解木材	重木	輕木	平常製成木材(即不僅將其鋸解在內)除桅桿	重木	(甲)無疵(淨量)
每值百兩抽稅五兩	每斤四兩	每斤九兩	每值百兩抽稅五兩	每担一兩			每千塊一錢一分	每千英一兩四分	每千英一兩五分	每千英一兩一錢五分	每千英一兩八錢	每千英一兩五錢	每千英一兩五錢	每千英一兩五錢	每千英一兩	每千英二兩

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呀囉治木

降香見染料

鐵木

油木

啤囉木

紅木花梨木

檀香

檀香末

蘇木見染料

秤杆木

香木

日本片木

鑲木

按本稅則名為輕木者係指各種

結球菓及針葉刺葉之樹木如

松樹杉樹檜樹落葉松樹柏樹

水松樹杜松樹扁柏樹凡闊葉之樹木則名為重木

每值百兩抽稅五兩

每值百兩抽稅五兩

全上

每担九分

每担二錢一分

每担四錢三分

每值百兩抽稅五兩

每根九釐

每值百兩抽稅五兩

全上

全上

全上

第二十八號 修改通商進口稅則補約 民國九年

煤柴油瀝青柏油類

煤柴油瀝青柏油品

煤

煤磚

炭

焦煤焦炭

柴油

瀝青

柏油

磁器蕩磁器玻璃等類

磁器蕩磁器玻璃等品

馬口鐵面盆

磁器

蕩磁鐵器

漱口盃茶盃面盆碗徑不過十一公分

面盆碗徑過廿二公分不過卅五公分

未列名蕩磁鐵器

每噸二錢七分

每噸五錢

每担五分

每噸五錢五分

每噸七錢三分

每担二錢四分

每担八分

每羅三錢

每值百兩抽稅五兩

每打五分

每打一錢

每值百兩抽稅五兩

一〇五 六〇五 三〇五

四〇五 三〇五

二〇五 一〇五 〇〇五 九〇四 八〇四 七〇四 六〇四

第二十八號 修改通商進口稅則補約 民國九年

金剛砂布寶砂紙(每張不過一百四十四英方寸)見五七七號

每令二錢五分

火磚

每值百兩抽稅五兩

火泥

每担六分一釐

火石(圓石子在內)

每担四分

三二五 二二五 一七五 〇二五

瓦

每值百兩抽稅五兩

雜貨類

石棉(不灰木)品

石棉塗料

每担一錢八分

石棉絡夾金絲石棉包皮

每担三兩二錢

石棉紙板

每担四錢

石棉紙石棉包皮

每担二兩二錢

石棉線

每担二兩

袋蓆地蓆品

新布袋

每担二兩

新綵麻袋見五七號

每担四錢二分

舊綵麻袋見五八號

每值百兩抽稅五兩

新麻袋洋線袋見六〇號

每担九錢五分

九二五 八二五 七二五 六二五 五二五 四二五

第二十八號 修改通商進口稅則補約 民國九年

粗葵扇

每千三錢五分

花葵扇

每千一兩

細葵扇

每千六錢

紙扇布扇

每千二兩四錢

絹扇

每值百兩抽稅五兩

傘及禦日傘

全部或半部貴重金類象牙雲母殼玳瑁瑪瑙等或飾以寶石所製各種

柄之傘

每值百兩抽稅五兩

他類柄布傘

(甲) 傘骨長不過十七英寸

每值百兩抽稅五兩

(乙) 傘骨長過十七英寸

每柄二分二釐

他類柄雜質綢傘(非絲織)

每柄三分七釐

他類柄綢傘絲兼雜質綢傘

每柄六分五釐

鏗針品

各種鏗

鏗面僅長不過四英寸

每打六分五釐

鏗面僅長過四英寸不過九英寸

每打一錢四分

四五五 三五五

二五五 一五五

〇五五

九四五

八四五

七四五

六四五 五四五 四四五

銼面僅長過九英寸不過十四英寸

銼面僅長過十四英寸

六號針

七號針

配號針(七號不在內)

自來火及製造材料品

安全或他種自來火

小自來火盒長不過二英寸寬不過一英寸另八分之三高不過八分之五英寸每箱百羅九錢二分

大自來火盒長不過二英寸半寬不過一英寸半高不過四分之三英寸

自來火盒長寬高過上列尺寸

製造自來火材料

綠酸鉀(洋硝)

金剛砂粉玻璃粉

貼盒紙

磷質

油蠟見四〇六號

作盒木片

每打二錢五分

每打六錢

每十萬枝二兩七錢

每十萬枝二兩五錢

每十萬枝二兩

每箱五錢

每值百兩抽稅五兩

每担一兩八錢

每担一錢二分

每值百兩抽稅五兩

每担三兩五錢

每担五錢

每担一錢一分

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二八五	一八五	〇八五	九七五	八七五	七七五	六七五	五七五	四七五	三七五	二七五	一七五	〇七五	九六五	八六五
生橡皮樹膠	魚膠	牛皮膠屑	皮膠(魚膠不在內)	傢具及他種木器	金剛砂布實砂紙(每張不過一百四十四英寸)	繩索	棕線	圓木椅	竹籃竹籬及他種竹器	雜貨品	錫箔	絲質假銀線	棉質假銀線	五金線箔品
每值百兩抽稅五兩	每担三兩八錢	每担一兩	每担一兩	每值百兩抽稅五兩	每令二錢五分	每值百兩抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	每值百兩抽稅五兩	每担三兩二錢	每值百兩抽稅五兩	每斤九分	每斤一錢五分	每担一錢

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ANNEX I I.

RULES

RULE I.

Imports unenumerated in this Tariff will pay Duty at the rate of 5 per cent ad valorem ; and the value upon which Duty is to be calculated shall be the wholesale market value of the goods in local currency. This market value when converted into Haikwan Taels shall be considered to be 12 per cent higher than the amount upon which Duty is to be calculated.

