

Ref Doc #790

C E R T I F I C A T E

Statement of Source and Authenticity

I, Hayashi Kaoru, Chief of the Archives Section,
Japanese Foreign Office, hereby certify that
the document hereto attached in English consisting
of 5 pages and entitled "Agreements concerning
the southern branch of the Chinese Eastern
Railway. July 6, 1898"

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

Certified at Tokyo,

on this 18th day of March 1947.

K. Hayashi
Signature of Official

Witness :

G. Uraly

NUMBER 1898/15.

RUSSIA (Chinese Eastern Railway) AND CHINA.

Agreement concerning the southern branch of the Chinese Eastern Railway.*--July 6, 1898.

Hsü (Ching-ch'êng), Ambassador (?) of the Imperial Chinese Government, and Yang(-ju), Minister of the Imperial Chinese Government to Russia, have received an Imperial Decree of the 7th of the Fifth Moon, XXIV Year of Kuanghsü, that is the 13th of June, 1898, Russian Calendar (June 25th, 1898, New Style), authorizing them to draw up a contract with the Chinese Eastern Railway Company in accordance with the provisions of the Treaty between China and Russia, entered into at Peking on the 6th of the Third Moon, XXIV Year of Kuanghsü, i.e. March 15, 1898, Russian Calendar (March 27th, 1898, N.S.)† and those of the Special Supplementary Articles to the same, agreed upon at St.

Petersburg on the 17th of the Intercalary Third Moon--April 25, 1898-- (May 7th, 1898, N. S.)‡ to the effect that, from the date of the signing of said Treaty by the Chinese Government, in accordance with the permission given in the XXII Year of Kuanghsü (1896) to the Chinese Eastern Railway Company to construct certain railways, a branch line might be built and operated, which should begin at a station, to be selected on the main line of the Chinese Eastern Railway, and extend to the sea-ports, Dalny and Port Arthur in the Liao-tung Peninsula; the said branch line to be dealt with in careful compliance with

*Translation from the Chinese text as printed in Customs, vol. 11, p.233. See Note to this document, post, p. 156.

†No. 1898/5, ante.

‡No. 1898/9, ante.

the terms of the Contract of the 2nd of the Eighth Moon, XXII Year of Kuanghsü, August 27, 1896, Russian Calendar (Sept. 8, 1896, N. S.)^x between the Chinese Government and the Russo-Chinese Bank.

In accordance with the foregoing provisions, the following Articles relating to the construction and operation of a railway through Manchuria are now agreed upon, to-wit;

Article I.--This branch of the Chinese Eastern Railway, extending to the sea-ports of port Arthur and Dalny, shall be known as the Southern Manchurian Branch of the Chinese Eastern Railway.

Article II.--In accordance with Article IV of the Contract of the 2nd. of the Eighth Moon, XXII Year of Kuanghsü, August 27, 1896 (Sept. 8th, 1896, N. S.), which provides that the Chinese Government shall take steps as occasion may require to facilitate the bringing in of the materials needed for the construction of the line, whether transported by water or by land, it is now agreed that the Company may employ steamers or other vessels, and such vessels flying the Company's flag shall be permitted to proceed up the Liao River or any of its branches, and to enter Ying-k'ou (the port of Newchwang) or any port in the Neutral Territory which may prove advantageous to the work of constructing this line, and may there discharge cargo.

Article III.--In order to facilitate the bringing in by the Chinese Eastern Railway Company of the materials and provisions needed in the construction of the Southern Manchurian Branch, it is permitted the Company to build temporary branch lines from this road to Ying-K'ou and to sea-ports in the Neutral Zone, but when the work of building the line is completed and the road is open for traffic the Company

must at the notice of the Chinese Government remove these branch railways; that is to say, within eight years from the date of the survey and determination of the line and the appropriation of the land for its construction these temporary branch lines must be removed.

Article IV.--In accordance with the permission granted to the Company in the XXIII Year of Kuanghsü (1897) to cut timber and mine coal for the use of the railway, it is now agreed to allow the Company to fell timber at its pleasure in the forests on government lands, each tree to be paid for at a price to be fixed by the Engineer-in-Chief or his deputy in consultation with the local authorities, but not higher than the local market rate. But no forests on property in the province of Shengking belonging to the Imperial Family, or on sites that affect the feng-shui being under the direct control of the Peking Government may be injured or disturbed.

The Company shall also be allowed in the regions traversed by this branch line to mine such coal as may be needed for the construction or operation of the railway, the price of which coal shall be fixed by the Engineer-in-Chief or his Deputy in consultation with the local authorities but shall not exceed the royalty paid by other parties in the same locality.

