

中國
鐵路
借款
合同
全集
下冊

RAILWAY
LOAN AGREEMENTS
OF CHINA

Volume II

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編輯者

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Railway Loan Agreements of China.

—*—
Compiled

by

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T. T. Linn B. S., M. A.

E. W. Chang B. A.

RAILWAY DEPARTMENT,

MINISTRY OF COMMUNICATIONS,

PEKING 1922.

中國
鐵路

借款
合同
全集

(二)



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16	12	Amount	amounting
17	22	euquivalent	equivalent
23	1	furnich	furnish
27	22	invoice	invoices
29	7	Deutsh	Deutsch
31	6	295,484, 14 4d	295,484 11 4d
37	6	drawing up up	drawing up
39	3	Minicter	Minister
41	18	lose	loss
42	9	yours	your
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221	13	comme	somme
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224	8	Hongkping	Hangping
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271	10	of their	or their
273	3	rulling	ruling
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281	12	hindrance	hinderance
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410	19	Banque	Banque
411	5	arlices	articles
435	last	bands	hands

香港政府粵漢鐵路借款合同

(訂立合同緣起及兩造名義)

此合同係

大清國 太子少保湖廣總督部堂張宮保與大英國香港政府訂立。張宮保係欽奉特旨籌辦收回粵漢鐵路事宜。此次借款奏奉中國 皇上諭旨。允准爲湖北湖南廣東三省督撫現任後任訂立。查粵漢鐵路一切事宜案件。均歸張宮保辦理。因需款項。將前給美國公司代爲修造之權利贖回。茲經張宮保商請英國國家借助其款。發給該美國公司買回股份。以完張宮保之專責。英國政府乃託令香港總督允許照籌借助所需之款項。現訂合同如左。

(借款金額)

一香港政府應允借與湖北湖南廣東三省共一百一十萬金鎊。其交給辦法。聲明於下第七條。至三省如何分派攤認其確數。俟議定再行知會。

(拔還借款期限及每期所還金額)

二此項借款以十年爲期。自光緒三十一年九月初八日起算。此項借款本銀分作十期歸還。每一年一期。每期一十一萬

This Agreement is made between His Excellency Chang Junior Guardian of the Heir Apparent, Viceroy of the Hukang Provinces of China of the one part and the Government of Hongkong of the other part.

The viceroy has been imperially appointed to devise means for the resumption of the Canton-Hankow Railway and the present loan has been referred to the Throne and His Majesty the Emperor of China has issued a Decree approving of the Agreement being made by the Viceroys of the Hukuang and Liangkuang and the Governor of Hunan for themselves and their successors in office.

Whereas the Viceroy is charged with the settlement of all questions concerning the Hankow-Canton Railway and for this purpose is in need of funds to redeem the Concession for the building thereof heretofore granted to an American company, and whereas the Viceroy has officially applied to the Government of His Britannic Majesty for financial assistance to buy back the shares in the said American company and so perform the said special charge laid upon His Excellency and whereas the Government of Hongkong has agreed at the instance of the Government of His Britannic Majesty to afford His Excellency the Viceroy the assistance applied for It is now agreed as follows:—

1. The Government of Hongkong agrees to lend to the three Provinces of Hupei, Hunan and Kuangtung the sum of one million one hundred thousand pounds sterling payable as set forth in Clause 7 below. The exact division of the responsibility for this sum will be settled and announced later.

2. The term of the Loan shall be ten years calculated from the SIXTH day of OCTOBER 1905 and repayment of principal shall be made by ten equal instalments of Pounds one hundred and ten thousand (£110,000) each commencing

[1]

金鎊。以第一年尾即丙午年八月十九日爲第一期。但自第五期本分還清之後。如三省欲將下餘未還本銀一時全還。只須六個月之先。豫爲知會方可。將該本及至還日之應給利銀。同時交清。而自其本利全還之日後。此合同則作爲廢紙。

(借款利息之算法)

三此項借款利息。係按每年每百金鎊四鎊半合算。每半年按照隨時下餘未還本銀核算利息一次。

(歸還本利辦法)

四所有歸還本利數目日期。均照本合同附開清單。隨時在香港交其度支院使。金鎊即照兌票若干鎊數查收。或聽香港政府。於各期照當時鎊價折合現銀收兌其項。

(借款之抵押品)

五此項借款以湖北湖南廣東三省煙土之稅捐作保。作爲抵押。此項煙土稅捐。總以此次借款本利儘先償還。此款或全未還清。均不得再用此項稅捐借抵他款。用付本利一切事宜。將來若再有訂立或專或兼抵三省煙土之稅捐之借款。總不得訂明在此次借款之前。亦不得訂明與此次借款

on the SIXTH day of OCTOBER 1906, provided that at any time after the payment of the fifth annual instalment the three Provinces shall be at liberty on giving six calendar months notice beforehand to pay off the whole amount of the principal then outstanding with interest up to the date of such paying off only and thereupon this Agreement shall cease and terminate.

3. Interest on the Loan shall be paid at the rate of four and a half per cent calculated half-yearly on the amount of principal from time to time outstanding.