If the goods have been sold before presentation to the Customs of the Application to pay Duty, the gross amount of the bona fide contract will be accepted as evidence of the market value. Should the goods have been sold on c. f. and i. terms, that is to say, without inclusion in the price of Duty and other charges, such c. f. and i. price shall be taken as the value for Duty-paying purposes without the deduction mentioned in the preceding paragraph.

If the goods have not been sold before presentation to the Customs of the Application to pay Duty, and should a dispute arise between Customs and importer regarding the value or classification of goods, the case will be referred to a Board of Arbitration composed as follows:—

An official of the Customs ;

A merchant selected by the Consul of the importer; and

A merchant differing in nationality from the importer, selected by the Senior Consul.

Questions regarding procedure, etc., which may arise during the sittings of the Board shall be decided by the majority. The final finding

第一款

通商進口稅則善後章程

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凡進口洋貨不載在進口稅則者應按每值百兩抽稅五兩之例完納惟估價之法亦須訂明以昭平允
 一 所估之貨應按該處發市價為本至市價銀兩則按該處平色為準照此平色合足關平若干惟此數
 一 係有值百抽五之稅銀並洋行經手各色七兩之使費在內自應在估價一百十二兩之數扣除十二兩
 一 方為貨物起岸之實價按每值百兩抽稅五兩
 一 該貨在尚未報關之先已售於華商應視真正合同所載價值之總數即為市價可以按照抽稅
 一 該貨如按某國出口價值並加盤運水脚保險各費照此價值出售華商亦可以為市價按照抽稅
 一 該貨在尚未報關之先並未售於華商應由海關查驗以定其價值之多寡貨色之高下倘海關與該商
 一 意見不同即由海關揀派一員由該商之本國領事官選派商人一位並由領袖領事官亦選派商人一
 一 位惟領袖領事官所派之商人不得與該商同國至三人既認此責自當細心考察惟不能耽延過久定

of the majority of the Board, which must be announced within fifteen days of the reference (not including holidays), will be binding upon both parties. Each of the two merchants on the Board will be entitled to a fee of ten Haikwan Taels. Should the Board sustain the Customs valuation, or, in the event of not sustaining that valuation, should it decide that the goods have been undervalued by the importer to the extent of not less than 7 1/2 per cent., the importer will pay the fees; if otherwise, the fees will be paid by the Customs. Should the Board decide that the correct value of the goods is 20 per cent. (or more) higher than that upon which the importer originally claimed to pay Duty, the Customs authorities may retain possession of the goods until full Duty has been paid and may levy an additional Duty equal to four times the Duty sought to be evaded.

In all cases invoices, when available, must be produced if required by the Customs.

RULE II

The following will not be liable to Import Duty: Foreign Rice, Cereals, and Flour; Gold and Silver, both Bullion and Coin; Printed Books, Charts, Maps, Periodicals, and Newspapers.

A freight or part freight of Duty-free commodities (Gold and Silver Bullion and Foreign Coins excepted) will render the vessel carrying them, though no other cargo be on board, liable to Tonnage Dues.

Drawbacks will be issued for Ships' Stores and Bunker Coal when taken on board.

一
 出凡稅令所每少繳兩考究從期
 自洋罰該報百七若費察應一以半
 應貨繳商每兩兩是用該如自半
 遵由四遵百內五查現貨何經月
 照外倍照兩不錢出訂之考斷為限
 呈國俟所內及此以若二察後考
 繳某此定少七費海是商其海
 不處兩價有兩亦關查人價關察
 得運稅值二五由所出亦色與貨
 故來均輸十錢該估以當亦該價
 為如已納兩此商雖海有應商貨
 隱有完進之費認有翻憑二得三
 匿某清口多即繳不估勞二得三
 處該正則由若符價之人再人
 所貨稅海海是而實項所有所定
 給方並關關查以係現議不說如
 價准按應自出該公議不說如
 值放少將給以商道各憑即不
 憑行報該若該所此送一照相
 單價貨是商報費銀人所同則
 海值暫查所每即十所斷應從
 關行出少百由兩論辦理從
 如完扣以報兩此再此再理從
 令之留該之內商二所該不
 繳正飭商數已認十派貨不

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第二款

凡外國運來之米以及各雜色糧麩
 并金銀以及金銀各錢印字書籍水
 陸各圖新聞紙等均准免稅放行進
 口凡船隻進口雖經專載免稅之米
 及各雜色糧麩等亦應輸納船鈔凡
 油煤等物進口報關納稅後如實為
 復需自用之故轉運下船則海關即
 將已完之稅以存票發還

RULE III

Except at the requisition of the Chinese Government, or for sale to Chinese duly authorized to purchase them, Import trade is prohibited in all Arms, Ammunition, and Munitions of War of every description. No Permit to land them will be issued until the Customs have proof that the necessary authority has been given to the importer. Infraction of this rule will be punishable by confiscation of all the goods concerned. The import of Salt is absolutely prohibited.

RULE IV.

The importation of opium and poppy seeds is absolutely prohibited. The importation of the following articles is prohibited except under bond by qualified medical practitioners, druggists and chemists: Morphia and cocaine and hypodermic syringes; anti-opium pills containing morphia, opium or cocaine, novocaine, stovaine, heroin, thebaine, ghanja, hashish, bhang, Cannabis indica, tincture of opium, laudanum, codeine, dionin, and all other derivatives of opium and cocaine.

第三款

凡食鹽不准販運進口如洋槍
槍子砲礮並一切軍械等物祇
可由華官自行販運進口或由
華商奉有特准明文亦准放行
進口如無明文不准起岸倘被
查拿即行充公

第四款

鴉片烟及罌粟子均完全禁止
入口所有下開各物除經考驗
之醫生藥商及化學家具有保
結外不准販運入口莫啡嗎高
根及針射藥戒烟丸含有莫啡
嗎鴉片烟或高根者奴吾根斯
托魏安洛因狄邊噉渣麻葉大
麻印度麻鴉片酒精鴉片劑鴉
片精狄與仁及其他各物為鴉
片高根所製成者

第二十八號 修改通商進口稅則補約 民國九年

PROTOCOL OF EXCHANGE.

