

外務省
記録

至
年
月
日

露人ノ獲得セシ韓國森林事業
及在順安鎭其他特權未入賣渡
契約關係シマケテ可申出ニ付

第

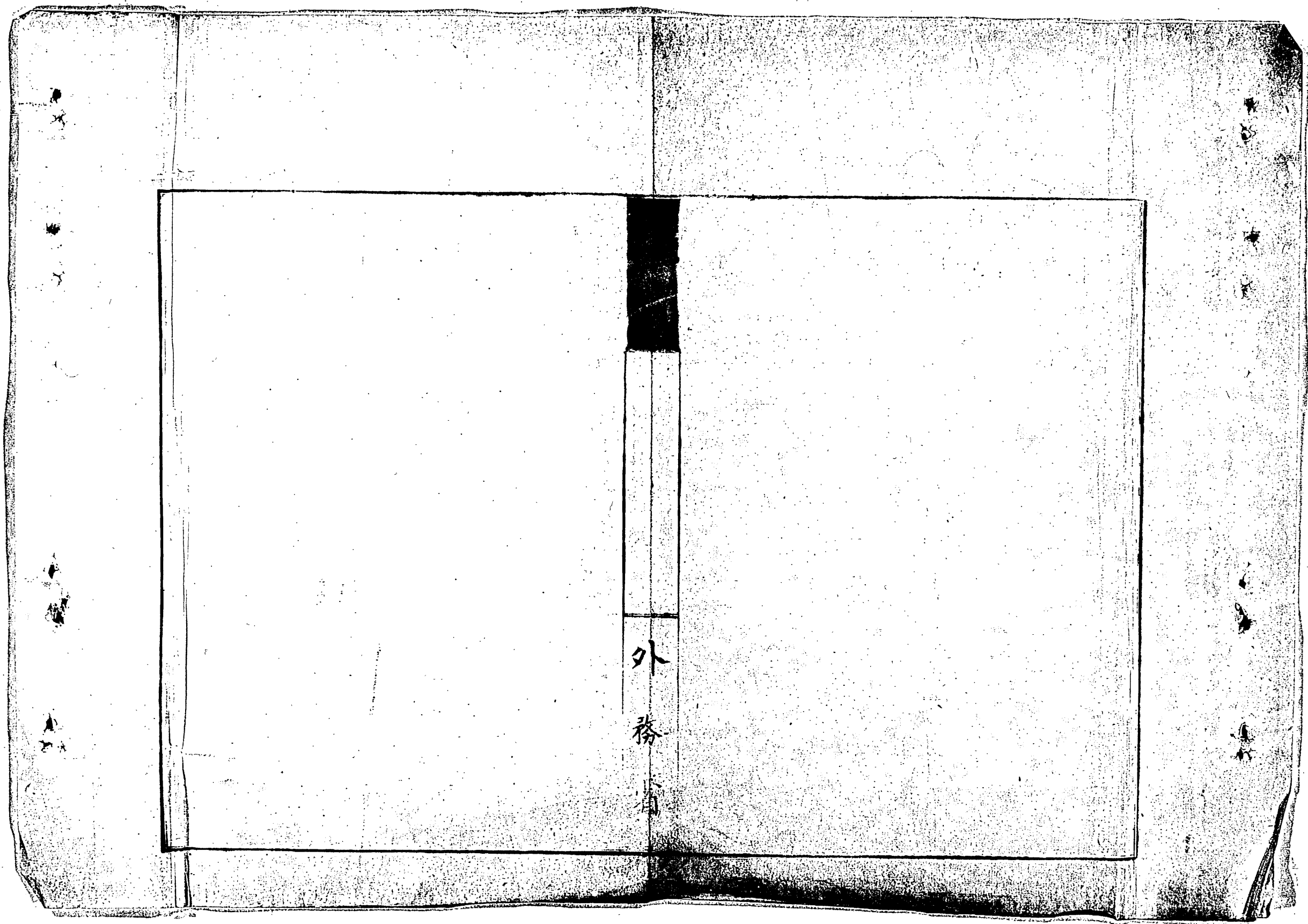
42

門
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項
號

16

1-1947

0029



外務省

1-1947

0030

第17門

大臣 次官 政務 通商 人事 會計 取調

No. 四三一四

（暗）

村外務大臣

露都泰 本年十二月日 前二二〇、
本省着 後二二五、
活合代理大使

機密

元、タイムス通信員ニシテ戦争中牧
野ニ使及飯島總領事ノ秘密用事ヲ
動メタリト称スル「マクケンナ」者兩回
秘密、本官ヲ訪ヒ来リ韓國ノ森林事
業及滿洲、於ケル鴨綠江森林、撫
順炭礦及滿洲、於ケル金鑛採掘

田訓子要ニ終、ス

業、同スル露國人ノ「コンセツション」カ今ヤ
未國「ニユービエル」ノ「トレント」ニ設立セラレ
タル「コムパニー」ヲ「フーイー」ニ「コンセツション」ナ
ル會社、賣渡サレントニ談判進行中
ニシテ本年一月契約締結セラレトスル
旨ヲ告グ右、同スル數十通ノ書類此
一兩日間同人ノ手ニ入リタルヲ以テ之ヲ
極秘密、本官ニ示サレコトヲ提供シ
且戦争中日本ノ為ニ勵キテ随分危
険ヲ冒シ合カニタルコトヲ述ヘ右書類

1-1947

003:

ノ内通、付日本政府ヨリ相当ノ報酬
ノ得タキ希望ナル旨申出タリ右會
社ノ株主ハ有名ナル「チヨート」氏モ在
ル由ニテ法律上在リ述タル權利ヲ
証明スヘキ書類悉ク完全ニ在リ東
國政府部内ニテモ之ヲ承認シテ相当
ノ時機ニ權利主張ノ手段ニ出ヘキ
手筈ナリ且昨年「タフト」氏が当地へ
来リタル節右ノ同スル話モアリタル
旨語リ居レリ本官ハ今日露國人カ

満韓、於テ斯ル權利ヲ保有スルノ
理由ナキヲ以テ之ノ國ニ取引ノ行ハル
ヘキコトヲ信用スルコト能ハス迄「チ」右
等ノ書類ヲ閲覧スル必要ヲ見スト
各ヘ置タルカ今後又ハ来ルコトアルヤ
モ計リ難キ、付「コ」ク「チ」ナル者果シ
テ信用スヘキモノナリヤ否ヤ心得ノ爲電
報アリタシ尙本人ハ本件ニ関スル我方
ノ態度如何ヲ試ミ先方ノ手先
トナリテ斯ル事ヲ申出タルヤモ計リ

難キニ付必要ナクムハ此上會見ヲ謝
絶スベシ尤同人ヨリ此事ヲ申出タリ
トノフトハ本官及帝國政府以外ニハ
嚴ニ秘密ニセラレタシト請求ミタルハ
本官ハ其事丈ハ安心セヨト答ヘ置タリ

明治 年 月 日
起草 日 發遣

沙 谷 作

方 止

冬

大 近

主任

水 木 三 三

電送第 三〇五號
明治 年 月 日 午後 時 分

合計

三三三

電信代 四 五 六

★ 止

一三一

貴電ニロロ号ニ付

ワラケシナレバ日ニ露軍前線島

外務省

デワカレル事ハ至極ニ困難ナリ

ヲ得ルハ之ニ付テハ一戦ニ付テハ

ニ付テハ引續キ使用シタル者ニ付テハ

別ニ不都合ナリナカリシ趣ナリ

未だハ件ハ至極ニ困難ナリ

別ニ之ヲ至極ニ困難ニ付テハ

シテ至極ニ困難ナリ

少ノ至極ニ困難ナリ

本電ニ
付テハ
多シ

考ふに曰人：計し考ふ一箇ノ
考に計し書類図説ノ義ヲ申入
え居し有差ナルモノに其考
ヲ年々計し曰人：計し多ク朝政
ヲナスヲ約ヤラルモ多ク文ヲ尤モ多ク
ノ朝政ニ上ルおに付其計にハ
アリタリ又曰人：考ふに計カ
計付ヲ重大視シ居ルヤノ疑ヲ
起シ

外務省

4425 (暗)

大臣

No.

次官

小村外務大臣

在露落合臨時代理大使

彼得斯堡發 明治四十年十月八日午後六、四五
東京着 同 九月午後二、一〇

政務

通商

人事

會計

取調

結局先方ハ一件ノ開スル一切ノ消息ヲ當方ニ
内通スルニ於テハ自己現在ノ立場ヲ失フ譯ト
ナルヲ以テ少ナクモ二千五百磅ノ報酬ヲ得
タキ希望ナル旨申出タセリ本官ハ本件ノ消
息ハ左程價值アルモノナルコトヲ信セサル付只
本官一己ノ好奇心ニヨリ閲覧シテモ可ナリト
思フ位ナレハ寫ヲ當方ヘ送りナバ一覽ノ上

在露落合臨時代理大使

面白シト考ヘタラバ五百磅位迄ハ典フルコトアルヘシ
ト答置キタルガ彼ハ水曜日ノ夕方迄ニ何トカ決
心スヘシ本官ノ希望ニ應スルコト、決シタラバ其時迄
ニ回答スヘシト述ヘ立去リタリ右談話ノ内御参
考トナルヘシト認ムル件ナリ通

一、本件ノコンセンションハ現在ノ所有者ヨリ

「トレントン」ノ會社ヘ四百十萬留（内撫順、
炭坑カ主ナルモノシテ三百萬留ノ價格ヲ付
シ居レリト）ニテ譲渡ス契約ニテ一昨年
七月一日假契約ヲ結ヒ二十年内即チ本年
七月一日迄ニ權利移轉ヲ行フ筈ナリシ處

事情アリテ之ヲ實行スルコト能ハザリシ爲
買主ヨリ延期ヲ申込ミ六月ノ猶豫ヲ
得テ去年一月一日實行スル筈ナリ

二、談事業ノ關係者等ハ本件ノ權利
ヲ恢復スルニハ日本政府トノ交渉容易ニ纏
マラサルヘキヲ覺悟シ居レリ然レトモ權利ノ
證據充分ニ備ハレルヲ以テ結局相當ノ賠
償ヲ得テ日本政府ヘ賣却スルコト、ナス積
ナルガ如シ

三、尚關係者ノ計畫ニハ北滿ニ於ケル東
清鐵道ノ經營ヲ引受ケ場合依リテハ

南滿鐵道以外ノ滿州ト清國鐵道トコ連
絡スル鐵道ヲ敷設セシメテ南滿ト競争
セムトノ考モアリトコトナリ

四、「マクセン」ハ今日迄間接ノ助ヨリ談事
業ニ關スル諸文書ノ翻譯ヲ依頼セラレタ
ルモノニシテ談事業成立セハ其ノ書誌後ト
ナルヘシトノ申込ニ接シ居レリ

五、本事業ノ主ナル計畫者ト「タフト」トハ
頗ル親密ナル關係ナリ

尚本件ニ關シ萬一日本政府ヨリ米國政府ニ何
等カ問合せヲ爲サルコトアラバ本件「チヨウト」

ノ關係アルコトノ事實ハ之ヲ列挙セラレザラムコト
ヲ希望ス此間ノ消息ハ「マクテンナ」ヨリ外ニ知
ル者無キ筈ナルヲ以テ右様ノ事實顯ハレタ
「マクテンナ」ハ甚タシキ危險ノ地位ニ立ツベシト
云ヘリ

1-1947

0038

第 門

明治 年

年

月

日 起草
日 發遣

要目付

生任

津島

電 3445 號

明治 41 年 12 月 10 日 午後 3 時 發

第一三四号

貴電ニ。九ノ号ニ。回シ

貴方ニ。あり。書。報。ノ。関。見。ヤ。ン

外務省

上。便。値。アリ。ト。記。ス。ル。ニ。お。き。ハ。千。五

百。兩。迄。支。出。セ。シ。タ。ル。事。ナ。リ。付

太。沙。ノ。上。先。ニ。付。ト。云。ハ。お。き。リ。シ

明治 41 年 12 月 10 日

外務省 庶務課

1-1947

0039

為ニ沈滞の必要、款ニシテ之ニテ少シモ
利益ヲ得んニテラス且モ手短、價ノ新
ル小款、モニアラスト信スルヲ以テ是作ト
モリ出、通リトセラレシト云ヒタルハ結
局本宿ニ於テハ五五マツハ、史金フヘキモ
其以上ハ考慮シテ置クヘシト、條件ニテ
漸シ沈滞セシメタリ先方ハ沈滞ハ以
ノ如クスルモ事情ヲ考ヘテ今一ノ確モ
與ヘラレ、解決心セラレタトモ望ミ
三才款ハ五二通リ之ヲ意ハ一時、

大臣 小村外務大臣 廣田愛蔵大使
No. 四四八三
次官 作樂三三三
政務 電算一三四号ニ昇シ其交渉
通商 法系を以て通
人事 一、件ニ於テ疾クニ決スヘキ若シ或
會計 宋ヲ以テ今と置キ置キカ多ク係
取調 在者、恒マレントスルノ決トナリタルハ付
一、兩ノ中ニ取り去ラレ、ヤモ知レス三
七 昨款額ニハ五五ハ、中人カ立場ヲ失フ
七五 送金ニ事

取調 會計 人事 通商 政務

持出スコト然ハサル付日曜日、夜中
官、操持スル事項ニ昇スルモノ、ミ
ヲ持来リ申前ニテ原之ヲ翻得ヲ比
較シテ止ムナルコトヲ確シテ翻得、寫
ラカ官ニ渡スヘク其代ハ第一主乾未タ
係於主ニヨリ持去ラレサル傷心ニ有燈
ノ祖ニテモ持来スヘシハ此ヲ主乾持去ラレ
タル後中人ノ子ニ殘ルハ翻得文ナレハ
之ニ全部カ官ニ送ルヘシ至正得ナルコト
斷然保證スル後文ノ官ヲ取ル暇ナキ

「殘念ナレバ此方ナシト云ヘハ付カ官ハ
不取取接順炭坑ノ昇係、分金作ヲ
持来レトキ置キヨリ(五)右一徳ノ上
價値アリト認メタル月曜日、五石傍ヲ
渡スヘク殘缺ハ翻得悉ク入手ヲ係
中トシテムル凡ニ二週留内ニ渡スコ
ト(五)右ノ物来ヲねシム法来マシケンナ
「不目カ中事案者トハ昇係ヲ對
比謝絶スヘキ付何ニモカ中昇
シ智居ハコトカ官ニ送スヘシト

依り、千五万磅電送アリタリ且新額
白榜と作告由接手ノ上成へテ送セラ
ル、格取込アリタリ

1-1947

0042

アジア歴史資料センター
Japan Center for Asian Historical Records
<http://www.iacar.go.jp/>

大臣

次官

政務

通商

人事

會計

取調

No. 167
(口)

小村外務大臣

落左臨時代理大使

露都慶一月十五日辰時十分
本署著、十五日前辰十分

第一〇號

往電第二一三號、同之書類、一部六日
莫斯科發還朝ノ山梨大佐、托之送達セリ敦
領、無検査通關ノ件、宣要即取斗、ソ乞

韓方面、於方詰特許、一尋、概略セテ

七五

1-1947

0044

アジア歴史資料センター
Japan Center for Asian Historical Records
<http://www.iacar.go.jp/>

本月初

英新西比利亞

類(ラ) 花道 集 類 同人 敦賀 通関

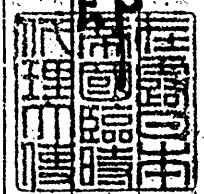
二 際(イ) 集 検査 通関 方可 照 市 取 中 加

成 未 作 備 集 取 中 通 関

明治三十二年一月廿二日接獲
要目付
外務大臣伯耆村壽太郎殿
臨時代理大使落合謙太郎
字進達ノ件
日暮ニ様急電報生復ノ結果は訓電
ノ次第有之ル旨生電カニ二三号ノ如
キ申合ヲ以テ書類ノ内通ヲ得ルコト
ニ成ル先方ハ日曜日(一月十三日)ノ
夜接収岩坑関係ノ分十通ノ書類(内
四通ハ露文原文先方ノ要求ニテ返還
シタル由ニテ翻譯文ノ外手許ニ存在セス)ヲ
持参改来リタル旨ハ官ハ兼テ館員ヲ
私宅ニ寄寄シ主キマリケンサレニモ承諾セシ
タル上右取原文ノ存セルモノニ限リ大急
ニ寫取ラシメタル上之ヲ返還シ更ニ翌夜及
翌々夜モ同様ノ手續ヲ以テ在韓森林
伐採権其他二項ノ權利ノ属スル分ヲモ
交互ニ夜間數時間大々最秘密ニ官
方ハ回送セルノ各露文ノ存セルモノ大々
取急キ館員ヲ以テ寫取ラシメ又英露
譯文ハ別添カ一ノ寫ニ與テケタル

在露國日本公使館

第二課



○

リハ三十二通ノ書類英譯文ハ悉ク写
シ取リ置キタシハ様々シ見テ之ヲ平文ニ写
シ直シテ官ニ交付スルモノテヤ同ノ人宅ハ
ミルノ側ヨリ嫌疑ノ目的物トナリ召使ノ
者共其他モ由断ナリ然キハ本件ニ関
スル書類ノ残片ヲ存セシムコトハ勿論此
述記術ニ見テ寫シテ平文ノ字ヲ調和ス
ルハ事ノ所ナシトハ甚ク陰ニ近ク内
家族ノ一層ノ当市近郊ノ田舎(遠キ
ニテ二時間ノ要)ニ移轉スルコトハ決心セリトテ
右述記ノ官ヲ官ニ依託シテ去リテ高
ホトシスハ目今ハ其嫌疑ヲ抱ケルノミナ
明ニ本官トノ關係ヲ窺知シタル形跡ナシ

在露國日本公使館

トノコト有リ也)其後二十五日ノ夜再ニ訪
ヒ来リ急ニ田舎ノ家屋搜索ニ所掛
ヘリ且近日ノ内断然スルコトノ關係ヲ
謝絶スルコトハナスルヲ告ケタルニツキ本官ハ
可成至急右書類ヲ平文ニ写シ直スルコトニ
着手スルコトヲ要求シ且試ニ述記ノ字
中兩項大々本官ノ面前ニ於テ朗読セシメ
本官之ヲ寫シ取リ本官ヨリタニ後譯テ写
シ置キタルハ比較シタルニ寸毫ノ誤謬モ
無クコトヲ確シ得ヤリ尚ホ書類全部
悉クハ今暫ク時日ヲ要スルコトハ存
ニ付不可致本日当地出發急ニ
朝ノ在独次(帝王大使館附武官宅)

軍部兵大佐山本武雄に托し右書類
写調製せらるゝに分別添付録し
及進達せらるゝは査閲を要する
部は更に便宜を見計し進達せらるゝ
尚亦事件に關し左の件は特には考慮を要
あり

一、マニラに於ける書類の翻譯シマクセン
ナニ依頼スルニ方リマシメテ充ふ
秘密ヲ守ルニ方リ要ホシタル由ニテ同
人ハ今モ尙お日本政府側ト何等關係
無キ方シタル一應ハ此方ニツキ當方ニ
於テモ其兵ハ充ふニ酌量アリタリ
テ若し事件に關し日本政府カ他ニ對

在露國日本公使館

シテ一件書類ヲ持出サルハ必要アルコトア
ラハ露國原文ノ方ハ兎ニ角英譯文ノ方
ハ尙當ニ文句上ノ變化ヲ加ヘ即ハラフレ
一ズシテ兩提出を要スルハ即ハラマク
氏ノ手ニ成レル翻譯ナルヲハ忽ち該書類
ハ甚危険トナル（レト）コトナリヌスハ
今ヤ種々ノ手ヲ案ナリテ本官トノ
關係如何ヲ知ラントハ焦慮セル形跡
アルニツキ此兵ハ充分用心アリタリトヤ
ニ右ノ次第ニシテ兎ニ角書類ノ内容一
切當方一由通セシム見込確カトナリ
スルト同時ニ先方ハ家瓦川掛ヒ其

他、お費用ヲ要スルコト切ナルヲ申立
且一方ニ於テハ先方ヲ操縦スルニ於テ
必要ノ次第有リ、且本月二十五日
迄ニ豫メ送金、報知金、同人
交附シ、並キモ尚ホ同人ハ当初ヨリ
事件一切ノ消息ヲ知ラズ、内通シ愈
々（スミス）一派トキリテ全無當
方ノ味方トナリ、力セントスルニ就テハ
此迄ニテハ、何れノ方ニカ、権ハ、方
シタルコトモ、詮テ方ノ方、供セントスル
次第ニシテ之カ、方ノ方、見、目、元
低リ見、積リテ二五、留、許リタル、權
々、書類ヲ提示シテ決事ヲ証明セント

在露國日本公使館

カノ所、在リ、（ニツキ、林方ニ於テモ此、關係ヲ
諒察シ、一件、書類、領收、上、其、價、値
ニ、顧ミ、最初、何人ヨリ申出、額、ハ、必ス、支
給、アラントシ、期、セ、ル、次第、ニツキ、右、決心
ヲ、お、ス、ニツキ、安心、シ、得、ル、極、全、額、支、給
ノ、約束、シ、セ、ラ、レ、ト、シ、毎、日、お、官、決、心
ヲ、促、シ、セ、ル、付、お、官、ハ、前、回、ノ、約束、以、上
ニ、義務、ヲ、負、担、ス、ル、コト、ハ、重、重、ト、お、ス、コト
能、ハ、サ、ル、次第、ナル、コト、ヲ、申、聞、ケ、居、ル、に、お、身
ニ、有、リ、セ、ル、就、チ、ハ、今、後、操、縦、都、左
モ、有、リ、セ、ル、付、特、ニ、再、應、答、シ、テ、諒、解、ノ、上
前、述、ノ、全、額、即、二、五、〇、〇、磅、ニ、至、ル、迄
支、給、ス、ル、コト、ア、ル、（ナ、ル、お、官、ヨリ、約束

20

心得一十條は可計、上其る電報ヲ
以テ此訓令ありて格段に
三、本信は接受上、其旨電報ヲ以テ
此一校ありて格段に
右申述に致具

在露國日本公使館

(14)

powers of attorney: one to John Balasheff and the other to Nicholas Stark, registered by St. Petersburg Notary Zabelsky, June 30th 1906 Nos. 6144 & 6146. William Edward Smith, Citizen of the United States of North America. By power of attorney of sole owners of the Russian Far East Timber Co., Rear-Admiral of His Imperial Majesty's Suite Alexis Abaza and Privy Councillor Nicholas Matunine - Lieutenant-Colonel Nicholas Stark. I, the undersigned, certify that the foregoing signatures were made personally in the presence of myself, Vassily Bystrooumoff, Deputy for St. Petersburg Notary Julian Zabelsky in his office Admiralty district, Nevsky prospect No 7, by parties personally known to me: William Edward Smith, Citizen of the United States of North America, for himself, and Lieutenant-Colonel Nicholas Stark, acting under power of attorney from Huntmaster of Imperial Court John Balasheff, registered by Notary Zabelsky in his office June 30th 1906, No 6146, as the attorney of Rear-Admiral of His Imperial Majesty's Suite Alexis Abaza and Privy Councillor Nicholas Matunine, authorised by power of attorney registered by St. Petersburg Notary Zabelsky June 30th 1906 No 6144, residing: Mr. Smith, Admiralty district, Moika Embankment 81, and Mr Stark, Petersburg district, Great Prospect No 49, July

(15)

7th 1906. No 6348. Deputy Notary V. Bystrooumoff. (Seal).