4. All payments of interest and repayments of principal shall be made in accordance with the amount and dates of the schedule attached to this Agreement to the Treasurer of Hongkong at Hongkong in sterling sight drafts or in the equivalent of sterling amount at the option of the Government of Hongkong.

5. This Loan shall be secured by a first mortgage on the Opium Revenues of the three Provinces of Hupei, Hunan and Kuangtung and shall as regards security for principal and interest rank before any Loan hereafter raised on the security of those revenues and the priority of this Loan shall be expressly stated in any agreement for such subsequent loan secured wholly or in part on the said Opium Revenues. Should hereafter the Opium Revenues of the three Provinces not suffice to meet payments the Viceroy of Hukwang may agree with the Hunan and Kuangtung Governments which provinces quota is insufficient and such province shall supplement the above Opium Revenues by other revenues for the service of the present Loan; but in case of default with regard to payments of interest or repayment of principal of the present Loan the Viceroy may be called upon by His Britannic Majesty's Government to agree with Kuangtung and Hunan which province is in default and that province shall appropriate and place under administration of Imperial Maritime Customs further approved revenues as its security.

平行辦理。務必於合同內載明。所有付還本利等事。俱在此次借款之後辦理。倘將來三省煙土之稅捐。不敷應付。湖廣督部堂可商明湖南廣東核明係何省還款不敷。即由何省添撥他項稅厘歸還。此款倘仍不能應付各期本利。英國國家可請湖廣督部堂商明湘粵核明係何省還款不敷。即由何省另撥他項妥當稅厘歸海關管理。以保此次借款。

(借款以金鎊厘金票作保)

(金鎊厘金票之蓋印簽字及用途)

六此項借款。尚須交存漢口英總領事處金鎊厘金票作保。此票銀數合與此項借款本利總數相同。其上蓋用湖廣總督部堂關防。漢口稅務司簽字。倘每期應還借款本利。屆時在香港不交香港度支院使。即可將此票在於湖北湖南廣東境內作為完厘之用。所有三省官員有關此事者。即須一體飭知遵照。

(借款交付地點及用款憑證)

七此項借款。訂明由香港政府於西歷本年十月六號。一面將英金四十萬鎊。寄至漢口滙豐轉交張宮保名下收用。一面將英金七十萬鎊滙至紐約。交

6. This Loan shall be further secured by deposit with His Britannic Majesty's Consul-General at Hankow of sterling Likin yearly Bonds equal in value altogether to the total amount of the Loan, principal and interest, sealed by the Viceroy of the Hukuang Provinces and countersigned by the foreign Commissioner of Customs at Hankow. In the event of the money to meet a payment of interest or instalment of principal not being handed to the Hongkong Treasurer at Hongkong on due date these Likin Bonds shall become available for the payment of Likin in the Hukuang Provinces and Kuangtung; and the Provincial authorities shall be instructed accordingly.

7. Of the proceeds of this Loan the Government of Hongkong on the 6th day of October 1905 shall remit £400,000 to the Hongkong and Shanghai Bank Hankow to the credit of the Viceroy Chang and shall on the said 6th day of October 1905 also remit £700,000 to New York to the credit of the Chinese Minister His Excellency Liang; and the Hongkong Government may required from the Viceroy through His Britannic Majesty's Consul-General at Hankow such evidence as he may deem satisfactory of the due employment of the funds for the object stated.

8. Before the execution of this Agreement the Viceroy has reported to the Throne and obtained an Imperial Decree approving and sanctioning this Loan Agreement which Decree will be communicated to His Britannic Majesty's Minister at Peking by the Wai Wu Pu officially.

9. The Viceroy has by telegraph consulted the Viceroy of the Liang-kuang who has replied consenting to the pledging of the Opium Revenues of Kuangtung and to the terms of this Agreement so far as they affect that province.

10. This Agreement is executed in six parts in English and Chinese one copy to be retained by the Hukuang Viceroy, one copy by the Canton Viceroy, one

中國駐美欽差梁大臣查收。香港政府仍可託駐漢口英總領事隨時張宮保給予憑據。以見此次借款確係爲以上所議諸事之用。即係爲買回粵漢鐵路權利之用。

(合同奉上諭允准并照會駐京英使)

八此次本合同畫押之前。已由張宮保奏明。欽奉 上諭允准。此次借款合同。應即由 外務部備文照會英國駐京大臣。

(廣東烟土稅作保已經兩廣總督允准)

九本合同內既提及廣東煙土之稅捐兼作保抵。此次借款。經張宮保電商廣東。已經兩廣總督復允情願將該煙土之稅捐作保。暨本合同干涉廣東各條。將來必無異辭。

(合同之分執以英文爲正)

十此合同用華文英文繕成六分。一交湖廣總督衙門。一交兩廣總督衙門。一交湖南巡撫衙門。一交香港總督。一交駐京薩大臣。一交漢口英總領事存案。此合同將來倘有疑義。即以英文爲正。

督部堂 押 漢口英領事 押

copy by the Hunnan Governor, one copy by the Government of Hongkong, one copy by His Britannic Majesty's Minister at Peking and one copy by His Britannic Majesty's Consul-General at Hankow.