The undersigned Plenipotentiaries having met for the purpose of exchanging the ratifications of the Treaty signed at Washington, October 20, 1920, between China and the United States of America, confirming the application of a five per cent. ad valorem rate of duty to importation of goods into China by citizens of the United States, and the ratifications of the Treaty aforesaid having been carefully compared and found exactly conformable to each other, the exchange took place this day in the usual form.

In Witness Whereof, they have signed the present Protocol of Exchange and have affixed their seals thereto.

Done at Washington this fifth day of November, one thousand nine hundred and twenty-one.

(Signed) Sao Ke Alfred Sze.

(Signed) Charles E. Hughes.

No. 29. AGREEMENT BETWEEN THE CHINESE AND AMERICAN SYNDICATES,
FOR THE EXPLORING, REFINING AND SELLING OF PETROLEUM AND
PETROLEUM PRODUCTS IN SZECHWAN PROVINCE,
31st. OCTOBER, 1922.

Agreement made at Chengtu, China, this 31st, day of October, 1922, between a Chinese Syndicate (hereinafter called the "Chinese Syndicate"), of the one part, and Harry Hussey, acting on behalf of and in trust for an American Syndicate (hereinafter called the "American Syndicate"), of the other part :

Whereas the Government of the Province of Szechwan acting by its Tsung Si Lin proposes to enter into an agreement with the Chinese Syndicate and the American Syndicate, jointly, for the exploring, producing, refining and selling of petroleum and petroleum products in Szechwan Province :

Now Therefore, it is hereby mutually understood and agreed as follows :

(a) The Chinese Syndicate is to be responsible for the obtaining of the proposed concession and its approval by the Provincial Government and the Central Government of the Republic of China.

The Chinese Syndicate is to obtain for the proposed corporation or corporations all the rights, titles and interests of every kind and character, in, to and under the concession granted by the Bureau of Industrial Development to the Kwan Wah Petroleum Company of Szechwan Province.

第二十九號 開採四川石油鑛合同 民國十一年
第二十九號 開採四川石油鑛合同
本合約於民國十一年十月三十一日即西歷一千九百二十二年十月三十一日訂於四川成都董鴻詩代表中國人資本團何士代表美國人資本團由四川政府許與中國人資本團以調查及開採四川石油之權
(一) 中國人資本團擔任向省政府及中央政府辦理立案事項中國人資本團擔任取得四川光華石油公司於民國二年向四川實業廳所請准之一切權利
將來組織正式公司時中國人資本團擔任募集本公司中國人應購之股本全額其

When the proposed corporation or corporations are formed the Chinese Syndicate is to be responsible for the subscription by Chinese Citizens of such capital stock as is to be subscribed for by citizens of China, on terms as is later decided upon.

The members of the Chinese Syndicate agree to use their best knowledge and influence at all times for the protection of the interests of the proposed corporation or corporations.

(b) The American Syndicate is to furnish the necessary experts, direct and be responsible for the work of exploration and the selection of the final area or areas that are to be retained under the proposed agreement mentioned above.

The American Syndicate is to furnish all the money necessary for the salaries of all the men employed by it and all other expenses in connection with the exploration work done under its direction.

When the proposed corporation or corporations are formed, the American Syndicate is to be responsible for the subscription by foreigners of one half of the capital stock of the proposed corporation or corporations on terms as later decided upon.

(c) If in the judgment of the experts the conditions are found to be favorable to the presence of or existence of petroleum the Chinese Syndicate and the American Syndicate will jointly cause to be formed under Chinese law a corporation or corporations for the purpose of exploring, extracting, producing, refining, transporting and selling petroleum and petroleum products.

詳細辦法另定之

中國人資本團之團員對於本公司之權利應隨時盡力維持保護之

(二) 美國人資本團關於調查事項及一切指揮並供給專門技師及選擇最後開採區域皆應完全負責

關於聘用調查人員之薪工及應需之一切費用皆由美國人資本團完全擔負之

(三) 如專門技師認為發現之石油宜於採取時雙方依照中華民國法律組織公司以調查採取煉化運賣石油

To which corporation or corporations the Chinese Syndicate and the American Syndicate agree to transfer all the rights vested in them by the agreement mentioned above and which shall assume all the obligations and liabilities of the Chinese Syndicate and the American Syndicate.

The capital stock of the proposed corporation or corporations shall represent a value sufficient to cover the value of the properties, the expense of the exploration and development work, drilling of wells and the cost of the construction of refineries, storage tanks, pipe lines and all other necessary works.

One sixth of all the capital stock of such corporation or corporations shall be delivered as a royalty upon the order of the Government and shall be free from all present or future assessments. Fifty per cent of the capital stock shall be issued to or upon the order of the American Syndicate and the balance of the capital stock shall be open to subscription by citizens of China. At no time shall more than fifty per cent. of the capital stock be held by foreigners.

The Board of Directors and officers, with the exceptions noted below, of the proposed corporation or corporations shall be as elected by the stockholders in accordance with the Chinese law and the rules and bye-laws adopted at the time of organization. The president of the proposed corporation or corporations shall be as appointed by the Chinese stockholders but on account of the experience of the American Syndicate in the development of the petroleum industry the general manager of the proposed corporation or corporations shall be appointed by the American stockholders.

如公司成立時得承繼雙方團體應有之權利及其義務
股本之價額應適合公司實存財產之價值如調查開井建設工廠及修造油庫安置運輸管及其事項等之費用

公司股本六分之一應報效政府得免現在及將來之捐稅股本百分之五十應由美國團體承受其餘應由中華民國購買外國人購買本公司之股票無論何時不得超過本公司股票總額百分之五十

本公司之董事及辦事人員除下項聲明外概照中華民國法律條例及本公司章程辦理但本公司總理應由

This agreement is executed in both English and Chinese texts. The English text, however, shall in case of dispute govern in the construction hereof.

中華股東聘任之因為美國資本
團有調查及採取煉石油之經
驗故雙方同意本公司總經理由
美股東聘請之

Signed :
For the Chinese Syndicate.

