

1745

昭和十年三月

15039
⑨

北滿鐵道讓渡交渉關係發表集(續編)

外務省情報部

Proj. No.	37
S. A. No.	15039
Sack No.	9
Item No.	163

IMT 391

1

F-0239

02:17

1745

本書ハ昭和九年一月刊行「北滿鐵道讓渡交渉關係發表集」ノ
續編ニシテ同鐵道讓渡ニ關スル協定調印迄ノ分ヲ輯録セ
ルモノナリ

昭和十年三月

凡例

2

IMT 391

1745

北滿鐵道讓渡交渉關係發表集(續編)

目次

- 一、北滿鐵道「ソ」聯邦人職員釋放ニ關スル外務當局談……………一
- 二、北滿鐵道讓渡交渉經過……………三
- 三、北滿鐵道従業員檢舉ニ關スル廣田外務大臣ノ駐日「ソ」聯邦大使宛回答書翰……………八
- 四、北滿鐵道讓渡協定假調印ニ就テ……………一六
- 五、北滿鐵道ニ關スル「ソツイエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ滿洲國「ソツイエト」社會主義共和國聯邦間協定……………一九
- 六、最終議定書……………六七
- 七、議定書……………七五
- 八、日本國「ソツイエト」社會主義共和國聯邦間交換公文……………八八
- 九、日本國「ソツイエト」社會主義共和國聯邦間交換公文……………九四

3

IMT 391

F-0239

0218

1745

- 一〇、日本國滿洲國間交換公文……………一〇二
 - 一一、北滿鐵道讓渡協定調印ノ際ニ於ケル挨拶……………一〇七
 - (イ) 廣田外務大臣ノ挨拶
 - (ロ) 「ユレネフ」ソノ聯邦大使ノ挨拶
 - (ハ) 丁滿洲國公使ノ挨拶
 - 一二、北滿鐵道讓渡協定調印ニ關スル廣田外務大臣及「リトヴィノフ」外務人民委員間交換祝電……………一一九
 - (イ) 「リトヴィノフ」外務人民委員發廣田外務大臣宛祝電
 - (ロ) 廣田外務大臣發「リトヴィノフ」外務人民委員宛祝電
- 「參考」
- 北滿讓渡ニ關スル基本協定、議定書及交換公文ノ要領……………一二七

IMT 391

1745

北滿鐵道讓渡交渉關係發表集(續編)

- 一、北滿鐵道「ソ」聯邦人職員釋放ニ關スル外務當局談
(昭和九年二月二十五日)

拘禁中ノ北鐵「ソ」聯人職員六名ハ釋放歸國スルコトナレルカ、其ノ後任者問題ニ付テハ滿「ソ」間ノ意見一致セザリシ爲、曩ニ在本邦「ソ」大使ヨリ外務大臣ノ斡旋ヲ求メ來リタルニ依リ、同大臣ニ於テ仲介中ナリシ處、今般協議纏マリ追テ北鐵理事會ニ依リ正式課長ノ任命ヲ見ルニ至ル迄北鐵管理局長及「ソ」滿副管理局長ノ署名ニ依リ臨時課長ヲ任命スルコトナリ、本件ハ茲ニ終決ヲ見ルニ至レリ。

(Translation)

According to the report just received here it was decided that the six Soviet officials under arrest of the North Manchuria Railway be released and repatriated.

IMT 391

598 391

1745

As Manchoukuo and the U.S.S.R. could not reach an agreement as to the appointment of the successors of those six officials, the Soviet Ambassador in Tokio requested good offices of Mr. Hirota, Foreign Minister. The Minister was endeavoring to pave the way for a solution of the question between the two parties. Now they have arrived at an accord that pending the formal appointment of the chiefs of the sections by the Board of Directors of the N.M.R. the acting chiefs shall be appointed under joint signature of the Manager and the two (Soviet and Manchoukuo) Assistant Managers of the N.M.R.

11

IMT 391

6i.

1745

0

1745

一、北滿鐵道讓渡交渉經過

(昭和九年八月二十二日公表)

客年六月二十六日帝國政府特使ノ下ニ開始セラレタ北滿鐵道讓渡交渉ニ於テ、當初「ソ」聯邦代表ハ二億五千萬金留、即「ソ」聯邦政府ノ所謂公定相場ニ依レハ邦貨約六億二千五百萬圓ニ達スル價格ヲ提議スルト共ニ、鐵道従業員ニ對スル退職金ハ全部滿洲國ニ於テ負擔スヘキ旨ヲ主張シタニ對シ、滿洲國代表ハ北鐵カ滿「ソ」兩國ノ共同經營ノ下ニ在ルコト、並滿洲國鐵道建設事業進展ノ現狀等ニ鑑ミ讓受代償額トシテ五千萬圓ヲ提議シタ。其ノ後「ソ」側ハ五千萬金留ノ値下ヲ爲シテ來タカ、會議ハ各種ノ抽象的議論ニ終始シテ進展セス、更ニ同年十月「ソ」側ハ日滿兩國ノ北鐵奪取計劃アリト宣傳シタ爲交渉停頓スルニ至ツタカ、本年二月再開ノ運トナリ、「ソ」聯邦代表ハ廣田外相ニ對シ、「ソ」側ノ北鐵賣却新値段トシテ紙幣圓二億圓ヲ提示シ、且我方ノ照會ニ對シ「ソ」聯邦人現従業員ニ對スル退職金邦貨約三千萬圓、並本年一月一日現在ニ於ケル北鐵貸借表ヲ通報越シタ。

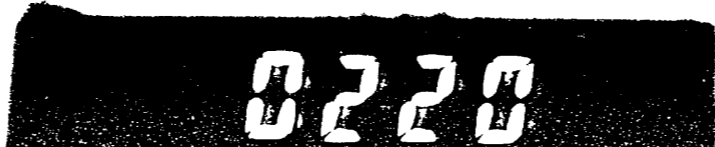
仍テ四月二十六日ノ中間會商ニ於テ、滿洲國代表ハ交渉ノ圓滿ナル解決ヲ希望スルノ趣旨ニ依

三

IMT 391

7

IMT 391



1745

リイ) 北鐵一切ノ債權及「ソ」側提示ノ貸借表記載ノ債務ヲ滿洲國ニ於テ引續クヘク、又ロ)退職金ハ賣主ノ負擔スヘキコト當然ナルニ依リ、「ソ」聯邦人現従業員ノ退職金ハ「ソ」側ニ於テ支拂フヘシ等ノ條件ノ下ニ、曩ニ提案シタ代價額五千萬圓ヲ一億圓ニ引上クヘキコトヲ提議シタ。然ルニ「ソ」聯邦代表ハ漸ク五月二十五日ニ至リ一千萬圓ヲ減額スヘキ旨申出來ルルノミニテ交渉進展セス、再ヒ停頓ノ外ナキ狀況ニ陥ラムトシタルヲ以テ、廣田外相ハ在京「ソ」聯邦大使ニ對シ試案トシテ北鐵債段ハ一億圓トシ、「ソ」聯邦人現従業員ノ退職金ハ滿側負擔トシテ解決方勸告シタ。「ソ」側ハ之ニ對シ價格ヲ二千萬圓減額シテ一億七千萬圓トナスヘキコトヲ申出タカ、未タ猶滿「ソ」間價格ニ大ナル開アリ交渉進捗ノ見込附カサリシヲ以テ、七月二十三日廣田外相ヨリ「ソ」聯邦大使ニ對シ、日、滿、「ソ」三國間國交ノ大局ニ着眼シ、問題ノ圓滿解決ヲ期スル爲メ仲介者トシテ公正妥當ト信スル債段ヲ提議スヘシトテ價格一億二千萬圓、「ソ」聯邦人現従業員ノ退職金ハ別ニ滿側負擔トスルノ案ヲ提示シ、之ト同時ニ鐵道讓受ニ關スル其ノ他ノ主要條件ニ付滿洲國側ノ主張ヲ傳達シタ。

然ルニ「ソ」聯邦政府ハ七月三十日右仲介案ヲ拒絕シ、對案トシテ從前ノ提示價格ヨリ僅ニ一千萬圓ヲ讓歩シタ一億六千萬圓案(「ソ」側従業員退職金ハ別ニ滿側負擔)ヲ提示スルト共ニ右價格ノ支拂條件中現金支拂ニ付所謂「ゴールド・クローズ」ヲ設ケ、商品ニ依ル支拂ニ付商品ノ價格ヲ讓渡協定ト同時ニ決定スヘシ等ノ新ナ條件ヲ附加シ來ツタ。

於茲廣田外相ハ「ソ」側ノ慎重再考ヲ求メタカ、八月十日「ソ」側ハ再度之ヲ拒絕シタルニヨリ、同外相ハ此ノ上ハ滿「ソ」直接會商シテ妥決ノ道ヲ講スヘキ旨勸告シタ。

次テ滿洲國大橋代表ハ八月十三日「ソ」聯邦大使ヲ訪問シ、滿洲國政府ハ本件ヲ圓滿ニ解決セムトスル廣田外相ノ誠意ニ鑑ミ、難キヲ忍ンテ其ノ仲介案ヲ受諾セムトスルモノナル旨ヲ述フルト共ニ、「ソ」側ニ於テモ受諾方可然旨勸告シタカ、同大使ハ滿洲國側ヨリ値上ノ申出ナキ限リ直接交渉ヲ行フ意志ナシト述ヘタルヲ以テ、大橋代表ハ「ソ」側ノ深甚ナル反省ヲ求ムルト共ニ、此ノ儘ニテハ自分ノ滯京モ無用ナルニ付東京ヲ引揚クヘク、尤モ右ハ交渉ヲ決裂セシメントスル趣旨ニアラサル旨ヲ述ヘテ引取ツタ趣テアル。斯クテ同代表ハ退京シタカ丁首席代表ハ依然東京ニ在ル。

