

第二分卷(1903-1919)

下册



照譯德華銀行臨時墊款憑函

借款緣起

朱督辦鈞鑒。敬啓者。茲以津浦鐵路所餘中國政府五厘息借款債票。未經出售以前。爲工程用款。得以繼續無間起見。柏林德華銀行允照津浦鐵路督辦協商辦法。先墊英金四萬鎊。以備西七月分津浦北段之急需。茲將條款列下。

借款數目及利率并交還期限

一、德華銀行允借與津浦鐵路臨時墊款英金四萬鎊。係按照實在所需數目。分次交付。卽由每次交款之日起。按長年七厘計息。此項借款本息。卽由津浦路續借款最後之債票出售時。全行扣還。或無論如何。卽在西歷本年十二月底還清。

借款之抵押品

二、在柏林德華銀行所存津浦鐵路續借款未經售出之債票。作爲此次臨時墊款。及從前各短期借款之抵押。上項債票。並可爲將來無論何項臨時墊款之抵押。以工程歲事爲度。惟津浦鐵路續行借款。須德華銀行認可。

借款用途

DEUTSCH-ASIATISCHE BANK.

—:O:—

Peking, 11th July, 1912.

The Honourable Mr. Chu Chi-chien,
Director General Tientsin-Pukow Railway,

PRESENT.

Sir,

I have the honour to inform you that, as the final series of bonds of the Chinese Government Five Percent Tientsin-Pukow Railway Supplementary Loan has not yet been issued and with a view to permit of the uninterrupted continuance of the work of construction, the Deutsch Asiatische Bank in Berlin has, in compliance with your request, consented to an advance to the amount of £40,000 (Forty Thousand Pounds Sterling) for the urgent requirements in July of the Tientsin-Pukow Railway, Northern Section, under the following terms and conditions:—

1.—The Deutsch Asiatische Bank agrees to advance the said amount of £40,000 to the Tientsin-Pukow Railway Administration in instalments as required, bearing interest at the rate of seven (7) percent per annum from the date of each instalment, and to be repaid with interest by deduction by the Deutsch Asiatische Bank from the final issue of the Tientsin-Pukow Railway Supplementary Loan Bonds, or, in any case, on the 31st December, 1912.

2.—The unissued part of the Bonds of the Tientsin-Pukow Railway Supplementary Loan now deposited with the Deutsch Asiatische Bank in Berlin are hereby hypothecated as security for this present and former advances made by the Deutsch Asiatische Bank to the Tientsin-Pukow Railway Administration, and these Bonds will in like manner be given as security for any future advances

[1]

[附注]

本凭函共10条，主要内容：关于中国政府因用于津浦铁路从德华银行临时垫款英金4万镑事宜。1912年7月11日中德双方代表在北京签订。凭函中、英文本参见王景春、林则蒸、张恩铨编、1922年交通部铁路总公司北京出版《中国铁路借款合同全集》（上册），第437—440页。

三、此項墊款專備後附預算單所列各款支用。

付料價辦法

四、柏林應付料價。仍按中德公司經理北段總局付價舊章辦理。

借款存於德華銀行

五、此項臨時墊款。應存於德華銀行。俟總局實行需用之時。照後列之條支取。

支取借款手續

六、此項臨時墊款支取憑單。須由北段總局洋總司帳簽字。再由總辦或總辦之代表允准簽字。

提用行車進款辦法

七、此項臨時墊款。以及從前各短期借款。其本利未經付清以前。所有北段行車進款。應視為工程用款。或等於各項借款。此項進款。倘總工程司未經提為工程之用。應均存於德華銀行。並由洋總司帳將行車各進款。每十天報告總辦。轉知總工程司知之。所有提用此項進款章程。亦照第六條辦理。

for the completion of Construction which the Deutsch Asiatische Bank may agree to make to the Railway Administration.

3.—This advance will only be employed for the purposes enumerated in the statement annexed hereto.

4.—The arrangements made between the Berlin Purchasing Agency and the Tientsin-Pukow Railway, Northern Section, for payments of materials purchased at Berlin will remain unchanged.

5.—This advance shall be kept in the Deutsch Asiatische Bank until actually required for the purposes specified in the statement annexed hereto and shall be drawn upon as hereinafter provided.