何 賴 藍 鄧 董 劉 但
心 世 錫 慶 述 懋
士 輝 鉦 侯 伯 錫 辛

董鴻詩 印

For the American Syndicate.
Harry Hussey (簽字)

第二十九號
開採四川石油鑛合同
民國十一年



No. 30. AGREEMENT FOR THE ESTABLISHMENT OF THE PETROLEUM INDUSTRY IN SZECHWAN PROVINCE, CHINA, 3rd. NOVEMBER, 1922.

Agreement made this 3rd day of November, 1922, by and between the Government of the Province of Szechwan, (hereinafter called the "Government"), acting by its Tsung Si Lin, of the one part, and Tung Hung Sze, 董鴻詩, acting on behalf of and in trust for a Chinese Syndicate, and Harry Hussey, 何士, acting on behalf of and in trust for an American Syndicate, jointly, (hereinafter called the "Grantees"), of the other part :

Witnesseth that :

Whereas the people of the Province of Szechwan require large quantities of petroleum for their use and as this petroleum has now to be imported from foreign countries at great expense and inconvenience, the Government believes that the development of the petroleum industry in Szechwan Province would be of great advantage and benefit to the people of the Province :

Now Therefore, the Government has invited the Grantees to co-operate with the Government in the exploring, extracting, producing, refining and selling of petroleum and petroleum products in Szechwan Province in accordance with the following agreement, the conditions of which are hereby mutually understood and agreed upon as follows :

1. The Government hereby grants and concedes to the Grantees for the periods limited below, the exclusive right and privilege of exploring for petroleum in the Province

(一) 政府許可並讓與調查團於所訂之期限內調查煤油及一切調查須要之特權調查團願用故本政府招商合辦調查採取製煉及四川之煤油營業茲特訂立合同如左
本省人民確有莫大之利益
（即西歷一千九百二十一年十一月三日）訂立合同委因四川人民每年需用煤油最多此項
人資本團何士代表美人資本團（以後簡稱調查團）雙方於中華民國十一年十一月三日
四川總司令兼攝民政代表四川政府（以後簡稱政府）與四川石油調查團董鴻詩代表華
日用之品純係來自外國展轉運購價值累增漏卮極大本政府深信開辦四川煤油事業對於

第三十號 創辦四川石油合同

第三十號 創辦四川石油合同 民國十一年

of Szechwan, with full power to do and perform any and all acts and things which the Grantees may deem necessary, proper or convenient in connection with such exploration.

The Grantees agree to employ suitable experts to prosecute the work of exploration, and further agree that there shall be expended in or in connection with such work of exploration (or work of exploitation incidental thereto), within thirty-six months from the date of the signing of this agreement, a sufficient sum of money to explore all the oil fields and regions of the Province of Szechwan.

The Grantees agree that this work of exploration shall be started within six months from the date of the ratification of this agreement by the proper authorities and (a) that after the expiration of fifteen months from the date of starting the exploration work, the further work of exploration shall be confined to an area comprising, or to areas comprising, in the aggregate, not over one-half of said province; (b) that after the expiration of the period of twelve months next ensuing, the further work of exploration shall be confined to an area comprising, or to areas comprising in the aggregate, not over one-fourth of said province; and (c) that or before the expiration of the period of nine months then next ensuing, there shall be finally selected an area comprising, or areas comprising in the aggregate, not exceeding fifteen thousand square miles, to which all further work of exploration shall be confined. The Government shall, from time to time, be notified in writing as to the approximate boundaries of the areas to which the work of exploration shall be confined.

專門家辦理調查事務並願自出調查費及一切有關於調查事務之經費由本合同簽訂之日起以三十六個月爲限擔任調查四川全省產油區域調查團(1)願於本合同成立後六個月內着手調查自調查開始之日起十五個月期滿再於指定一區域或各區域內繼續調查唯其區域之總數不得超過全省之半部以上(2)願於再行調查十二個月期滿後其指定之各區域之總數不得超過全省面積四分之一以上(3)又願於再行調查九個月期滿後最後選定各區域其總數不得超過一萬五千平方英里自此以後再行調查之區域以上述之英里爲限以後隨時函知政府聲明調查事務所在之區域界限約數若干

由合同簽訂之後及合同期滿之前調查團得最後選定各區域但不得超過一萬五千平方英里

(二) 政府許與調查團以獨一之特權俾調查團按本合同第一條最後所選定各區域內不得超過一萬五千平方英里調查及開採煤油此項特權於所指定一區或各區域中產有煤油者其出產可量可以滿意則調查團永遠享有此權

(三) 調查團如認定煤油宜於採取則願照中華民國法律組織公司以便調查採取開掘產出化煉煤油而運輸分銷於中國及外洋各國調查團應將按照本合同上應得之權利移轉交與該公司該公司應代調查團負本合同上一切義務及責任調查團對此種一切義務及責任自然解除政府應許該公司立案組織併許與

At any time, however, after the execution of this agreement and before the expiration of the period last above mentioned, final selection of such area comprising, or areas comprising in the aggregate not exceeding fifteen thousand square miles, may be made.

2. The Government hereby grants and concedes to the Grantees the sole and exclusive privilege of exploring for and extracting petroleum in the area or areas (not exceeding fifteen thousand square miles) finally selected in accordance with the provisions of Article 1 of this agreement. This exclusive privilege shall remain in force for so long as petroleum is produced in said area or areas in quantities satisfactory to the Grantees.

3. The Grantees agree that if conditions are found to be favorable to the presence or existence of petroleum, they will cause to be formed under Chinese law a corporation or corporations for the purpose of exploring, extracting, exploiting, producing, refining, or otherwise treating, transporting, distributing and selling (both in China and in foreign countries) petroleum, to which Chinese corporation or corporations the Grantees shall transfer the rights vested in them by this agreement, and which shall assume all the obligations and liabilities of the Grantees under this agreement, and the Grantees shall thereafter be discharged from all such obligations and liabilities. The Government agrees to the registration and incorporation of the said corporation or corporations and that such corporation or corporations shall have all the rights, powers and privileges necessary, convenient or proper for

the successful prosecution of the business for the transaction of which the same shall be formed.