IMT 391

8

1745

北滿鐵道讓渡交渉ノ經過ハ敘上ノ如ク帝國政府ハ調停者トシテ常ニ誠意ヲ披瀝シ、本件交渉ノ成立ニ多大ノ努力ヲ傾倒セル次第アルカ、「ソ」聯邦政府ハ近來廣田外相仲介案ヲ目シテ最後通牒的ナリトシ、又近時北鐵東部線上ニ頻發セル列車被害事件ニ伴フ檢舉ヲ以テ何等讓渡交渉ト關

IMT 391

9

F-0239

0221

聯アル旨喧傳シ居ル處、帝國外務大臣ハ北鐵交渉ニ於ケル仲介者タルニ止マルヲ以テ最後通牒案ヲ提出スルノ地位ニ在ラサルコトハ、同外相ヨリ「ソ」聯邦代表ニ特ニ説明ヲ加ヘテ置イタ譯テアツテ、「ソ」聯邦カ前記仲介案ヲ拒絶シタルニ對シテハ、同外相ハ滿「ソ」間直接交渉ヲ勸告シタニ過キナイ。若シ夫レ列車被害事件ノ檢舉ニ至ツテハ、本年二三月以來頻發セル軍用列車顛覆ノ陰謀ニ對スル司直事件ニシテ、何等本件交渉ニ關係ナキコトハ極メテ明白テアル。尙「ソ」側ハ頻リニ其ノ讓歩大ナリシヲ說示スルモ、「ソ」側當初ノ提案タル二億五千萬金留（邦貨六億二千五百萬圓）又ハ二億金留（邦貨五億圓）ハ、本年二月以來「ソ」側ノ申出ラタル讓渡價格（邦貨二億圓乃至一億六千萬圓）ニ對比シ、其ノ如何ニ荒唐無稽ナル懸値ニ外ナラサリシカヲ告白スルニ過キナイ。

抑々「ソ」聯邦ノ北滿鐵道讓渡提議ニ對シテ、同政府ノ真意如何ニ付巷間種々ノ觀測カ行ハレタ。曰ク「ソ」聯邦ハ現ハニ平和交渉ヲ裝フト雖、反面帝國カ近ク國際「危局」ニ遭逢スルコトアルヘキヲ想定シテ其ノ際迄交渉ノ遷延ヲ策セムトスルモノテアル。從テ假令北鐵價格ニ付意見ノ一致ヲ見ルモ、「ソ」側カ其ノ他ノ讓渡條件ニ付審議遷延ヲ策スルニ於テハ、交渉ハ渺クトモ今年冬期迄持越スヲ得ヤツ。若シ「ソ」聯邦ノ真意果シテ斯ノ如シトセハ、帝國政府ニ於テ如何ニ幹

旋ニ奔命スルト雖右ハ畢竟徒勞ニ歸スヘキノミナラス、事態ハ極メテ重大ナリト云ハサルヲ得ナイト。

帝國政府ハ、此等觀測ノ間ニ處シテ專ラ極東平和ヲ提唱スル「ソ」聯邦政府ノ誠意ニ信倚シ、波瀾重疊ノ裡努メテ當事國間ノ意見接近ヲ計リ、以テ漸ク前記程度ノ交渉段階ニ到達シタ次第デアルカ、本交渉カ果シテ一部論者ノ豫測スルカ如キ不幸ナル結果ニ了ルヘキヤ否ヤハ、結局之ヲ事實ニ依リ證明スルノ外ハナイ。帝國政府ハ今猶本件交渉ノ圓滿妥當ナル解決ヲ希望スルモノニシテ、他面滿洲國政府ハ「ソ」聯邦側ニ到シ總計一億五千萬圓ニ達スル巨額負擔ヲ爲スヘキ旨ヲ明カニシ、北滿鐵道ノ根本的解決ヲ平和交渉ニ依リ遂行スルノ意思アルコトヲ實證シタ。由來北鐵交渉ノ根本目的ハ鐵道ノ讓渡ニ依ツテ現場ニ於ケル紛議ヲ除去シ、以テ日、滿、「ソ」三國關係ノ平和的發展ヲ期スルニアツテ、隨時發生スル現場ノ紛議ヲ理由トシテ交渉ヲ遷延セシメントスルニ於テハ、交渉ハ遂ニ妥結ノ時ハナイテアラツ。若シ夫レ「ソ」聯邦政府ニシテ眞ニ讓渡ノ意思ヲ有シ、且成ルヘク速ニ之ヲ實行スルノ希望アルニ於テハ、必スヤ之ニ對應スル適當ノ意思表示カアルヘキテアル。

1745

三、北滿鐵道從業員檢舉ニ關スル廣田外務大臣ノ
駐日「ソ」聯邦大使宛回答書翰 (昭和九年九月四日公表)

北鐵從業員ノ檢舉ニ關シ、當地「ユレネフ」「ソ」聯邦大使ヨリ八月二十二日附書翰ヲ
以テ廣田外務大臣ニ對シ申入アリタルニ付、廣田外務大臣ハ九月四日附書翰ヲ以テ左ノ
通回答シタ。

以書翰啓上致候。陳者、八月二十二日附書翰ヲ以テ同月十三日、十四日及十六日ノ北滿鐵道東部
線ニ於ケル鐵道從業員ノ檢舉ニ關シ御申越ノ次第閱悉致候。然ル處、右檢舉ハ「ソグヰエト」聯
邦政府ニ於テモ風ニ承知ノ通、過去數ヶ月ニ互リ東部線ニ於テ頻發セル軍用列車顛覆ノ陰謀事件
ニ關聯シテ行ハレタル滿洲國司法權ノ發動ニ基クモノニ外ナラス、尙又前記列車顛覆事件ニ關シ
テハ、帝國陸軍省ニ於テ何等御來示ノ如キ聲明ヲ公表シタルコト無之、他方本邦新聞紙ノ掲載ス
ル各種報道ニ對シ、帝國政府ニ於テ其ノ責任スヘキニ非サルコトハ詳述ヲ要セサル所ニ候。
「ソ」聯邦側ニ於テハ本件列車顛覆ヲ以テ單ナル匪賊ノ所爲ナリトシ、甚タシキハ右ハ日滿側故意

IMT 391

1745

ノ怠慢乃至作爲ニ出ツルモノナリト放言スルモノアルモ、滿洲國防衛ノ責任スル日滿兩國側ニ
於テ何ヲ好シテ北鐵線上ノ軍用列車顛覆ヲ企ツルモノナランヤ。他方現ニ右匪賊カ列車襲撃ニ際
シ貨物ノ掠奪ヲ行ハナリシカ如キハ、以テ其ノ普通匪賊ノ所爲ト同一視スヘカラサルヲ實證スル
モノニ候。

近時本邦新聞紙ニ東部線事件ニ關スル報道ノ増加シタルハ、本問題ニ對スル日本國民ノ關心大ナ
ルヲ示スモノニコソアレ、此ノ種記事並本件檢舉ヲ以テ一部帝國官憲ノ侵略的企圖強化ノ徵ナ
リトスル「ソ」聯邦政府ノ主張ハ、全然事實ヲ曲解スルモノナルコト前述スル所ニ依リテモ明白
ナリト謂フヘク、却テ「ソ」聯邦ニ於ケル要人ノ無責任ナル對日放言、近時屢發表セラルル「ソ」
聯邦政府及共產黨機關紙ノ挑發的對日記事論說カ、「ソ」聯邦政府ノ提唱スル平和政策ノ趣旨ニ
背馳シ、日「ソ」國交關係ノ良好ナル發展ヲ阻害シツツアルコトニ付、本大臣ハ「ソ」聯邦政府
ノ深甚ナル注意ヲ喚起致候。

更ニ本件軍用列車顛覆事件其ノ他北滿ニ於ケル類似ノ治安擾亂事件ニ關聯シ、今春以來多數ノ
「ソ」聯邦人カ隨時檢舉セラレタルコトハ、「ソ」聯邦政府ニ於テ風ニ承知シ居ラルヘキ所ナ
ルニ、特ニ最近行ハレタル檢舉ヲ以テ北鐵讓渡交渉ノ停頓ト何等關係アルカ如ク思惟シ、之ニ依リ

IMT 391

13

12

1745

1745

鐵道作業ヲ破壊シ、北鐵ニ於ケル「ソ」聯邦ノ條約上ノ權利ヲ侵害スルモノナリト爲ス貴國政府ノ見解ニ對シテハ、其ノ全然無根ニシテ事實ヲ誣ユルノ甚タシキモノナルコトヲ指摘セサルヲ得ス。蓋シ鐵道運行ノ確保並沿線ノ治安維持上絕對ニ必要ナル此ノ種司法事件ハ、假令同交渉カ停頓セナリシトスルモ當然生起スヘカリシモノニ有之、然ルニ拘ラス、前記ノ如キ臆測ヲ逞クスル「ソ」聯邦政府ノ真意果シテ奈邊ニ存スルヤ、帝國政府ノ全然諒解スル能ハサル所ニ候。

抑々本件陰謀カ如何ナル方面ノ指揮ニ出ツルモノナルヤニ就テハ、帝國政府ニ於テモ重大ナル關心ヲ有スルモノニ有之、右ニ關聯シ、本件列車顛覆事件ニ於テ事故ノ發生カ北鐵東部線ノミニ限ラレ、被害列車ノ大部分ハ軍用貨物列車ニシテ、而モ貨物ノ掠奪ナク又被害者ハ主トシテ日滿人ニシテ「ソ」聯邦人ニハ殆ト被害者ナキ等、普通ノ列車被害事件ニ於ケルト全然異ナル諸現象、並今次檢舉セラレタル東部線従業員ノ殆ト全部ハ滿洲國ノ治安擾亂ヲ企圖スル非合法結社ニ參加シ居リ、且匪賊ニ對スル鐵道爆破ノ指令及所要爆藥ノ供與カ同鐵道従業員ニ依リ行ハレタルコト等ニ關スル報道アルコト、其ノ他諸般ノ事態ニ徴シ、「ソ」聯邦人ノ一部カ何等カ本件計畫ニ關係アリトノ見解ヲ持スル者アルハ當然ノ儀ト存候。

14

IMT 391

1745

右回答申進旁本大臣ハ茲ニ閣下ニ向テ重テ敬意ヲ表シ候。 敬具。

昭和九年九月四日

外務大臣 廣田弘毅

「ソ」ソヴェト」社會主義共和國聯邦特命全權大使

「コンスタンチン・ユレネフ」閣下

15

(Translation)

(September 4, 1934.)