6.—Requisitions on this advance will be drawn by order issued and signed by the foreign Chief Accountant of the Tientsin-Pukow Railway, Northern Section, and approved and countersigned by the Managing Director or his Representative.

7.—Until complete repayment with interest of this advance and of all former advances made by the Deutsch Asiatische Bank to the Tientsin-Pukow Railway Administration, the latter will treat all their traffic Receipts on the Northern Section as funds for construction works and/or the Loan service, and will deposit with the Deutsch Asiatische Bank such amounts thereof as the Engineer-in-Chief will not require immediately for construction purposes. The Foreign Chief Accountant of the Northern Section shall every ten days furnish to the Managing Director for the information of the Engineer-in-Chief a statement of earnings from all sources. The conditions for drawing on the earnings so deposited with the Deutsch Asiatische Bank will be the same as those provided in clause 6 above.

[2]

無論何時可將此款還清

八、倘中國政府籌有實在中國款項。以備工程之用。中國政府無論何時。可將此款付還。並已支之各項短期借款。一律還清。此項臨時借款函約。即行取消。

函約須照會駐京德使

九、此函所約各條。即由津浦鐵路督辦咨達交通部。轉咨外務部。照會北京德公使查照。

函約以英文爲准

十、此函須繕華文英文各二分。遇有詞義疑難之處。以英文爲准。

函約之簽字及分存

再啓者。此函所載之協商條件。務希

津浦鐵路督辦承認簽字。以一分留存津浦總公所備案。一分

寄還銀行存查。

津浦督辦之承認

西歷一千九百十二年七月十一日

本督辦代表津浦鐵路承認實行函內所載之條件簽字爲據。
中華民國元年七月十一日

8.—In the event of the Chinese Government having bona fide Chinese funds at their disposal for carrying on the work of construction, they may at any time utilise such funds for repaying with interest any advances as may then have been made, and thereby render the arrangements made under this Letter of Agreement null and void.

9.—The terms and conditions of this Letter of Agreement will forthwith be communicated by the Director General of the Tientsin-Pukow Railway through the Board of Communications to the Waichiao Pu and will by the Waichiao Pu be officially communicated to the Minister for Germany in Peking.

10.—This Letter is in duplicate in English and Chinese and it is understood that in the event of any doubt arising regarding the interpretation of its terms the English text shall rule.

I have the honour to request that you will be good enough to signify your acceptance and confirmation of the arrangements and conditions herein contained by affixing your signature to the statement to this effect below, retaining one copy of the Letter so executed for your files and returning the other to the undersigned.

I have the honour to be, Sir,

Your obedient servant,

FOR THE DEUTSCH ASIATISCHE BANK,

H. CORDES.

I hereby accept and confirm on behalf of the Tientsin-Pukow Railway Administration the arrangements and conditions herein contained.

Peking, 11th July, 1912.

(Signed)

(Seal)

[3]

IM JULI 1912 VORRAUSSICHTLICH ZU LEISTENDE
ZÄHLUNGEN IN CHINA.

A-Ausgaben:—

Shantung Bahn Frachten	\$ 70,000
Peking-Mukden Bahn Frachten	„ 30,000
Chee Hsin Co., Cementlieferungen	„100,000
Chinese engineering & M. Co., Kohlen	„ 98,000
China Imp. Exp. & Lumber Co, Schwellen	„119,000
	<u>\$ 417,000</u>
Ein Drittel	\$ 139,000
Peking-Mukden Bahn, Vorschuss	\$ 40,000
Bau & Betriebsausgaben	„250,000
Gehaeleter Europeer	„ 25,000
„ Chinesen	„ 38,000
„ Polizei	„ 7,000
„ Soldaten	„ 8,000
Laufende Ausgaben	„ 20,000
	<u>\$ 527,000</u>

B.-Einnahmen:—(Vorraussichtlich)

Deutsch Asiatische Bank Berlin £30,000 = \$ 300,000	
Betriebseinnahmen	\$ 120,000
Peking-Hankow Railway	\$ 20,000
	<u>\$ 440,000</u>
Zu wenig	\$ 87,000

Wenn von der Deutsch Asiatischen Bank Berlin Statt £30,000 deren £40,000 ueberwiesen wuerden, so koennten die Ausgaben wie oben gedeckt werden.