I, the undersigned, certify this to be a true copy of the original, presented to me, Vassily Bystrooumoff, Deputy for St. Petersburg Notary Julian Zabelsky, in his office, Admiralty district, Nevsky Prospect No 7, by Lieutenant-Colonel Nicholas Stark, residing, Petersburg district, Great Prospect No 49. In comparing this copy with the original no corrections, additions, crossed out words, etc. were discovered. The original is taxed 3 r. 75 cop. as per number of sheets. July 7th 1906. No 6358. Deputy Notary V. Bystrooumoff. (Seal).

I, the undersigned, certify this to be a true copy of the foregoing copy, presented to me, Vassily Bystrooumoff, Deputy for St. Petersburg Notary Julian Zabelsky, in his office, Admiralty district, Nevsky Prospect No 7, by Lieutenant-Colonel Nicholas Stark, residing Petersburg district, Great Prospect No 49. In comparing this copy with the foregoing copy no corrections, additions, ^{no} crossed out words, etc. were discovered. The foregoing copy is taxed 3 r. 75 cop. July 29th 1906. No 7017. Deputy Notary V. Bystrooumoff. (Seal).

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(12)

from the books. Any property received by William Edward Smith from the Russian Far East Timber Co. shall be returned to the latter in quantity and condition, as found at the time of reconveyance of rights under above quoted agreements. In case of William Edward Smith failing to effect payment within specified time to the Russian Far East Timber Co. or failing within specified time to reconvey to the Russian Far East Timber Co. the rights under the above agreements, with all documents as per summaries, he, Smith, shall pay the Russian Far East Timber Co. an indemnity of 3,100,000 roubles. All expenses in carrying into effect the actual rights to the concessions and property, mentioned in the agreements Nos. 6340, 6342, 6344 and 6346, I, Smith, undertake to cover myself, neither deducting them at time payment of the 3,100,000 roubles due to the Russian Far East Timber Co. nor demanding their return at the time of reconveyance of rights to the Russian Far East Timber Co. as per above agreement. In view of the special importance of all deeds and documents, relating to the said agreements, specified in summaries signed by both sides, and the utter impossibility of reinstitution in case of destruction or loss in consequence of force majeure, the said deeds and documents shall be kept by Smith at The Chancery Lane Safe Deposit and Offices Co., Limited, London; Smith, retaining full power to control these deeds and

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documents, undertake to inform the Company in each case, both of the time of depositing these deeds and documents with the Chancery Lane Safe Deposit & Offices Company, Limited, London, and of the time of their removal therefrom. In case of dispute or legal proceedings arising between both parties relative to this agreement, the same shall be subject to the jurisdiction of the Law Courts of St. Petersburg, and until further notice the following addresses shall be binding:- for the Russian Far East Timber Co: St. Petersburg, Galernaya Street No 7, and for William Edward Smith, St. Petersburg, Nevsky prospect No 11. Note. At the end of the above quoted four agreements Nos. 6340, 6342, 6344 and 6346 there is the following sentence: "All rights acquired under the present agreement by William Edward Smith, he may, as sole owner, sell or in general transfer to other parties at option, without requesting the approval of the Russian Far East Timber Co. or other parties and institutions." Mr. Smith to keep original agreement, and a copy to be given to Messrs Abaza and Matunine. To the present agreement there are attached:- a) a copy of preliminary partnership agreement, with inscription of extension of their time, the exit of partners in the business, and of the transfer of this business to the sole ownership of Messrs Abaza and Matunine and b) two certified copies

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William Edward Smith shall hold all original deeds and documents, the Russian Far East Timber Co. as represented by Messrs Abaza and Matunin, to have copies of the same".

In addition to the above four quoted agreements the parties have decided the following:- William Edward Smith acquires, beyond rights and property specified in the said agreements, likewise all other rights and property of the Russian Far East Timber Co., no matter where such other rights and property be found in Corea or China, and for such other rights and property, should such be discovered, William Edward Smith shall not be bound to make any payment beyond the sum of 3,100,000 roubles under the above-said four agreements. The sum of 3,100,000 roubles agreed upon in the above four agreements, I, Smith, have not paid to the Russian Far East Timber Co. at the time of signing the said agreements, and regarding the payment of this sum the following additional agreement has been entered into between me, Smith, and the Russian Far East Timber Co: William Edward Smith has the right of affecting the payment of the entire above-mentioned sum of 3,100,000 roubles at any one time before July 1st 1908, William Edward Smith retains the right of refusing, too, to pay such sum,

but in such case, he, Smith, shall by the same time, i.e. July 1st 1908, return, free of cost, to the Russian Far East Timber Company all rights, acquired by him under the above agreements, the expenses of such transfer of rights being charged to Smith, who shall return all documents without exception relating to said agreements, after what the Russian Far East Timber Company shall have no claim whatever to William Edward Smith. But should I, Smith, before July 1st 1908, finally ^{sell} ~~shall~~ or cede to any one my rights under any one of the agreements quoted herein, either entirely or partly for no matter what remuneration, in any such case the payment of 3,100,000 roubles, and without deduction for expenses incurred by me, Smith, shall be effected within 3 months of such sale or reconveyance of rights. Should William Edward Smith desire to return the rights under said agreements to the Russian Far East Timber Company before the expiration of the time agreed upon, viz. July 1st 1908, then simultaneously with the reconveyance of rights and ^{the} return of deeds as per summeries, he shall transfer to the Russian Far East Timber Co., free of charge, all effects and real estate acquired on the spot, and ^{50%} ~~5%~~ of net profits from working, should William Edward Smith or the successors to his rights have carried on the business ^{mined} before its reconveyance. This net Profit shall be deter-

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Timber Co., in person of sole owners of all right and property of this Co., Rear-Admiral of His Imperial Majesty's Suite Alexia⁸ Abaza and Privy Counillor Nicholas Matunine - on one part, and on the other part William Edward Smith, Citizen of the United States of North America, personally ^{for} myself, have entered into the present agreement for the following: The Russian Far East Timber Co. (named in certain documents: "The Corean Timber Co." or "The Russian Timber and Mining Industrial Co. in the Far East" or "The Timber Industrial Co.") owns, under an agreement proffered in 1898 to His Majesty the Emperor of Corea by Privy Counillor Neporojneff for all mineral ~~deposits~~^{for} of the Corean Court Departement in the provinces of Ham-Kiyen¹ do and P-hen-yan, the rights: a) under a note of hand issued by Baron Gabriel Gunzburg to Honorary Counillor of State Matunine conveying to him, free of cost, one tenth part of the share capital subscribed for working the mineral deposits in the Ham-Gio-do province in Corea, certified by the Russian Imperial Consulate at Tsien-Tsin May 30th 1902 No 134.

b) A similar note of hand from Baron Gabriel Gunzburg to Honorary Counillor of State Matunine conveying to him, free of cost, one tenth part of the stock capital subscribed for working the mineral deposits in the Pin-yan-do province of Corea, certified by the Russian Vice-

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Consul of Tchempulpo 20 December 1902 No 43, which rights he, Matunine, transferred to the Russian Far East Timber Co.

All its rights under the said notes of hand, with all real estate and moveable property, no matter what such consist of, the Russian Far East Timber Co. has sold to Mr William Edward Smith for 75,000 roubles.

I, Smith, take upon myself all rights under the above mentioned notes of hand, formerly belonging to the Russian Far East Timber Co. and now transferred to my ownership, and bind myself to carry out exactly all duties, specified in all deeds and documents relating to this agreement and specified in a list attached to this agreement and signed by both parties. But, I, Smith, do not take upon myself any responsibility to creditors of the Russian Far East Timber Co. or Messrs Abaza and Matunine, neither have I the right to receive any money coming from debtors of the Russian Far East Timber Co. to Messrs Abaza and Matunine. The vendor undertakes no responsibility whatever for the entity and safekeep of the above-described property, ceding it in whatever condition it may be ~~found~~ discovered. All expenses in drawing up the present deed, I, Smith, take upon myself.

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of His Imperial Majesty's Suite Alexis Abaza and Privy Councillor Nicholas Matunine, - on one part, and William Edward Smith, Citizen of the United States of America on the other part, - have entered into the present agreement for the following: The Russian Far East Timber Co. (named in certain documents "The Korean Timber Co." or "The Russian Timber and Mining Industrial Co. in the Far East" or "The Timber Industrial Co.") owns the right to four gold claims on the Quantung Peninsula registered in the claim register of the mining engineer attached to the Chief of the Quantung Peninsula as Nos. 85, 86, 90 and 91, likewise the rights to one certificate of the Viceroy of His Imperial Majesty in the Far East, dated September 23rd 1903, No 1014, for silver-lead ore, and all rights under a ticket written in Chinese giving the rights of felling trees on the right bank of the Yalou river in South Manchuria, and issued by the Mukden authorities for 1903 and 1904. All the rights to the said four claims for gold, one certificate for silver-lead ore and the ticket for felling timber on the right bank of the river Yalou issued for 1903 and 1904, with all real estate and moveable property, whatever the same may consist of, The Russian Far East Timber Company has sold to William Edward Smith for 25,000 roubles. I, Smith,

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take upon myself all rights to the said gold claims, the silver-lead ore certificate and the ticket for right of felling timber on the right bank of the Yalou river, formerly property of the Russian Timber Industrial Company in the Far East and now become my property, and I bind myself to carry out exactly all duties specified in all deeds and documents relating to this agreement, and mentioned in a summary attached to this agreement and signed by both sides. Nevertheless, I, Smith, take upon myself no responsibility to creditors of the Russian Timber Industrial Company in the Far East or of Messrs Abaza and Matunine, neither have I ^{any} right to receive any money due from debtors of the Russian Timber Industrial Company in the Far East to Messrs Abaza and Matunine. For the entity and safekeep of all the above-said moveables property and real estate the vendor accept no responsibility, and cedes the same in whatever condition it be found. I, Smith, undertake to cover all expenses in drawing up documents of the present deed. The original agreement and all original deeds and documents shall be kept by William Edward Smith, and copies of such by the Russian Timber Industrial Co. in the Far East, represented by Messrs Abaza and Matunine. (d) No 6346. "St. Petersburg, July 7th 1906. We, the undersigned, the Russian Far East

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the Corean Government on August 28th 1896, certified at the Imperial Russian Embassy at Seoul August 29th 1896 No 70; △b) a claim allotted July 20th 1903, new style, by the Corean Government for a ground lot for timber warehouses and mills on the left bank of the lower stream of the river Yalou at Yonampo, as evident from a copy of a deed, certified by the Russian Imperial Embassy at Seoul September 8th 1903 No 30; △c) allotments made by the Corean Government under 23 special deeds attached to agreement covering ground lots and purchased huts and buildings at Yonampo in Corea, and under 82 similar deeds, delivered for safekeep to the Russian Embassy at Seoul against receipt dated December 24th 1903 No 479, likewise buildings, constructions, inventory, materials, warehouses, steamers, barges and various effects at Port Auther, Seoul, Yonampo, Tun-Huan-Sian, Inkou and other places in China and Corea, and △d) rights of ownership to ground lots at Tsinampo in Corea under 8 deeds, executed June 23rd 1901 by the Imperial Russian Embassy Nos. 129-130. All its rights under the said timber concession in Corea, likewise all its rights under all the above specified agreements and deeds, with all real estate and moveable property, whatever the same may consist of, the Russian Far East Timber Company ^{has} sold to Mr. William Edward Smith for

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one million roubles. I, Smith, take upon myself all rights to this concession, leases and properties, formerly property of the Russian Far East Timber Company and now become my property, and I bind myself to carry out exactly all duties, specified in all deeds and documents relating to this agreement and mentioned in a summary attached to this agreement and ^{signed} ~~signed~~ by both sides. Nevertheless, I, Smith, take upon myself no responsibility to creditors of the Russian Timber Company in the Far East or of Messrs Abaza and Matunine, neither have I any right to ^{receive} ~~take~~ any money, due from ^{del} ~~creditors~~ of the Russian Far East Timber Company to Messrs Abaza and Matunine. For the entity and safekeep of all the above-said real estate and effects the vendor accepts no responsibility, and cedes the same in whatever condition it may be found. I, Smith, take upon myself all expenses in executing the present deed. The original agreement, and all ~~the~~ original deeds and documents, shall be kept by William Edward Smith, and copies of such by the Russian Far East Timber Co., represented by Messrs Abaza and Matunine." ① No 1344. "St. Petersburg. July 7th 1906. We, the undersigned: The Russian Far East Timber Co., as represented by the sole owners of all rights and the entire property of this Company: Rear-Admiral

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Emperor Guan-Sui, wooden and stone buildings at the coal mines, buildings, mills, pits, steam engines, mine buildings and materials, as per special list, in which concession, on the basis of an agreement signed March 12th 1903 N^o 377 in presence of Secretary of Port Arthur Circuit Court, deputy notary, one fifth part in the business and profits is owned conjointly by Colonel Jacob Roubinoff, Teefontai, marchant of Habaroffsk and their partners. All rights to four fifth of the said unlimited concession to the Foushou ^{al} ~~col~~ mines, with all real estate and other property, no matter what such consist of, this Russian Far East Timber Co. has sold to William Edward Smith for two Million roubles. I, Smith, take upon myself all rights to this concession, formerly possessed by the Russian ~~Far~~ Timber Company in the Far East and now transferred to my ownership, and I bind myself to carry out exactly all duties, epecified in all deeds and documents relating to this concession and mentioned in a summary attached to this agreement and signed by both parties. Nevertheless, I, Smith, take upon myself no reponsibility to ^{or of} ~~creditors of this~~ Russian Far East Timber Company ~~to~~ Messrs Abaza and Matunine, neither have I any right to receive any money, due from debtors of the Russian Far East Timber Company to Messrs Abaza and Matu-

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nine. For the entity and safekeep of all the above-said movable property and real estate the vendor accepts no responsibility, and cedes the same in whatever condition it be found. I, Smith, take upon myself all expenses in executing the present deeds. The original agreement and all original deeds and documents shall be kept by William Edward Smith, and copies of the same by the Russian Far East Timber Co. represented by Messrs Abaza and Matunine". (b) N^o 6342: St. Petersburg July 7th 1906. We the undersigned: The Russian Far East Timber Company, as represented by sole owners of all rights and the entire property of this Company: Rear-Admiral Alexis Abaza of His ^{ci} ~~M~~ Imperial Majesty's Suite and Privy Counsellor Nicholas Matunine, on one part, and William Edward Smith, Citizen of the United States of North America, on the other part, personally for himself, have entered into the present agreement for the following: The Russian Far East Timber Co. (named in certain documents: "The Korean Timber Co." or "The Russian Timber and Mining Industrial Co. in the Far East" or "The Timber Industrial Co.") owns in Korea and China: (a) a concession for working the forests of Korea, in the Mou-shan district along the Tumen and Yalou rivers, and on the island Dajelet in the sea of Japan, in accordance with an agreement, entered into with

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GENERAL CONTRACT
of
THE RUSSIAN FAR EAST TIMBER COMPANY
vs
WILLIAM EDWARD SMITH

July 7/06.

第五号

St. Petersburg July 7th 1906. Rear-Admiral Alexis Abaza of His Imperial Majesty's Suite and Privy Councillor Nicholas Matunin on one part, and William Edward Smith, Citizen of the United States of America on the other part, have entered into the present agreement for the following: this day we have entered into four agreements, registered by St. Petersburg Notary J. Zabelsky, July 7th 1906: (a) No 6340: "St. Petersburg, ~~Notary~~ July 7th 1906. We, the undersigned, the Russian Far East Timber Company, as represented by the sole owners of all rights and the entire property of this Company: Rear-Admiral Alexis Abaza of His Imperial Majesty's Suite, and Privy Councillor Nicholas Matunin, - on one part and William Edward Smith, Citizen of the United States of North America on the other part, - have entered into the present agreement for the following: The Russian Far East Timber Company (named in certain documents: "The Korean Timber Co." or "The Russian Timber and Mining Industrial Co. in the Far East" or "Timber Industrial Co.") own, in China, a concession without time limite to the Fou-shou coal mines, in the Tsen-shin ^aty locality of the Fou-shou district, granted by the Governor (Tsian-Tzune) of the Shen Tsin Province to the Fou-shou Coal Mining Company on the 8th day of the 7th moon in the 27th year of the reign of

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and Matunin, neither have I the right to receive any money whatever due from debtors of the Russian Timber Industrial Association in the Far East to Messrs Abaza and Matunin. For the entity and preservation of all the above-said movable and immovable property the vendor accepts no responsibility, but cedes in turn in the condition in ~~wh~~ which it actually turns out to be. The expenses of drawing up this act I, Smith, take upon myself. William Edward Smith to hold the Original agreement and all original acts and documents, and the Russian Timber Industrial Association in the Far East, in the persons of Messrs Abaza and Matunin, to hold copies of them. All rights acquired under the present agreement by ~~W.E.~~ Smith he may, as their complete owner, sell and in general transfer to other persons at his personal sole discretion, without soliciting thereto the consent of the Russian Timber Industrial Association in the Far East or of other persons or institutions. By power of attorney of the sole owners of the Russian Timber Industrial Association in the Far East Rear-Admiral ^{Alexis} Michaelovitch Abaza of His Imperial Majesty's Suite and Privy Councillor Nicholas Gavrielovitch Matunin, Lieutenant-Colonel Nicholas Nicholaievitch Starck. Citizen of the United States of North America William Edward Smith. I, the undersigned, certify that the signatures above ~~wh~~ were made in their own hands in the presence of me, Vassili

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Africanovitch Bystrooumoff, acting as Notary for St. Petersburg Notary Julian Ossipovitch Zabielsky, in his office, situated Admiralty district, Nevsky Prospect No 7, by the personally known to ~~him~~ me: Citizen of the United States of North America William Edward Smith, personally for himself and Lieutenant-Colonel Nichola Nicholaievitch Stark acting under power of attorney declared in the office of St. Petersburg Notary Zabielsky 30th June 1906, No 6146, from Grand Master of the Hounds of the Imperial Court Ivan Petrovitch Balashoff, as the plenipotentiary of Rear-Admiral of His Imperial Majesty's Suite Alexis Michaelovitch Abaza and of Privy Councillor Nicholas Gavrielovitch Matunin under power of attorney declared in the office of St. Petersburg Notary Zabielsky 30th June 1906, No 6144, residing: Mr Smith, Admiralty district, Moika Embankment No 41, and Mr Stark - Petersburg district, Great Prospect No 49. July 7th 1906, Resister No 6346,

(L.S. Acting Notary

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St. Petersburg, 7th July 1906. We, the undersigned, the Russian Timber Industrial Association in the Far East, in the persons of the sole owners of all the rights and all the property of this Association, Rear-Admiral Alexis Michaelovitch Abaza of His Imperial Majesty's Suite and Privy Councillor Nicholas Gabrielovitch Matunin, on the one part, and on the other - Citizen of the United States of North America William Edward Smith, personally for himself, have concluded the present agreement in the following:- To the Russian Timber Industrial Association in the Far East (called in certain documents "The Korean Timber Company" ^{or} "The Russian Timber Industrial and Mining Industrial Association in the Far East" or "The Timber Industrial Association") belong, by virtue of an agreement proffered in 1898 to His Majesty the Korean Emperor by Privy Councillor Myeporozhneff covering all the mineral wealth of the Korean Court Administration in the provinces of Ham-heung-do and Pieng-yang the rights a) under a signed document given by Baron Gabriel Goratsievitch Güntzburg to Actual State Councillor Matunin concerning the cession to ~~he~~ him free of payment of one tenth part of the foundation capital raised for the ex-