Monsieur l'Ambassadeur,

I have the honour to acknowledge the receipt of Your Excellency's Note dated August 22nd, 1934, concerning the arrests of certain employees of the North Manchuria Railway, which took place on August 13, 14 and 16 on the Eastern Line thereof.

11

IMT 391

1745

11

In reply I beg to state that the arrests in question were effected by Manchoukuo simply through the exercise of her jurisdiction, in connection with the plots to overturn military trains, which, as is well known to the Soviet Government, frequently occurred on the Eastern Line in the course of the last several months. Furthermore, the Japanese War Office have never published any such official statements, concerning the said plots, as are mentioned in Your Excellency's Note. I need scarcely add that the Japanese Government should in no manner be held responsible for any news and reports that appear in the Japanese press.

16

On the Soviet side, the train incidents above alluded to are ascribed to the acts of ordinary bandits and, what is more, some go so far as to allege that they are attributable to intentional negligence or action on the part of Japan and Manchoukuo. But for what possible reason should the two countries, which are jointly responsible for the defence of Manchoukuo, try to overturn military trains on the North Manchuria Railway? The bandits, on the other hand, when attacking trains, did not even attempt to loot the cars, which testifies to the assertion that these outrages should not be regarded in the same light as the acts of ordinary bandits.

The recent increase in the volume of Japanese press reports of incidents on the Eastern Line of the North Manchuria Railway indicates, if anything, the greater

IMT 391

1745

interest which such incidents claim from the Japanese people. The contention of the Soviet Government that such newspaper reports and the arrests under consideration "bear evidence of an intensification of aggressive attempts on the part of certain Japanese official circles" is a complete distortion of fact, as will be clearly understood from the statement above set forth. In this connection, I wish to call the sincere attention of the Soviet Government to the fact that irresponsible utterances directed against Japan by important persons of the Soviet Union, as well as the publication, by the organs of the Soviet Government and of the Communist Party, of articles and editorials of a provocative nature concerning Japan, which has become frequent recently, are manifestly at variance with the peace policy enunciated by the Soviet Government and are interfering with the normal development of the Japanese-Soviet relations.

The Soviet Government must be well aware of the fact, that in connection with the train incidents and similar disturbances of peace and order in North Manchuria, many Soviet citizens have from time to time been arrested since last spring, and yet they single out the particular instances of the latest arrests and, on the apparent presumption that these arrests have something to do with the suspension of the negotiations over the sale of the North Manchuria Railway, regard the arrests as

111

IMT 391

17

1745

having occasioned "disorganization of the work of the Railway" and as constituting "a rude infringement of the treaty rights of the USSR" therein. Such a view of the situation taken by the Soviet Government is entirely groundless, and is the grossest distortion of fact. Even if the negotiations over the sale of the Railway suffered no setback, recourse to judicial measures under review must have been absolutely indispensable, in order to assure the normal operation of the Railway and to maintain peace and order along the lines. Such being the case, the Japanese Government are completely at a loss to make out the real motive of the Soviet Government in making such presumptions and allegations as above mentioned.

The Japanese Government are seriously concerned as to from what quarters the plots above referred to are directed. It must here be noted in this connection that throughout the train incidents in question, events happened only to the Eastern Line of the North Manchuria Railway, that most of the trains attacked were military goods trains, that no attempt was made at looting them, and that victims of the incidents were mostly the Japanese or Manchurians, while the Soviet citizens scarcely suffered from them, phenomena which are entirely different from those of ordinary attacks on trains. According to informations to hand, almost all the Eastern Line employees lately arrested belong to certain illegal societies which aim at disturbing

IMT 391

1745

peace and order in Manchoukuo, and some employees of the Railway issued directions to bandits for the blowing up of the railway and supplied them with explosives, etc. It seems natural that viewed in the light of these and other facts and circumstances, some Soviet subjects should be considered to be in some way concerned in the plots under reference.

I avail myself of this occasion to renew to Your Excellency, Monsieur l'Ambassadeur, the assurances of my highest consideration.

Signed: Koki Hirota,
Minister for Foreign Affairs.

IMT 391

His Excellency
Monsieur Constantin Youreneff,
Ambassador Extraordinary and Plenipotentiary
of the Union of Soviet Socialist Republics.

IMT 391

14

四、北滿鐵道讓渡協定假調印ニ就テ

(昭和十年三月十一日公表)

本日外務省ニ於テ、滿洲國及「ソヴェト」聯邦ノ各代表ニ依リ、北滿鐵道(東支鐵道)ニ關スル「ソ
ヴェト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ協定及之ニ附屬スル最終議定書ニ假
調印ヲ了シ、尙右ニ關聯シ帝國外務大臣及右兩國代表ニ依リ一ノ議定書ニ、又帝國外務大臣及左
本邦「ソヴェト」聯邦大使ニ依リ「ソ」間交換公文ニ夫々假調印カテセラレタ。

右北滿鐵道讓渡協定ハ正式署名ト同時ニ實施セラレ、之ト共ニ「ソヴェト」聯邦ノ北滿鐵道(附
帶事業及財産等ヲ含ム)ニ關シテ有スル一切ノ權利ハ滿洲國政府ニ讓渡セラレ、滿洲國ハ之ニ對
シ代償額一億四千萬圓ヲ支拂ヒ、尙解雇セラルル「ソ」聯籍北鐵従業員ニ對スル各種退職金約三
千萬圓モ滿洲國政府ニ於テ負擔スルコトナツタ。而シテ右代償額中約三分ノ一ノ決済ハ現金ヲ
以テ三年間ニ行ヒ、又殘餘約三分ノ二ノ決済ハ在本邦「ソヴェト」聯邦通商代表部カ日滿兩國ノ人
民又ハ法人ヨリ購入スル日本國又ハ滿洲國ノ生産又ハ製造ニ係ル商品ニ付、滿洲國政府カ三年間
ニ其ノ代金ヲ支拂フコトニ依テ行ハルルテアラウ。又日、滿「ソ」三國間ノ議定書ハ右協定ニ基ク

商品取引ヲ確保スルコトヲ目的トスルモノテアル。更ニ又日「ソ」間ノ交換公文ハ滿洲國ノ協定
履行ニ關聯スル保障ニ關スルモノテアルカ、尙右ニ關聯シ日滿間ニ公文ノ交換ヲ行フコトナツ
タ。

(Translation)

The Agreement for the cession to Manchoukuo of the rights of the U.S.S.R. con-
cerning the North Manchuria Railway (the Chinese Eastern Railway) and the final
Protocol appurtenant thereto were initiated at the Foreign Office today by the repre-
sentatives of Manchoukuo and the U.S.S.R. Relative to the Agreement, one Protocol
and the Notes to be exchanged were initiated, the former by the Japanese Foreign
Minister and the aforementioned representatives, and the latter by the Japanese
Foreign Minister and the Ambassador of the U.S.S.R. to Japan.

The Agreement for the transfer of the North Manchuria Railway will come into
effect with the formal signing thereof when simultaneously all the rights of the
U.S.S.R. concerning the North Manchuria Railway (including the subsidiary enter-
prises and properties) will be ceded to the Government of Manchoukuo. In return,

1745

一六

the Manchoukuo Government will undertake to pay a sum of ¥140,000,000, besides about ¥30,000,000 to be paid as discharge allowance of various kinds to the employees of the Soviet nationality to be dismissed. Payment of approximately one-third of the sale price will be made in cash and spread over three years. The remaining two-thirds will be paid by Manchoukuo in three years through the purchase by the U.S.S.R. Trade Representation in Japan of commodities produced or manufactured in Japan or Manchoukuo from either subjects or corporations of Japan or of Manchoukuo. It is the purpose of the Protocol between Japan, Manchoukuo and the U.S.S.R. to guarantee the transaction of goods under the Agreement. Further, the Notes Exchanged between Japan and the U.S.S.R. pertain to the guaranty of the execution of the Agreement. Another exchange of Notes will take place between the Governments of Japan and Manchoukuo.

22

IMT 391

1745

五、北滿鐵道(東支鐵道)ニ關スル「ソヴェト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲メ滿洲國「ソヴェト」社會主義共和國聯邦間協定 (昭和十年三月二十三日公表)

AGREEMENT BETWEEN MANCHOUKUO AND THE UNION OF SOVIET SOCIALIST REPUBLICS FOR THE CESSION TO MANCHOUKUO OF THE RIGHTS OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING THE NORTH MANCHURIA RAILWAY (CHINESE EASTERN RAILWAY)

Manchoukuo and the Union of Soviet Socialist Republics, being desirous to settle the question of the North Manchuria Railway (Chinese Eastern Railway) and thus to contribute to the safeguards of peace in the Far East, have resolved to conclude an Agreement for the Cession to Manchoukuo of the Rights of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway), and have to that end named as their Plenipotentiaries, that is to say:

一九

IMT 391

23

The Government of Manchoukuo:

W.S.Y. TINGE, Envoy Extraordinary and Minister Plenipotentiary to Japan;

Chunichi OHASHI, Vice-Minister for Foreign Affairs;

WU Tse-Sheng, Adviser to the Directorate-General of the North Manchuria Railway (Chinese Eastern Railway);

The Government of the Union of Soviet Socialist Republics:

Constantin Konstantinovich YURENEFF, Member of the Central Executive

Committee of the Union of Soviet Socialist Republics and Plenipotentiary

Representative of the Union of Soviet Republics in Japan;

Benedict Ignatievitch KOZLOVSKY, Chief of Department of the People's

Commissariat for Foreign Affairs;

Stepan Matveievitch KUZNETSOFF, Vice-Chairman of the Board of Directors of the North Manchuria Railway (Chinese Eastern Railway);

Who, having communicated to each other their respective Full Powers, found to be in good and due form, have agreed upon the following Articles:

ARTICLE I.