(Gezeichnet) Brickner.

22/6 1912.

successful flotation and issue of this Loan on the terms herein named the Financial Group shall be granted a period of six months from the date on which this agreement shall be signed within which to issue the Loan to the public. If on the expiration of this period the markets are still unfavourable then the Financial Group shall be entitled to ask the Chinese Government for reasonable extension of time within which to carry out this contract. If the Chinese Government should refuse to grant the extension of time requested this contract shall become null and void.

ARTICLE XVI.—The Financial Group may subject to all their obligations under this agreement transfer or delegate all or any of their rights powers and discretions thereunder to any British or other Company Directors or Agents with power of further transfer and sub-delegation such transfer sub-transfer delegation or sub-delegation to be subject to the approval of the Chinese Government.

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

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

(Signed) LEW YUK-LIN
G. BIRCH CRISP & Co.

WITNESSES:

J. MACLEAVY BROWN.
ERNEST RONEY.

Note.

The following is the text of the preliminary agreement referred to in the third paragraph of the principal document, *ante*, p. 968.

Preliminary Agreement for Crisp Loan, July 12, 1912.

"Peking,
"China.

"THIS INDENTURE (Preliminary Agreement) entered into between His Excellency Hsiung Hsi-Ling, Minister of Finance, acting on behalf of the Chinese Government, (hereinafter referred to as 'the said Government') of the one part, and Edward Frank Birchall Esquire, acting on behalf of the Jackson International Financial Syndicate, (hereinafter called 'the said Bankers') of the other part:— WITNESSETH,—

"WHEREAS the said Government is desirous of contracting a Loan of Ten Million Pounds Sterling, (£10,000,000), and

"WHEREAS the said Bankers, in virtue of a telegram dated the 2nd. of July 1912, a copy of which is attached hereto marked 'A' and forms a portion hereof, are prepared to arrange a Loan of £10,000,000 on behalf of the said Government, on terms specified in a certain telegram dated 27th. May 1912, a copy of which is attached hereto marked 'B' and forms a portion hereof,—

附注

本合同共3条及附件2份，主要内容：关于中国政府向英国政府借款英金1000万磅事宜。1912年7月12日，中、英双方代表在北京签订。合同英文本参见英国牛津大学出版社美国纽约分社1921年出版、马慕瑞编《中国约章》第2卷，第972—973页，中文本参见王铁崖编、1959年4月三联书店出

版《中外旧约章汇编》第二册，第823—824页。

NUMBER 1912/10: SEPTEMBER 6, 1912

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"NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:—

"1.—The said Government will forthwith issue instructions under the signature and seal of the Prime Minister together with the Seal of the Minister of Finance, to the Chinese Minister to the Court of St. James (London), giving the said Minister full power to negotiate and enter into an Agreement with A. Wendell Jackson, Esquire, and to sign a contract for the said Loan with the said Jackson International Financial Syndicate.

"2.—The Principal and Interest of the said Loan shall be specifically secured by a first charge upon the Surplus Revenue derived by the said Government from the operations of the Salt Gabelle, such charge to be subject only to prior Loans unredeemed on the date hereof and secured by the same Revenue.

"It is agreed and understood that the matter of the proposed Chinese Chartered Corporation referred to in the telegram dated 27th. May 1912 attached hereto marked 'B' shall form the subject for further discussion and negotiations.

"3.—In the event of the negotiations referred to in clause 1 hereof being ineffective, this Indenture shall become null and void.

"IN WITNESS WHEREOF, we hereunto set our Hands and Seals at Peking this twelfth day of July 1912.

" (SIGNED) HSIUNG HSI-LING.

(SEAL)

" (SIGNED) E. F. BIRCHAL.

(SEAL)

" APPENDIX 'A'

" TELEGRAM received at Peking 2nd. July 1912.

" 'We can arrange Loan for £10,000,000 Sterling by the Jackson International Financial

" 'Syndicate on terms as specified in your telegram of 27th. May. The contract must

" 'be signed in London. The President and Minister of Finance must give full instruc-

" 'tions to Chinese Minister in London with full power to negotiate an Agreement with

" 'A. Wendell Jackson and to sign contract with the Jackson International Financial

" 'Syndicate.' Telegram ends."