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ploitation of the mineral wealth in the province of Ham-Heung-do in Korea certified by the Imperial Russian Consul in Tientsin 30th May 1902, ~~No 34~~ ^I, and b) under a similar signed document given by Baron Güntzburg to Actual State Councillor Matunin concerning the cession to him free of payment of one tenth ^{part} of the foundation capital raised for the exploitation of the mineral wealth in the province of Pieng-yang-do in Korea, certified 20th December 1902 by the Imperial Russian Vice-Consul in Chemulpho ~~No 43~~, which rights were by him, Matunin, handed over to the Russian Timber Industrial Association in the Far East. All its rights under the said signed documents ~~of~~ with all movable and immovable property, no matter what the same consist of, the Russian Timber Industrial Association in the Far East have sold to Mr William Edward Smith for seventy five thousand roubles (Rs. 75,000). I, Smith, take upon myself all rights under the ^{above} registered signed documents formerly belonging to the Russian Timber Industrial Association in the Far East and now become my property and I bind myself to fulfil exactly all obligations set forth in all the acts and documents relating to this concession designed ^{notes} in the summary attached to this agreement and signed by the parties. Nevertheless, I, Smith, do not take upon myself any responsibility to creditors of the Russian Timber Industrial Association in the Far East or of Messrs Abaza

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the Russian Timber Industrial Association in the Far East has sold to William Edward Smith for twenty five thousand roubles (Rs. 25,000). I, Smith, take upon myself all the rights under the said claims to gold, the certificate to silver-lead ore and the ticket granting the right to fell timber on the right bank of the river Yalu formerly belonging to the Russian Timber Industrial Association in the Far East and now become my property, and I bind myself to carry out exactly all obligations set out in the whole of the acts and documents relating to this agreement as mentioned in a summary attached to this agreement and signed by the parties. Nevertheless I, Smith, do not take upon myself any responsibility to the creditors of the Russian Timber Industrial Association in the Far East or of Messrs Abaza and Matunin, neither have I the right to receive any moneys whatever due from debtors of the Russian Timber Industrial Association in the Far East to Messrs Abaza and Matunin. For the entity and preservation of all the above-said movable and immovable property the vendor accepts no responsibility but cedes in turn in the condition it actually turns out to be in. The expenses of drawing up this act, I, Smith, take upon myself. William Edward Smith to hold the original agreement and all original acts and documents, while the Russian Timber Industrial Association in the Far East shall, in the persons of Messrs Abaza and Matunin, hold copies of them. All rights acquired under the present agreement by William Edward Smith he has the right, as their complete owner, to sell and in general transfer to other persons at his sole personal discretion, without

soliciting thereto the consent of the Russian Timber Industrial Association in the Far East or other persons or institutions. By power of attorney of the sole owners of the Russian Timber Industrial Association in the Far East; Rear-Admiral of His Imperial Majesty's Suite Alexis Michaelovitch Abaza and Privy Councillor Nicolas Gabrielovitch Matunin, - Lieutenant-Colonel Nicolas Nicolaievitch Starok. Citizen of the United States of North America William Edward Smith. I, the undersigned, certify that the above signatures were made in their own hands, in the presence of me, Vassili Africanovitch Bystrooumoff, acting as Notary for St. Petersburg Notary Julian Ossipovitch Zabielsky, in his office, situated Admiralty district, Nevsky Prospect No. 7, by the personally known to me: Citizen of the United States of North America William Edward Smith - personally for himself, - and Lieutenant-Colonel Nicolas Nicolaievitch Starok acting under power of attorney declared in the office of St. Petersburg Notary Zabielsky 30th June 1906, No. 6146, from Grand Master of the Hounds of the Imperial Court Ivan Petrovitch Balashoff, as plenipotentiary of Rear-Admiral Alexis Michaelovitch Abaza of His Imperial Majesty's Suite and of Privy Councillor Nicolas Gabrielovitch Matunin under power of attorney declared in the office of St. Petersburg Notary Zabielsky 30th June 1906 No. 6144, residing: Mr Smith Admiralty district Moika Embankment No. 81, and Mr Starok, Petersburg district Great Prospect No. 49. July 7th 1906. Register No. 6344. Acting Notary Bystrooumoff. (L.S.)

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Privy Councillor Nicholas Gabrielovitch Matunin , Lieutenant-
~~General~~ Colonel Nicholas Nicholaevitch Starok. William
Edward Smith , Citizen of the United States of North America.
I, the undersigned , certify that the above signatures were
made by their own hands in the presence of me, Vassili
Africanovitch Bystrooumoff, acting for St. Petersburg
Notary, Julian Ossipovitch Zabielsky, in his office, situated
Admiralty district, Nevsky Prospect No.7 by the personally
known to me William Edwrd Smith, Citizen of the United
States of North America, acting ~~as~~ personally for himself,
and Lieutenant- Colonel Nicholas Nichol^{lie}ovitch Starok,
acting under power of attorney declared in the office of
St. Petersburg Notary Zabielsky the 30th June 1906, No.
6046, from Ivan ~~p~~ Petrovitch Balashoff, Grand Master of the
Hounds at the Imperial Court, as the plenipotentiary of Rear-
Admiral Alexis Michaelovitch Abaza of His Imperial Majesty's
Suite and of Privy Councillor Nicholas Gabrielovitch Matunin
in power of attorney declared in the office of St. peters-
burg Notary Zabielsky, June 30th ~~p~~ 1906, No. 6144, residing:-
Mr Smith,- Admiralty District, Moika Embankment No. 81, and
Mr Starok- St. Petersburg district, Great Prospect No. 49.
July 7th 1906. Register No. 6342.

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St. Petersburg, July 7th 1906. We, the undersigned, The Russian
Timber Industrial Association in the Far East, in the persons of
the sole owners of all rights and the entire property of this
Association: Rear-Admiral of His Imperial Majesty's Suite
Alexis Michaelovitch Abaza and Privy Councillor Nicolas Gabriel-
ovitch Matunin of the one part and Citizen of the United States
of North America William Edward Smith personally for himself
of the other part, have concluded the present agreement in the
following:- To the Russian Timber Industrial Association in the
Far East (called in certain documents "The Korean Timber Com-
pany", or "The Russian Timber Industrial & Mining Industrial
Association in the Far East", or "The Timber Industrial Asso-
ciation") belong the rights under four claims to gold on the
Kwang-tung peninsula entered in the book of claims of the
Mining Engineer attached to the chief of the Kwantung district
under Nos. 85, 86, 90 and 91, likewise the rights under one
certificate of the Viceroy of His Imperial Majesty in the Far
East, dated 23rd September 1903, No. 1014, to silver-lead ore
and all rights under a ticket written in Chinese to the right
to fell timber on the right bank of the river Yalu in southern
Manchuria, issued by the Mukden authorities for the years
1903 - 1904. All its rights under the said four claims to gold,
under the one certificate for silver-lead ore and under the ti-
cket to the right of felling timber on the right bank of the
river Yalu, issued for the years 1903 - 1904, with all property,
movable and immovable, no matter what the same may consist of,

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allotted by the Korean Government under 23 special deeds attached to this agreement, and purchased huts and buildings in the localities^y of Yong-am-pho in Korea, and under 82 similar deeds, delivered for safekeep to the Russian Mission in Seoul against receipt dated December 24th 1903, No.479; likewise buildings, constructions, ~~inventories~~ inventory, stores of materials, warehouses, steamers, barges and diverse movable property in Port Arthur, Seoul, Yong-ampho, Tung-wan-hsien, Ying-chau and other places in Korea and China, and, d) rights of ownership to ground lots in the locality of Tsinam-pho in Korea under 8 deeds, executed June 23rd 1901 in the Imperial Russian Mission, numbered 129-136 inclusive. All its rights ~~and~~ under the said concession for working the forest wealth in Korea, and likewise all its rights under all the abovespecified agreements and documents, with all property, movable and immovable, no matter what such consists of, the ~~by~~ Russian Timber Industrial Association in the Far East has sold to Mr William Edward Smith for one million roubles (Rs. 1,000,000). I, Smith, take upon myself all rights to this concession, leases and properties formerly belonging to the Russian Timber Industrial Association in the Far East and now become my property, and I bind myself to fulfill exactly all obligations set out in all deeds and ~~documents~~ documents relating to this agreement, mentioned

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in an inventory attached to this agreement and signed by both parties. Nevertheless, I, Smith, do not take upon myself any responsibility to creditors of the Russian Timber Industrial Association in the Far East or of Messrs Abaza and Matunin, ~~neither~~ have I any right to receive any moneys due from debtors of the Russian Timber Industrial Association in the Far East to Messrs Abaza and Matunin. For the entity and preservation of all the above-said movable and immovable property the vendor takes upon himself no responsibility, but cedes in turn the same in whatever condition it may be found. I, Smith, take upon myself all expenses in executing the present act. William Edward Smith to hold the original agreement and all the original acts and documents; the Russian Timber Industrial Association~~y~~ in the Far East, in the persons of Messrs Abaza and Matunin, to hold copies of them. All rights acquired under the present agreement by William Edward Smith, he may, as sole owner, sell and in general transfer to other parties at his sole discretion, without soliciting therefor the approval of the Russian Timber Industrial Association in the Far East. In this agreement there has been superscribed "and documents" and "28" and 29th August 1896" have been corrected. By power of ~~the~~ attorney of the sole owners of the Russian Timber Industrial Association in the Far East Rear- Admiral of His Imperial Majesty's Suite Alexis Michaelovitch Abaza and

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TITLE DEEDS
to
LAND LOTS AT TSI-NAM-PHO.

see ORIGINAL DEEDS.

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agreement ~~the~~ sale to
Smith by Russian
Timber Industrial Association
in the Far East

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第四卷

St. Petersburg July 7th 1906. We, the undersigned, the Russian Timber Industrial Association in the Far East, in the persons of the sole owners of all rights and the entire property of this Association, Rear-Admiral Alexis Michaelovitch Abaza of His Imperial Majesty's Suite and Privy Councillor Nicholas Gabrilovitch Martunin on the one part, - and William Edward Smith Citizen of the United States of North America on the other part, personally for himself, have concluded the present agreement in the following:-
to the Russian Timber Industrial Association in the Far East (called in certain documents: "The Korean Timber Company", or "The Russian Timber Industrial & Mining Industrial Association in the Far East", or "The Timber Industrial Association") belong in Korea and China:- a) a concession for working the forest wealth in Korea, in the Mushan district along the Tumen and Yalu rivers, and on the island Dagelet in the sea of Japan, in accordance with an agreement concluded with the Korean Government on August 28th 1896, certified at the Imperial Russian Mission at Seoul August 29th 1896 No. 70; b) a ground lot in usufruct for timber warehouses and mills on the left bank of the lower stream of the river Yalu at Yong-am-pho, allotted on the 20th July 1903, new style, by the Korean Government, as is evident from ~~of~~ copy of a deed attested in the Russian Imperial Mission at Seoul, September 8th 1903, No. 30; c) ground lots

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P L A N
OF
LAND LOTS AT
YONG-AM-PHO.

see ORIGINAL.

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23 TITLE DEEDS
to
LAND LOTS AT YONG-AM-PHO.
see ORIGINAL DEEDS.

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Copy of copy.

Deed. I, Choo-Syn-hep, Korean Timber-Industry Commissary under deed signed 20 July, 1903, transfer to the Timber Industrial Association for complete and exclusive disposal the entire ground lot, contained between the Yalu river on the one side and on the other by a line of numbered posts, as per limits shown on the plan (the plan appended to the Deed of 20 July of this year) numbered from 1 to 8, subject to observance of the following distances shown on the signed plan: from the first to the second ~~one~~ hundred and forty sagues, from the second to the third two hundred and seventy sagues, ^{from the third} ~~from the fourth~~ ^{to the fourth} four hundred and twenty sagues, from the fourth to the fifth two hundred and ~~twenty~~ ^{fourty} sagues, from the fifth to the sixth nine hundred and ~~forty~~ ^{seven} sagues, from the sixth to the seventh eight hundred and seventy sagues and from the seventh to the eighth six hundred and twenty sagues. I, Baron Gabriel Goratsievitch Gunzburg, attorney of the Imperially approved Russian Timber Industrial Association in the Far East have accepted the above mentioned land lot, in the name of the above said Timber Industrial Association. The remuneration to local inhabitants for houses, crops, graves, and the rest, shall be paid by the Timber Industrial Association the minimum of dely. The present deed is drawn up in duplicate, one copy in the Russian and one in the Chinese lan-

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guage; according to par. 17 of the concession, moreover, the Russian text shall be considered the principal. One copy of the Russian and of the Chinese texts has been handed to the Korean Timber-Industry Commissary and another to the attorney of the Timber Industrial Association, Baron G.G. Gunzburg.

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I, the undersigned, certify this to be a true copy from the former copy presented to me, Vassili Africano-vitch Bystrooumoff, Deputy Notary for St. Petersburg Notary, Julian Ossipovitch Zabelsky, in his office, situated Admiralty District, Nevsky Prospect №7, by Lieutenant-Colonel Nicholas Nicholaievitch Stark, residing in Petersburg District, Great Prospect №49. In comparing this copy with the former copy, no erasures, additions, crossed out words, or other peculiarities, save as specified, were found. Stamp duty was not paid on the foregoing copy. July the 3rd 1906. Register № 6216. In this copy there has been corrected: "Korean". Deputy Notary V. Bystrooumoff (L.S.).

I, the undersigned, certify this to be a true copy of the former copy presented to me, Vassili Africano-vitch Bystrooumoff, Deputy Notary for St. Petersburg Notary Julian Ossipovitch Zabelsky, in his office, situated Admiralty District, Nevsky Prospect №7, by the above named Mr Stark. In comparing this copy with the foregoing copy no erasures, additions, crossed out words, or other peculiarities were found. Stamp duty has been paid on the foregoing copy in the sum of one rouble 25 cop. July 29th 1906. Register № 7046. In this copy there has been struck out "and".

Deputy Notary V. Bystrooumoff.

(Seal).

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第四三号

C E R T I F I C A T I O N

BY KOREAN FOREST COMMISSARY, CHOO-SYN-HEP, OF TRANS-FER BY HIM , CHOO-SYN-HEP, TO RUSSIAN TIMBER INDUSTRIAL ASSOCIATION IN FAR EAST OF LAND LOT AT YONG-AM-PHO GRANTED UNDER DEED DATED JULY 20 1903. SAID CERTIFICATION SIGNED OCTOBER 1st 1903.

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of square metres, there shall be paid for it an annual tax as specified in the treaties. 4) The expenses of transporting the graves located in the middle of the lot, must be refunded. The graves themselves, located on the hillocks, must not be demolished further than possible. 5) The land lot mentioned is jointly owned by the Korean Government and the Timber Industrial Association; should any Korean subject commit a crime within the limits of the lot he shall be handed over to the Korean authorities for punishment; the employés and labourers of the Association who shall have committed a crime shall be handed over, through the intermediary of the Forest Commissary, to the Association for despatch to the nearest Consul. 6) Both before and after the allotment of the land lot workmen and horses must not be allowed - workmen into Korean villages, and horses - into harvest fields. 7) Timber of other parties floated down the river may be purchased by the Association from the traders at existing prices, but the Association must not confiscate such timber, thereby causing the traders loss. 8) Should there be Chinese or foreigners who shall have crossed the frontier and felled timber in Korean territory, the Korean authorities must hand them over to the corresponding authorities; the timber felled shall become the pro-

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perty of the Association. 20 July 1903, new style, Attorney of the Russian Timber Industrial Association in Yong-am-Pho (the assigned) Bodisco. (L.S.) According to par. 17 of the concession ~~with~~ in the event of any misunderstandings whatever, the Russian text shall be the guiding text. Note: Should the Association wish to increase ~~the~~ its land lot, the Korean Government shall allot the Association the requisite ground on mutual agreement. This is a true copy of the original: Attorney of the Imperially approved Timber Industrial Association in the Far East, Seoul Section. (signed) Baron Gabriel Goratsievitch Gunzburg. (L.L.P.) Seals of the Korean Forest Commissary. The Imperial Russian Mission in Seoul hereby certifies the faithfulness of the present copy as confirmed by Baron Gunzburg and the Korean Forest Commissary Choo-Syn-Hep, of the Russian text of the deed of allotment to the Russian Timber Industrial Association in the Far East of a ground lot in the locality Yong-am-Pho. Deed book No 30. Secretary of Mission (signature) Seoul 8th September 1903. (L.S.) On page 8 there have been struck out the words: "concerning allotment to the latter" (signature). In this Deed there are three numbered, corded and sealed sheets. 8/21 September 1903. Town Seoul. (Signature). Secretary of Department. (L.S.).

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DEED OF GRANT
OF LAND LOT AT YONG-AM-PHO BY KOREAN GOVERNMENT TO
RUSSIAN TIMBER INDUSTRIAL ASSOCIATION IN THE FAR
EAST, THE LAWFUL SUCCESSORS TO JULIUS BRUNNER. THIS
DEED SIGNED JULY 20, 1903, NEW STYLE, AT YONG-AM-PHO
BY BODISCO, LOCAL ATTORNEY OF RUSSIAN TIMBER INDUSTRIAL
ASSOCIATION; SAME DEED OF GRANT SIGNED CONFIRMATORILY
AT SEOUL BY BARON GABRIEL GUNZBURG, ATTORNEY AT SAID
SEOUL FOR THE RUSSIAN TIMBER INDUSTRIAL ASSOCIATION
IN THE FAR EAST, AND BY KOREAN FORESTRY COMMISSARY
CHOO-SYN-HEP AND CERTIFIED AT RUSSIAN IMPERIAL MISSION
IN SEOUL, SEPTEMBER 8, 1903.

Copy of copy.

Deed. On the basis of a timber concession granted to Russian subject Brünner, now transferred to the Russian Timber Industrial Association in the Far East, the Korean Government allots for uses of the latter in the frontier district a land lot, requisite for the construction of buildings, saw mills, and timber warehouses under the following conditions: 1) for the construction of buildings and mills a land lot is assigned located on the left bank of the lower stream of the Yalu river at Yong-am-pho to the reed bogs and is marked with signs in four places on hillocks. The ground at present occupied by the Association is not greater than that shown on the plan. 2) The ground lot is allotted to the Association only in correspondence with actual requirements and the Association shall not wilfully occupy more ground in that locality than is shown on the two plans. One of these shall be assigned to the Government and the other to the Russian Minister in Seoul. The exact dimensions of the allotted piece of land shall be approved by the Korean Government and the Russian Minister, concerning which there shall be drawn up a definite deed. 3) Upon the Government in conjunction with the Minister defining the exact limits of the lot its extent shall be measured and then in correspondence with the number

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certifies this to be a correct translation under proper signature and Government Seal. Seoul 29th March 1901. Chargé d'Affaires A Pavloff. (L.S.) №13.

I, the undersigned, certify this to be a true copy of the original translation, presented to me, Vassili Africanovitch Bystrooumoff, Deputy Notary for St. Petersburg Notary Julian Ossipovitch Zabelsky, in his office, situated Admiralty District, Nevsky Prospect №7, by Lieutenant Colonel Nicholas Nicholaievitch Stark, residing in Petersburg District, Great Prospect №49. In comparing this copy with the original translation, besides "Emperor" "concerning", "system" and "1901" written in after deletion and not specified, there were found in the latter no erasures, additions, crossed out words or other peculiarities. No stamp duty was paid on the original translation. July 3rd 1906. Register №6214. Deputy Notary V. Bystrooumoff. (L.S.)

I, the undersigned, certify this to be a true copy of the former copy, presented to me, Vassili Africanovitch Bystrooumoff; Deputy Notary for St. Petersburg Notary Julian Ossipovitch Zabelsky, in his office, situated Admiralty District, Nevsky Prospect №7, by the above-mentioned Mr Stark. In comparing this copy with

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the former copy there were found in the latter no erasures, additions, crossed out words, or other peculiarities. Stamp duty in the sum of one rouble 25 cop. has been paid on the foregoing copy. July 29th 1906. Register №7050. In this copy there has been crossed out "original".

Deputy Notary V. Bystrooumoff.

(Seal).

Copy of copy.

Translation of Note of Korean Minister for Foreign Affairs to Russian Imperial Chargé d'Affaires at Seoul dated March 29th 1901 No 13.

On February 27th (March 12th) 1901 I had the honour of receiving Your Excellency's note of following contents:

"In August 1896 His Majesty the Dai-Khan Emperor granted to a Russian subject Brünner a concession for the exploitation of the timber in the system of the rivers Tumen and Yalu. This concession, in 1899, was acquired from Merchant Brünner by the ^{he}liwise Russian subjects Actual Councillor of State Matunin and Councillor of Commerce Albert. Desirous of establishing the timber business in Korea on the very widest and most solid bases with a view to its rendering the Korean Emperor significant profit, Messrs Matunin and Albert during a period of two years expended much time and effort in gathering together experienced men and the requisite capital. Their efforts were about to be crowned with complete success and a decision was come to to commence work in the Yalu river system within the time specified under the concession, when their sudden broke out disturbances and commenced military operations in China close to the very frontier of Korea. Under such conditions the Timber

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Company for reasons beyond its control, was deprived of the possibility of carrying on work and is suffering losses. In view of this Mr Matunin's Timber Company now earnestly petitions His Majesty the Dai-Khan Emperor to grant to the Company the right to commence work in the system of the Yalu river within three years counting from the 1st January of this year of 1901 and from this latter date to count the twenty year term of the concession's operation; should^d however, the Company not commence work during the specified three years, the concession shall become void. I most ~~de~~ humbly request you to report on this to the Emperor and to communicate his answer."

In reply to this I have the honour to communicate to Your Excellency that after having discussed all the points of Mr Matunin's petition, our Government has decided to extend the period for commencing work for three years, counting from the first day of the first month of this fifth year Guan-Moo (1st January 1901, new style) and, counting from the same date, the term of the concession is fixed at twenty years. In the event, however, of work not being commenced within three years from the present time the concession shall become void. The above was submitted to the Emperor and the Imperial assent was received. The Russian Imperial Mission in Seoul hereby

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duty in the sum of one hundred and three roubles has been paid on the original. July 3rd 1906. Register No. 6212. Deputy Notary V. Bystrooumoff. L.S.