In the first instance eighty-three and one third per cent. ($53\frac{1}{3}\%$) of the stock of such corporation or corporations shall be issued to or upon the order of the Grantees. At no time shall more than fifty per cent. (50%) of the stock of such corporation or corporations be held by foreigners. $16\frac{2}{3}\%$ of the stock of such corporation or corporations shall forthwith be delivered as a royalty upon the order of the Government and shall be free from all present or future assessments. $33\frac{1}{3}\%$ of the stock of such corporation or corporations shall be open to subscription by citizens of China, at par. In case the capital stock of any such corporation or corporations shall be increased, $16\frac{2}{3}\%$ of the amount of such increase shall forthwith be delivered (free from assessments as aforesaid) upon the order of the Government, and $33\frac{1}{3}\%$ of the amount of such increase shall be open to subscription by citizens of China, at par.

4. The Government agrees that in consideration of the foregoing agreement of the Grantees respecting such $16\frac{2}{3}\%$ of such stock, no taxes, assessments or other governmental charges of any kind or description whatsoever shall be imposed, demanded or levied upon or in connection with the enterprise the prosecution of which is contemplated by this agreement, or any income or profits arising therefrom, or any property used in connection with such enterprise.

5. The Government hereby grants to the Grantees the right to enter upon and use in the prosecution of the enterprise contemplated by

- 一切必要之權利權力及特權俾營業可以發達
- 第一次該公司股票以百分計算八十三分零三分之一應由調查團承受凡外國人之股票不得超過百分之五十以上其百分之十六零三分之二(即六分之一)作爲報效政府其餘公司股票應按實價由中華民國國民購買如該公司增加股本其股票發行及承受方法亦照此辦理
- (四) 政府得股票百分之十六零三分之二故對於此項營業或所生利益或與本事業之產業得免各項課稅
- (五) 政府願將官荒地爲本合同所營事業實行時所需要應用者聽調查團應用之已經耕種之官地及民地

其買價及利息應行照市價收買其損害賠償應由確實情形辦理神地及塋墓不得擾害

調查圍於本合同期間中如有曾經中國人開採煤油之地除與中國人另行商議合意外不得以此項已經

開採之地段劃歸本合同之調查圍

(六) 政府按照本合同應許調查圍以此項事業上建設維持及開辦之權

(七) 政府應委派專員一人代表政府並對於本合同一切事務協同調查圍動作

this agreement all uncultivated lands belonging to the Government which may be deemed necessary or useful in carrying out the purpose and intent of this agreement. It is agreed that the purchase price of all cultivated lands or interests therein belonging to the Government and all privately owned lands or interests therein, which it may be deemed necessary or useful to acquire in order to carry out the purpose and intent of this agreement, shall be so determined as to reflect the value of such lands or interests therein taking into consideration the use to which such lands are put at the time of such purchase. Payments under this Article shall in all cases be limited to the actual damage sustained.

Holy places or graves shall not be disturbed.

The Grantees agree that no work of exploitation shall be carried on where Chinese are at the date of this agreement engaged in taking out petroleum, except upon terms satisfactory to such Chinese. The Government agrees that any such areas shall not be considered in computing the territory to be allotted to the Grantees under this agreement.

6. The Government hereby grants to the Grantees the right to construct, maintain and operate such works and accessories as may be deemed necessary or useful in connection with the prosecution of the enterprise contemplated by this agreement.

7. The Government shall name a Commissioner whose duty it shall be to represent the Government for the purposes of this agreement and to cooperate in all respects with the Grantees in carrying out & fulfilling the purpose and intent of this agreement.

8. The Grantees shall not be responsible for delays occasioned by causes beyond their control (such, for example, as war, floods or famine), and the delays for any such reason shall not be taken into account in the computation of any period of time under this agreement.

9. The Government agrees that the rights of the Grantees under this agreement shall be fully protected under any new regulations or laws relating to petroleum which may in the future be enacted or adopted by the Government of the Province of Szechwan or if the control or regulation of the extracting or producing of petroleum in Szechwan Province should again be given or assumed by the Central Government of the Republic of China, the Government agrees to obtain and to hold itself responsible for obtaining the approval of this agreement and the registration of the corporation or corporations by the Central Government of the Republic of China.

10. In case any difference or dispute shall arise between the Government and the Grantees as to any matters whatsoever having to do with this agreement (but not questions relating to Chinese law), or the rights of the parties hereto, the same shall be submitted to arbitration. The Government shall choose one arbitrator, the Grantees shall choose a second arbitrator and the two arbitrators so chosen shall choose the third. The decision of any two arbitrators shall be final or binding.

11. The term "Grantees", as used in this agreement includes the successors of the Grantees and also any corporation or corporations which may be formed as contemplated by Article 8 hereof.

- (八) 本合同所定期間倘遇有意外變故如戰事水災饑荒等等以致延遲則調查團不負責任所有因此延遲之日期不能歸入所定期間計算
- (九) 政府將來規定煤油條例時應鄭重本合同所得之一切權利始終保護如中華民國中央政府將來或須將煤油事業收歸國有時政府對於公司之立案及成立應負完全責任
- (十) 政府與調查團如有轉轄情事為中國法律所未規定者應由雙方各聘一仲裁人再由兩仲裁人選定第三仲裁人三人中以兩人同意解決轉轄生效力
- (十一) 調查團之名稱凡調查團之繼承者及本合同上第三條所指定公司均包括之

The term "petroleum", as used in this agreement, includes petroleum, natural gas, asphalt and their derivatives. It does not include coal.

12. This agreement is executed in both English and Chinese texts. The English text, however, shall in case of dispute govern in the construction hereof.

Signed at Chengtu, Province of Szechwan, China. Nov. 3rd. 1922.

For the Chinese Syndicate.

董鴻詩 [章]

For the American Syndicate.

Harry Hussey 簽字

The Government of the Province of Szechwan.