" APPENDIX 'B'

" TELEGRAM despatched from Peking on May 27th. 1912.

" 'If we undertake to supply £10,000,000 which will be fully secured by the Salt Gabelle,

" 'upon the following terms,—half if possible in six weekly payments and the balance

" 'on issue of Loan, the Chinese Government will issue forthwith a Charter to the

" 'Chinese Chartered Corporation empowering it to act as its Financial Agent in Europe

" 'and America.' Telegram ends."

NUMBER 1912/10.

RUSSIA AND CHINA.

Agreement for the construction of a spur of the Peking-Mukden Railway on the Russian Concession at Tientsin.—September 6, 1912.*

This memorandum of agreement between the Chinese Government Ching-feng Railway, hereinafter referred to as the Railway, and Ch. P. Kristy, Esquire, Consul for Russia at Tientsin, acting by virtue of his power as Consul, herein-after referred to as the Consul, made at Tientsin on this date of sixth day of September one thousand nine hundred and twelve.

* Text as printed in *Izvestia*, 1913, vol. I, p. 99.

中華民國元年七月十一日

附 註

本憑函見“鐵路借款合同彙編”，第1冊，頁290—291。英文本見同書，西文編，卷1，頁263—265。

本憑函係德華銀行代表人 柯達士與津浦鐵路督辦朱啓鈴所議定。

1912—12—英國

克利司浦借款原合同

一九一二年七月十二日，北京。

本合同由財政總長熊希齡代中國政府（以後稱政府）與柏沙爾代姜克生萬國財政社（以後稱銀行）訂立。茲因政府願訂借英金一千萬鎊，銀行按照本合同附件（甲）中華民國元年七月二日電文替政府商訂英金一千萬鎊借款，其條件照本合同附件（乙）中華民國元年五月二十七日電文所定，雙方商訂如下：

一、政府即將國務總理簽署並經財政總長簽署之訓令發給中國駐倫敦公使，給予全權與姜克生商訂合同並與姜克生萬國財政社訂立借款契約。

二、借款本利，除此項借款訂立前業已指定為從前借款之擔保未經清還者外，即以政府舉辦之鹽課羨餘作為儘先之抵押。茲訂明，本合同附件（乙）中華民國元年五月二十七日電文所云擬設中華特許公司一事容後續商。

三、本合同第一款所載彼此洽商，如無結果，本合同即行作廢。中華民國元年七月十二日在北京簽押。

附件(甲)：中華民國元年七月二日 北京接得之電文

敝處可按尊處五月二十七日電文所定條件，由姜克生萬國財政社借款英金一千萬鎊。契約應在倫敦簽訂。總統與財政總長應訓令中國駐倫敦公使，給予全權，與姜克生商訂合同，並與姜克生萬國財政社簽訂契約。

附件(乙)：中華民國元年五月二十七日 北京發出之電文

本處允按下述條件供給以鹽課為擔保之英金一千萬鎊借款，其一半儘可能每週付款分六週交付，其餘於發售借款時交付，中國政府應頒發特許狀，給與中華特許公司，授權該公司為駐歐美之財政代理人。

附 註

本合同及附件均係譯自英文本。英文本見“馬慕瑞：中國約章”，卷2，頁972—973。漢文本未找得。編者翻譯時參照一九一二年八月三十日的“五釐金鎊借款合同”。

附件係姜克生萬國財政社與財政部之間的來往電文，因與合同有關，附在合同之後。

1912—13—德國

德華銀行臨時墊款憑函

一九一二年八月十二日，北京。

朱督辦鈞鑒：敬啓者，茲以津浦鐵路所餘中國政府五厘息借款債票未經出售以前，為工程用款得以繼續無間起見，柏林德華銀行允照津浦

照譯德華銀行臨時墊款憑函

借款緣起及數目條件

朱督辦鈞鑒。敬啓者。茲以津浦鐵路所餘中國政府五厘息借款債票。未經出售以前。爲工程用款。得以繼續無間起見。柏林德華銀行允照津浦鐵路督辦協商辦法。先墊英金四萬九千鎊。以備西八月津浦北段之急需。即函後連附之預算所列各款是也。一切章程。均仍照西七月十一號英金四萬鎊之墊款條件辦理。

現在之墊款英金四萬九千鎊。彼此合意。應視爲與以上所云。西七月分所墊付津浦鐵路北段之英金四萬鎊。以及前德華銀行所墊付各款。一律辦理。

DEUTSCH-ASIATISCHE BANK.