I, ~~for~~ the undersigned certify this to be a true copy of the former copy presented to me Vassili Africanovitch Bystr^{oo}umoff, deputy Notary for St. Petersburg Notary Julian Ossipovitch Zabielsky, in his office situated Admiralty District, Nevsky Prospect No. 7 by the above named ~~for~~ Mr. Starek. In comparing this copy with the former copy there were found no erasures, additions, crossed out words or other peculiarities. Stamp duty has been paid on the foregoing ~~copy~~ copy in the sum of one rouble 25 cop. 1906, July 29th. Register No. 7044.

Deputy Notary V. BYSTROOUMOFF.

(Seal).

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TRANSLATION OF NOTE

DATED 29 MARCH 1901, TO THE RUSSIAN CHARGE D'AFFAIRES IN SEOUL FROM THE KOREAN MINISTER FOR FOREIGN AFFAIRS, CONVEYING KOREAN EMPEROR'S ACQUIESCENCE IN POSTPONEMENT OF TIME LIMIT FOR INITIATING TIMBER-FELLING OPERATIONS UNDER CONCESSION UNTIL JANUARY 1st 1904.

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mentioned he, Brünner, has transferred to the sole and entire ownership of me, ~~1~~ Nyeporozhneff, in terms of an inscription made by his attorney Aulic Councillor Dmitry Anatolie vitch Neratoff, May the eighth of this year in the copy of the above named concession No. 70 certified tenth of March 1897 under No. 371 by Vladivostock ~~1~~ Notary Adams. I, Nyepor~~1~~ozhneff, all the above said rights and obligations to and under said concession under contract with the Korean Government dated 29th August 1896 No.70 transfer and cede to the entire ownership of Actual Councillor of State Nicholas Gabriellovitch Matunin and Councillor of Commerce Matvei Ossipovitch Albert for the sum of thirty five thousand roubles (35,000) agreed upon between ~~1~~ us, which sum has been received from them by me in full and all accounts in settlement connected with the said transfer have been closed between us for all times. I, Matunin, both for myself and for my principal Albart accept all the above mentioned rights and obligations, with all their consequences from this date up to the date of expiration of the term of contract No .70, and certify that I have ~~1~~ received the said copy, No.371 from Mr. Nyeporozhneff. There has been ~~1~~ crossed out "localities". "Seoul" has been corrected. Privy Councillor Nicholas Ivanovitch Nyeporozhneff for himself and under power of attorney of Coun-

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cillor of Commerce Matvei Ossipovitch Albert, Actual Councillor of State Nicholas Gabriellovitch Matunin. I, the undersigned, certify that the above signatures were made in the presense of me, Timothy Dmitrievitch Andrieff, St. Petersburg Notary in my office, situated in ~~1~~ Kazan District, Nevsky Prospect No. 28, by Privy Councillor Nicholas Ivanovitch Nyepor~~1~~ozhneff and Actual State Councillor Nicholas Gabriellovitch Matunin, the latter acting personally for himself and under power of attorney of Councillor of Commerce Matvei Ossipovitch Albert, declared before me, the said Notary Andrieff, 25th June of this year under No. 5355 and presented to me in the original, resideing in St. Petersburg: 1) Kazan District, Demidoff Lane, No.4 and 2) Rozhdestvensky District, Nevsky Prospect No.118, by the ~~1~~ personally known to me. 1899, June 26th. Register No. 5368. Notary T. Andreiff. L. S.

I, the undersigned, certify this~~1~~ to be a true copy of the original presented to me, Vassili Africanovitch Bystrooumoff, Deputy Notary for St. Petersburg Notary Julian Ossipovitch Zabie~~1~~lsky in his office Admiralty District, Nevsky Pr~~1~~ospect No. 7, by Lieutenant Colonel Nicholas Nicholaivitch Starck, residing in Petersburg District Great Prospect No. 49.. In comparing this copy with the original there were found in the latter no erasures additions crossed out words or other peculiarities. Stamp

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T R A N S F E R

✓ OF ALL RIGHTS TO ORIGINAL BRUNNER CONCESSION BY
NICHOLAS NYEPOROZHNEFF TO MATUNIN AND ALBERT, EXE-
CUTED AND CERTIFIED NOTARIALY AT ST. PETERSBURG
JUNE 26 th 1899.

(I)

Copy of copy.

St. Petersburg, one ~~th~~ thousand eight hundred and
ninety nine June 26th. We, the undersigned: Privy
Councillor Nicholas Ivanovitch Nyeperozhneff on the one part
and on the other-^a Actual State Councillo^y Nicolas Gabrie-
lovitch Matunin, personally for himself and acting under ~~of~~
power of attorney of Councillor of Commerce Matvei Ossipovitch
Albert, have concluded this act in the following: By contract
concluded with the Korean Government in the town of Seoul
the twenty ninth day of August one thousand eight hundred and
ninety six under No. seventy, Merchant of the First Guild of
Vladivostock Julius Ivanovitch Brünner acquired a concession
for exclusive carrying on of timber operations during a
period of twenty five years, on Korean State lands in the
upper portions of the river Tumen and along its right
tributaries in the Mushan District and also on the ^a island
Dagelet(Ouleng-do) in the Sea of Japan, and, after organiza-
tion of this business in the localities named, - the right ~~of~~
to prospect the timber areas in Korean territory in the Yalu
river system and to extend his operations in suitable
localities under the same conditions ^a in the Tumen district.
The whole of his rights and obligations under the concession

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and possessing legal capacity for the execution of deeds. Moreover I, Notary, certify ~~ra~~ that this power of attorney was signed in his own hand by Mr Brünner. Par. 137 of Notarial Regulations has been declared. Register №1550. Notary V. Adams. (L.S.) I, the undersigned, certify that this is a true copy of the original presented to me Vassili Africanovitch Bystrooumoff, Deputy Notary for St. Petersburg Notary Julian Ossipovitch Zab¹elsky, in his office situated Admiralty District, Nevsky Prospect №7, by Lieutenant Colonel Nicholas Nicholaievitch Stark¹, residing in Petersburg District, Great Prospect №49. In comparing this copy with the original there were found in the latter no erasures, additions ~~or~~ crossed out words or other peculiarities, but in this copy there have been corrected "II", and "exception". Stamp duty has been paid on the original in the sum of eighty copecks. July 3rd 1906. Register №6210. Deputy Notary V. Bystrooumoff (L.S.)

I, the undersigned, certify that this is a true copy of the former copy presented to me, V¹assili Africa-
novitch Bystrooumoff, Deputy Notary for St. Petersburg
Notary Julian Ossipovitch Zab¹elsky, in his office, si-
tuated Admiralty District Nevsky Prospect №7, by the

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above-mentioned Mr Stark¹. In comapring this copy with the former copy there were found in the latter no erasures, additions, crossed out words or other peculiarities. Stamp duty has been paid on the foregoing copy in the sum of one rouble 25 cop. 1906, July 29th. Register №7040. In this copy there has been corrected "Brünner".

Deputy Notary V. Bystrooumoff.

(Seal).

POWER OF ATTORNEY

FROM JULIUS BRUNNER TO NERATOFF LEGALLY
AUTHORIZING NERATOFF TO TRANSFER TO NI-
CHOLAS NYEPOROZHNEFF ALL HIS BRUNNER'S
RIGHTS UNDER KOREAN TIMBER CONCESSION .

(5th May, 1899).

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Copy of copy.

Dimitry Anatolievitch

Dear Sir,

I hereby request and authorize you, in agreement with
Privy Councillor Nicholas Ivanovitch Nyeporozhneff, to
cancel with all consequences the agreement executed at
the office of St. Petersburg Notary Andreieff 11th May
1899 193323 for the transfer of my rights to a concession
with the Korean Government dated August 29th 1896 1970
and convey to you the right to cede all my rights without
exception to the said concession to Privy Councillor
Nicholas Ivanovitch Nyeporozhneff for sixty five thousand
roubles (65,000); to execute in notarial order an agree-
ment of cession of these rights, and to sign for me.
Whatever you under this power of attorney shall lawfully
effect I will consider good and will not dispute or gain-
say. This power of attorney belongs to Aulic Councillor
Dmitry Anatolievitch Neratoff. Vladivostock, May 5th
1899. Merchant of the First Guild of Vladivostock Julius
Ivanovitch Brünner. The year one thousand eight hundred
and ninety nine, May 5th, this power of attorney was
declared before me, Vladimir Feodorovitch Adams, Notary
of Vladivostock, in my office, house Gougoss, Gospital-
naya street, by Merchant of the First Guild of Vladivos-
tock Julius Ivanovitch Brünner, personally known to me

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agreement with the Korean Government of date 29th August 1896, №70 with the whole of its rights and obligations. I, the undersigned, certify that this is true copy of the former copy, presented to me, Vassili Aficanovitch Bystrooumoff, Deputy Notary for St. Petersburg Notary Julian Ossipovitch Zabelsky, in his office situated Admiralty District, Nevsky Prospect №7, by Lieutenant Colonel Nicholas Nicholaievitch Stark, residing in Petersburg District, Great Prospect №49. In comparing this copy with the former copy there were found in the latter no erasures, additions, crossed out words or other peculiarities and in this copy there have been corrected: "inhabitants", "reserves" and "preserve"; "Neratoff" has been crossed out, and there have been added in: "Once a year a general meeting of the shareholders etc., is to be held in Seoul or Chemulpho", and "Nyeporozhneff". Stamp duty has been paid on the foregoing copy in the sum of two roubles 40 cop. July 3rd 1906. Register №6208. Deputy Notary V. Bystrooumoff (L.S.)

I, the undersigned, certify that this is a true copy of the former copy presented to me Vassili Africanovitch Bystrooumoff, Deputy Notary for St. Petersburg Notary Julian Ossipovitch Zabelsky, in his office, situ-

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ated Admiralty District Nevsky Prospect №7, by the above mentioned Mr Stark. In comparing this copy with the foregoing copy there were found in the latter no erasures, additions, crossed out words or other peculiarities. Stamp duty has been paid on the foregoing copy in the sum of one rouble 25 cop. 1906 July 29th. Register №7036. In this copy there has been corrected: "dressed".

Deputy Notary V. Bystrooumoff.

(Seal.)

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of the net profit the above mentioned sum shall be increased. 15) The contract shall become void should the work in the forests not be commenced within one year from the date of its signature, in the event, of course, of the delay being caused otherwise than through war or similar cause beyond the Company's control; in the latter case, on mutual agreement of the Korean Government and the aforesaid Company the term of commencement of work shall be postponed. 16) In the event of the death of Mr Brünner prior to the completion of the term of the present contract his rights are transferred in their entirety to his heirs and legal successors. Mr. Brünner has the right to transfer this contract to any reliable Russian person or Company. 17) To the text of the concession in Russian there shall be attached an exact translation in the Chinese tongue; but in the event of any misunderstandings the Russian text shall be considered the principal. Merchant of the first Guild of Vladivostock Julius Ivanovitch Brünner. Seoul 28th August 1906. The signs manual of merchant of the First Guild of Vladivostock Julius Ivanovitch Brünner and of Korean Minister for Foreign Affairs EE-van-eng and Minister of Agriculture and Trade Cho-peng Chow-peng-chik, I certify by attaching the seal of the Imperial Mission, Seoul, 29th

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1906 H270. Deputy Vice-Consul Polianoffsky. I, the undersigned, certify that this is a true copy of the original presented to me, Vladimir Feodrovitch Adams, Vladivostock Notary, in my office, situated house Gouius, Gospitalnaya street, by the firm of Brünner, Kouznetsoff and Company. In comparing this copy with the original there were observable in the latter no erasures, additions, ~~err~~ crossed out words or other peculiarities. 1897, March 10th. Register H2371. Notary V. Adams. (L.S.)

The 8th May 1899, under an agreement concluded between us, the present agreement, concluded between Merchant of the First Guild of Vladivostock Julius Ivanovitch Brünner and the Korean Government on date 29th August 1896 under H270 is transferred, with all its rights and obligations without exception to the entire and sole ownership of Privy Councillor Nicholas Ivanovitch Nyeporozhneff, for the sum of fifty five thousand roubles (55,000) which, at the signing of these presents, have been paid in full by Mr Nyeporozhneff and have been received by me, Aulic Councillor Dmitry Anatolievitch Neratoff, the plenipotentiary of J.I. Brünner. Plenipotentiary of Merchant of the First Guild of Vladivostock Julius Ivanovitch Brünner - Aulic Councillor Dmitry Anatolievitch Neratoff. Privy Councillor Nicholas Ivanovitch Nyeporozhneff has taken upon himself the present

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11) J.I. Brünner shall in due time present to the Korean Government a document certifying that without any expenses on the part of the Government, the latter becomes owner of ~~no~~ one-fourth (1/4) of the Company's entire property and has the right to receive the fourth portion of the entire net profits of the Company, in consideration of which no duties or taxes shall be levied from the Company for usufruct of the timber. 12) The Head Offices of the Company shall be located at Vladivostock and a branch office at Seoul ~~an~~ or Chemulpho. Once a year a general meeting of the shareholders of the Company or their representatives is to be held in Seoul or Chemulpho. At this meeting each share accords the right of a single vote. All business and questions, not mentioned in text of the present agreement, will be ~~disc~~ decided by majority of votes of the Company's shareholders. The Company's books shall be kept at Vladivostock as being the place nearest to the locality of work, and copies, certified by a Notary, will be preserved for revision at the general meetings in Seoul or Chemulpho. 13) His Majesty the King may appoint an official who shall reside in such place as may appear to him to be most convenient, to watch over the interests of his Government and control the quantity of timber felled and carried away, that is,

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close to the saw mills or warehouses, where the whole of the timber of the district is concentrated in one place after rafting. This official has the right from time to time to check the books. Also there may be appointed an official belonging to the local administration to issue floating down tickets for the whole of the timber felled and carried away, in which tickets there shall be shown the name to whom they are given and when, the place of felling and the quantity and dimensions of the timber. Should it happen from causes beyond the control of the Company that by November 15th the timber against such tickets should not have been floated down, the tickets shall be returned to the official by whom they were issued who shall issue other certificates instead of these, stating where the timber is, its quantity and the reasons which prevented its floating down. Under these certificates the floating down may be carried out during the next year. 14) The part of the net profit due to the Korean Government shall be annually paid at Seoul through the medium of the Russo-Chinese Bank where Mr. Brünner has a guarantee for regular payment of the Korean Government's share of the profits shall keep a permanent security in the sum of (1.5000) fifteen thousand roubles silver currency. Corresponding with the increase

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mediation of his assistants and with the co-operation of the local authorities superintend the carrying out of these regulations; d) Timber felling must^{not} be carried on by the Company in all relations, but only in sectional areas of actual felling, for which ~~for~~ purpose, yearly by the 15th September, a year's timber felling section shall be allotted, the limits of the same being defined by piles and pits. In this way the timber properties selected by the Company are gradually divided up into twenty timber felling lots. Work in each of these timber felling lots must not continue longer than two winters and one summer, while the felling and carrying away of timber is allowed only from the 15th September to the 15th May. 5) For the dressing of timber the Company may erect steam saw mills either on the Russian banks of the ~~A~~/ Tumen river or on the Korean, as they find more convenient. The dressed timber material thus obtained may be exported abroad or sold on the spot. 6) The Forester, appointed by the Company, will ~~hold~~ himself at the orders of the Korean Government for the drawing up of forest regulations and their introduction in the Kingdom, and especially for the instruction of Koreans in practical forestry, in the method of sowing on the felling sections cleared, in transplanting of young trees,

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and so on. The Korean Government also has the right of delegating officials and young men to the Company's saw mill with a view to acquainting them with the saw mill plants and, generally, the timber trade. 7) The Korean administration will render the Company every assistance in its dealings with the local inhabitants, and in everything which touches the engaging of workers or the procuring of ~~the~~ means of transport. The Government is to furnish foreigners employed by the Company with passports and render them every protection. 8) Koreans shall have preference as regards employment for labour, but, in case of strikes on their part, the Company would be within its rights in replacing them by Russian or Chinese labourers. 9) In the purchase of provisions for labourers the Company shall give preference to local goods, but in case of high price during time of famine or crop failure, provisions will be imported from abroad and issued to the labourers at actual cost price plus delivery to the locality. Provisions, tools, materials and machinery required for the timber business shall be imported from abroad duty free; neither shall duties be levied on timber material produced by the Company and exported abroad. 10) J.I. Brünner ~~shall~~ ~~be~~ will raise the whole of the capital necessary for the successful conduct of the affairs of the aforesaid Company.

Copy of copy.

His Majesty the Korean King, solicitous for the introduction of proper forest management in Korea, and of European methods of handling timber, gives his consent to the conclusion of the agreement hereinbelow:- 1) The Russian subject First Guild Merchant of Vladivostock Julius Ivanovitch Brünner is authorized to organize a company under the name of "The Korean Timber Company". 2) The Korean Timber Company receives the sole right for a term of twenty years (20), to carry on timber operations on Government lands in the upper areas of the river Tumen and along its right tributaries in the Mushan District, as also on the island Dagelet (Ul-len^g-do) in the Sea of Japan. Further, after organization of the business in these localities, the "Korean Timber Company" has the right of prospecting, with the co-operation of competent persons, the timber areas of the Yalu river system in Korean territory, and, after this it will have the right to extend its operations in suitable localities, carrying on operations on the same bases as in the Tumen section. Should work in the territory of the Yalu river system not be commenced within five years (5) from the date of signing the present agreement, the "Korean Timber Company" forfeits all rights in this section. 3) Within the above specified limits, the said Company

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acquires the right to do everything necessary for constructing roads and tram lines and for clearing rivers, to facilitate the floating down of timber, likewise to build houses, and workshops, and to equip mills. 4) The said Company takes upon itself the obligation to engage and maintain during the entire term of the ~~construction~~ contract a specialist in forestry of the Corps of Russian Forestries who has duly graduated at the Institute of Forestry, likewise a sufficient number of Russian ~~association~~ assistants to him. Under their guidance the timber industry and exploitation of the forest wealth must be carried on in proper manner, namely:- a) trees under thirty years of age must not be felled, but they ought to be left to grow under proper supervision and care, b) efforts must be made to increase and develop anew the forests in the timber clearings where timber felling~~s~~ has been carried out by the Company, for which purpose in each section of timber clearing at least one of the best trees must be left for seed purposes from every hundred trees felled; c) strict measures must be taken to prevent and extinguish forest fires, for which purpose regulations will be issued through the local authorities prohibiting the burning out of flats in the forests and their vicinity. The Forester, through the

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Acting Notary V. S. A. Bystrooumoff.

(Seal).

1 K 第三八号

ORIGINAL TIMBER CONCESSION GRANTED BY THE KOREAN GOVERNMENT TO JULIUS BÜNNER, AUG. 28th 1896, ACCORDING THE RIGHT FOR TWENTY YEARS TO FELL TIMBER ON KOREAN GOVERNMENT TERRITORY IN THE SYSTEM OF THE TUMEN RIVER, MUSHAN DISTRICT, & ON THE ISLAND DAGELET IN THE SEA OF JAPAN; LIKEWISE TO FELL TIMBER IN KOREAN TERRITORY IN THE YALU RIVER SYSTEM AND ELSEWHERE IN KOREA.

CONCESSION SIGNED ON ABOVE DATE AT SEOUL BY JULIUS BRÜNNER, OF THE ONE PART, AND BY EE-VAN-ENG, KOREAN MINISTER FOR FOREIGN AFFAIRS, AND CHOW-PENG-CHIK, KOREAN MINISTER OF AGRICULTURE AND TRADE, OF THE OTHER PART.

ALL THE SIGNATURES ATTESTED AT RUSSIAN IMPERIAL MISSION, SEOUL, AUGUST 29th 1896, No 70, BY RUSSIAN DEPUTY VICE-CONSUL.

ALSO AGREEMENT OF TRANSFER BY SAID JULIUS BRÜNNER TO NICHOLAS NYEPOROZNEFF OF ALL AFORESAID TIMBER RIGHTS IN KOREA.

(8th May 1899).

1-1947

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(2)

St. Petersburg Notary Butkoffsky, 18th November 1905, under No. 6307.

By power of attorney of the sole owners of the Russian Timber Industrial Association in the Far East, Rear-Admiral Alexis Michaelovitch Abaza of His Imperial Majesty's Suite and Privy Councillor Nicholas Gabrielovitch Matunin-Lieutenant Colonel Nicholas Nicolaivitch Starck. Citizen of the United States of North America William Edward Smith. I, the undersigned, certify that the above signatures have been made in their own hands in the presence of me, Vassili Africanovitch Bystroomoff, acting as Notary for St. Petersburg Notary Julian Ossipovitch Zabielsky, in his office, situated Admiralty District, Nevsky Prospect No. 7, by the personally known to me: Citizen of the United States of North America William Edward Smith, -personally for himself, and Lieutenant Colonel Nicholas Nicolaivitch Starck, acting under power of attorney declared in the office of St. Petersburg Notary Zabielsky, 30th June 1906, under No. 6416, from Grand Master of the Hounds at the Imperial Court, Ivan Petrovitch Balashoff, ^{as} the Plenipotentiary of Rear-Admiral Alexis Michaelovitch Abaza, of His Imperial Majesty's Suite, and of Privy Councillor Nicholas Gabrielovitch Matunin, by power of attorney declared in the office of St. Petersburg Notary Zabielsky, 30th June 1906, No. 6144, - residing:-

(3)

Mr Smith, Admiralty District, Moika Embankment No. 81, - and Mr Starck- Petersburg District, Great Prospect No. 49. July 7th 1906. Register No. 6366. Acting Notary V. Bystroomoff (L.S.) I, the undersigned, certify this to be a true copy of the original, presented to me, Vassili Africanovitch Bystroomoff, acting as Notary for St. Petersburg Notary Julian Ossipovitch Zabielsky, in his office, Admiralty District, Nevsky Prospect No. 7, by the ~~above~~ aforementioned Starck. In comparing this copy with the Original no erasures, additions, crossed out words or other peculiarities were found in the latter. Stamp duty has been paid on the original in the sum of one rouble 25 cop. 7th July 1906. Register No. 6367. Acting Notary V. Bystroomoff. (L.S.)