The Government of the Union of Soviet Socialist Republics shall cede to the Gov-

ernment of Manchoukuo all the rights they possess concerning the North Manchuria Railway (Chinese Eastern Railway), in consideration of which the Government of Manchoukuo shall pay to the Government of the Union of Soviet Socialist Republics the sum of one hundred and forty million (140,000,000) yen in Japanese currency.

ARTICLE II.

All the rights of the Government of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway) shall pass to the Government of Manchoukuo upon the coming into force of the present Agreement, and at the same time the North Manchuria Railway (Chinese Eastern Railway) shall be placed under the complete occupation and the sole management of the Government of Manchoukuo.

ARTICLE III.

I. Upon the coming into force of the present Agreement, the senior members of the administration of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics shall be released from their duties. The said senior members of the administration of the Railway shall

hand over all the archives, records, papers and documents of whatever description in their charge to their respective successors in the new administration of the Railway.

It is understood that the term the "senior members of the administration of the North Manchuria Railway (Chinese Eastern Railway)" employed in the present

Article indicates:

- (A) All the members of the Board of Directors and of the Audit Committee.
- (B) The general manager and assistant manager of the Administration.
- (C) The assistant chief controller.

(D) All the managers and sub-managers of the Departments of the Board of Directors, the Audit Committee, the Control and the Administration. All agents for commission, engineers for commission. All the senior agents, advisers and chiefs of the sections and sub-sections.

2. With the aim of ensuring the normal functioning of the Railway, the Government of the Union of Soviet Socialist Republics agree to place at the disposal of the new administration the following persons from among the senior members of the administration of the Railway who are citizens of the Union of Soviet Socialist Republics as advisers for one month from the date of the coming into force of the present Agreement:

1111

(A) The general manager of the Administration.

(B) The manager of General Affairs Office of the Administration.

(C) The manager of the Motive Power Department of the Administration.

(D) The chief of the Financial Department of the Administration.

(E) The manager of the Commercial Department of the Administration.

3. At any time after the coming into force of the present Agreement, the Government of Manchoukuo may dismiss any or all of the following persons:

- (A) All the chiefs of railway sections, stations and depots.
- (B) The chiefs of all the following auxiliary enterprises of the Railway:
 - a. Forest concessions and lumbering.
 - b. Coalmines.
 - c. Power stations.
 - d. Printing plant.
 - e. Auxiliary enterprises of the Commercial Department.
 - f. Nursery and green-houses in Harbin.
 - g. Main workshops of the Ways Department.
 - h. Wool-washing works and hydro-loading works.
 - i. Water works in Harbin.

1111

- j. Soft-drinks factory.
- k. Saw-mill.
- l. Gradations of beans.
- m. Waste-cleaning works.
- n. Grand Hotel.
- o. Health resorts and sanatoria.
- p. Hospitals and clinics.
- q. Library.
- r. Economic Bureau.

4. The persons referred to in Section 1 of the present Article shall have the right to remain in Manchoukuo and to retain their railway lodgings for one month after the coming into force of the present Agreement.

The persons referred to in Section 2 of the present Article shall have the right to remain in Manchoukuo and to retain their railway lodgings for two months after the coming into force of the present Agreement.

Those persons who have been dismissed by virtue of Section 3 of the present Article shall have the right to receive their regular salary for one month from the date of their dismissal. They shall have the right to remain in Manchoukuo and to

retain their railway lodgings for two months from the date of their dismissal.

ARTICLE IV.

The Government of Manchoukuo shall succeed to the assets and liabilities of the North Manchuria Railway (Chinese Eastern Railway) in accordance with the list of assets and liabilities of the Railway as on December 31st, 1933, presented by the Delegation of the Government of the Union of Soviet Socialist Republics on March 22nd, 1934, to the Delegation of the Government of Manchoukuo through the Minister for Foreign Affairs of Japan, as supplemented by the lists which were made on March 17 and March 21, 1935, in order to show the changes sustained by the assets and liabilities included in the first list from the date of the first list up to the date of the last list and also to show the new assets and liabilities which have arisen on and after January 1st, 1934.

It is agreed that the provisions of Section 4, Article IX of the Agreement on General Principles for the Settlement of the Questions between the Union of Soviet Socialist Republics and the Republic of China signed at Peking on May 31st, 1924, and those of Section 3, Article I of the Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the Autonomous Three

1745

Eastern Provinces of the Republic of China signed at Mukden on September 20th, 1924, shall remain in force.

11K

ARTICLE V.

The Government of the Union of Soviet Socialist Republics shall have the right to maintain the following property for the use of their Consulate General in Harbin in the form of a permanent and rent-free lease:

a. The land and buildings now occupied by the said Consulate General:

Locality: Yio-Ching-Kai, Chin-Chia-Kang.

Area: 14,873.68 square metres.

Buildings:

Office, No. 1049; 2,174.90 square metres.

Residence, No. 1047; 685.37 square metres.

Residence, No. 1048; 1,447.61 square metres.

Garage and its annex, No. 1051; 245.88 square metres.

Guard-room, No. 1052; 38.90 square metres.

b. The land and building now occupied by the officials of the said Consulate General:

1745

Locality: Hai-Cheng-Kai, Chin-Chia-Kang.

Area: 2,530 square metres.

Building: No. 934; 258.51 square metres.

The following property shall be leased rent-free and sine die to the Consul General of the Union of Soviet Socialist Republics in Harbin on the day of the coming into force of the present Agreement, and shall immediately thereafter be placed and remain under the occupation and management of the community of the citizens of the Union of Soviet Socialist Republics in Harbin to be used solely for the purposes prescribed hereunder:

a. The 17th School of the North Manchuria Railway (Chinese Eastern Railway), situated at No. 35, Shang-Wu-Kai, Tao-Li, Harbin, with all the buildings and property to be found there, to be used for the elementary and secondary education of the said community.

b. The land known under No. 949, at the corner of Kao-Shi-Kai and Ching-Cha-Kai, Tao-Li, Harbin, with all the buildings on it, which are to be used in the future as a hospital.

Within one month from the date of the coming into force of the present Agreement, a library shall be selected, for the use of the above-mentioned 17th School,

11P

30

IMT 391

31

IMT 392

1745

from the books of the North Manchuria Railway (Chinese Eastern Railway) Library in Harbin, by mutual agreement between the local authorities of Manchoukuo and the Consul General of the Union of Soviet Socialist Republics in Harbin. The books so selected shall be transferred to the said School.

11R

ARTICLE VI.

The properties occupied by the North Manchuria Railway (Chinese Eastern Railway) which are claimed by the Government of the Union of Soviet Socialist Republics as belonging to them and not to the Railway, and the properties existing in the territory of the Union of Soviet Socialist Republics which are claimed by the Government of Manchoukuo as belonging to the North Manchuria Railway (Chinese Eastern Railway), are regarded as having been mutually renounced by respective Governments in favour of the other Government, and neither Government shall in future raise against the other Government any demand concerning the said properties. The above provisions shall not apply to the properties (buildings and their sites and other railway properties) of the Trans-baikal Railway now existing at Manahuli, and the properties of the Ussuri Railway now existing at Suifenho, which are actually

IMT 391

32

1745

occupied respectively by the said two Railways and shall remain their property under their management.

ARTICLE VII.

Out of the sum of one hundred and forty million (140,000,000) yen in Japanese currency referred to in Article I of the present Agreement, the sum of forty-six million seven hundred thousand (46,700,000) yen shall be paid in cash in accordance with the provisions of Article VIII of the present Agreement, and the settlement for the remaining sum of ninety-three million three hundred thousand (93,300,000) yen shall be effected in the form of payments made by the Government of Manchoukuo for goods delivered to the Government of the Union of Soviet Socialist Republics in accordance with the provisions of Article IX of the present Agreement.

33

ARTICLE VIII.

Out of the sum of forty-six million seven hundred thousand (46,700,000) yen to be paid in cash in accordance with the provisions of Article VII of the present Agreement, the sum of twenty-three million three hundred thousand (23,300,000) yen shall be paid simultaneously with the signing of the present Agreement.

11R

IMT 391

The remaining sum of twenty-three million four hundred thousand (23,400,000) yen as well as the simple interest at the rate of three per cent. per annum is to be paid by the Government of Manchoukuo to the Government of the Union of Soviet Socialist Republics in the form of the Treasury Bonds of the Government of Manchoukuo. The Said Treasury Bonds are to be issued of the following amounts and mature on the dates indicated hereunder: six million three hundred and seventy-six thousand five hundred (6,376,500) yen maturing on December 23rd, 1935; six million two hundred and forty-four thousand eight hundred and seventy-five (6,244,875) yen maturing on September 23rd, 1936; six million one hundred and thirteen thousand two hundred and fifty (6,113,250) yen maturing on June 23rd, 1937; five million nine hundred and eighty-one thousand six hundred and twenty-five (5,981,625) yen maturing on March 23rd, 1938. The Treasury Bonds of the Government of Manchoukuo mentioned above are to be issued in favour of the Government of the Union of Soviet Socialist Republics and are to be delivered by the Representative of the Government of Manchoukuo to the Representative of the Government of the Union of Soviet Socialist Republics simultaneously with the signing of the present Agreement, and shall be paid at the Industrial Bank of Japan, Ltd.

In case the exchange rate of the yen in terms of the Swiss franc calculated on

the basis of the respective exchange rates of the yen and the Swiss franc in London on the day before the date of payment of any of the second and subsequent instalments provided for in the present Article should be lower or higher by eight per cent. or more in comparison with the exchange rate of the yen in terms of the Swiss franc as calculated on the basis of the respective exchange rates of the yen and the Swiss franc in London on the date of the coming into force of the present Agreement, the amount of the said instalment shall be increased or reduced, as the case may be, so that the value in Swiss francs of the instalment shall be the same as it is on the date of the coming into force of the present Agreement.