—:o:—

Peking, 12th August, 1912.

The Honourable Mr. Chu Chi-chien,

Director General of the Tientsin-Pukow Railway, Peking.

SIR,

I have the honour to inform you that, as the final series of bonds of the Chinese Government Five Percent Tientsin-Pukow Railway Supplementary Loan has not yet been issued and with a view to permit of the uninterrupted continuance of the work of construction, the Deutsch Asiatische Bank in Berlin has, in compliance with your request, consented to an advance to the amount of £49,000.— (Forty Nine Thousand Pounds Sterling) for the urgent requirments in August of the Tientsin-Pukow Railway, Northern Section, as specified in the Statement annexed hereto, under the terms and conditions set forth in my Letter of Agreement for the advance of \$40,000 for the month of July, dated the 11th of July, 1912.

It is understood and agreed that this present advance of £49,000 shall be treated in conjunction with the advance for July of £40,000 above referred to and with all previous advances made by the Deusteh Asiatische Bank to the Tientsin-Pukow Railway Administration.

I have the honour to request that you will be good enough to signify your acceptance and confirmation of the arrangements and conditions herein contained by

[1]

附注

本凭函关于中国政府因津浦铁路工程用款，从德国柏林德华银行垫款英金49000鎊，一切章程均仍照1912年7月11日所订垫款条件办理。1912年8月12日，中、德双方代表在北京签订。本凭函系德华银行代表人柯达与津浦铁路督办朱启钤议定。本凭函中、英文本参见王景春、林则蒸、张恩隍

编、1922年交通部铁路总公司北京出版《中国铁路借款合同全集》（上册），第441—443页。

借款之簽字及分存

此項協定之條件。即請

督辦承認作證。並將此函所付預備簽押之單據二分簽字。以

一分歸還敝處。一分留存

鈞處備案。

津浦督辦之承認

西歷一千九百十二年八月十二日

本督辦代表津浦鐵路承認實行函內所載之條件簽字爲據。

中華民國元年八月十二日

affixing your signature to the statement to this effect below, retaining one of the two copies of this Letter so executed for your files and returning the other to the undersigned.

I have the honour to be, Sir

Your obedient servant,

FOR THE DEUTSCH-ASIATISCHE BANK,

(S'd) H. CORDES,

I hereby accept and confirm on behalf of the Tientsien-Pukow Railway Administration the arrangements and conditions herein contained.

Peking, 12th August, 1912.

(S'd)

(Seal)

(Extract of the Estimate for the month of August, 1912,
signed by the Chief Accountant Mr. Brickner
on July 27th, 1912.)

[illegible]

Shantung Railway	\$ 55,387.-.	
Cement Works	\$110,590.-.	
Lumber Co.	„ 80,250.-.	
Engineering Co.	„ 88,519.-.	
Peking Mukden R.	„ 30,000.-.	\$364,746.-.
		<u>\$735,443.64.</u>

華中鐵路有限公司臨時墊款憑函

朱總長鈞鑒。敬肅者。茲以津浦鐵路所餘中國政府五厘息續借款債票。未經出售以前。爲工程用款。得以繼續無間起見。英京華中公司允照

貴總長協商辦法。暫借英金不逾三十萬鎊之數。按次交付。以應津浦南段之急需。茲將條款列下。

一、華中公司允借與津浦鐵路臨時墊款。不逾英金三十萬鎊之數。付至西歷一千九百十三年三月三十一號爲限。年息七厘。即由每次付款之日起。計算利息。此項臨時借款。以及前次已付之各臨時借款。並同利息。將來即由津浦鐵路續借款最後之債票發售時。全數扣還。或無論如何。即在西歷一千九百十三年三月三十一號付還。

二、所有津浦鐵路續借款未發售之債票。歸英京發售者作爲此次臨時墊款及從前各短期借款之抵押。前項債票。並可爲將來無論何項臨時借款之抵押。以工程歲事爲度。惟須得有華中

CHINESE CENTRAL RAILWAYS LIMITED.