Article V.--Within the leased territory on the Liao-tung peninsula Russia may fix the Customs Tariff to suit herself, and China may levy and collect duties at the boundaries on all goods going from the leased territory to the interior or from the interior to the leased territory. In dealing with this matter China may arrange with Russia for the latter government to establish the Customs at Dalny and from the date of the opening of the said port to international trade to

appoint the Chinese Eastern Railway Company to act as the Agent of the Chinese Imperial Board of Revenue to open and manage the Customs and in its behalf to levy and collect duties. The said Customs shall be under the sole control of the Peking Government, to which the said Agent shall from time to time report its management. In addition there shall be appointed a Chinese civil official to be stationed as Deputy at the said Customs. All baggage of passengers and all goods brought from railway stations within the Russian boundaries by the said line into the territory leased to Russia in the Liao-tung peninsula, or shipped from the said leased territory into the Russian Empire shall be entirely free of all Customs duties as well as of all inland transit and Likin dues. Goods shipped by rail from the interior of China to the leased territory or from the leased territory to the interior must pay export or import duties respectively according to the Imperial Maritime Customs Tariff without increase or reduction.

Article VI.--The Company may at its pleasure assume the responsibility of establishing a line of sea-going vessels flying the Company's flag, to be operated under the Regulations for Foreign Mercantile Shipping. Should these vessels or the management of the business in connection therewith occasion any financial loss, the Chinese Government shall not be held responsible. Passenger fares and freight rates shall be established by the Company to suit itself, and shall in no wise concern the railway. The period of the management of the said enterprise being of course unlimited, the provisions of Article XII of the Contract between the Chinese Government and the Russo-Chinese Bank of the XXII year of Kuanghsü (1896) fixing a price for the purchase of the railway, and a date for its reversion to China without payment, shall not apply to this undertaking.

Article. VII.--As to the location of the southern Manchurian Railway Line, and the determination of the places through which it shall pass, it will be necessary to wait until the Engineer-in-Chief shall have surveyed the route through Manchuria and made report of the conditions to the Head Office of the Company, when the Company or its Agent in Peking shall consult with the Director General of the Railway and decide the matter.

Legal

No. *827* Date *Feb. 20* 194*7*

Subject: *東清鐵道會社續約*
(1898 6 24)

Defense Counsel

Certificate *Chara.*
is attached to this,
~~will be lately complete.~~

Phase *Manchuria* Priority *1*

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

(B) Translationed Copy
(Translation for reference is not attached to this.)

Sign

Note:

Ref Doc # 90

CERTIFICATE

Statement of Source and Authenticity

I, HAYASHI, Kaoru, Chief of the Archives Section, Japanese

Foreign Office, hereby certify that

the document hereto attached in Japanese consisting

of 5 pages^s and entitled "Additional Contract

concerning Chinese Eastern Railway Company,

June 24, 1898 (old style calendar)"

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

Japanese Foreign Office.

Certified at Tokyo,

on this 14th day of February, ^{1947.} 1946.

K. Hayashi
Signature of Official

Witness : K. Uraha

東清鐵道會社續約（譯文）

自六六八頁至六七〇頁

露歷一八九八年六月二十四日聖彼得堡ニ於テ調印

清國特派使許、露國駐在全權公使楊、光緒二十四年五月七日即露歷九十八年六月十三日ヲ以テ勅令ヲ奉シ東省鐵路公臣ト約款締結ノ允可ヲ得タリ但シ該約款ハ清露兩國光緒二十四年三月初六日（露歷九十八年三月十五日）北京ニ於テ締結ノ約款及同年閏三月十七日（露歷四月十五日）聖彼得堡ニ於テ續訂ノ附屬約款ニ於テ清國政府ハ該約款調印後光緒二十二年東省鐵路公臣ニ允許ヒシ鐵道敷設條件ニ準シ一支線ヲ増設シ即東清鐵道幹線ニ屬スル一停車場ヲ起點トシ遼東半島ノ大連灣及旅順口ニ延長敷設スルコトヲ許ス此支線敷設ニ付テハ光緒二十二年八月二日（九十六年八月二十七日）清國政府露清銀行ト訂結契約ヒシ各章程ニ照ラシ處辨スヘシト規定ヒルニ依リ從前ノ締結ノ東清鐵道敷設管理ニ關スル約款ニ接シ支増線設ノ約款ヲ議定スル左ノ如シ

第一條

本約款ニ議定セル東清鐵道ノ支線ハ旅順、大連灣海岸ニ達スヘキモノナルカ故ニ名ケテ東清鐵道南滿洲支線トス

第二條

光緒二十二年八月二日（一九零六年八月二十七日）締結ノ約款第四條ニ鐵道敷設ニ必要ナル材料物品ノ水陸運送ニ關シテハ清國政府ニ於テ夫々便宜ノ方法ヲ設ケ其敏活ヲ計ルヘシトアルニ據リ東省鐵路公司ニ對シ蒸氣船及其他ノ船舶ニ公司旗ヲ掲ケテ遼河及遼河ノ支流、營口并ニ線路關係ノ各海口間ヲ航通スルコトヲ許シ本支線工事ニ對シ必要ナル水路ハ皆往來繫泊シ材料物品ノ運搬上下ヲ得ヘキモノトス