In the event of any doubt arising as to the interpretation of the Contract the English text shall rule.

Signed at Wuchang by the contracting parties this eleventh day of the eighth moon of the year thirty one of the Reign Kuang-Hsu being the ninth day of september 1905, Western Calendar.

H.B.M's Consul-General, Hankow,
for the Government of Hongkong.

(Signed)
Seal

Viceroy
(Signed)
Seal

大英國借與湖廣總督之款本利撥還年期清單

計開

一千九百零六年四月初六日	還利息英鎊二萬四千七百五十鎊
丙午年三月十三日	還利息英鎊二萬四千七百五十鎊
一千九百零六年十月初六日	還利息英鎊二萬四千七百五十鎊
丙午年八月十九日	還利息英鎊二萬四千七百五十鎊
一千九百零七年四月初六日	還利息英鎊二萬二千二百七十五鎊
丁未年二月二十四日	還利息英鎊二萬二千二百七十五鎊
一千九百零七年十月初六日	還利息英鎊二萬二千二百七十五鎊
丁未年八月二十九日	還利息英鎊二萬二千二百七十五鎊
一千九百零八年四月初六日	還利息英鎊一萬九千八百鎊
戊申年三月初六日	還利息英鎊一萬九千八百鎊
一千九百零八年十月初六日	還利息英鎊一萬九千八百鎊
戊申年九月十二日	還利息英鎊一萬九千八百鎊
一千九百零九年四月初六日	還利息英鎊一萬七千三百二十五鎊
巳酉年閏二月十六日	還利息英鎊一萬七千三百二十五鎊
一千九百零九年十月初六日	還利息英鎊一萬七千三百二十五鎊
巳酉年八月二十三日	還利息英鎊一萬七千三百二十五鎊
一千九百一十年十月初六日	還利息英鎊一萬四千八百五十鎊
庚戌年二月二十七日	還利息英鎊一萬四千八百五十鎊
一千九百一十年十月初六日	還利息英鎊一萬四千八百五十鎊
庚戌年九月四日	還利息英鎊一萬四千八百五十鎊
一千九百一十一年四月初六日	還利息英鎊一萬二千三百七十五鎊
辛亥年三月初八日	還利息英鎊一萬二千三百七十五鎊
一千九百一十一年十月初六日	還利息英鎊一萬一千一百一十五鎊
辛亥年八月十五日	還利息英鎊一萬一千一百一十五鎊
一千九百一十二年四月初六日	還利息英鎊九千九百鎊
壬子年二月十九日	還利息英鎊九千九百鎊
一千九百一十二年十月初六日	還利息英鎊九千九百鎊
壬子年八月二十六日	還利息英鎊九千九百鎊
一千九百一十三年四月初六日	還利息英鎊七千四百二十五鎊
癸丑年二月三十日	還利息英鎊七千四百二十五鎊
一千九百一十三年十月初六日	還利息英鎊七千四百二十五鎊
癸丑年九月初七日	還利息英鎊七千四百二十五鎊
一千九百一十四年四月初六日	還利息英鎊四千九百五十鎊
甲寅年三月十一日	還利息英鎊四千九百五十鎊
一千九百一十四年十月初十日	還利息英鎊四千九百五十鎊
甲寅年八月十七日	還利息英鎊四千九百五十鎊

一千九百十五年四月初六日
乙卯年二月二十二日
一千九百十五年十月初六日
乙卯年八月二十八日

還利息英鎊二千四百七十五鎊
還利息英鎊二千四百七十五鎊
還本英鎊一十一萬英鎊

共計利息二十七萬二千二百五十英鎊

共計本一百一十萬英鎊

總共本利一百三十七萬二千二百五十英鎊

Schedule of Payments of Interest and Repayment of Principal

Year	Date	Interest	Principal	Total Payment.
1906	April 6th	£ 24,750		£ 24,750
1906	Oct. 6th	24,750	£ 110,000	134,750
1907	April 6th	22,275		22,275
1907	Oct. 6th	22,275	110,000	132,275
1908	April 6th	19,800		19,800
1908	Oct. 6th	19,800	110,000	229,800
1909	April 6th	17,325		17,325
1909	Oct. 6th	17,325	110,000	127,325
1910	April 6th	14,850		14,850
1910	Oct. 6th	14,850	110,000	124,850
1911	April 6th	12,375		12,375
1911	Oct. 6th	12,375	110,000	122,375
1912	April 6th	9,900		9,900
1912	Oct. 6th	9,900	110,000	119,900
1913	April 6th	7,425		7,425
1913	Oct. 6th	7,425	110,000	117,425
1914	April 6th	4,950		4,950
1914	Oct. 6th	4,950	110,000	114,950
1915	April 6th	2,475		2,475
1915	Oct. 6th	2,475	110,000	112,475
		£ 272,250	£ 1,100,000	£ 1,372,250