—:O:—

Peking, August 28th, 1912.

The Honourable Mr. Chu Chi-Chien,
Minister of Communications, Peking.
Sir,

I have the honour to inform you that, as the final series of bonds of the Chinese Government 5% Tientsin Pukow Railway Supplementary Loan has not yet been issued, and with a view to permit of the uninterrupted continuance of the work of construction and maintenance, Chinese Central Railways Limited, London, has, in compliance with your request, consented to make advances not exceeding £300,000 sterling, in instalments to meet the urgent requirements of the Tientsin Pukow Railway, Southern Section, under the following terms and conditions:—

1. Chinese Central Railways Limited agree to make the said advances, not exceeding £300,000 (Three Hundred Thousand pounds) in monthly instalments as required, up to March 31st 1913, bearing interest at the rate of 7% per annum from the date of each instalment: these advances together with previous advances already made by Chinese Central Railways Limited to be repaid with interest by deduction by Chinese Central Railways Limited from the final issue of the Tientsin Pukow Railway Supplementary Loan bonds, or in any case on March 31st 1913.

2. The unissued part of the bonds of the Tientsin Pukow Railway Supplementary Loan (London issue) are hereby hypothecated as security for this present and all former advances made by Chinese Central Railways Limited to the Tientsin Pukow Railway Administration, and these bonds will in like manner be given as

[1]

附注

本凭函共8条及附件1份，主要内容：关于中国政府因津浦铁路工程用款向英京华中铁路有限公司临时借款30万英镑事宜。1912年8月28日，中英双方代表在北京签订。凭函中、英文本参见王景春、林则蒸、张恩镗编、1922年交通部铁路总公司北京出版《中国铁路借款合同全集》（上册），

第451—456页。（注意：本《全集》印刷错误，453页、455页重复）

公司之同意方可。

三、此次借款專備以下所指定之需用。

(甲) 支付南段所欠未付各債。以及預備必須之車輛。並甯浦間之輪渡等項。

(乙) 繼續南段之工程。

四、此項臨時墊款。應存放滙豐銀行。俟實在需用時。照後列之條款支取。

五、此項臨時墊款支取憑單。須由南段總局洋總收支簽字。再由總辦或總辦之代表允准簽字。

六、此項臨時墊款。以及從前各短期借款。其本利未經付清以前。所有南段行車進款。應視同工程之款。或為付給借款利息之用。此項進款。倘總工程司並非立時需為工程之用。均應存放滙豐銀行。並由洋總收支將行車各進款。每十天報告總辦。轉知總工程司知之。所有提用此項進款章程。悉照第五條辦理。

security for any future advances for the completion of construction which Chinese Central Railways Limited may agree to make to the Railway Administration.

3. It is hereby agreed that these advances will be applied solely to the following purposes:—

- a. Payment of the Southern Section's outstanding obligations, and the provision of the necessary rolling stock and ferry between Pukow and Nanking.
- b. Continuance of construction work on the Southern section.

4. These advances shall be kept in the Hongkong and Shanghai Banking Corporation until actually required for the purposes specified in Clause 3 and shall be drawn upon as hereinafter provided.

5. Requisitions on these advances will be drawn by orders issued and signed by the foreign Chief Accountant of the Tientsin Pukow Railway Southern Section and approved and countersigned by the Managing Director, or his representative.

6. Until complete repayment with interest of these advances and of all other advances made by Chinese Central Railways Limited to the Railway Administration the latter will treat their traffic receipts on the Southern Section as funds for construction works and/or loan service, and will deposit with the Hongkong and Shanghai Bank such amounts thereof as the Engineer-in-Chief will not require immediately for construction purposes. The foreign Chief Accountant of the Southern Section shall every ten days furnish to the Managing Director for the information of the Engineer-in-Chief a statement of earnings from all sources. The conditions for drawing on the earnings so deposited with the Hongkong and Shanghai Bank will be the same as those provided in Clause 5 above.