In case the present gold parity of the Swiss franc (one Swiss franc being equivalent to nine thirty-firsts of one gram of fine gold) should be altered or in case the convertibility of the Swiss franc into gold should be suspended, the following method shall be adopted in place of the method provided for in the preceding paragraph.

In case the weight of fine gold whose value, when calculated on the basis of the price of gold and the exchange rate of the yen in London on the day before the date of payment of any of the second and subsequent instalments provided for in the present Article, is equal to the amount of the instalment, should be less or more by eight per cent. or more in comparison with the weight of fine gold whose value, when

III
 calculated on the basis of the price of gold and the exchange rate of the yen in London on the date of the coming into force of the present Agreement, is equal to the said instalment, the amount of the instalment shall be increased or reduced, as the case may be, so that the value in fine gold of the instalment shall be the same as it is on the date of the coming into force of the present Agreement.

ARTICLE IX.

The settlement for the sum of ninety-three million three hundred thousand (93,300,000) yen, to be effected in the form of payments made by the Government of Manchoukuo for the goods delivered to the Government of the Union of Soviet Socialist Republics, as provided for in Article VII of the present Agreement, shall be executed in the following manner:

1. The Trade Representation of the Union of Soviet Socialist Republics in Japan will make contracts for the purchase of goods produced or manufactured in Manchoukuo or Japan, with the subjects or juridical persons of either of these two countries, up to the sum of ninety-three million three hundred thousand (93,300,000) yen indicated in Article VII within the period of six months from the date of the coming into force of the present Agreement. The delivery of the goods thus pur-

chased shall be effected to the Trade Representation in Japan by the above-mentioned subjects or juridical persons within the period of three years from the date of the coming into force of the present Agreement in accordance with the terms of the contracts concerned, it being understood that the goods so delivered in the course of each of the six equal periods of six months constituting the said three years shall not exceed in value the sum of thirty-one million one hundred thousand (31,100,000) yen and that the total amount of the goods delivered in the course of each of the three equal periods of one year constituting the said three years shall not exceed in value the sum of thirty-one million one hundred thousand (31,100,000) yen.

2. The terms of payment for the goods shall be arranged in such a way that for each such period of six months in the course of the said three years the Government of Manchoukuo shall make payment not exceeding the sum of fifteen million five hundred and fifty thousand (15,550,000) yen for the delivery of the goods mentioned in the foregoing Section and in case any balance of that sum shall for any reason remain unpaid at the end of any such period of six months, such balance shall be paid off during the next six months and so on, so that the whole sum of ninety-three million three hundred thousand (93,300,000) yen shall be paid off by the end of the said three years.

1745

三三

3. It is agreed that should the above-mentioned contracts not be concluded within the period of six months after the coming into force of the present Agreement, the Trade Representation shall have the right to make such contracts after the expiration of the said period of six months, and further that, should any of the parties other than the Trade Representation to the contracts concluded in accordance with the foregoing provisions of the present Article fail to carry out such contracts or to fulfil such contracts in a proper manner for which reason these contracts are abrogated, the Trade Representation shall in each case have the right to conclude fresh contracts with other subjects or juridical persons of Manchoukuo or Japan, in which case the latter contracts may provide for the payment for and the delivery of the goods to be effected after the three years' term above mentioned.

4. The contracts mentioned in the present Article shall be concluded either c.i.f. or f.o.b. at the choice of the Trade Representation and shall provide for payments in cash for goods by the Government of Manchoukuo.

5. When the Trade Representation have concluded a contract for the purchase of goods with the subjects or juridical persons of Manchoukuo or Japan, the Trade Representation shall give the Financial Attaché to the Legation of Manchoukuo in Japan a résumé of the contract, mentioning the names of the parties to the contract,

IMT 391

38

1745

一

the description, place of origin and quantity of the goods, the total amount of the sums to be paid, the date and place of delivery of the goods and of the payment therefore, as well as any other terms of the payment and delivery, including any provisions for payment in advance. The said résumé shall be attested by both parties to the contract. Besides this, so far as circumstances permit, certificates of origin issued by any chamber of commerce and industry in Manchoukuo or Japan in respect of the goods, or by any other organization authorized to issue such certificates by the Government of either of these two countries, shall be presented to the Financial Attaché by the seller of the goods.

The Financial Attaché, upon receipt of the résumé of the contract, provided its contents do not conflict with the provisions of the present Article, shall notify, not later than within seven days thereafter, the Trade Representation and the seller of the goods concerned to the effect that the Government of Manchoukuo undertake to effect payment for the goods in conformity with the said résumé of the contract.

For the purpose of obtaining a settlement of his accounts the seller of the goods shall hand to the Trade Representation the document entitling the Trade Representation to dispose of the said goods (bill of lading, invoice etc.)

三三

IMT 391

39

The Financial Attaché, upon receipt of the notification given by the Trade Representation to the effect that the delivery of the goods referred to in the résumé of the contract has been accomplished, shall issue a cheque to order drawn with the Industrial Bank of Japan, Ltd. as payer, the seller of the goods as payee and the price of the goods as its face amount, and shall deliver it to the seller on the date of payment, and, in case the presentation of the certificates of origin of the goods above referred to shall have been prevented at the time of presentation of the résumé of the contract, against such certificates. The seller of the goods shall give a receipt for the said cheque. Payment in advance to the seller of the goods may be effected in a similar manner by the Financial Attaché in conformity with the résumé of the contract against the advice of the Trade Representation to the effect that such payment shall be made.

6. It is understood that in the present Article the term "goods manufactured in Manchoukuo or Japan" indicates goods manufactured within either of the said two countries from raw materials imported from any other countries as well as from raw materials produced in either and that the term "juridical persons of Manchoukuo or Japan" indicates the juridical persons which are or may be incorporated in accordance with the law of Manchoukuo or Japan respectively.

ARTICLE X.

1. Three months' notice shall be given to each of the employees of the North Manchuria Railway (Chinese Eastern Railway), other than those indicated in the provisions of Article III of the present Agreement, who are citizens of the Union of Soviet Socialist Republics and whom the Government of Manchoukuo may desire to dismiss from reasons of convenience on the part of the Government of Manchoukuo after the coming into force of the present Agreement.

2. Employees of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics and who may be dismissed shall have the right to remain in Manchoukuo for two months after their dismissal in order to dispose of their personal affairs.

3. Employees of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics shall continue in the full enjoyment of their rights in movable and immovable property in accordance with the laws of Manchoukuo.

4. Employees of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics shall enjoy the full right

to dispose of their property in accordance with the laws of Manchoukuo and to carry their property out of Manchoukuo either in its original form or in its money equivalent in any foreign currency.

5. Employees of the North Manchuria Railway (Chinese Eastern Railway), who are citizens of the Union of Soviet Socialist Republics and who have retired through dismissal or of their own accord and who leave for the territory of the Union of Soviet Socialist Republics within two months after their retirement, shall be granted the privilege of free transport over the North Manchuria Railway (Chinese Eastern Railway) for themselves, their families, and their personal and household effects either to the station of Manchuli or to the station of Suifenhao, at their own option.

ARTICLE XI.

1. The various descriptions of retiring allowances and payments—(discharge allowances and other sums due to employees in respect of service on the Railway, employees' savings in the Relief Savings Association and the payments additional thereto on the part of the Railway including interest, pensions and block grants in accordance with the regulations of the Relief Savings Association, as well as pensions

and compensations for personal injuries according to the "Regulations of 1912 relating to the indemnification of persons who have met with accidents")—to employees of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics and who may be dismissed or may retire of their own accord after the coming into force of the present Agreement, so far as such allowances and payments are in respect of the period before the coming into force of the present Agreement, shall be individually reckoned and paid out in accordance with the regulations of the North Manchuria Railway (Chinese Eastern Railway) in force up to the date of the coming into force of the present Agreement, as modified by the provisions of the present Article.

Note. Discharge allowances for the period up to November 11th, 1930, are to be paid according to the rates existing up to November 11th, 1930.

2. Employees who are citizens of the Union of Soviet Socialist Republics and who are dismissed or retire of their own accord after the coming into force of the present Agreement shall be considered as employees who have been dismissed as the result of the abolition of offices, so far as concerns the calculation of the various descriptions of retiring allowances and payments.

1745

FO

3. Discharge allowances and other payments relative to service concerning the Railway, and compensations for injuries sustained in such service, as well as savings and the prescribed interest thereon, shall be paid within a fortnight from the day of dismissal or retirement, provided that in respect of persons who shall be dismissed, half the amount of such savings shall be paid within two months from the date of the notice of such dismissal.

The block grants to persons who have been in the service of the Railway for less than ten years as well as payments additional to savings together with the prescribed interest thereon shall be paid in four equal instalments within two years from the date of dismissal or retirement. The first instalment shall be paid within a fortnight and the second instalment at the end of a year after the date of dismissal or retirement, and the third and the fourth instalments shall be paid at the end respectively of six and twelve months after the payment of the second instalment. As regards the last three of these instalments, the Government of Manchoukuo shall issue bonds for the amounts due drawn up in the name of the respective persons and maturing on the dates prescribed above. These bonds shall be delivered to the respective recipients simultaneously with the payment of the first instalment above referred to and shall not be transferred thereafter to any other person.

IMT 391

44

1745

Persons who have been in the service of the Railway for ten years or more shall be deemed entitled to pensions without undergoing the examination of their working efficiency, and the said pensions, instead of being paid annually, shall be paid in a block grant, that is to say, a sum eight and a half times the sum payable annually in respect of a pension shall be paid to the recipient in four equal instalments in the course of two years, in accordance with the provisions of the preceding paragraph.

Note. 1. The examination of the working efficiency of employees who have been in the service of the Railway for less than ten years will be effected according to the regulations of the North Manchuria Railway (Chinese Eastern Railway) in force up to the date of the coming into force of the present Agreement.