中華民國十一年十一月三日

川軍總司令印

四川總司令兼攝民政 劉成勳 [章]

中華民國十一年十一月三日

四川總司令兼攝民政劉成勳

董鴻詩 何士

(五) 本合同應備中文英文各一份如有疑義以英文為準

煤油之名稱凡煤油天然煤氣瀝青及此類附產均包括之唯煤炭不在此類

第三十號 創辦四川石油合同 民國十一年

No. 31. AGREEMENT BETWEEN THE CIVIL GOVERNOR OF SHANTUNG PROVINCE AND THE ASIA DEVELOPMENT COMPANY LTD. WITH REFERENCE TO THE REPAIRS IN THE BREAK OF THE YELLOW RIVER DIKE AT KUNG CHIA K'O, 20TH NOVEMBER, 1922.

THE REPUBLIC OF CHINA }
PROVINCE OF SHANTUNG. } ss

KNOW ALL MEN BY THESE PRESENTS:

That this agreement, made and entered into by and between the Civil Governor of Shantung Province, China, acting for and in behalf of the Province of Shantung (hereinafter called the "Governor") and the Asia Development Company Ltd., an American Corporation (hereinafter called the "Company") of Shanghai, China, with reference to the repairs in the break of the Yellow River dike at Kung Chia K'o, in Li Chin District, Shantung, China.

WITNESSETH :

1. The Company, in agreement with the plans (copies of which are attached hereto) agrees to undertake the contract of digging a Leading Channel within the old dikes of the Yellow River and diverting the water of that river from the present course (occupied since August 1921) back to its old bed or to a new channel within the old dikes, and of repairing the break. Full Specifications of the works should be furnished the Governor at the time of signing of this agreement, to be used as a basis for the representative to check the work during construction and at the time of completion. Specifications, together with the plans, attached, are annexed to this contract and are to be considered part of same.

第三十一號 堵築山東利津縣宮家漫口工程合同
本合同由山東省公署(以下稱省署)與上海亞洲建業有限公司(以下稱公司)訂定之
(一)公司情願按照計畫圖(圖附後)承包在該處黃河舊堤之內挑挖引河將河水由現在河道(即上年八月沖出之道)引回舊道或舊堤以內之新河道並堵築口門一切工程所有作法另列清單此項清單應由公司按照全工計畫詳細開清於本合同簽字時送交省署查核以為監工及收工時之標準(該單及計畫圖附於合同為合同之一部份)

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2. Immediately upon the signing of this contract and the depositing of the first payment as specified in Article 9, the Company will make preparations for securing materials for construction, equipment and labor, and will commence work within ten days. The work will be vigorously prosecuted from the start and shall be completed not later than June 30th, 1923, unless prevented by any manner of "force majeure", act of God or labor strikes, except if caused by failure on the part of the Company to pay wages or by unreasonable treatment.

If the work is not completed within fifteen days after June 30th, 1923, then the Company shall be fined One Thousand (\$1,000) Yuan Silver Dollars or equivalent per day for each day from June 30th to the day of completion.

In case the work is prevented by any conditions or matter above mentioned, both parties will then agree as to the length of time for the extension of the period within which the work is to be completed, and if they fail to agree, the matter will be adjusted according to the provisions of Article 13.

3. The Company guarantees the work and the diversion of the river for a period of one year after the completion thereof, and during the period of guaranty shall keep a reliable engineer to stay at the site and look after the work and protect it, and that if within this period should there be any damage or threatened danger to the work due to floods, the Company will make all necessary repairs to the same and if the water does not flow successfully in the Leading Channel the Company will devise other means to take care of the flow, at its own expense for labor and materials.

- (二) 本合同簽字後十日內省署即將第九條內所開之第一次付款交存銀行公司即行預備工人材料器械於十天內開始工作開工後公司即應加緊趕辦除發生罷工或意外天災及其他不可抗力之情事以致工程實難進行者得經雙方商酌展限外(但如公司欠給工資或虐待工人激成罷工者不在此例)全工至遲在一九二三年六月三十日以前一律告竣倘逾期十五天尚未竣工則由六月三十日起至完工日止每天公司認罰洋壹千元整對於應展期限有爭執時按第十三條辦理
- (三) 新挖引河及修築之隄壩一切工程公司應於全工告竣後擔保一年在擔保期內公司應派得力工程師留駐工程地點隨時看守保護倘修築之堤壩被水沖壞及確已發現危險形狀時應由公司即速修補所挖引河設未能暢達收效並應由公司設法修治以完全達到暢流無阻為度所用工料均由公司擔負

4. The Company shall afford sufficient facilities during the progress of the work to the authorized representatives of the Governor for the inspection of all work, and the Company will maintain a qualified engineer thereon. If the representative should observe that the procedure or methods of carrying on the work, in their judgement are detrimental, they may make suggestions to the Company for reference. Upon completion of the work, in accordance with this agreement, the Governor shall designate proper officers or representatives to take over the administration of the completed works.

5. The land through which the Leading Channel is to go shall be furnished by the Governor, the cost of which is not to be included in the sum quoted for the contract. Also the Governor shall furnish without cost to the Company, the lands used in the construction of the dikes, and other structures provided for in this contract.

6. Sufficient vacant land in the vicinity of the work will be loaned to the Company for storing of materials of construction and erection of temporary buildings. The said pieces of land shall be returned to the Governor after the completion of the work.

7. The company shall be responsible for the recruiting of the laborers and in this the flood sufferers shall be given the first opportunities for work.