七、倘中國政府籌有實在中國款項。以備工程之用。中國政府無論何時。可將此款付還。並將已支之各短期借款。一律還清。此項臨時借款函約。即行取銷。

八、此函所約各條。即由交通部轉咨外交部。照會北京英公使查照。

此函須繕華英文各二份。遇有詞義疑難之處。應以英文爲准。

此函所載之協定條件。應請

貴總長承認簽字。即請

鈞處留存一份。送還公司一分爲荷。

西歷一千九百十二年八月二十八日

本總長代表津浦鐵路承認函內所載協定之各條款簽字爲據。

中華民國元年八月二十八日

7. In the event of the Chinese Government having bona fide Chinese funds at their disposal for carrying on the work of construction, they may at any time utilise such funds for repaying with interest any advances as may then have been made, and thereby render the arrangements made under this letter of agreement null and void.

8. The terms and conditions of this Letter of Agreement will forthwith be communicated by the Ministry of Communications to the Waichiaopu and will by the Waichiaopu be officially communicated to the Minister for Great Britain in Peking.

This letter is in duplicate in English and Chinese and it is understood that in the event of any doubt arising regarding the interpretation of its terms the English text shall rule.

I have the honour to request that you will be good enough to signify your acceptance and confirmation of the arrangements and conditions herein contained by affixing your signature to the statement to this effect below, retaining one copy of the letter so executed for your files and returning the other to the undersigned.

I have the honour to be,

Sir,

Your obedient servant,

(S'd) S. F. MAYERS.

For Chinese Central Railways Limited.

I hereby accept and confirm on behalf of the Tientsin Pukow Railway Administration the arrangements and conditions herein contained.

[3]

照譯華中公司代表梅爾思來函

抵押借款之津浦債票。華中公司有隨意購買之權。以八十八磅作價。

朱總長鈞鑒。敬肅者。所有本日函約。由華中鐵路有限公司借與津浦南段英金三十萬磅。以西歷一千九百十三年三月三十一號以前。或三月三十一號爲歸還之期。此項借款。係用未發售之津浦鐵路續借款債票爲抵押。倘在一千九百十三年三月三十一號以前。可以發售債票。即可飭令華中公司設法發售。照歷年售票辦法辦理。倘勢難發售。即由華中公司於一個月以前。先行知照津浦鐵路。如津浦鐵路實在不能交還前項借款。則華中公司可有隨意購買之權。以八十八磅作價。至所購之數。以足敷償還前後各臨時墊款爲止。所有每百磅得價八十八磅一節。係照近日市價除去利息及銀行應扣之五

CHINESE CENTRAL RAILWAYS LIMITED.

Peking, August 28th., 1912.

The Honourable Mr. Chai Chi-Chien,
Minister of Communications, Peking.

SIR,

With reference to the Letter of Agreement of today's date for advances up to £300,000 from Chinese Central Railways Limited to the Tientsin Pukow Railway, Southern Section, to be repaid on or before March 31st 1913, and in consideration for which the unissued bonds of the Tientsin Pukow Railway Supplementary Loan (London issue) are hypothecated as security it is understood that if it is possible before 31st March 1913 to issue the balance of the loan, the Chinese Central Railways Limited will be duly authorised to take the necessary steps as on the occasions of previous issues: should no issue appear possible, Chinese Central Railways Limited will notify the Railway Administration one month prior to the date upon which these advances are due for repayment, and if the Railway Administration is unable to repay all advances at due date it is understood that Chinese Central Railways Limited shall have the option to purchase at £88 sufficient bonds to repay these and previous advances. This price of £88 for each £100 bond is based on the present market price less interest and commission.

[1]

磅半費用計算也。如蒙 允准華中公司隨意購買之權。並允其將來果須實行時。可請中國駐英代表會同辦理。俾此項債票。可以在股票交易所隨時發售也。專此敬達。順頌

勛祉

賜復

華中鐵路有限公司代表梅爾思謹肅

西歷一千九百十二年八月二十八日

中華民國元年八月二十八日

壬子年七月十六日

I shall be glad if you will favour me with a reply granting this option to Chinese Central Railways Limited, and assuring them that in the event of its being exercised the Chinese Minister in London will be called upon to cooperate in taking the steps which would be necessary to obtain quotation of these bonds on the London Stock Exchange.

I have the honour to be,

Sir,

Your obedient servant,

(S'd) S. F. MAYERS,

FOR CHINESE CENTRAL RAILWAYS LIMITED.

[2]