I, the undersigned, certify this to be a true ~~copy~~ copy of the former copy, presented to me, Vassili Africanovitch Bystroomoff, acting as Notary for St. Petersburg Notary Julian Ossipovitch Zabielsky, in ~~his~~ his office, situated Admiralty District, Nevsky Prospect No. 7, by the aforementioned Mr Starck. In comparing this copy with the former copy no erasures, additions, crossed out words or other peculiarities were found in the latter. The former copy has been taxed one rouble 25 cop. 1906, July 29th. Register No. 7051.

1-1947

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10月
第三号

SUMMARY OF DOCUMENTS

HANDED OVER TO W.E. SMITH BY RUSSIAN TIMBER INDUSTRIAL ASSOCIATION IN THE FAR EAST RELATING TO FUSHUN COAL COMPANY viz.: (1) ABOVE-SAID FUSHUN COAL COMPANY-MADRITOFF AGREEMENT OF 1/3/03, WITH MADRITOFF'S INSCRIPTION THEREIN DATED 30/7/03 TRANSFERRING TO RUSSIAN TIMBER INDUSTRIAL ASSOCIATION, AND (2) ABOVE-SAID DEED OF INVENTORY EXECUTED AT YAMBAIPU.

(I)

S u m m a r y

OF documents transferred by the Russian Timber Industrial association in the Far East, in the persons of sole owners of all rights and the entire property of the Association: Rear-Admiral Alexis Michaelovitch Abaza of His Imperial Majesty's Suite and privy Councillor Nicholas Gabrielovitch Mutunin - to Citizen of the United States of North America William Edward Smith, under agreement, certified 7th July 1906 by St. Petersburg Notary J.O. Zabielsky, under Register No.6340.

1) Agreement dated 1st March 1903 declared before the Secretary of the Port Arthur Circuit Court, acting as Deputy Notary, 12th March 1903, under No.377, concerning the cession by the Fushun Coal Company to Colonel Madritoff of the rights to exploiting the Fushun mines, with an inscription therein by Colonel Madritoff, 30th July 1903, concerning the cession of the rights acquired by him to the Russian Timber Industrial Association in the Far East.

2) Deed of Inventory dated 17th February 1905, concerning the condition of the movable and immovable property of the Fushun Coal Mines at the village Yambaipu, Fushun District, Mukden Province, - in the copy certified by

1-1947

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(5)

Moika Embankment #81, - and Mr Stark^s, - in Petersburg district Great Prospect #49. July 7th 1906. Register #6340. Deputy Notary V. Bystrooumoff. (L.S.)

I, the undersigned, certify this to be a true copy of the original presented to me, Vassili Africanovitch Bystrooumoff, Deputy Notary for St.Petersburg Notary Julian Ossipovitch Zabⁱelsky, in his office, Admiralty District, Nevsky Prospect #97, by the afore-mentioned Mr Stark^s. In comparing this copy with the original no erasures, additions, ~~cor~~sed out words or other peculiarities were found; in this copy there have been corrected "belonging" and "become". Stamp duty in the sum of ~~the~~ ten thousand roubles (10,000) has been paid on the original. July 7th 1906. Register #6350. In this copy there has been crossed out "United" and corrected "A9 6340". Deputy Notary V. Bystrooumoff. (L.S.)

Of this document 2 copies have been certified in the office of St.Petersburg Notary Zabⁱelsky, 1906, July 29th. Under Register #7047-9 and given to N.W. Stark^s. I, the undersigned, certify that this is a true copy of the original presented to me, Vassili Africanovitch Bystrooumoff, Deputy Notary for St.Petersburg Notary Zabⁱelsky, in his office, Admiralty District, Nevsky Prospect #97, by the afore-mentioned Mr Smit^{it}h. In com^{pa}ring

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this copy with the original no erasures, additions, ~~cor~~^{no}sed out words or other peculiarities, save as specified, were found in the latter; in this copy there have been corrected "Matunin", "called", and there has been crossed out "United". 11th April 1907. Register #3827. Deputy Notary V.A. Bystrooumoff.

(Seal).

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Industrial Association in the Far East or of Messrs Abaza and Matunin, and likewise I have not the right to receive any money whatever due from debtors of the Russian Timber Industrial Association in the Far East to Messrs Abaza and Matunin.

For the entity and preservation of all the above-named moveable and immoveable property the vendor accepts no responsibility but he transfers it in the condition in which it actually turns out to be.

I, Smith, take upon myself the expenses in drawing up this act.

William Edward Smith to hold the original agreement and all original acts and documents and copies of them to be hold by the Russian Timber Industrial Association in the Far East in the persons of Messrs Abaza and Matunin.

William Edward Smith has the right, as complete owner of them, to sell all the rights acquired under the present agreement and in general to transfer them to other persons at his personal discretion without soliciting thereto the consent of the Russian Timber Industrial Association in the Far East or other persons or institutions.

By power of attorney of the sole owners of the Rus-

(4)

sian Timber Industrial Association in the Far East, Rear-Admiral of His Imperial Majesty's Suite Alexis Michaelovitch Abaza and Privy Councillor Nicholas Gabrielovitch Matunin;- Lieutenant-Colonel Nicholas Nicholaevitch Stark. Citizen of the United States of America William Edward Smith.

I, the undersigned, certify that the above signatures were made by their own hands in the presence of me, Vassili Africanovitch Bystrooumoff, acting for St. Petersburg Notary Julian Ossipovitch Zabelsky, in his office, situated Admiralty district, Nevsky Prospect 297, by the personally known to me: Citizen of the United States of America William Edward Smith, personally for himself, and Lieutenant-Colonel Nicholas Nicholaievitch Stark acting under power of attorney declared in the office of St. Petersburg Notary Zabelsky the 30th June 1906, No 6146, from Grand Master of the Hounds of the Imperial Court Ivan Petrovitch Balasheff, as plenipotentiary of Rear-Admiral of His Imperial Majesty's Suite Alexis Michaelovitch Abaza and Privy Councillor Nicholas Gabrielovitch Matunin, by power of attorney declared in the office of St. Petersburg Notary Zabelsky the 30th June 1906, No 6144, residing: Mr. Smith, - in Admiralty district,

Copy of copy.

St. Petersburg, 7th July 1906. We, the undersigned, the Russian Timber Industrial Association in the Far East in the persons of the sole proprietors of all the rights and all the property of this Association, Rear-Admiral of His Imperial Majesty's Suite Alexis Michaelovitch Abaza and Privy Councillor Nicholas Gabrielovitch Matunin on the one part, and on the other part Citizen of the United States of America, William Edward Smith, personally for himself, have concluded the present agreement to the following effect:-

To the Russian Timber Industrial Association in the Far East, (called in some documents "The Korean Timber Company", or "The Russian Timber Industrial Mining Industrial Association in the Far East", or "The Timber Industrial Association") belongs in China the concession to the Fushun Coal Mines, in the locality of Tsien-shan-tai, in the Fushun district, this concession being without time limit and granted by the Governor (Dzyan-Dzyun) of the Shen-king province to the "Fushun Coal Company", the 8th day of the 7th moon of the 27th year of the reign of the Emperor Guan-Sui;- with which mines are stones and frame houses, buildings, factory equipments, shafts, steam engines, factory buildings and materials according to a special list, under which concession on

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the strength of a contract made March 12th 1903 bearing H9377, before the Secretary of the Port Author Circuit Court, acting as Notary, there belongs to Colonel Jacob Feodrovitch Rubinoff, to Merchant of Khabarovsk Tifontai and to their associations the right of participation in the business and in its profits to the extent of one-fifth part for them all together.

The Russian Timber Industrial Association in the Far East has sold to all its rights to four fifth parts of the hereinabove-named concession without time limit to the Fushun Coal Mines, with all their moveable and immoveable property, no matter what the same consist of, to Mr. William Edward Smith for two Million (2,000,000) roubles.

I, Smith, take upon myself all rights under this concession belonging to the Russian Timber Industrial Association in the Far East and now becomes my property, and bind myself to fulfil exactly all the obligations set forth in all the agreements, acts, and documents, relating to this concession and designated in the list attached to this agreement and signed by the parties thereto. Nevertheless I, Smith, do not take upon myself any responsibility toward the creditors of the Russian Timber

7)

July 3rd 1906. Register №6222. Acting Notary V. Bystro-
oumoff. (L.S.)

I, the undersigned, certify that this is a true
copy of the former copy presented to me, Vassili Afri-
canovitch Bystooumoff, acting as Deputy Notary for St.
Petersburg Notary Julian Ossipovitch Zabielsky, in his
office, Admiralty District, Nevsky Prospect №7, by the
afore-mentionned Mr Starck. In comparing this copy with
the former copy, in the latter there were found no era-
sures, additions, crossed out words or other peculiari-
ties. The foregoing copy has been taxed one rouble 25
cp. Stamp Duty. 1906, July 29th. Register №7039. In
this copy there have been corrected: "name" and "Justin".

Acting Notary V.A. Bystooumoff.
(L.S.).

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第三号

A G R E E M E N T
SALE OF FUSHUN COAL MINES BY THE RUSSIAN
TIMBER INDUSTRIAL ASSOCIATION IN THE FAR
EAST TO W.E. SMITH.

(7th July 1906).

5)

subscribed their signatures Retired Colonel Jacob Feodorovitch Rubioff; Merchant of the First Guild of Khabarovsk Tifontai; Lieutenant-Colonel of the General Staff Alexander Semeonovitch Madritoff. The twelfth March nineteen hundred and three this contract was declared before me, Justin Feodorovitch Chernodubraffsky, Secretary of the Port Arthur District Court acting as Notary, in the Chancellery of the District Court by Retired Colonel Jacob Feodorovitch Rubioff, Merchant of the First Guild of Khabarovsk Tifontai and Lieutenant-Colonel of the General Staff Alexander Semeonovitch Madritoff residing in the town of Port Arthur, personally known to me and possessing legal capacity to execute acts. In addition, I, acting as Notary, certify that this contract was signed in their own hands in my presence by Messrs Rubioff, Tifontai and Madritoff to whom article 137 of the notarial Statutes was declared. A fee moreover of two hundred roubles was taken in favour of the town. Register №377. In this certificate there has been crossed out: "eleventh" and superscribed "twelfth".

July 30th 1903. I, the undersigned have made this inscription to the effect that all the rights and obligations under the present contract are transferred by me to the ownership of the Russian Timber Industrial Association in the Far East. Lieutenant Colonel of the General Staff

6)

Alexander Semeonovitch Madritoff.

I, the undersigned, certify that the above signature was made in the presence of me, Michael Alexandrovitch Suslennikoff, acting for St. Petersburg Notary Peter Michailovitch Artsibusheff, in his office, situated Moscow district, Nevsky Prospect №61, by the personally known to me Lieutenant-Colonel of the General Staff Alexander Semeonovitch Madritoff, residing in the Moscow district, Nevsky Prospect No. 51, July 30th 1903, Register №3705. Deputy Notary M. Suslehnikoff.

I, the undersigned, certify ~~that~~ this to be a true copy of the original presented to me, Vassili Africano-vitch Bystrooumoff, acting Deputy Notary for St. Petersburg Notary Julian Ossipovitch Zabielsky, in his office - Admiralty District, Nevsky Prospect №7, by Lieutenant Colonel Nicolas Nicolaievitch Starck, residing in Petersburg District, Great Prospect №49. In comparing this copy with the original there were found in the latter no erasures, additions, crossed out words, or other peculiarities, except, as stated, and in this copy there has been written in: "which", and corrected "Chernodubraffsky" and "Chernodubraffsky". Stamp duty has been paid on the original in the sum of two hundred and twenty roubles.

3)

the former Fushun Coal Company by the withholding from them of the whole of the net profit pro rata due them; and c) in proportion to their share of participation in the business, reserves to them one fifth part, or 20 %, of the net profit of this undertaking. 3.- The title "The Fushun Coal Company" does not change with the transfer of the mines to new owners. 4.- To Lieutenant-Colonel Madritoff is reserved the right to transfer the Fushun mines to a new proprietor, but with the condition that the rights stipulated for by the present agreement for the owners of the Fushun shares retain their forces with the transference of the business to the new proprietor and that actual participation in the undertaking, proportionally to the number of shares they own, be reserved to the owners of such shares. 5.- If for any reasons whatever Lieutenant-Colonel Madritoff or his successors shall have ceased coal winning and shall not have renewed the winning during a period of three years, then the whole of the locality ceded by the present agreement for the working of coal and minerals, with the whole of the buildings and the equipments situated thereon, again becomes transferred gratis to the owners of the original shares of the Fushun Company. 6.- To Colonel Rubinfoff or Merchant Tifontai is reserved the right to inform themselves and to receive information regarding the situ-

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ation of the present undertaking. 7.- In case of intention of the owners of shares of the former Fushun Company to hand over such shares to other persons, these shares must be first offered to remaining partners of the present business. When, however, the partners shall have declined to acquire the shares, these shares may be transferred by the owners of them, - if Russian subjects only to like Russian subjects, if Chinese subjects hold the shares, to Russian and (or) Chinese subjects. 8.- The rights of owners of shares in the Fushun Coal Company stipulated by the present agreement are transferred to their successors. 9.- If any debts or obligations whatever be found on the Fushun Coal Company incurred during the period when the mines were under the direct administration of the said Company and prior to their transfer to Lieutenant-Colonel Madritoff, then Lieutenant-Colonel Madritoff, as likewise his successors, are liberated from the payment of such debts and from the fulfilment of such obligations, and the obligation to pay the debts^{ts} and fulfil the obligations is taken upon themselves by the owners of shares of the former Fushun Coal Company. 10.- This contract to be held by both parties sacred and inviolable; Lieutenant-Colonel Madritoff or his successors^{ts} to hold the original contract, while certified copies of it are to be given to Colonel Rubinfoff and the Merchant of the First Guild Tifontai. To this contract

Copy of Copy.

March 1st 1903. We, the undersigned, Retired Colonel Jacob Feodorovitch Rubinoﬀ and Merchant of Khabarovsk of the First Guild Tifontai, have concluded the present agreement with Lieutenant-Colonel Alexander Semeonovitch Madritoff in the following: 1.- On the eighth day of the seventh moon of the twenty-seventh year of the reign of Emperor Guan-Sui the officials Vun-Shou and Yan-Djee-Lo were allowed, with the permission of the Peking Government, by the Dzyan-Dzyun of the Sheng-King province Tsen, to collect capital among the merchants and proceed to work the beds of coal, for an unlimited period, in the locality Tsien-shan-tai, of the Fushun district, to the east of a small river, running from south to north to the limit of the frontier and towards the south and towards the north as far as the coal extends within the confines of the said district, of which notice was published by the Dzyan-Dzyun on the eighth day of the eighth moon of the twenty-seventh year of the reign of Emperor Guan-Sui to the inhabitants of the Sheng-King province. The stock Company which was formed for the said purpose, consisting of ten persons, adopted, with the permission of the Dzyan-Dzyun on the 1st day of the 11th moon of the said 27th year - by the Russian Calendar November 28th 1901 - the title of the "Fushun Coal Company", after electing, as manager of the same, Retired Colonel Jacob

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Feodorovitch Rubinoﬀ, and, as his assistant, the merchant of Khabarovsk of the First Guild Tifontai. The rights now acquired by the Company to work the coal and minerals throughout the whole of the said locality, and also all equipments in the said locality situated, and belonging to the Fushun Coal Company, with the whole stock and effects possessed are transferred, in accordance with the resolution of the members of the Company passed by a majority of votes on the 22nd February of this year, through Messrs Rubinoﬀ and Tifontai, by the said resolution empowered, to Lieutenant-Colonel Alexander Semeonovitch Madritoff. 2.- In return for this, Lieutenant-Colonel Madritoff: a) pays through Messrs Rubinoﬀ and Tifontai to the participants in the Fushun Coal Company, who taken all together hold in this business fifty shares, fifty thousand roubles in one payment on concluding this contract, in reimbursement of the expenses incurred by them in acquiring and equipping the Fushun mines; b) reserves to the owners of the shares of the former Fushun Coal Company participation in the working of the coal and other minerals in the said locality to the extent of one fifth portion of the capital expended on the equipment of the whole business and on its exploitation, as well as on all the acquisitions and equipments connected with this business, not excluding, too, a railway branch line to the mines, with the condition that the stipulated fifth part be redeemed by the owners of the shares of

Add. No 6

Mr Alexandre Madritoff, Lieutenant-Colonel of General Staff.

Dear Sir,

Sending you herewith a copy of the Resolution of the Partners of the Fushun Coal Company dated February 22nd, I beg to inform you that the Partners who signed the Resolution hold the following number of shares in the total fifty (50):-

I (23) twenty three, Tifontai - (8) eight and Pavloffsky (3) three, in all thirty four (34), and that on the basis of § 5 of the Company's Agreement all questions are decided by majority of vote, each share conveying one vote, hence the decision regarding the transfer of the mines is perfectly legal. Of the original Chinese Partners, only one Goun-tszee-tan remains, owning five (5) shares; ^{the remaining partners have sold their shares to other parties;} the officials Vun-Shou and 卞 Yan-Djee-Lo, who were first to obtain the concession sold all their shares to Tifontai and myself.

Yours truly, J. Rubinoff, Retired Colonel
February 24th 1903. Port Arthur.

This is a true copy of the original. N. Stark.

7月 第三号

DETAILED INCEPTION OF
FUSHUN COAL MINING CONCESSION, ITS TRANSFORMATION
(28/11/01) INTO THE FUSHUN COAL COMPANY, THE FUSHUN COAL
COMPANY'S SALE AS TO FOUR-FIFTHS (4/5) TO MADRITOFF
(1/3/03) AND MADRITOFF'S TRANSFER OF ALL HIS RIGHTS
TO SAID FOUR-FIFTHS TO RUSSIAN TIMBER INDUSTRIAL ASSO-
CIATION IN THE FAR EAST.

(30 July, 1903)

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Colonel Jacob Rubinoff, residing at Port Auther. In comparing this copy with the original no corrections, additions, crossed out words, etc., were discovered in the same. February 22nd 1903. №249. Deputy Notary Chernodubraffsky. This is a true copy of the copy.
N. Stark.
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LETTER FROM RUBINOFF TO MADRITOFF
ATTESTING LEGAL VIRES OF RUBINOFF AND TIFONTAI,
COMPETENT THERETO, IN TERMS OF RESOLUTION №4
ABOVE, TO SELL OUT TO NEW OWNER (MADRITOFF).

(24th February 1903).

1-1947

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5 第 三 号

RESOLUTION NO 4 OF THE FUSHUN COAL CO.
IN THE PRESENCE OF MESSRS RUBINOFF, TIFONTAI
& PAVLOFFSKY LEGALLY COMPETENT THERETO, TO
SELL OUT TO A NEW COMPANY & RETAIN ONLY ONE-
FIFTH (1/5) INTEREST. (22nd ^{February} ~~January~~ 1903).

Add. No 5.

Resolution No 4, February 22nd 1903.

This day were present at Meeting: ~~Mess~~ Manager and
Partner of Fushun Coal Company, Jacob Rubinoff and Part-
ners: Khabaroffsk Merchant Tifontai and Henry Pavloffsky,
who decided, to transfer the working of the Fushun Mines
to a new Company for a sum of 50,000 roubles down and
participation in the new Company, under rights of owner-
ship to at least 20% of the capital subscribed or invest-
ed by the new shareholders for the equipment of the
coal business and any purchase connected with this busi-
ness. To enter into agreement we authorize Retired Colo-
nel Rubinoff and Khabaroffsk Merchant Tifontai. Manager
of Company J. Rubinoff, retired Colonel. Khabaroffsk
Merchant Tifontai. Retired Staff Captain Pavloffsk.
I, Chief of Police at Dalny, ^{E.} ~~S.~~ Menshoff, hereby
certify that the signatures of J. Rubinoff, Retired
Colonel, Khabaroffsk Merchant Tifontai and Staff Captain
Pavloffsky were made in my presence by Retired Colonel
Jacob Rubinoff, Khabaroffsk Merchant Tifontai and Retired
Staff Captain Henry Pavloffsky. Dalny. February 22nd
1903. No 1262. Chief of Police E. Menshoff.

I, the undersigned, certify this to be a true copy
of the original presented to me, Justin Chernodubraffsky,
Secretary of the Circuit Court of Port Arthur, by Retired

(3)

one failing to appear at a General Meeting and not having sent a Deputy, shall be considered to have agreed with the ~~the~~ majority at the meeting. All questions at General Meetings shall be decided ~~by~~ by Majority of vote, each share to convey one vote.

6) The General Meeting shall: a) examine and audit the Yearly statement; b) authorize the issue of new shares for increasing the capital of the Company; c) organize the ~~the~~ Reserve Fund and approve the method of its expenditure; d) ~~de~~ determine the profit to be allotted to each share; e) discuss large ~~expenditures~~ expenditures for various buildings; f) decide various unforeseen questions.

7) The resolutions of ~~the~~ the General Meeting shall be entered into a book, signed by all present at the meeting, and such resolutions shall have the force of an agreement.

8) A partner's rights upon his death shall be transferred to his heirs.

9) The original agreement to be filed at the Chief Office or by the Manager, each partner to receive a copy.

10) This agreement shall be sacredly observed by all and shall be kept inviolable.