Accidents on this work, causing temporary disability, permanent disability or death of any workman, when not due to the workman's negligence, will be compensated for in accordance with the common practice on public works in Shantung, however, for total permanent

(四) 公司應任用妥實工程司並於工程進行之時應予省署所派代表等充分之便利以便察視工程該代表等於工程之作法如認為有他項之利害關係得隨時提出與公司參考全工照約告竣之後由公司報知省署派員驗收

(五) 開挖引河建築堤壩等所佔用之地應由省署購備所有地價不在承包價額之內

(六) 工場附近由省署借給公司足用空地一段以便公司存置材料並建造臨時房屋工竣後公司應將該地交還省署

(七) 所用工人應由公司自行招募但以災區人民首先充任設或工人因工作受傷或殘廢或因而殞命並非自不小心者公司按照山東工廠之通行規例發給恤費工人於作工時並非自不小心因傷完全殘廢者公司

disability, received on the work, due to causes other than negligence of the workman, an indemnity of not less than Sixty (\$60.00) Dollars Silver will be paid, and partial disability to be compensated for proportionately on that basis. The Company will furnish competent medical aid to the workmen, giving hospital treatment when necessary, to those receiving injury on the work.

8. The Governor shall pay or cause to be paid to the Company One Million Five Hundred Thousand (\$1,500,000) Yuan Silver Dollars, or equivalent, payments to be made as specified in Article 9 hereof, as compensation for the execution of the work in accordance with this agreement and for guaranteeing the Governor as specified in Article 3 hereof.

9. It is understood and agreed that within ten days after the date of signing of this agreement, the Governor shall deposited or cause to be deposited in the Chinese American Bank of Commerce, of Tsinanfu, the sum of Three Hundred Thousand (\$300,000) Dollars Yuan Silver, or equivalent, One Hundred Thousand (\$100,000) Dollars of which deposit shall be placed to the credit of the Company subject to its order or check without restriction whatsoever. The remaining Two Hundred Thousand (\$200,000) Dollars of said deposit shall be held as a guaranty fund and shall be deposited in the name of the Civil Governor of Shantung in the Chinese American Bank of Commerce, subject to his written stipulation that the said Two Hundred Thousand (\$200,000) Dollars shall be used only as a guaranty fund to be used for the Yellow River work and paid in accordance with the terms of this agreement and shall

發給贍養費至少在六十元以上一部份殘廢者照上例遞減公司在工場上應設醫務員並購備藥品以便醫治工人

(八) 省長願照下開第九條付款辦法付給公司中國通用銀壹百五十萬元以爲公司承辦本合同所訂各項工程及第三條所載一切之包價

(九) 本合同簽字後十天內省署以三十萬元存於濟南中華懋業銀行除其中十萬元以公司名義儲存得由公司隨時支取外其餘二十萬元以省署名義儲存該銀行專作公司擔保金省署並聲明此款應照本合同規定專備河工之用不得因他項挪用省署知會銀行之函及銀行復函應以副本交公司執存公司所包修之

in no case be withdrawn for any other purpose and that a copy of the Governor's letter to the bank and the bank's certificate of deposit or reply shall be furnished to the Company.

When the work is completed, the said guaranty fund of Two Hundred Thousand (\$200,000) Dollars shall be paid to the Company on October 15th, 1923, and the Governor shall on that date certify the completion of the work to the depository bank which shall deliver the said Two Hundred Thousand (\$200,000) Dollars to the Company, but if any damage should occur during the high water season of 1923 to the work done by the Company and if the river is not successfully diverted, the Two Hundred Thousand (\$200,000) Dollars guaranty fund shall be temporarily retained by the bank until such time as the Company has completed the repair as stipulated in Article 3 herein, at which time the Governor shall so certify to the depository bank which shall pay the Two Hundred Thousand (\$200,000) Dollars to the Company.

Furthermore, the Governor shall pay or cause to be paid to the Company, the following sums of money, by depositing the same to the credit of the Company in the Bank of China, Tsinanfu:

January 15, 1923.....	\$180,000.00
February 15, 1923.....	180,000.00
March 15, 1923.....	180,000.00
April 10, 1923.....	170,000.00
May 5, 1923.....	170,000.00
June 1, 1923.....	170,000.00
July 1, 1923.....	150,000.00

Which funds without restriction, shall be subject to the order or check of the Company.

工程完工後此項擔保金二十萬元即於一九二三年十月十五日如數交付公司由省署知照營業銀行聽由
 公司支取但公司對於包修工程及所引河水不能暢達收效時俟公司按照第三條完全修治有效後再行付
 給又省署以下開列各款數目日期以公司名義存於濟南中國銀行付給公司

一九二三年一月十五日	十八萬元
一九二三年二月十五日	十八萬元
一九二三年三月十五日	十八萬元
一九二三年四月十日	十七萬元
一九二三年五月五日	十七萬元
一九二三年六月一日	十七萬元
一九二三年七月一日	十五萬元

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Furthermore, on the first of each month, the Company shall furnish a certified estimate of the portion of the work completed, including materials and equipment at the site, during the preceding month and the Governor or his authorized representatives may check said estimates and find in order. The payments in any case shall be made at the specified dates but the estimate should not vary greatly from the amount of the payment.

10. In the event of the failure on the part of the Governor to make payments at the specified dates, or to fulfill any other obligations of this contract, the Company shall be immediately released from all liability under this contract and shall be compensated for the portion of the work accomplished, including materials and equipment. Furthermore, the Two Hundred Thousand (\$200,000) Dollars guaranty fund, held by the depository bank, in accordance with the provisions of Article 9 hereof, shall become immediately due the Company and shall be paid to the Company by the depository bank.

11. Instruments, machinery, materials and all classes of employees shall be provided by the Company.

12. It is understood and agreed that the Governor will permit the Company to extend the Yellow River Conservancy Bureau's telephone and telegraph lines from Lokow to the Company's office at the works and to use said lines for the transmission of telegrams pertaining to the work, but if the Chinese Government telegraph lines be used, their regular rates will be paid. The Company shall pay for the extension to and installation of instruments in its offices and pay for the operators in its office.