Note. 2. Pensions for personal injuries, instead of being paid annually, shall be paid in block grants, that is to say, a sum eight and a half times the sum payable annually shall be paid to the recipients in the same manner as for persons who have been in the service of the Railway for ten years or more.

4. Employees of the North Manchuria Railway (Chinese Eastern Railway) who are in debt to the Railway shall have the sum of their indebtedness deducted from the various descriptions of retiring allowances and other payments due to them.

BI

IMT 391

45

5. The various descriptions of retiring allowances and payments shall be paid in the currency of Manchoukuo at the exchange rate against the rouble of the North Manchuria Railway (Chinese Eastern Railway) existing at the date of the coming into force of the present Agreement and applied by the said Railway for settlements with their employees. The recipients of these retiring allowances and payments shall be allowed to remit the converted it into foreign currency.

6. The various descriptions of retiring allowances and payments and the bonds of the Government of Manchoukuo shall be paid or delivered to the legal recipients direct, but persons who have returned to the territory of the Union of Soviet Socialist Republics can empower the Consul General of the Union of Soviet Socialist Republics in Harbin or any other person to receive them. Persons who have given such authority shall at the same time the North Manchuria Railway (Chinese Eastern Railway) to that effect.

7. Those persons who have retired before the coming into force of the present Agreement and are now being paid pensions shall continue to receive the pensions as previously in accordance with the regulations of the North Manchuria Railway (Chinese Eastern Railway) in force up to the date of the coming into force of the present Agreement, irrespective of whether the said regulations shall remain in force, be modified or abrogated thereafter. In this case Section 5 of the present Article shall

be applied as regards the exchange rate against the rouble of the North Manchuria Railway (Chinese Eastern Railway), and, in case the legal recipients should be returning or should have returned to the territory of the Union of Soviet Socialist Republics, as regards remittances to other countries.

8. The sums which are to be paid out by the Administration or the Relief Savings Association of the North Manchuria Railway (Chinese Eastern Railway) to employees who are citizens of the Union of Soviet Socialist Republics and of which neither the legal recipients nor their proxies or successors have demanded payment up to the date of the coming into force of the present Agreement, shall be disposed of in accordance with the regulations of the North Manchuria Railway (Chinese Eastern Railway) in force up to the date of the coming into force of the present Agreement.

9. Employees who have been dismissed or have retired after the coming into force of the present Agreement shall, during a period of one month from the date of their dismissal or retirement, retain their full rights with regard to their railway lodgings under the same conditions as before.

ARTICLE XII.

It is understood that the term 'North Manchuria Railway (Chinese Eastern

四一

“Railway” includes all the rights, enterprises and properties appurtenant thereto.

■

ARTICLE XIII.

The Governments of Manchoukuo and the Union of Soviet Socialist Republics, with a view to promote and facilitate the intercourse and traffic between the two countries, shall conclude, within three months from the date of the coming into force of the present Agreement, a separate agreement which will provide for the settlement of questions concerning the conveyance of passengers, luggage and goods in transit, direct service for passengers, luggage and goods between railway stations of the Union of Soviet Socialist Republics and those of the North Manchuria Railway (Chinese Eastern Railway), and also, technical conditions permitting, direct services without reloading of goods between the Ussuri Railway and the North Manchuria Railway (Chinese Eastern Railway) via the station of Suifenho.

Within the period of the said three months, the two Governments shall conclude another separate agreement which will provide for telegraphic connection between the telegraphic lines hitherto operated by the North Manchuria Railway (Chinese Eastern Railway) and those of the Union of Soviet Socialist Republics.

ARTICLE XIV.

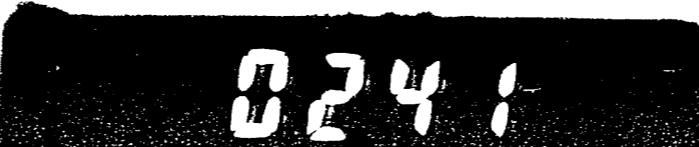
The present Agreement shall come into force on the date of its signature.

In witness whereof the respective Plenipotentiaries have signed the present Agreement have affixed thereto their seals.

Done in duplicate in the English language in the City of Tokyo, this twenty-third day of the third month of the second year of Kangte, corresponding to the 23rd day of March, 1935.

- (L. S.) W. S. Y. Ting
- (L. S.) Chuichi Ohashi
- (L. S.) Wu Tse-Sheng
- (L. S.) C. C. Yourenoff
- (L. S.) B. I. Kozlovsky
- (L. S.) S. M. Kuznetsoff

■



(右邦譯文)

北滿鐵道(東支鐵道)ニ關スル「ソヴェエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ滿洲國「ソヴェエト」社會主義共和國聯邦間協定

滿洲國及「ソヴェエト」社會主義共和國聯邦ハ北滿鐵道(東支鐵道)問題ヲ解決シ以テ極東ニ於ケル平和ノ擁護ニ貢獻センコトヲ希望シ北滿鐵道(東支鐵道)ニ關スル「ソヴェエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ協定ヲ締結スルコトニ決シ之ガ爲左ノ如ク其ノ全權委員ヲ任命セリ
滿洲國政府
日本國駐劄特命全權公使丁士源
外交部次長大橋忠一
北滿鐵道(東支鐵道)督辦公署參贊烏澤聲

「ソヴェエト」社會主義共和國聯邦政府
「ソヴェエト」社會主義共和國聯邦中央執行委員會委員及日本國駐劄「ソヴェエト」社會主義

共和國聯邦全權代表「コンスタンチン、コンスタンチノヴイッチ、ユーレネフ」
外務人民委員部局長「ベネヂクト、イグナチエヴイッチ、カズロフスキー」
北滿鐵道(東支鐵道)副理事長「ステパン、マトヴイエヴイッチ、クズネツォフ」
右各全權委員ハ互ニ其ノ全權委任狀ヲ示シ之ガ良好妥當ナルヲ認メタル後左ノ諸條ヲ協定セリ

第一條

「ソヴェエト」社會主義共和國聯邦政府ハ同政府ガ北滿鐵道(東支鐵道)ニ關シテ有スル一切ノ權利ヲ滿洲國政府ニ讓渡スベク滿洲國政府ハ右ニ對スル代償トシテ日本國通貨一億四千萬(一四〇、〇〇〇、〇〇〇)圓ノ額ヲ「ソヴェエト」社會主義共和國聯邦政府ニ支拂フベシ

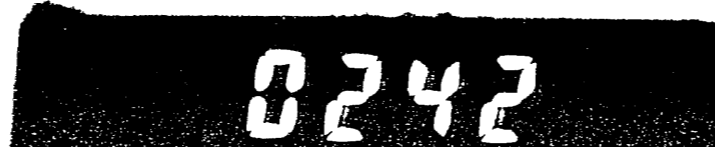
第二條

北滿鐵道(東支鐵道)ニ關スル「ソヴェエト」社會主義共和國聯邦政府ノ一切ノ權利ハ本協定實施ト同時ニ滿洲國政府ニ移轉スベク且之ト同時ニ北滿鐵道(東支鐵道)ハ滿洲國政府ノ完全ナル占有及單獨ノ管理ノ下ニ置カルベキモノトス

第三條

一 本協定實施ト同時ニ「ソヴェエト」社會主義共和國聯邦人民タル北滿鐵道(東支鐵道)管理機

四七



1745

關ノ高級職員ハ其ノ職ヲ解カルベシ右鐵道管理機關ノ右高級職員ハ其ノ管掌セル記録、帳簿、文書及書類ヲ種類ノ如何ヲ問ハズ總テ右鐵道ノ新管理機關ニ於ケル夫々ノ後任者ニ引渡スベシ本條ニ使用セララルル「北滿鐵道(東支鐵道)管理機關ノ高級職員」ナル語ハ左ノ者ヲ表示スルモノトス

四八

52

- (甲) 各理事及監事
- (乙) 管理局長及副管理局長
- (丙) 稽核局副局長
- (丁) 理事會、監事會、稽核局及管理局ノ各處長及副處長、各特務委員及特務工程師、各科及各分科ノ高等委員、顧問、科長及分科長
- 二 右鐵道ノ平常ノ機能ヲ確保スル目的ヲ以テ「ソヴエト」社會主義共和國聯邦政府ハ「ソヴエト」社會主義共和國聯邦人民タル右鐵道管理機關ノ高級職員中ヨリ左ノ者ヲ本協定實施ノ日ヨリ一月間顧問トシテ新管理機關ノ用ニ供スルコトニ同意ス
- (甲) 管理局長
- (乙) 管理局總務處長

IMT 391

1745

- (丙) 管理局總務處長
- (丁) 管理局財務處長
- (戊) 管理局商務處長
- 三 本協定實施後ニ於テハ何時ニテモ滿洲國政府ハ左ノ者ノ何レカ又ハ全部ヲ解雇スルコトヲ得
- (甲) 鐵道管區、停車場及機關庫ノ各主任
- (乙) 右鐵道ノ左記各附帶事業ノ主任
 - イ 林區及伐出作業
 - ロ 炭坑
 - ハ 發電所
 - ニ 印刷所
 - ホ 商務處附帶事業
 - ヘ 在哈爾濱苗圃及溫室
 - ト 總工廠
 - チ 洗毛工場及水壓梱包工場

四九

IMT 391

53

リ 哈爾濱水道
 ス 清涼飲料製造工場
 ル 製材所
 ヲ 大豆混合保管業
 ヲ 層物淨化工場
 カ 「グラント、ホテル」
 ヨ 休養所及療養所
 タ 病院及診療所
 レ 圖書館
 ソ 經濟調査局