II) Should the Manager or partners of the Company, or other parties, including officials effect any embezzlement or injury to the Company, the General Meeting may suspend such parties from office.

(4)

December 1st 1901. Mukden. Original signed: Retired Colonel J. Rubinoff, Vun-Shou, Yan-Djee-Lo, Gountzee-tan, Tifontai, Chou-khua-dun, Chjao-tsze-syu, Khe-tsze-yan, Go-khjen-yan, Yui-chsen-tsu.

The signatures of Retired Colonel Rubinoff and Chinamen ^{y Chjao-tsze-syu, Chou-} Yui-chsen-syu, Go-khjen-yan, Khe-tsze-tan, ^{Chou-} Yan-dzee-Lo, and ^{Chou-} Vun-shou are certified by signature and Government seal.

December 21st 1901, Mukden. Signed. For ~~the~~ Temporary Chief of Police of Mukden, Commandant of Brigade, - Captaine Gaganidze. This is ~~a~~ true copy of the original. N. Starok

Add No. 4.

copy of copy.

We, the undersigned, partners of the Fushun Coal Company Russian retired Colonel Rubinooff, Khabaroffsk merchant Tifontai and chinese subjects: Goun-tzee-tan, Vun-Shou, Yan- Djee- Lo, Chou-kh~~h~~ua-dun, Ohjao-tzee-syu, Khe-tzee- Yan, Go-kh~~h~~jen-yan, Yui-chen-tsu, as per mutual arrangement have entered into the following agreement:

I) Have elected Rubinooff Chief Manager of the Company and for ~~this~~ reason have authorized him: to appoint localities and choose methods of work, to engage mining engineers, employees and labourers with salaries as appointed by him, to purchase necessary plant, tools and everything ~~for~~ required for the work; to order the construction of buildings, to repair ~~the~~ existing and construct new roads for carriage of the coal, to organize coal warehouses and the sale of coal, to enter into agreements with institutions, companies and parties for the supply of coal and everything purchased by the company, to receive credits for any amount, which is guaranteed by the coal mines, property and the capital of the Company, and in general to ~~manage~~ the business ^{as} an independent owner. Tifontai and Chou- Khua- Dun are appointed Rubinooff's assistants. In case of ~~the~~ Rubinooff's absence, he is replaced by Tifontai and the latter is replaced by Chou- Khua- dun, to which effect he shall be

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authorized by Rubinooff. To defend the rights and interests of the Company Rubinooff is authorized in the Daysin and Russian states to plead under laws of these Empires as plenipotentiary attorney and representative of the Company.

2) No partner, unless authorized by the manager, shall interfere in the business of the company, neither shall he effect any expence at the Company's cost. Should any one of the partners execute any duties in the Company and during same should embezzle or cause any injury to the Company, he shall be responsible by all his shares and property.

3) ~~the~~ Funds realized from sales shall be kept at banks and spent only on Company business.

4) A Chief Office shall be organized for the accounts with branches where necessary. At the expiration of each year, considering such ~~from~~ ^{to April 15th} April 15th of the next year, the Chief Office shall draw up a statement, which must be completed within one month, i. e. by May 15th. Each partner may demand a copy of the statement or an extract of the same.

5) The partners in the business shall hold meetings at least once a year in the town where the Chief Office is ~~to~~ located, such time being advised by the Manager at least one fortnight before the appointed time. Any partner may ~~be~~ authorize another person to be present in his place at the ~~the~~ meeting, issuing a power of attorney for such purpose. Any

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of each share is 1,000 lahnsilver. One share is issued in certification of the payment of 1,000 lahns. Each shareholder is to possess one small account-book (receipt). The rights of the partners are specified in a separate agreement.

4月
第三
二
号

ELECTION BY FUSHUN COAL COMPANY

OF RUBINOFF

AS CHIEF MANAGER AND PLENIPOTENTIARY, OF TIFONTAI AS
ASSISTANT MANAGER AND VICE-PLENIPOTENTIARY OF THE
FUSHUN COAL COMPANY AND CONFIRMATION OF THE COMPANY'S
BYE-LAWS. (1st December 1903).

1-1947

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them and presented.

Upon investigation it turns out that the said officials, (^apartners) have paid in full the donation of 10,000 roubles each, hence they should be permitted to commence preliminary working.

Besides the report submitted to the Foundatoun of Sintzin and orders issued to the Posts on the Chen-desyan Fushun road to afford assistance and protection, likewise a Notice issued for public information, it is necessaru to issue an Order:

Hence it is ordered that the said officials (partners) shall immediately in accordance with the Order and in due manner commence operations; fields, ^agrdens, orchards, houses and ^agrae-yards belonging to the polpulation shall be passed around or purchased for cash, no violent possession or destruction being permitted, ^{as giving rise to riots, as soon as the survey is completed,} each to work his own mines, without encroaching on one another's ground, as giving cause to dissatisfaction.

As the business relates to the working of taxable mineral deposits it is necessary to make the distribution without delay, and to submit an Imperial Report and to issue due orders.

The said officials (partners) shall on one part act in regular manner, and on the other shall compile Sta-

(3)

tutes and report the date and commencement of collecting taxes with a view to submitting an Imperial Report and issue of Orders, ^{he} likewise shall convey information of the date of commencement ^{ing} work.

The present Order is issued to: Candidate for Post of District Chief Vun-Shou and Candidate for Post ~~of~~ ² Assistant Chief of Independent (of District) Section Yan-Djee-Lo.

7th day of VIII moon in 27th year of the reign of Guan-Sui.

Translated by: College Registrar Gomboyeff. March 10th 1903.

This is a correct translation of the original. N. Stark.
This is a true copy of a copy from the Chinese translation. N. Stark.

These shares are issued by the Fushun Coal Company organized with Imperial sanction. This Company has made a donation of 10,000 lahns silver towards the ^amiante-nance of the Chinese troupes in the Province of Mukden, after which the Dzyan-Dzyun Tsen ^hhaving received authority from Peking, issued permission to this Company to work in the locality of Tsien-shan-tai to the east of the small river running from south to north; the ^avalue

1-1947

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R E C E I P T

December 17th 1904. St.Petersburg.

The original Chinese Order of the Mukden Dzyan-Dzyun to the Officials Vun-Shou and Yan-Djee-Lo to commence working the Fushun Coal mines and the Notice of the Dzyan-Dzyun relative to permission for the said officials to work, I have received to present in case of necessity to the Chinese or Russian authorities in the case of the return of the disputed claim. Retired Colonel ^{Jacob} Rubinoff.

Add. No 1

Copy of translation from
the Chinese.

Vun-Shou Order
Yan-Djee-Lo date.

9th day of VIII moon of 27th year of the reign of
Guan-Sui by Imperial order to Mukden Dzyan-Dzyun, etc.,-
Tsen.

O R D E R .

In consequence of memoranda submitted at various times by Candidate for Post of District Chief Vun-Shou, Candidate for Post of Assistant Chief of the Independent (of District) Section Yan-Djee-Lo and Candidate for Post of Expeditur in District Board Van-Chen-yao for permission to collect funds and to commence prospecting coal mines in the Tsien-shan-tai region, and in consequence of their donation of 10,000 lahns silver each for office expenses - official were sent with the above for the speedy arrival on the spot and determination of the boundaries. The officials Lu-chen-chao, Tsun-sian and Chen-day reported that the boundary was determined at a small river running south-north in this locality, east of which are the workings of Vun-Shou and others and west of Van-Chen-yao, with which the above fully agreed, as evident from affidavits taken by the officials from

1-1947

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ORDER (IMPERIAL)
ISSUED THROUGH MUKDEN DZYAN-DZYUN TO VUN-SHOU AND
YAN-DJEE-LO ENJOYING IMMEDIATE INITIATION OF WORKING
OPERATIONS IN FUSHUN COAL FIELD. (Sept. 9th 1901).

AND RECEIPT
FOR ORIGINAL DOCUMENTS, i.e. ORDER
OF MUKDEN DZYAN-DZYUN TO COMMENCE
WORK AND HIS NOTICE REGARDING PER-
MISSION TO WORK, ISSUED TO COLONEL
RUBINOFF.

December 17th 1904.

August 1st 1906
St. Petersburg.

W.E. Smith, Esq.,

Dear Sir,

To the letter of mine of ³1st July which I sent
you, I appended: the Order and Notice of the Mukden
Dzyan-Dzyun relating to the Fushun mines, copies from
the Russian Translation of the said Chinese documents
(add. No 1 and No 2). The Chinese originals of these docu-
ments were issued on December 17th 1904 against receipt
of retired Colonel Rubinoff, to be presented in case of
necessity to Russian or Chinese authorities in the ques-
tion of returning a disputed claim located west of the
river Yambaipu, which serves as the division line between
the Fushun mines and the neighbouring coal mines "Khua-
Syn-Lee".

The receipt issued by Colonel Rubinoff I send you
herewith, and request you to inform me of the arrival
of the same.

Yours truly,
(sgd) N. Stark.

1-1947

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Translated by interpreter graphologist Gomboyeff.
March 9th 1903.

This is a true translation from the original N.
Stark.

One thousand nine hundred and six June 30th, I, Official of the Ministry for Foreign Affairs commissioned to Kharbin, hereby certify the authenticity of the present translation from the Chinese original presented to me in person by retired Colonel Jacob Feodorovitch Rubinoff, to me known; in favour of the State revenue under par.XI of the Con-Tariff Dues three roubles have been paid. Receipt №3/06 №252. Official of the Ministry for Foreign Affairs commissioned to Kharbin - Ussaty.

One thousand nine hundred and six June 23rd, I, Official of the Ministry for Foreign Affairs commissioned to Kharbin, hereby testify that the present copy has been made word for word from the original presented to me in person by retired Colonel Jacob Feodorovitch Rubihoff, to me known.

In favour of the State revenue under par X of the Con-Tariff Dues one rouble 50 cop. has been paid.
Receipt №3/06 №254.

Official of the Ministry for Foreign Affairs commissioned to Kharbin Ussaty. (L.S.)

I, the undersigned, certify that this is a true copy of the former copy presented to me Vassili Africa-

(4)

novitch Bystrooumoff acting for St.Petersburg Notary Julian Ossipovitch Zam^Bielsky in his office, Admiralty District, Nevsky Prospect №7, by Citizen of the States of North America, Vassili Samoilovitch (William Edward) Smith, residing, Admiralty District, Moika Embankment, №81. In comparing this copy with the former copy no erasures, additions, crossed out words or other peculiarities were found. 14th April 1907. Register №3929.

Acting Notary V.A. Bystrooumoff.

(L.S.)

Add. No 2

Copy of Copy of translation.
(From Chinese).

By Imperial order of the Dzyan-Dzyun of Mukden, the Manager of War and Criminal Ministries, likewise of Affairs of Mukden City, Minister for War, Junior Censor of Censor Court, Chief Manager of Military Affairs in standard and national localities of Mukden Province, likewise of Commissariat Affairs, reduced two grades but left in office and (then) dismissed with permission temporarily to remain^{ac} in office - Tsen.

Notice.

In consequence of Memoranda submitted at various times by Vun-Shou, Candidate for Post of District Chief, Candidate for Post of Assistant Chief of the Independent (of District) Section Yan-Djee-Lo and Candidate for the Post of Expeditour in District Board Van-Chen-Yao for permission to open coal mines in the Tsien-Shan-tai locality, officials were commissioned to survey the locality and determined the boundaries. Submitting the signed affidavits the said officials reported that as the boundary there had been fixed a small local stream running south north, eastward of which Vun-Shou and others would carry on work, and westward - Van-Chen-yao. Besides the instructions given to the said merchants regarding the working in proper manner and to the Posts located along

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the Chen-de-syan-Fushun road to superintend and in due time to render protection, and besides the most loyal report, - it is necessary to issue the notice for information.

Hence the permanent population and men of all ^{la} ~~cals-~~ses in the neighbouring locality are made acquainted with the following for general information:-

With the commencement of mining business new sources of revenue would be discovered and this at the present time is exceedingly important. Thus you, inhabitants, must neither hinder the business nor keep the same in your hands, nor cause disturbances without reason. Should any ^a ~~r~~scals be found, who, having confederated, shall render any opposition to the prospectings, such rascals must be caught to a man by the local authority and punished severely. The said commercial men must strictly ^{see} ~~are~~ to it that the labourers carry on barter justly without permitting violence and disorders. Should such things occur, you may apply with complaints to the proper local authorities and the guilty shall be punished without mercy.

^{ed}
Publishing for general information.

8th day of the VIII moon in the 27th year of the reign of Guan-Sui..

1-1947

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commissioned to Kharbin P. Ussaty. L.S.

I the undersigned certify that this is a true copy of the original presented to me, Vassili Affricanovitch Bystroumoff, acting for St. Petersburg Notary Julian Ossipovitch Zabielsky, in his office, Admiralty District, Nevsky Prospect No. 7 by Citizen of the States of North America, Vassili Samoillovitch (William Edward) Smith, residing Admiralty District Moika Embankment ~~№ 81~~ No. 81. IN comparing this copy with the original ~~no~~ corrections additions, crossed out words or other ~~peculiarities~~ peculiarities were found; In this copy there has been corrected "fourteen" "No. 14" 1907 April ~~14~~ 14th. Register No. 3945.

Acting Notary V.A. BYSTROUMOFF.

(L.S.)

2 F.
第三十号

PUBLIC NOTIFICATION
ISSUED THROUGHOUT LOCALITY BY MUKDEN DZYAN-DZYUN RE .
INITIATION OF WORK AT FUSHUN MINES .

8th September 1901.

1-1947

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The drawing up of regulations and the solution of questions relating to the company are delegates to persons ~~of~~ elected by the company from ~~its~~ its own members

Respecting the acceptance of a Russian partner and extension of the business due notice is given to the Mukden Dzyan- Dzyan Tsen and Fou-inu for information.

The business relates to the company. Now it has been discussed and an agreement in writing drawn up in 14 copies with inscription of the name and surname of each partner and with the signature of each appended.

The present agreement was submitted to the Mukden Dzyan-Dzyun Tsen and was left at the ~~Board~~ Board to be filed, and, independent of this, consequent on the execution of the agreement one copy is issued to each ~~partner~~ partner as a deed.

(The signatures follow)

1st day of the XI moon in the 27th year of the reign of ~~the~~ Guan-Sui.

Of this agreement 14 ~~of~~ copies were written numbered from No.1 to No.14 inclusive.

No.1 is preserved in the archives of the Chancellery of the Dzyan-Dzyun, Governor General.

No.2 at the Diplomatic Office.

No. 3 at the Office of the War Commissary, resident in Mukden.

No. 4 at the Office of the Commissary of the Ministry

for Foreign Affaires, and

No. 5 - 14 are held by the partners, one copy by each.

The present No. 13 (number thirteen) is to be issued to Jacob Rubinooff for preservation as a deed.

Translated: Interpreter College Registrar Gomboyeff, February 24th 1903.

This is a true translation from the original. N. Starok.

One thousand nine hundred and six May the 23rd, I.

Official of the Ministry for Foreign Affaires in Kharbin hereby attest the authenticity of the present translation from the Chinese ~~of~~ original, presented to me personally by retired Colonel Jacob Feodorevitch Rubinooff, to me known.

Tax three roubles, receipt no. ^{3/00 No.} 189, in favour of State under par. 2 of Con. Tariff Dues.

Official of the Ministry for Foreign ~~Affaires~~ Affairs commissioned to Kharbin P. Ussaty.

One thousand nine hundred and six June 30th, I, Official of the Ministry for Foreign Affairs, commissioned to Kharbin, hereby certify that the present copy has been copied word for word from the original presented to me by the personally known to me Jacob Feodorovitch Rubinooff, retired Colonel; in comparing the copy with the original no corrections, erasures or other features of note were found. In favour of The State revenue, under par. 10 of the Con.-Tariff Dues ~~of~~ one rouble 50 cop., paper, has been paid. Receipt No. 5/06- No.255. Official of the Ministry for Foreign Affaires

ten thousand lahns of voluntary donation. The Mukden Dzyan-Dzyun Tsen superscribed on the memorandum a resolution authorizing a commencement of operations, and the voluntary donation of ten thousand (10,000) lahns of silver were, upon verification, accepted. . Besides this we were vouchsafed a most loyal report, presented by the Mukden Dzyan-Dzyun Tsen and Fouin-yen Youi jointly, and likewise an order to despatch officials for thorough survey and exact demarkation of the boundaries. There was fixed as the boundary ~~####~~ a small river in (the locality) Yambaypu running north-south. In the region west of this Van-Chen-yao is working, and to the east, ~~Vun-Shou~~ and Yan-Djee-Lo.

The taxes shall be paid in Eastern currency (local Manchurian) at the rate of 5 dyao per hundred, and besides this a weight duty shall be paid (for weighing machine) at the rate of 2 dyaos in Eastern (local Manchurian) currency.

Simultaneously a company is formed, with, as partners, merchants: Tsee-fen-tai, Chou-khu-dun, Ohjao-tsze-syu, Khe-tsze-yan, Go-khjen-yan & Yui-ohsen-tsu, who together with Vun-shou and Yan-Djee-Lo, to the number of eight persons subscribed a capital of twenty-three (23) thousand lahns and made a statement concerning the commencement of work.

At present in consequence of the discovery of rich beds,

a desire has arisen to increase the business in order to increase the State taxes and to increase ~~the~~ the sources of revenue. At present a desire to join the company has been expressed by Gountzee-tan/ with five (5) thousand lahns silver and Russian retired Colonel Jacob Rubinoff, well acquainted with mining business, with seventeen (17,000) thousand lahns silver. These moneys with the already collected capital of 23,000 lahns will form forty five thousand (45,000) lahns, which henceforward will be considered the capital. The capital is divided into 45 shares (forty five); each ~~share~~ share ~~shall~~ shall be for (1,000) one thousand lahns, one certificate being issued for each share. Total forty five share certificate. At a general meeting it was decided to authorize them to enter into partnership, because this, as evident from investigation, is likewise in accordance with mining ~~regulations~~ regulations.

The partners may sell their shares, but at such sale it is necessary to inscribe on the share the names and surnames of securities and witnesses and to append ~~the~~ Signatures. In order to avoid the necessity of effecting modifications Vun-Shou and Yan-Djee-Lo, as founders of the company, are prohibited from selling their shares to outsiders and may sell the same only to their partners.

Upon preliminary deliberation the company is named ^d "The Fushun Coal Company".

INITIAL MEETING
ARTICLES OF THE ASSOCIATION AND ORGANIZATION OF THE
FUSHUN COAL COMPANY.

VUN- SHOU
YAN-DJEE-LO
COLONEL RUBINOFF
& Others.

7TH September 1901.

Add. No. 3.

Copy of translation.

No. 13.

A g r e e m e n t .

Wearer of the peacock feather and titled Assistant
District Chief, Candidate for ~~post of~~ Post of Section
Chief: Vun -Shou;

Candidate for Post of Assistant Chief of the independent
(independent of district) Section: Yan-Djee-Lo;

Chinese partners:

Tsee-fen-tai,
Go-khjen-yan,
Chou-khus-dun,
Yui- chsen -tsu,
Chao-tsze-syu,
Khe- tsze-yan and
Goun-tsee-tan.

Russian partners:

Yagofou Lu-bin-no-~~fou~~.

On the 7th day of the 8th ~~month~~ moon of the 27th year of
the reign of Guan-Sui, Chinese, and September 7th 1901, by the
Russian calender, presented a memorandum regarding permission
to open coal mines in the localities Tsien-Shen-tai and
others in the Fushun region and upon submitting same deposited

вляющаго должность С.Петербургскаго Нотаріуса Юліана Осиповича За-
бѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту
№ 7, лично мнѣ извѣстны. Подполковникомъ Николаемъ Николаевичемъ
Старкъ, дѣйствующимъ по явленной въ конторѣ С.Петербургскаго Но-
таріуса Забѣльскаго 30 Іюня 1906 года за № 6146, довѣренности Оберъ-
Егермейстера Высочайшаго двора Ивана Петровича Балашева, какъ упол-
номоченнаго Свѣты Его Императорскаго Величества Контръ-Адмирала
Алексѣя Михайловича Абаза и Тайнаго Совѣтника Николая Гавріиловича
Матѣнина, довѣренностью, явленою въ конторѣ С.Петербургскаго Но-
таріуса Забѣльскаго 30 Іюня 1906 года, за № 6144, жительствовавшимъ
- Петербургской части, по Большому проспекту № 49. Іюля 25 дня 1906
года. По реестру № 6846. И.д. Нотаріуса В. Быстроумовъ. /И.П/.

Я, нижеподписавшійся, удостовѣряю вѣрность этой копіи съ подлинникомъ
ея, представленнымъ мнѣ, Василию Африкановичу Быстроумову, исправля-
ющему должность С.Петербургскаго Нотаріуса Юліана Осиповича Забѣльска-
го, въ конторѣ его - Адмиралтейской части, по Невскому проспекту
№ 7, вышепоименованнымъ г. Старкъ. При сличеніи мною этой копіи
съ подлинникомъ, въ послѣднемъ: почистокъ, приписокъ, зачеркнутыхъ
словъ и никакихъ особенностей не было. Подлинникъ оплоченъ гербо-
вымъ сборомъ въ одинъ рубль двадцать пять копѣекъ. 1906 года Іюля
25 дня. По реестру № 6848. И.д. Нотаріуса В. Быстроумовъ /И.П/.