- 以上各款得由公司向該銀行支取每月一日公司應以前月續運到工之材料已完之工作開列詳細清單送交省署或其代表查核屬實後至每月定期即行撥款但公司進行之工程與支取之款項比較不得過相懸殊
- (十) 上述之款如省署不能按期存付銀行或不能照本合同各項履行公司得聲明不負本合同內所訂一切責任並享有已完該部份工程之價額(其中包括材料用具工作等費)又前條規定存於銀行之擔保金二十萬應歸公司享有向該銀行支取
- (十一) 該工程所用各種器具機械物料及應用各項員役均由公司自備
- (十二) 由洛口至工次之河工公電省署應許公司將河務專用之電報電話展長至公司工作地點所設之辦公處其所用機具司機人員等均歸公司自行料理但電報限於河務公電範圍以內如涉及官電之處電費由公司自行處理

13. Difference of opinion which may arise in the wording of the agreement and/or specifications, or other disputes, shall be settled by arbitration in which disinterested arbitrators shall be employed, and one each to be selected by the parties to this contract and a third to be selected by the persons so appointed. Their decisions to be binding on both parties to this agreement.

14. In view of the urgent necessity and benefits to the people for the prompt execution of this work, and its effect on the Province of Shantung, the Company pledges itself to use every reasonable means to complete this work on or before the date specified. The Governor in turn pledges his good offices and all other officials concerned, to give every proper aid to facilitating the work by assisting in matters of transportation, securing materials for construction, work animals and competent labor at normal rates current in that part of Shantung up to the extent of the local supply, and further pledges himself and them to promptly suppress all attempts to hinder or delay the prompt execution of the work. Furthermore, the Governor agrees to provide without cost to the Company, adequate military protection and other forces as may be required for the purpose of maintaining order and protecting the contracting Company's forces whenever called upon to so do.

15. This contract is executed in quadruplicate, in both the Chinese and English languages, one copy to be given to each of the parties hereto and the third to the Commissioner of Foreign Affairs, Tsinanfu, and the fourth filed with the Consulate of the United States of

(主)關於合同內所訂字義及附單所開工程作法雙方如有異議或他種爭執之處應由雙方各請事外之人一人復由該二人公請一第三人會同秉公評斷即為最後之解決

(志)公司鑒於此項工程關係重要應竭力按期完工省署以及其他地方官長對於運輸採料僱傭工人牲畜等事得予以相當之協助如有阻碍工程高拾市價及工人掣肘致碍進行之處地方官應立予以合法之維持

省署應派得力軍隊在工場保護彈壓所有各費由省署擔任

(主)本合同用華英文各繕四份雙方各執中英文一份其餘二份存於濟南美國領事館山東交涉署如有異議之處應以英文為準

America, Tsinanfu. In case of dispute as to the meaning of the texts, the English shall rule.

This greement shall become effective when signed by both parties concerned.

In Witness Whereof, the parties hereto have executed this Agreement on the 20th. day of November 1922, corresponding to the 20th. day of the Eleventh month of the Eleventh year of the Republic of China.

Civil Governor of the Province of Shantung:

Hsung-Ping-Ch'i,
(Sgd.) Seals of the Governor.
sia Development Ccmpany Ltd.
By (Sgd.) Paul P. Whitham,
President and General Manager.

(Sgd.) Ch'ang Shou Ch'en,
Commissioner of Finance,
Province of Shantung.

(Sgd.) Chang Ch'ing Yun,
Director of the Yellow River Bureau,
Province of Shantung.

Witness to the signature and seal of the Governor of the Province of Shantung:

(Sgd.) Shih Li Ping,
Commissioner of Foreign Affairs.

Witness to the signature of the Asia Development Co. Ltd.:

(Sgd.) O. J. Todd,
Chief Engineer, Yellow River Work,
sia Development Co. Ltd.

Signed, sealed and delivered in my presence, this 20th. day of November, 1922.

(Sgd.) C. E. Gauss,
Consul of the United States of America at Tsinan, China.

見證人

亞駐特山山美國
洲濟派東東亞
建美山河財建
業國東務政業
公領交局廳有
司領交局廳限
工事涉局廳公
程事涉局廳總
師官員長長理
O. J. Gauss.
O. J. Todd.
Paul P. Whitham.

西歷一千九百二十二年十一月二十日
中華民國十一年十月二十日

本合
同經雙方簽字後即發生效力
十一月二十日
十月二十日
山東省長
章

熊炳琦

章

第三十一號 堵築山東利津縣宮家漫口工程合同 民國十一年

勘 誤 表 ERRATA

條約號數 Number of the document	頁 數 PAGE	誤 Wrong	正 Correct
No. 2	Table of contents, page I	Treaty of Tientsin	Treaty of Tientsin
No.20	" page III	Memorandum of Agreement	Agreement
第十八號 第一號	目錄第七頁 第七頁第五行	包寫 辨	包裏 辨
"	第十三頁第二四條第一行	辦	辦
"	第三十四頁第五行	每	每船
"	第三十四頁第十五行	伍	伍錢
第二號	第五十一頁第五行	衆各國	合衆國
No. 7	page 85, line 22	or	of
"	page 96, line 33	bought	sought
"	第一百頁邊題	一號	七號
"	第一百零二頁邊題	一號	七號
"	page 105, article 14, line 4	business in thereof	business thereof
"	page 114, article 24, line 6	prevail	prevail
No.11	page 151, article II, line 4	to the	to in the
No.12	page 154, article II, line 18	Fêng-t'ei-hsien	Fêng-t'ai-hsien
No.16	page 203, line 26	mx	mex.
第十七號	第二百六十六頁第十四條第二行	義疑	疑義
No.20	page 232, heading	Memorandum of Agreement	Agreement
第二十二號	第二百六十三頁第九款第一行	二百五十萬	二千五百萬
No.23	page 268, article 4, line 25	of month	of the month
No.24	page 270, heading	regading	regarding
No.26	page 291, paragraph 3, line 2	sec rities	securities
No.27	page 300, line 36	v ce	vice
第二十八號	第三百六十三頁品目二一五	萊醫	萊醫
"	第三百六十三頁品目二五一	爾百	爾爾
"	第三百七十頁第十四行	五六二	三六二
No.29	page 394, paragraph (c), line 4	existence	existence
"	page 395, line 20	royalty	royalty
"	page 395, line 35	as elected by	elected by
No.30	page 400, line 15	royalty	royalty
No.31	page 407, line 27	shall deposited	shall deposit
"	page 411, line 4	This greement	This agreement

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