四 本條一ニ掲ゲラルル者ハ本協定實施後一月間滿洲國ニ留リ且其ノ鐵道宿舍ヲ保持スルノ權利ヲ有スベシ

本條二ニ掲ゲラルル者ハ本協定實施後二月間滿洲國ニ留リ且其ノ鐵道宿舍ヲ保持スルノ權利ヲ有スベシ

本條三ニ依リ解雇セラレタル者ハ解雇ノ日ヨリ一月間正規ノ俸給ヲ受クルノ權利ヲ有スベシ右ノ者ハ解雇ノ日ヨリ二月間滿洲國ニ留リ且其ノ鐵道宿舍ヲ保持スルノ權利ヲ有スベシ

第四條

滿洲國政府ハ千九百三十四年三月二十二日「ソグヰエト」社會主義共和國聯邦政府ノ代表部ガ日本國外務大臣ヲ通ジテ滿洲國政府ノ代表部ニ提出シタル北滿鐵道（東支鐵道）ノ千九百三十三年十二月三十一日現在ノ資産及負債表ニ基キ右鐵道ノ資産及負債ヲ繼承スベシ尤モ右表ハ之ニ掲ゲラレタル資産及負債ガ同表ノ日附ヨリ最後ノ表ノ日附ニ至ル迄ニ受ケタル變化ヲ示ス爲且千九百三十四年一月一日及其ノ後發生シタル新ナル資産及負債ヲ示ス爲千九百三十五年三月十七日及三月二十一日作成セラレタル表ニ依リ補足セラレタルモノトス

千九百二十四年五月三十一日北京ニ於テ署名セラレタル「ソグヰエト」社會主義共和國聯邦及支那共和國間諸問題ノ解決ノ爲ノ大綱ニ關スル協定第九條(四)ノ規定及千九百二十四年九月二十日奉天ニ於テ署名セラレタル「ソグヰエト」社會主義共和國聯邦政府及支那共和國東三省自治政府間ノ協定第一條(三)ノ規定ハ引續キ有效ナルモノトス

第五條

「ソヴィエト」社會主義共和國聯邦政府ハ在哈爾濱同聯邦總領事館用トシテ左ノ財産ヲ永久且無償
ノ貸付ニ依リ維持スルノ權利ヲ有スベシ
イ 現在右總領事館ニ依リ占有セラレ居ル土地及建物
所在地 秦家崗耀景街
面積 一四、八七三・六八平方メートル

建物 事務所第千四十九號 二、一七四・九〇平方メートル

官舎第千四十七號 六八五・三七平方メートル

官舎第千四十八號 一、四四七・六一平方メートル

自動車庫及附屬家屋第千五十一號 二四五・八八平方メートル

守衛詰所第千五十二號 三八・九〇平方メートル

現在右總領事館ノ職員ニ依リ占有セラレ居ル土地及建物
所在地 秦家崗海城街

面積 二、五三〇平方メートル

建物 第九百三十四號 二五八・五一平方メートル

左ノ財産ハ本協定實施ノ日ニ於テ在哈爾濱「ソヴィエト」社會主義共和國聯邦總領事ニ對シ無償
且無期限ニテ貸付ラルベク左ニ定ムル目的ニノミ使用セララル爲直ニ在哈爾濱「ソヴィエト」社會
主義共和國聯邦居留民團ノ占有及管理ノ下ニ置カルベシ

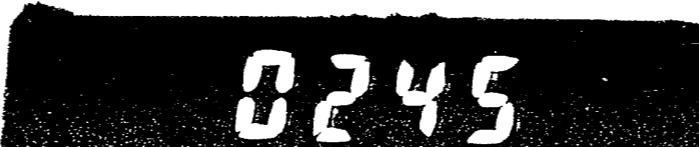
イ 右居留民團ノ初等及中等教育ノ爲ニ使用セララルベキ哈爾濱道裡商務街第三十五號ニ在ル北滿
鐵道(東支鐵道)第四學校並ニ同所所在ノ建物及財産

ロ 第九百四十九號ノ番號ニテ知ラレ居ル土地(哈爾濱道裡高士街ト警察街トノ角)及右土地ニ
在ル一切ノ建物ニシテ將來病院トシテ使用セララルベキモノ

本協定實施ノ日ヨリ一月以内ニ在哈爾濱北滿鐵道(東支鐵道)圖書館ノ藏書中ヨリ滿洲國ノ地方
官憲ト在哈爾濱「ソヴィエト」社會主義共和國聯邦總領事トノ合意ニ依リ前記第四學校用トシテ圖
書ヲ選定スベシ斯ク選定セラレタル圖書ハ右學校ニ讓渡セララルベキモノトス

第六條

北滿鐵道(東支鐵道)ニ依リ占有セララルル財産ニシテ「ソヴィエト」社會主義共和國聯邦政府ニ
依リ同政府ニ屬シ且右鐵道ニ屬セズト主張セララルモノ及「ソヴィエト」社會主義共和國聯邦ノ



五四
領域内ニ在ル財産ニシテ滿洲國政府ニ依リ北滿鐵道(東支鐵道)ニ屬スト主張セラルルモノハ夫々ノ政府ニ依リ互ニ他方ノ政府ノ爲ニ拋棄セラレタルモノト看做サレ將來何レノ政府モ右財産ニ關シ他方ノ政府ニ對シテ何等ノ要求ヲ提起セザルベシ
右規定ハ現在滿洲里ニ在ル「トランスバイカル」鐵道ノ財産(建物及其ノ敷地並ニ他ノ鐵道財産)及現在綏芬河ニ在ル「ウンスリー」鐵道ノ財産ニシテ現ニ夫々右兩鐵道ニ依リ占有セラレ且右鐵道ノ管理下ニ於テ其ノ財産トシテ殘ルベキモノニハ適用セラレザルベシ

第七條

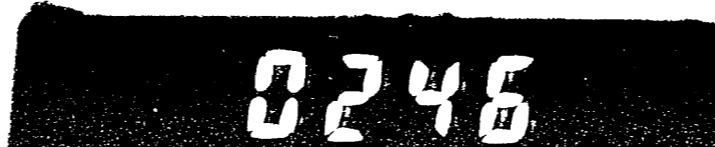
本協定第一條ニ掲ゲラルル日本國通貨一億四千萬(一四〇、〇〇〇、〇〇〇)圓ノ額ノ中四千六百七十萬(四六、七〇〇、〇〇〇)圓ノ額ハ本協定第八條ノ規定ニ從ヒ現金ニテ支拂ハルベク殘額九千三百三十萬(九三、三〇〇、〇〇〇)圓ノ決濟ハ本協定第九條ノ規定ニ從ヒ「ソグイエト」社會主義共和國聯邦政府ニ引渡サル物品ニ對スル滿洲國政府ノ支拂ヲ以テ行ハルベシ

第八條

本協定第七條ノ規定ニ從ヒ現金ニテ支拂ハルベキ四千六百七十萬(四六、七〇〇、〇〇〇)圓ノ額ノ中二千三百三十萬(二三、三〇〇、〇〇〇)圓ノ額ハ本協定ノ署名ト同時ニ支拂ハルベシ

殘額二千三百四十萬(二三、四〇〇、〇〇〇)圓及年三分ノ單利ハ滿洲國政府ノ國庫證書ヲ以テ滿洲國政府ヨリ「ソグイエト」社會主義共和國聯邦政府ニ支拂ハルベシ右國庫證書ハ後記ノ額ニテ後記ノ日ヲ支拂期日トシテ發行セラレベシ即チ千九百三十五年十二月二十三日ヲ支拂期日トスル六百三十七萬六千五百(六、三七六、五〇〇)圓、千九百三十六年九月二十三日ヲ支拂期日トスル六百二十四萬四千八百七十五(六、二四四、八七五)圓、千九百三十七年六月二十三日ヲ支拂期日トスル六百一十一萬三千二百五十(六、一一三、二五〇)圓、千九百三十八年三月二十三日ヲ支拂期日トスル五百九十八萬千六百二十五(五、九八一、六二五)圓 前記ノ滿洲國政府ノ國庫證書ハ「ソグイエト」社會主義共和國聯邦政府ノ爲ニ發行セラレ且本協定ノ署名ト同時ニ滿洲國政府ノ代表者ヨリ「ソグイエト」社會主義共和國聯邦政府ノ代表者ニ交付セラレベク株式会社日本興業銀行ニ於テ支拂ハルベシ
本條ニ規定セララルル第二回及其ノ後ノ各割賦金ノ支拂期日ノ前日ノ「ロンドン」ニ於ケル圓及瑞西「フラン」ノ各爲替相場ニ基キ算出セララルル瑞西「フラン」ニテ示サル圓ノ爲替相場ガ本協定實施ノ日ノ「ロンドン」ニ於ケル圓及瑞西「フラン」ノ各爲替相場ニ基キ算出セララルル瑞西「フラン」ニテ示サル圓ノ爲替相場ニ比較シテ八分以上低キカ又ハ高キトキハ前記割賦金ノ額ハ瑞

五五



西「フラン」ニテ示サレル割賦金ノ價值ヲ本協定實施ノ日ニ於ケルモノト同一ナラシムルガ如ク
場合ニ應ジテ増加又ハ減少セラルベシ
瑞西「フラン」ノ現在ノ金平價（「瑞西「フラン」ハ純金一グラムノ三十一分ノ九ニ相當ス）ガ
變更セラレ又ハ瑞西「フラン」ノ金兌換ガ停止セララルトキハ前項ニ規定セララルル方法ニ代リ左
ノ方法ガ採用セララルベシ

五六

本條ニ規定セララルル第二回及其ノ後ノ各割賦金ノ支拂期日ノ前日ノ「ロンドン」ニ於ケル金ノ價格
及圓ノ爲替相場ニ基キ算出シテ當該割賦金ノ額ニ等シキ價值ヲ有スル純金ノ重量ガ本協定實施ノ
日ノ「ロンドン」ニ於ケル金ノ價格及圓ノ爲替相場ニ基キ算出シテ右割賦金ニ等シキ價值ヲ有スル
純金ノ重量ニ比較シテ八分以上少キカ又ハ多キトキハ右割賦金ノ額ハ純金ニテ示サラルル割賦金ノ
價值ヲ本協定實施ノ日ニ於ケルモノト同一ナラシムルガ如ク場合ニ應ジテ増加又ハ減少セラルベシ