Я, нижеподписавшійся, удостовѣряю вѣрность этой копіи съ пре-
дыдущей копіею, представленною мнѣ, Василию Африкановичу Быстроумову,
исправляющему должность С.Петербургскаго Нотаріуса Юліана Осиповича
Забѣльскаго, въ конторѣ его - Адмиралтейской части, по Невскому про-
спекту № 7, вышепоименованнымъ г. Старкъ. При сличеніи мною этой
копіи съ подлинникомъ, въ послѣднемъ: почистокъ, приписокъ, зачерк-

нутыхъ словъ и никакихъ особенностей не было, Предыдущая копія опло-
чена гербовымъ сборомъ въ одинъ рубль двадцать пять копѣекъ. Въ
сей копіи исправлено: "подпись", 1906 года Августа 12 дня. По реестру
№ 7439.-

И.д. Нотаріуса Быстроумовъ /И.П/.

Копія съ копій

1 руб. 25 коп.
С.П.В.Нотариусъ
12 Авг. 1906
Ю.И.Забѣльскій

Ст.Петербургъ. Тысяча девятьсотъ шестого года, Іюля двадцать четвертаго дня. Свиты Его Императорскаго Величества Контръ-Адмиралъ Алексѣй Михайловичъ Абаза и Тайный Совѣтникъ Николай Гавріиловичъ Матюнинъ, въ качествѣ бывшихъ единственныхъ собственниковъ всѣхъ правъ и всего имущества Русскаго Лѣсопромышленнаго Товарищества на Дальнемъ Востокѣ, выдали Гражданину Сѣверо-Американскихъ Соединенныхъ Штатовъ Вильяму Эдуарду Смитъ настоящаго удостовѣренія въ томъ, что проданное ему, Смиту, по четыремъ договорамъ, засвидѣтельствованнымъ у Ст. Петербургскаго Нотариуса Забѣльскаго 7 Іюля 1906 года, за №№ 6340, 6342, 6344 и 6346, все недвижимое и движимое имущество Русскаго Лѣсопромышленнаго Товарищества на Дальнемъ Востокѣ до сказанной продажи Смиту никому иному не продано, не заложено и долгами со стороны Товарищества не обременено. Равнымъ образомъ мы удостовѣряемъ, что проданныя нами г. Смиту концессіи и прочія права не утрачены вслѣдствіе неуплаты какихъ

либо повинностей или пошлинъ. По довѣренности единственныхъ владѣльцовъ Русскаго Лѣсопромышленнаго Товарищества на Дальнемъ Востокѣ свиты Его Императорскаго Величества Контръ-Адмирала Алексѣя Михайловича Абаза и Тайнаго Совѣтника Николая Гавріиловича Матюнина Подполковникъ Николай Николаевичъ Старкъ. Погасительная надпись. Тысяча девятьсотъ шестого года Іюля двадцать пятаго дня, я, нижеподписавшійся, Василій Африкановичъ Быстроумовъ, исправляющій должность С. Петербургскаго Нотариуса Юліана Осиповича Забѣльскаго, имѣющаго контору Адмиральтѣйской части по Невскому проспекту № 7. По ходатайству повѣреннаго Свиты Его Императорскаго Величества Контръ-Адмирала Алексѣя Михайловича Абаза и Тайнаго Совѣтника Николая Гавріиловича Матюнина - Подполковника Николая Николаевича Старкъ, жительствоющаго Петербургской части, по Большому проспекту № 49, симъ увѣдъ удостовѣряю, что учинена сія погасительная надпись въ слѣдующемъ: настоящее удостовѣреніе оплачено гербовымъ сборомъ такъ: на него наклеена одна гербовая марка въ одинъ рубль двадцать пять копѣекъ, которая и погашена мною, и. д. Нотариуса, порядкомъ, указаннымъ въ §§ 67 и 70 инструкции о порядкѣ оплаты гербовымъ сборомъ. За сдѣланіе этой надписи взыскано 25 коп. По реестру № 6844. И.д. Нотариуса В. Быстроумовъ. /М.П./. Я, нижеподписавшійся, удостовѣряю, что вышезначающаяся на оборотѣ сего подпись сдѣлана собственноручно, въ присутствіи моемъ, Василій Африкановичъ Быстроумовъ, испра-

въ настоящемъ предварительномъ договорѣ. — Генераль-Адъютантъ Петръ Павловичъ Гессе. Оберъ-Церемоніймейстеръ Графъ Василій Александровичъ Гендриковъ. Полковникъ Ннязъ Феликсъ Феликсовичъ Юсуповъ. Графъ — Сумароковъ — Эльстонъ. Въ должности Шталмейстера Высочайшаго Двора Владиміръ Михайловичъ Вонлярлярскій. Полковникъ Михаилъ Аполлоновичъ Серебряковъ. — Я, нижеподписавшійся, Удостоверяю, что предстоящія подписи на этомъ документѣ сдѣланы въ присутствіи моемъ, Петра Михайловича Арцыбушева, С.-Петербургскаго Нотаріуса, внѣ конторы моей, находящейся по Невскому пр. № 61, извѣстными мнѣ лично: Генераль-Адъютантомъ Петромъ Павловичемъ Гессе, Оберъ-Церемоніймейстеромъ Графомъ Василіемъ Александровичемъ Гендриковымъ, Полковникомъ Княземъ Феликсомъ Феликсовичемъ Юсуповымъ Графомъ Сумароковымъ-Эльстонъ, въ должности Шталмейстера Высочайшаго Двора Владиміромъ Михайловичемъ Вонлярлярскимъ и Полковникомъ Серебряковымъ, ^{Михаиломъ Аполлоновичемъ} жительствовавшими: первый — Казанской части, по набережной рѣки Мойки № 18, второй — Спасской части, по Михайловской площади № 3, третій — Казанской части, по набережной рѣки Мойки № 94, четвертый Литейной части, по набережной рѣки Фонтанки № 22 и послѣдній той же части, по Французской набережной № 22, въ вышеуказаномъ мѣстѣ жительства перваго. 1905 года Марта 23 дня. По реестру № 1856. Нотаріусъ П. Арцыбушевъ. /М.П./.-

С.-Петербургъ. 1906 года Апрѣля 13 дня. По состоявшемуся между нами соглашенію срокъ сего договора продолженъ нами по первое Іюля тысяча девятьсотъ восьмого /1908/ года. Алексѣй Абаза. Николай Матюнинъ. Я, нижеподписавшійся, удостоверяю, что предстоящія подписи сдѣланы собственноручно въ присутствіи моемъ, Юліана Осиповича Забѣльскаго С.-Петербургскаго Нотаріуса, имѣющаго контору Адмирал-

тейской части, по Невскому проспекту № 7, лично мнѣ извѣстными: Свити Его Императорскаго Величества Контръ-Адмираломъ Алексѣемъ Михайловичемъ Абаза и Тайнымъ Совѣтникомъ Николаемъ Гавриловичемъ Матюнинымъ, — въ мѣстѣ жительства А. М. Абаза. — Васильевской части, по пятой линіи № 50, куда Я, Нотаріусъ, былъ приглашенъ. Мѣсто жительства Н. Г. Матюнина находится — Рождественской части, по Греческому проспекту № 23. — 13 Апрѣля 1906 года. По реестру № 3491. Нотаріусъ Ю. Забѣльскій /М.П./.-

Я, нижеподписавшійся; удостоверяю вѣрность этой копіи, съ подлинникомъ ея, представленнымъ мнѣ, Василію Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его — Адмиралтейской части, по Невскому проспекту № 7, подполковникомъ Николаемъ Николаевичемъ Старкѣ, жительствовавшимъ — Петербургской части, по Дольшому проспекту № 49. По сличеніи мною этой копіи съ подлинникомъ, въ послѣднемъ: почистокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей, кромѣ оговореннаго, не было, а въ этой копіи зачеркнуто отъ слова: "С.-Петербургъ...", до слова: ".....сдѣланы". 1906 года Іюля 29 дня. По реестру № 7013.

И.д. Нотаріуса В. Быстроумовъ. /М.П./.-

Съ этого документа засвидѣтельствована копія въ конторѣ С.-Петербургскаго Нотаріуса Забѣльскаго 1907 г. Мая 23 дня, по реестру № 4946 и выдана г-ну Смитъ.

Полковникомъ Гвардіи въ отставкѣ Владиміромъ Михайловичемъ Вонлярлярскимъ, Генераломъ отъ Кавалеріи Графомъ Алексѣемъ Павловичемъ Игнатьевымъ, Полковникомъ Кавалергарскаго Ея Величества Государыни Императрицы Маріи Феодоровны полка Михайломъ Аполлоновичемъ Серебряковымъ, Тайнымъ Совѣтникомъ Николаемъ ^{Гавриловичемъ} ~~Николаевичемъ~~ Матюнинымъ, Оберъ-Церемоніемейстеромъ Графомъ Василиемъ Александровичемъ Гендриковымъ, Княземъ Феликсомъ Феликсовичемъ Юсуповымъ Графомъ Сумароковымъ Эльстонъ и Генералъ-Адъютантомъ Петромъ Павловичемъ Гессе, жительствовавшими: 1-й Васильевской части, по 5-й линіи № 50, 2-й Литейной части, по Фонтанкѣ № 22, 3-й и 4-й той же части, по ^{по Греческому пр. № 23, 6-й Спасской части} французской ~~набережной~~ № 26 и 22, 5-й Рождественской части, по Михайловской площади № 3, 7-й и послѣдній, Казанской части, по набережной Мойки № 94 и 18 за сдѣланныя ими собственноручно. 1904 года Января 29 ⁹ дня. По реестру № 576. Исправлено "признаны". Нотариусъ П. Арцыбушевъ. /М.П./.-

1904-го года Декабря 31 дня, по состоявшемуся между нами соглашенію, дѣйствіе сего предварительнаго договора продолжено нами до 1-го Января 1906 года. Свиты Его Величества Контръ-Адмиралъ Алексѣй Михайловичъ Абаза. Полковникъ Князь Юсуповъ. Кавалергарскаго Ея Величества полка полковникъ Михаилъ Аполлоновичъ Серебряковъ. Оберъ-Церемоніемейстеръ Графъ Василій Александровичъ Гендриковъ. Генералъ-Адъютантъ Гессе. Въ д. Шталмайстера Высочайшаго Двора В. Вонлярлярскій. Тайный Совѣтникъ Н. Матюнинъ. Я, нижеподписавшійся, удостоверяю, что предстоящія подписи признаны въ присутствіи моемъ, И.д. С.Петербургскаго Аотариуса Петра Михайловича Арцыбушева, въ конторѣ его, Московской части, по Невскому проспекту № 61, лично мнѣ извѣстными: Свиты Его Величества Контръ-Адмираломъ Алексѣемъ Михайловичемъ Абаза, Полковникомъ Княземъ Феликсомъ Фелик-

совичемъ Юсуповымъ Графомъ Сумароковымъ Эльстонъ, Кавалергарскаго Ея Величества полка Полковникомъ Михайломъ Аполлоновичемъ Серебряковымъ, Оберъ-Церемоніемейстеромъ Графомъ Василиемъ Александровичемъ Гендриковымъ, Генералъ-Адъютантомъ Петромъ Павловичемъ Гессе, въ должности Шталмейстера Высочайшаго Двора Владиміромъ Михайловичемъ Вонлярлярскимъ и Тайнымъ Совѣтникомъ Николаемъ Гавриловичемъ Матюнинымъ, живущими: 1-й Васильевской части, по 5 линіи № 50, 2-й Казанской части, по набережной рѣки Мойки № 94, 3-й Литейной части, по французской набережной № 22, 4-й Спасской части, по Михайловской площади № 18, 5-й Казанской части, по набережной рѣки Мойки № 18, 6-й Литейной части, по Фонтанкѣ № 22, и послѣдній Рождественской части, по Греческому просп. № 23 - за сдѣланныя ими собственноручно. 1905 года Января 27 дня. По реестру № 566. И.д. Нотариуса М. Суслениковъ. /М.П./.-

С.-Петербургъ, 1906 года Апрѣля 13 дня. Продолженъ нами по первое Іюля тысяча девятьсотъ восьмого /1908/ года. Алексѣй Абаза. Николѣй Матюнинъ.- Я, нижеподписавшійся, удостоверяю, что предстоящія подписи сдѣланы/.

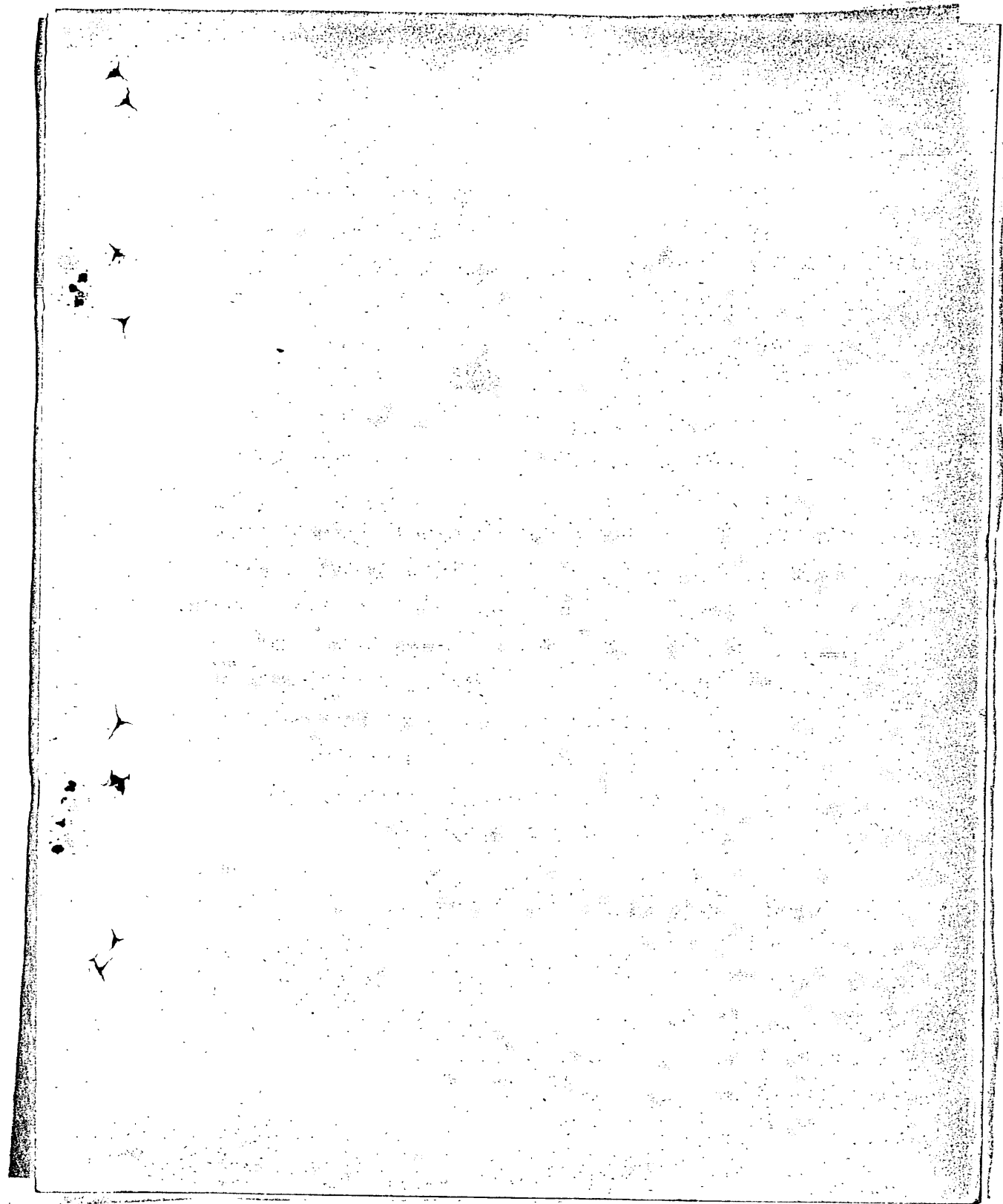
Тысяча девятьсотъ пятаго года Марта двадцать третьяго дня, мы нижеподписавшіеся симъ удостоверяю, что по нашему взаимному соглашенію вышли изъ состава настоящаго Товарищества, признаемъ дѣйствіе сего договора для насъ прекратившимся безъ всякихъ другъ къ другу претензій и представляемъ вмѣстѣ съ симъ Свиты Его Величества Контръ-Адмиралъ Алексѣй Михайловичу Абаза и Тайному Совѣтнику Николаю Гавриловичу Матюнину право пользованія фирмою "Русское Лѣсопромышленное Товарищество на Дальнемъ Востокѣ", а также право образованія Товарищества на основаніяхъ изложенныхъ

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С.Петербургъ. Тысяча девятьсотъ третьяго года Мая тридцать
перваго дня. Мы, нижеподписавшіеся; Генералъ отъ Кавалеріи Графъ
Алексій Павловичъ Игнатьевъ, Генералъ-Адъютантъ Петръ Павловичъ
Гессе, Оберъ-Церемоніймейстеръ Графъ Василій Александровичъ Ген-
дриковъ, Свиты Его Величества Контръ-Адмиралъ Алексій Михайловичъ
Абаза, Князь Филикъ Феликсовичъ Юсуповъ, Графъ Сумароковъ Эльстонъ,
полковникъ Гвардіи въ отставкѣ Владиміръ Михайловичъ Вонлярляр-
скій, Дѣйствительный Статскій Совѣтникъ Николай Гавріиловичъ Ма-
тюнинъ и Полковникъ Кавалергардскаго Ея Величества Императрицы
Маріи Феодоровны полка Михаилъ Аполлоновичъ Серебряковъ, составили
настоящій предварительный договоръ Товарищества на вѣрѣ, подъ
фирмою: "Русское Лѣсопромышленное Товарищество на Дальнемъ Востоѣ",
для эксплоатации въ предѣлахъ Манчжуріи, Корей и Приморской области
всякаго рода лѣсныхъ концессіи, рудныхъ богатствъ, рыбныхъ и звѣ-
риныхъ промысловъ, судоходства, торговли и другихъ всякаго рода
промышленныхъ и торговыхъ предпріятій. Основной капиталъ Товари-
щества имѣетъ быть опредѣленъ въ теченіе шести мѣсяцевъ и вносится
участниками Товарищества по мѣрѣ надобности. Одинъ изъ участниковъ,
по взаимному соглашенію, будетъ полнымъ товарищемъ, остальные -
вкладчиками, причемъ вкладчики отвѣчаютъ только своими вкладами и
никакой дальнѣйшей ни личной, ни имущественной отвѣтственности за
долги Товарищества, не несутъ. Порядокъ дѣйствій Товарищества, права
и обязанности товарищей, организація управленія, отчетность и весь
внутренній распорядокъ имѣетъ быть выработанъ по соглашенію всѣхъ
участниковъ и облеченъ въ установленную форму не далѣе шести мѣсяцевъ
со дня подписанія сего договора. До истеченія сего срока выше-
названные участники на всѣ дѣйствія, со всѣми правами и обязанностями,
какъ представителя товарищества, уполномочиваютъ Егермейстера

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части основного капитала собранного на разработку минеральных богатств въ провинціи Пин-ян-до въ Корей, удостовѣренная 20 Декабря 1902 года у Россійскаго Вице-Консула въ Чемульпо подъ № 43, и удостовѣреніе Матюнина о принадлежности правъ по этимъ двумъ подпискамъ Русскому Лѣсопромышленному Товариществу на Дальнемъ Востокѣ, засвидѣтельствованное у С.-Петербургскаго Нотаріуса Забѣльскаго 1 Іюля 1906 года за № 6177.

4/ Письмо на французскомъ языкѣ отъ 14/27 Ноября 1903 года Барона Гинцбурга на имя Н.Г. Матюнина. По довѣренности единственныхъ владѣльцевъ Русскаго Лѣсопромышленнаго Товарищества на Дальнемъ Востокѣ Свиты ЕГО ИМПЕРАТОРСКАГО ВЕЛИЧЕСТВА Контръ-Адмирала Алексѣя Михайловича Абаза и Тайнаго Совѣтника Николая Гавриловича Матюнина Подполковникъ Николай Николаевичъ Старкъ. Гражданинъ Сѣверо-Американскихъ ^{Соединенныхъ} Штатовъ Вильямъ-Эдуардъ Смитъ.- Я, нижеподписавшійся, удостовѣряю, что предстоящія подписки сдѣланы собственноручно въ присутствіи моемъ, Василия Африкановича Быстроумова, исправляющаго должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому пр. № 7, лично мнѣ извѣстными: Гражданиномъ ^{Сѣверо-Американскій} Соединенныхъ Штатовъ Вильямомъ-Эдуардомъ Смитъ- лично дѣйствующимъ за себя и подполковникомъ Николаемъ Николаевичемъ Старкъ, дѣйствующимъ по явленной въ конторѣ С.-Петербургскаго Нотаріуса Забѣльскаго 30 Іюня 1906 года за № 6146 довѣренности оберъ-егермейстера Высочайшаго двора Ивана Петровича Балашева, какъ уполномоченнаго Свиты ЕГО ИМПЕРАТОРСКАГО ВЕЛИЧЕСТВА Контръ-Адмирала Алексѣя Михайловича Абаза и Тайнаго Совѣтника Николая Гавриловича Матюнина довѣренностью, явленной въ Конторѣ С.-Петербургскаго Нотаріуса Забѣльскаго 30 Іюня 1906 года за № 6144,

живущими: Г.Смитъ Адмиралтейской части, по Мойкѣ № 81, а г. Старкъ Петербургской части по Большому пр. № 49. 7 Іюля 1906 года. По реестру № 6372. И.д. Нотаріуса В. Быстроумовъ.- /М.П./. Я, нижеподписавшійся, удостовѣряю вѣрность этой копіи съ подлинникомъ ея, представленнымъ мнѣ, Василию Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому пр. № 7, вышепоименованнымъ г. Старкъ. При сличеніи мною этой копіи съ подлинникомъ въ последнемъ почистокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было. Подлинникъ оплоченъ гербовымъ сборомъ въ одинъ рубль двадцать пять копѣекъ. Іюля 7 дня 1906 г. По реестру № 6373.- И.д. Нотаріуса В. Быстроумовъ /М.П./.