第三條

東省鐵路公司ニ於テ南滿洲支線敷設ノ爲メニ要スル材料及糧食等ノ運送ヲ敏括ナラシムルカ爲メニ其線路ヨリ更ニ支線ヲ假設シ營口及其他關係地方ノ海岸ニ連絡ヒシムルコトヲ得但シ本線路竣工シ全線ヲ通シテ營業ヲ開始ノ上ハ該公司ニ於テ清國政府ノ通告ヲ遵守シ該支線ヲ撤去スヘシ如何ナル場合ニ拘ハス線路踏査ヲ經テ敷地ノ引渡ヲ終ヘタル日ヨリ起

算シ八年以内ニハ必ス之ヲ撤去スヘキモノトス

第四條

光緒二十二年（九十五年）清國政府ヨリ公司ニ對シ木材及石炭ヲ採取シ
鐵道ノ需用ニ充ツルコトヲ許シタルニ基キ今回公司ニ對シ官有地ノ山林
ニ於テ樹木ヲ伐採スルコトヲ許シ其ノ代價ノ辨償ニ付キテハ總監工或ハ
其代理人ニ於テ地方官ト協定スヘク其價額ハ該地方ノ時價ニ超過スルコ
トヲ得サルヘシ但シ盛京省ニ於ケル帝室財産或ハ風水ニ關係アル北京政
府直官ノ樹木ハ之ヲ損害移動スルコトヲ得ス又該支線ノ經過スヘキ地方
一帯ニ於テ鐵道敷設及營業ニ必要ナル石炭ヲ採掘スルコトヲ許可シ其斤
數ニ對シ代價ヲ辨償ヒシノ總監工又ハ代理人ヨリ地方官ト協議決定スヘ
ク其ノ額ハ他人ノ該地ニ於テ採掘スル石炭ニ對シ納付スル稅額ニ超スル
コトヲ得サルヘシ

第五條

露國ハ遼東半島租借地内ニ於テ自ラ稅則ヲ規定スルヲ得ヘク清國ハ境界
線上ニ於テ貨物ノ租借地ヨリ輸入シ若ハ該租借地ニ輸出スルモノニ對シ

收税スヘシ此ノ件ニ付清國政府ハ露國政府ト商議ノ上大連灣ニ於テ其開
港通商後税關ヲ設置スルコトヲ允シ其開設及管理ニ關シテハ東省鐵路公
司ニ委任シテ清國政府ノ戶部代理者トナシ收稅事務ヲ代掌ヒシム但シ該
税關ハ北京政府ノ直轄トナシ右代理者ハ期ヲ定メテ其事務ノ情況ヲ報告
スヘク清國政府ハ別ニ文官ヲ派遣シ該税關駐紮ノ委員トナスヘシ凡ソ乘
客ノ手荷物及貨物ニシテ露境內ノ停車場ヨリ東清鐵道線路ニ依リ遼東半島
ノ露國租借地域內ニ輸送シ或ハ該租借地ヨリ露國境內ニ輸送スルモノハ
一切其關稅及釐金稅ヲ免除スヘキニ鐵道ニ依リ清國內地ヨリ租借地內ニ
輸入シ若ハ租借地ヨリ內地ニ輸入スル貨物ハ必ス清國關稅則ニ照ラシ輸
出入稅ヲ完納スヘキニトス

第六條

東省鐵路公司ハ自ラ海運商船ノ設備ヲ擔當シ該公司ノ商船旗ヲ掲ケ各國
通商航海條約ニ按照スヘシ本條ノ船舶及其經理ニ關シ損失アル場合ト雖
モ清國政府ニ關係ナク其乘客貨物ノ運賃ハ該公司ノ規定ニ一任ス本事業
ハ鐵道事業ト關係ヲ有セス其經理期間ニモ制限ナク光緒二十二年清國政

府議清銀行ト議定トル契約第十二條ノ買收及還付期限ニ關スル箇條ニ據ルヲ要トサルモノトス

第七條

南滿洲鐵道線路ノ方向及經過ノ地方ニ付キテハ監督技師ニ於テ滿洲地方線路踏査ノ情況ヲ公司總局ニ報告シタル後公司直接若ハ在北京ノ代理人ヨリ鐵道局へ原文鐵路公司トアレトモ上文ニ公司ヨリトアルニヨリ清國鐵道局ノ誤字ナルヘシト思ハルト商議ノ上決定スヘシ

光緒二十四年五月二十八日

第一千八百九十八年六月二十四日