Я, нижеподписавшійся, удостовѣряю вѣрность этой копіи, съ предыдущей копіею, представленною мнѣ, Василию Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту № 7, вышепоименованнымъ г. Старкъ. При сличеніи мною этой копіи съ предыдущей копіею, въ последней: почистокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было. Предыдущая копія оплочена гербовымъ сборомъ въ 1 руб. 25 коп., 1906 Іюля 29 дня. По реестру № 7035.

И.д. Нотаріуса В. Быстроумовъ. /М.П./.

Выстроумовъ. /М.П./.-

Я, нижеподписавшійся, удостовѣряю вѣрность этой копіи, съ предыдущей копіею, представленною мнѣ, Василию Африкановичу Выстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту № 7, вышепоименованнымъ г. Старкъ.- При сличеніи мною этой копіи съ предыдущей копіею, въ послѣдней почистокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было. Предыдущая копія оплачена гербовымъ сборомъ въ 1 руб. 25 коп. 1906 года Іюля 29 дня. По реестру № 7031.

И.д. Нотаріуса В. Выстроумовъ.

Копія съ копіи.

О п и с ь .

документовъ переданныхъ Русскимъ Лѣсопромышленнымъ Товариществомъ на Дальнемъ Востокѣ, въ лицѣ единственныхъ собственниковъ всѣхъ правъ и всего имущества этого Товарищества: Свиты ЕГО ИМПЕРАТОРСКАГО ВЕЛИЧЕСТВА Контръ-Адмирала Алексѣя Михайловича АБАЗА и Тайнаго Совѣтника Николая Гавріиловича МАТЮНИНА - Гражданину Сѣверо-Американскихъ Соединенныхъ Штатовъ Вильяму-Эдуарду СМИТЬ, по договору, засвидѣтельствованному С.-Петербургскаго Нотаріуса Ю.О. Забѣльскаго 7 Іюля 1906 года, по реестру за № 6346:

1/ Двѣ копіи подписокъ Дѣйствительнаго Статскаго Совѣтника Николая Гавріиловича Матюнина отъ 32 Августа и 18 Октября 1902 года объ отказѣ въ пользу Барона Гавріила Гораціевича Гинцбурга отъ принадлежащихъ ему правъ и преимуществъ въ силу договора, предложеннаго въ 1898 году ЕГО ВЕЛИЧЕСТВУ КОРЕЙСКОМУ ИМПЕРАТОРУ Тайнымъ Совѣтникомъ Непорожневымъ на всѣ минеральныя богатства Корейскаго Дворцоваго Вѣдомства въ провинціяхъ Хамкиендо и Пхѣньянской.-

2/ Подписка данная Барономъ Габріелемъ Гораціевичемъ Гинцбургомъ Дѣйствительному Статскому Совѣтнику Матюнину о безвозмездной уступкѣ ему одной десятой части основного капитала собраннаго на разработку минеральныхъ богатствъ въ провинціи Хамъ-гюнь-до въ Корей, удостовѣренная у Россійскаго ИМПЕРАТОРСКАГО Консула въ Тяньцзинѣ 30 Мая 1902 года за № 134.-

3/ Такая же подписка Барона Гинцбурга Дѣйствительному Статскому Совѣтнику Матюнину о безвозмездной уступкѣ ему одной десятой

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Востокъ Гг. Абаза и Матѣнину.-

За цѣлость и сохранность всего вышеписаннаго движимаго недвижимаго имущества продавецъ отвѣтственности не принимаетъ, а переуступаетъ въ томъ видѣ, какъ оно фактически окажется.

Расходы по совершенію сего акта я, Смитъ, принимаю на себя.-

Подлинный договоръ и всѣ подлинныя ^{и копии} акты имѣтъ Вильяму Эдуарду Смитъ, а копии съ нихъ Русскому Лѣсопромышленному Товариществу на Дальнемъ Востокѣ, въ лицѣ Гг. Абаза и Матѣнина.-

Всѣ права, прибрѣтенныя по настоящему договору В.-Э. Смитъ, онъ, какъ полный ихъ собственникъ, въправѣ продавать и вообще переуступать другимъ лицамъ по своему единоличному усмотрѣнію, безъ испрошенія на то согласія Русскаго Лѣсопромышленнаго Товарищества на Дальнемъ Востокѣ, или другихъ лицъ или учрежденій.- По довѣренности единственныхъ владѣльцевъ Русскаго Лѣсопромышленнаго Товарищества на Дальнемъ Востокѣ Свиты ЕГО ИМПЕРАТОРСКАГО ВЕЛИЧЕСТВА Контръ-Адмирала Алексѣя Михайловича Абаза и Тайнаго Совѣтника Николая Гавриловича Матѣнина Подполковникъ Николай Николаевичъ Старкъ. Гражданинъ Сѣверо-Американскихъ Соединенныхъ Штатовъ Вильямъ-Эдуардъ Смитъ.- Я, нижеподписавшійся, удостоверяю, что предстоящія подписи сдѣланы собственноручно въ присутствіи моемъ, Василія Африкановича Быстроумова, Исправляющаго должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣль-

скаго, въ конторѣ его Адмиралтейской части, по Невскому пр. № 7, лично мнѣ извѣстными: Гражданиномъ Сѣверо-Американскихъ Соединенныхъ Штатовъ Вильямомъ Эдуардомъ Смитъ - лично за себя и Подполковникомъ Николаемъ Николаевичемъ Старкъ, дѣйствующимъ по явленной въ конторѣ С.-Петербургскаго Нотаріуса Забѣльскаго 30 Іюня 1906 года за № 6146, довѣренности Оберъ-Егермейстера ВЫСОЧАЙШАГО Двора Ивана Петровича Балашева, какъ уполномоченнаго Свиты ЕГО ИМПЕРАТОРСКАГО ВЕЛИЧЕСТВА Контръ-Адмирала Алексѣя Михайловича Абаза и Тайнаго Совѣтника Николая Гавриловича Матѣнина, довѣренностью, явленою въ конторѣ С.-Петербургскаго Нотаріуса Забѣльскаго 30 Іюня 1906 года за № 6144, жительствовавшими: г. Смитъ - Адмиралтейской части, по набережной рѣки Мойки № 81, и г. Старкъ - Петербургской части, по Большому Проспекту № 49.- Іюля 7-го дня 1906-го года. По реестру № 6346. И.д. Нотаріуса В. Быстроумовъ. /м.п./.- Я, нижеподписавшійся, удостоверяю вѣрность этой копіи съ подлинникомъ ея, представленнымъ мнѣ, Василію Африкановичу Быстроумову, Исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому пр. № 7, вышепоименованнымъ г. Старкъ. При сличеніи мною этой копіи съ подлинникомъ, въ последнемъ почистокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было. Подлинникъ оплаченъ гербовымъ сборомъ въ триста семьдесятъ пять рублей. Іюля 7 дня 1906 года. По реестру № 6356. Въ этой копіи исправлено: "Габріелемъ".- И.д. Нотаріуса В. /

2/.

Копія съ копій.

С.-Петербургъ. Тысяча девятьсотъ шестого года Іюля седьмого дня. Мы, нижеподписавшіеся, Русское Лѣсопромышленное Товарищество на Дальнемъ Востокѣ, въ лицѣ единственныхъ собственниковъ всѣхъ правъ и всего имущества этого Товарищества, свиты ЕГО ИМПЕРАТОРСКАГО ВЕЛИЧЕСТВА Контръ-Адмирала Алексѣя Михайловича Абаза и Тайнаго Совѣтника Николая Гавриловича Матюнина съ одной стороны и съ другой стороны — гражданинъ Сѣверо-Американскихъ Соединенныхъ Штатовъ Вильямъ-Эдуардъ Смитъ — за себя лично, заключили настоящий договоръ въ слѣдующемъ:

Русскому Лѣсопромышленному Товариществу на Дальнемъ Востокѣ, /именуемому въ нѣкоторыхъ документахъ "Корейская Лѣсная Компанія", или "Русское Лѣсопромышленное и Горно-промышленное Товарищество на Дальнемъ Востокѣ", или "Лѣсопромышленное Товарищество"/, принадлежатъ въ силу договора, предложеннаго въ 1898 году Его Величеству Корейскому Императору Тайнымъ Совѣтникомъ Непорожневымъ на всѣ минеральныя богатства Корейскаго Дворцоваго Вѣдомства въ провинціяхъ Хамкиендо и Пхень-янской, права: а/ по подпискѣ, данной Барономъ Габріелемъ Гораціевичемъ Гинцбургомъ Дѣйствительному Статскому Совѣтнику Матюнину о безвозмездной уступкѣ ему одной десятой части основнаго капитала, собраннаго на разработку минеральныхъ богатствъ въ провинціяхъ Хамъ-Гіонтъ-до въ Корей, удостовѣренной у Россійскаго ИМПЕРАТОРСКАГО

Консула въ Тяньцзинѣ 30 Мая 1902 года за № 134, и б/ по таковой же подпискѣ Варона Гинцбурга Дѣйствительному Статскому Совѣтнику Матюнину о безвозмездной уступкѣ ему одной десятой части основнаго капитала, собраннаго на разработку минеральныхъ богатствъ въ провинціи Пинъ-ян-до въ Корей, удостовѣренной 20 декабря 1902 года у Россійскаго Вице-Консула въ Чемульпо подъ № 43, каковыя права имѣ, Матюнинымъ, были переданы Русскому Лѣсопромышленному Товариществу на Дальнемъ Востокѣ.—

Всѣ свои права по сказаннымъ подпискамъ со всѣмъ движимымъ и недвижимымъ имуществомъ, въ чемъ бы таковое не заключалось, Русское Лѣсопромышленное Товарищество на Дальнемъ Востокѣ продало г-ну Вильяму-Эдуарду Смигу за семьдесятъ пять тысячъ рублей.—

Я, Смитъ, принимаю на себя всѣ права по вышепрписаннымъ подпискамъ, принадлежавшимъ Русскому Лѣсопромышленному Товариществу на Дальнемъ Востокѣ и нынѣ поступившимъ въ мою собственность, и обязуюсь исполнять въ точности всѣ обязанности, изложенныя во всѣхъ относящихся къ сему договору актахъ и документахъ, означенныхъ въ описи, къ сему договору подшитой и сторонами подписанной. При этомъ однако Я, Смитъ, не принимаю на себя никакой отвѣтственности передъ кредиторами Русскаго Лѣсопромышленнаго Товарищества на Дальнемъ Востокѣ, или Гг. Абаза и Матюнина, а также не имѣю права на полученіе какихъ либо денегъ, слѣдуемыхъ отъ дебиторовъ Русскаго Лѣсопромышленнаго Товарищества на Дальнемъ

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26
Копія съ копін.

Удостоверение.

Я, нижеподписавшійся, тайный совѣтникъ Николай Гавріловичъ Матюнинъ, симъ удостоверяю, что по выданнымъ на мое имя барономъ Габріелемъ Гораціевичемъ Гинцбургъ двумъ письмамъ: одному о безвозмездной уступки мнѣ одной десятой части основнаго капитала, собраннаго на разработку минеральныхъ богатствъ въ провинціи Хамъ-Гіон-до въ Корей, удостоверенному 30 Мая 1902 года у Россійскаго Консула въ Тяньцзинѣ по реестру № 134, и другому о безвозмездной уступкѣ мнѣ одной десятой части основнаго капитала, собраннаго на разработку минеральныхъ богатствъ въ провинціи Пин-ян-до въ Корей, удостоверенному 20 Декабря 1902 года за № 43 у Россійскаго Вице-Консула въ Чемоданово, — всѣ по этимъ письмамъ права принадлежали "Русскому Лѣсопромышленному Товариществу на Дальнемъ Востокѣ", именуемому въ нѣкоторыхъ документахъ "Корейская Лѣсная Компанія", или Русское Лѣсопромышленное и Горнопромышленное Товарищество на Дальнемъ Востокѣ", или "Лѣсопромышленное Товарищество", и въ настоящее время принадлежать мнѣ, Матюнину, совместно со Свиты Его Императорскаго Величества Контръ-Адмираломъ Алексѣемъ Михайловичемъ Абаза, какъ единственнымъ владѣльцамъ всѣхъ вообще правъ названнаго Товарищества. Тайный совѣтникъ Николай Гавріловичъ Матюнинъ. Я, нижеподписавшійся, удостоверяю, что предстоящая подпись сдѣлана собственноручно, въ присутствіи моемъ, Василія Африкановича Быстроумова, исправляющаго должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту № 7, лично мнѣ извѣстнымъ тайнымъ совѣтникомъ

Николаемъ Гавріловичемъ Матюнинъ, живущимъ Литейной части, по Преображенской улицѣ № 24. 1 Іюля 1906 года. По реестру № 6177. И.д. Нотаріуса В. Быстроумовъ. /М.П./. Я, нижеподписавшійся, удостоверяю вѣрность этой копіи съ подлинникомъ, представленнымъ мнѣ, Василію Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту № 7, подполковникомъ Николаемъ Николаевичемъ Старкъ, живущимъ Петербургской части, по Большому проспекту, № 49. При сличеніи мною 2-той копіи съ подлинникомъ, въ последнемъ: пометокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было. Подлинникъ оплаченъ гербовымъ сборомъ въ одинъ рубль двадцать пять копѣекъ. Въ этой копіи исправлено: "принадлежать". Выходимъ Іюля 4 дня 1906 года. По реестру № 6266. Исправлено: "4-го" и "6266". И.д. Нотаріуса В. Быстроумовъ. /М.П./.

Я, нижеподписавшійся, удостоверяю вѣрность этой копіи, съ предыдущей копіей, представленной мнѣ, Василію Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту № 7, вышепоименованнымъ г. Старкъ. При сличеніи сною этой копіи съ предыдущей копіей, въ последней: пометокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было. Предыдущая копія оплачена гербовымъ сборомъ въ 1 руб. 25 коп. 1906 года Іюля 29 дня. По реестру № 7021.

И.д. Нотаріуса В. Быстроумовъ. /М.П./.

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2
Копія съ копій.

Я, нижеподписавшійся, Русско-подданный баронъ Габріэль Гораціевичъ Гинцбургъ, намѣреваясь получить отъ Императора Кореи и Корейскаго правительства концессию на исключительное право разработки минеральныхъ богатствъ, принадлежащихъ Министерству Императорскаго Двора, во всей провинціи Пин-ян-до, и предполагая образовать для эксплуатаціи этихъ богатствъ особое общество, даю настоящее обязательство въ томъ, что въ случаѣ полученія указанной концессіи и образованія указанного общества, я безвозмездно уступлю дѣйствительному статскому совѣтнику Матюнину одну десятую часть основнаго капитала этого общества, вполне оплаченными полными паями и акціями. Баронъ Г.Г. Гинцбургъ. Сеулъ. 20 Декабря 1902 года. Баронъ Габріэль Гораціевичъ Гинцбургъ. Подпись руки барона Габріэля Гинцбурга, имѣющаго законную правоспособность къ совершенію актовъ и лично мнѣ извѣстнаго съ приложеніемъ печати удостоверяю. Чемульпо, 20 Декабря 1902 года. Императорскій Россійскій Вице-Консулъ Поляновскій. /М.П./. № 43. Пошлинъ взыскано 3 р. = тремъ іенамъ 9 сентъ. Я, нижеподписавшійся, удостоверяю вѣрность этой копіи съ подлинникомъ, представленнымъ мнѣ, Василию Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту № 7, подполковникомъ Николаемъ Николаевичемъ Старкъ, живущимъ Петербургской части, по Большому проспекту № 49. При сличеніи мною этой копіи съ подлинникомъ, въ последнемъ: почистокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было. Іюля 6 дня 1906 года. По реестру № 6297. И.д.Нотаріуса В. Быстроумовъ. /М.П./.

Я, нижеподписавшійся, удостоверяю вѣрность этой копіи съ предыдущей копіею, представленною мнѣ, Василию Африкановичу Быстроумову, исправляющему дол. С.Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его - Адмиралтейской части, по Невскому проспекту № 7, вышепоименованнымъ г. Старкъ. При сличеніи мною этой копіи съ предыдущей копіею, въ послѣней: почистокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было. Предыдущая копія оплачена гербовымъ сборомъ въ 1 руб. 25 коп. 1906 года Іюля 29 дня. По реестру № 7027.

И.д. Нотаріуса В. Быстроумовъ. /М.П./.

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264 第三十五号
Копія съ копій

Я, нижеподписавшійся, Русско-подданный баронъ Габріэль Гораціевичъ Гинцбургъ, намѣреваясь получить отъ Императора Кореи и Кореяйскаго Правительства концессию на исключительное право разработки минеральныхъ богатствъ, принадлежащихъ Министерству Императорскаго Двора, во всей провинціи Хамъ-гюнь-до и предполагая сказанной концессіи и образованія указанного общества, я безвозмездно уступаю дѣйствительному статскому совѣтнику Матвѣину одну десятую часть основнаго капитала этого общества вполнѣ оплаченными и полноправными паями или акціями. Китай, г. Тяньцзинь, 2 Мая 1902 года. Баронъ Габріэль Гораціевичъ Гинцбургъ. Россійское Императорское Консульство въ Тяньцзинѣ удостоверяетъ подлинность и собственноручность подписи на семъ, проживающаго въ гор. Тяньцзинѣ, Русскаго подданнаго барона Габріэля Гораціевича Гинцбурга, лично ~~у~~ Консульству известнаго и имѣющаго законную правоспособность въ совершеніи актовъ. Тяньцзинь, 30 Мая 1902 года. По реестру № 134. Пошлинъ по ст. 9-ой взыскано два рубля. Консулъ /подпись/. /М.П./. Я, нижеподписавшійся, удостоверяю вѣрность этой копіи съ подлинникомъ, представленнымъ мнѣ, Василию Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту № 7, подполковникомъ Николаемъ Николаевичемъ Старкъ, живущимъ Петербургской части, по Вольшому проспекту № 49. При сличеніи мною этой копіи съ подлинникомъ, въ последнемъ: почистокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было, а въ этой копіи исправлено: "Гораціевичъ" и "концессию". Іюля 6 дня 1906 года. По реестру № 6295. И.д. Нотаріуса В. Быстроумовъ. /М.П./.

Я, нижеподписавшійся, удостоверяю вѣрность этой копіи, съ предыдущей копіею, представленною мнѣ, Василию Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его - Адмиралтейской части, по Невскому проспекту № 7, вышепоименованнымъ г. Старкъ. При сличеніи мною этой копіи съ предыдущей копіею, въ последнемъ: почистокъ, приписокъ, зачеркнутыхъ словъ и никакихъ особенностей не было. Предыдущая копія оплачена гербовымъ сборомъ въ 1 руб. 25 коп. 1906 года Іюля 29 дня. По реестру № 7023.

И.д. Нотаріуса В. Быстроумовъ /М.П./.

полковникъ Николай Николаевичъ Старкъ. Гражданинъ Сѣверо-Американскихъ Штатовъ Вильямъ-Эдуардъ Смитъ. Я, нижеподписавшійся, удостоверяю, что предстоящія подписи сдѣланы собственноручно, въ присутствіи моемъ, Василю Африкановичу Быстроумову, исправляющаго должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту № 7, лично мнѣ извѣстными: гражданиномъ Сѣверо-Американскихъ Соединенныхъ Штатовъ Вильямъ-Эдуардомъ Смитъ — лично за себя и подполковникомъ Николаемъ Николаевичемъ Старкъ, дѣйствующимъ по явленной въ конторѣ С.-Петербургскаго Нотаріуса Забѣльскаго 30 Іюня 1906 года, за № 6146, довѣренности оберъ-егермейстера Высочайшаго Двора Ивана Петровича Балашева, какъ уполномоченнаго Свиты Его Имп. Величества Контръ-Адмирала Алексѣя Михайловича Абаза и Тайнаго Совѣтника Николая Гавриловича Матюнина, довѣренностью, явленою въ конторѣ С.-Петербургскаго Нотаріуса Забѣльскаго 30 Іюня 1906 года, за № 6144, живущими: г. Смитъ — Адмиралтейской части, по набережной рѣки Мойки № 81 и г. Старкъ — Петербургской части, по Большому проспекту № 49. Іюля 7 дня 1906 года. По реестру № 6344. И.д. Нотаріуса В. Быстроумовъ. /М.П./. Я, нижеподписавшійся, удостоверяю вѣрность этой копіи, съ подлинникомъ ея, представленнымъ мнѣ, Василю Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому проспекту № 7, вышепоименованнымъ г. Старкъ. При сличеніи мною этой копіи съ подлинникомъ, въ последнемъ: почисоткѣ, приписокѣ, зачеркнутыхъ словъ и никакихъ особенностей не было. Подлинникъ оплаченъ гербовымъ сборомъ въ сто двадцать пять рублей. Іюля 7 дня 1906 года. По реестру № 6354. Въ этой

копії надписано: "золото". И.д. Нотаріуса В. Быстроумовъ /М.П./.

Я, нижеподписавшійся, удостоверяю вѣрность этой копіи съ предыдущей, представленною мнѣ, Василю Африкановичу Быстроумову, исправляющему должность С.-Петербургскаго Нотаріуса Юліана Осиповича Забѣльскаго, въ конторѣ его Адмиралтейской части, по Невскому пр. № 7, вышепоименованнымъ г. Смитъ. При сличеніи мною этой копіи съ предыдущей, въ послѣдней почисоткѣ, приписокѣ, зачеркнутыхъ словъ и никакихъ особенностей, кромѣ оговореннаго, не было. 11 Апрѣля 1907 года. По реестру № 3831.

И.д. Нотаріуса В. Быстроумовъ /М.П./.