第九條

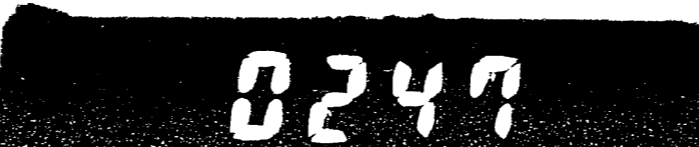
本協定第七條ニ規定セララルル通「ソヴィエト」社會主義共和國聯邦政府ニ引渡サルル物品ニ對ス
ル滿洲國政府ノ支拂ヲ以テ行ハルベキ九千三百三十萬（九三、三〇〇、〇〇〇）圓ノ額ノ決済ハ左
ノ方法ニ依リ行ハラルベシ

一 在日本國「ソヴィエト」社會主義共和國聯邦通商代表部ハ本協定實施ノ日ヨリ六月ノ期間内
ニ第七條ニ掲ゲラルル九千三百三十萬（九三、三〇〇、〇〇〇）圓ノ額ニ達スル迄滿洲國又ハ日
本國ニ於テ生産又ハ製造セララルル物品ノ購入ニ關スル契約ヲ右兩國ノ臣民又ハ法人
ト締結スベシ斯ク購入セララルル物品ハ當該契約ノ條件ニ從ヒ本協定實施ノ日ヨリ三年ノ期
間内ニ前記臣民又ハ法人ニ依リ日本國ニ在ル通商代表部ニ引渡サルベシ右三年ヲ構成スル六箇
ノ各六月均分期間ニ於テ斯ク引渡サルル物品ハ價格ニ於テ三千百十萬（三一、一〇〇、〇〇〇）
圓ヲ超エザルモノトシ且右三年ヲ構成スル三箇ノ各一年均分期間ニ於テ引渡サルル物品ノ總量
ハ價格ニ於テ三千百十萬（三一、一〇〇、〇〇〇）圓ヲ超エザラルベシ

二 物品ニ對スル支拂條件ハ右三年ニ於ケル各六月均分期間ニ滿洲國政府ガ前項ニ掲ゲラルル物
品ノ引渡ニ付千五百五十五萬（一五、五五〇、〇〇〇）圓ヲ超エザル支拂ヲ爲スベク又右ノ額ノ中
何等カノ理由ニ依リ六月均分期間ノ終ニ於テ支拂ハレザリシ差額ヲ存シタル場合ニハ右差額ハ
次ノ六月間ニ於テ支拂ハラルベク以下之ニ準ジ斯クシテ九千三百三十萬（九三、三〇〇、〇〇〇）
圓ノ全額ガ右三年ノ終迄ニ支拂ハラルガ如ク定メラルベシ

三 前記契約ガ本協定實施後六月ノ期間内ニ締結セラレザルトキハ通商代表部ハ右六月ノ期間ノ

五七



満了後右契約ヲ爲スノ權利ヲ有スベク尙本條ノ前記規定ニ從ヒ締結セラレタル契約ノ通商代表部以外ノ當事者ノ何レカガ契約ヲ履行セズ又ハ正當ニ契約ヲ履行セズ之ガ爲該契約ガ廢棄セラレトキハ通商代表部ハ各場合ニ於テ滿洲國又ハ日本國ノ他ノ臣民又ハ法人ト新ナル契約ヲ締結スル權利ヲ有スベク此ノ場合ニ於テハ右契約ハ前記ノ三年ノ期間後ニ行ハルベキ物品ニ對スル支拂及其ノ引渡ニ關シ規定シ得ルモノトス

四 本條ニ掲ゲラルル契約ハ通商代表部ノ選擇ニ依リ運賃保險料込價格又ハ甲板積込價格ニテ締結セラレベク且物品ニ對スル滿洲國政府ノ支拂ニ關シ規定スベシ

五 通商代表部ガ物品購入ニ關スル契約ヲ滿洲國又ハ日本國ノ臣民又ハ法人ト締結シタルトキハ通商代表部ハ在日本國滿洲國公使館附財務官ニ契約當事者名、物品ノ種類、原產地及數量、支拂總額、物品ノ引渡及物品ニ對スル支拂ノ日及場所並ニ前拂ニ關スル規定ヲ含ム支拂及引渡ノ他ノ一切ノ條件ヲ記載シタル契約要綱書ヲ交付スベシ右要綱書ハ契約ノ兩當事者ニ依リ認證セラルベシ尙物品ノ賣主ハ事情ノ許ス限リ物品ニ關シ滿洲國又ハ日本國ニ在ル商工會議所又ハ右兩國ノ何レカ一方ノ政府ガ原產地證明書ヲ發給スルノ權限ヲ付與シタル他ノ機關ニ依リ發給セラレタル原產地證明書ヲ財務官ニ提出スベシ

財務官ハ契約ノ要綱書ヲ受領シタルトキハ其ノ内容ガ本條ニ抵觸セザル限り右受領後遅クトモ七日以内ニ通商代表部及當該物品賣主ニ對シ滿洲國政府ガ契約ノ右要綱書ニ從ヒ右物品ニ對スル支拂ヲ爲スベキコトヲ通知スベシ

賣主ハ其ノ勘定ノ決済ヲ得ル爲通商代表部ニ對シ右代表部ヲシテ當該物品ノ處分ヲ爲スコトヲ得シムル書類(船荷證券、送狀等)ヲ引渡スベシ

財務官ハ通商代表部ヨリ契約ノ要綱書ニ掲ゲラルル物品ノ引渡ガ完了セル旨ノ通知ヲ受領シタルトキハ株式会社日本興業銀行ヲ支拂人トシ賣主ヲ受取人トシ且物品ノ代金ヲ額面トスル記名式小切手ヲ發行シ支拂期日ニ且前記物品ノ原產地證明書ノ提出ガ契約ノ要綱書提出ノ時ニ行ハレザリシトキハ右證明書ト引換ニテ之ヲ賣主ニ交付スベシ物品ノ賣主ハ右小切手ニ對シ受領證ヲ交付スベシ物品ノ賣主ニ對スル前拂ハ右前拂ヲ爲スベキ旨ノ通商代表部ノ通知アル場合契約ノ要綱書ニ從ヒ財務官ニ依リ同様ノ方法ニテ行ハルベシ

六 本條ニ於テ「滿洲國又ハ日本國ニ於テ製造セラレタル物品」ナル語ハ他國ヨリ輸入セラレタル原料及右兩國ノ何レカニ於テ生産セラレタル原料ヲ以テ右兩國ノ何レカニ於テ製造セラレタル物品ヲ表示シ又「滿洲國又ハ日本國ノ法人」ナル語ハ夫々滿洲國又ハ日本國ノ法令ニ從ヒ設

立セラシタル又ハ設立セラルベキ法人ヲ表示スルモノトス

第十條

- 一 本協定第三條ノ規定ニ包含セラルル者ヲ除クノ外滿洲國政府ガ本協定ノ實施後滿洲國政府側ノ都合ニ依リ解雇セントスル「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）ノ各従業員ハ三月ノ豫告ヲ與ヘラルベシ
- 二 解雇セラルベキ「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）従業員ハ解雇後二月間家事整理ノ爲滿洲國ニ留ルノ權利ヲ有スベシ
- 三 「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）従業員ハ滿洲國ノ法令ニ從ヒ其ノ有スル動産及不動産上ノ權利ヲ引續キ完全ニ享有スベシ
- 四 「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）従業員ハ其ノ財産ヲ滿洲國ノ法令ニ從ヒ處分スルノ完全ナル權利及其ノ財産ヲ原形ノ儘又ハ何レカノ外國通貨ニテ其ノ相當額ヲ滿洲國外ニ搬出スルノ完全ナル權利ヲ享有スベシ
- 五 解雇セラレ又ハ任意ニ退職シタル「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）従業員ニシテ退職後二月以内ニ同聯邦ノ領域ヘ引揚グルモノハ其ノ選擇ニ依リ滿洲里停車場又ハ綏芬河停車場迄本人、家族並ニ其ノ自用品及家財ニ付北滿鐵道（東支鐵道）ニ依ル無賃輸送ノ特權ヲ許與セラルベシ

第十一條

- 一 本協定實施後解雇セラレ又ハ任意ニ退職スル「ソヴィエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）従業員ニ對スル各種ノ退職手當及支拂金（解雇手當其ノ他鐵道勤務ニ付テ従業員ニ支拂ハルベキ金額、共済貯蓄規程ニ依ル共済貯蓄會ノ従業員貯金及之ニ對スル鐵道側ノ附加金（利子ヲ含ム）、年金及一時金並ニ「千九百二十二年被害者補償規程」ニ依ル傷害ニ對スル年金及補償）ハ右退職手當及支拂金ガ本協定實施前ノ期間ニ關スルモノナル限り本協定實施ノ日迄施行セラレタル北滿鐵道（東支鐵道）ノ規則ニシテ本條ノ規定ニ依リ變更セラレタルモノニ從ヒ個個ニ計算セラレ且支拂ハラルベシ
- 備考 千九百三十年十一月十一日迄ノ期間ノ退職手當ハ千九百三十年十一月十一日迄存在セル率ニ依リテ支給セラルベシ
- 二 本協定實施後解雇セラレ又ハ任意ニ退職スル「ソヴィエト」社會主義共和國聯邦人民タル従業員ハ各種ノ退職手當及支拂金ノ計算ニ關スル限り廢職ノ結果解雇セラレタル者ト看做サルベシ

三 解雇手當其ノ他ノ鐵道勤務關係ノ支拂金及右勤務中受ケタル傷害ニ對スル補償並ニ貯金及
其ノ所定ノ利子ハ解雇又ハ退職ノ日ヨリ二週間以内ニ支拂ハルベシ但シ解雇セララル者ニ付テ
ハ貯金ノ半額ハ解雇豫告ノ日ヨリ二月以内ニ支拂ハルベシ

鐵道勤務十年未満ノ者ニ對スル一時金並ニ貯金ニ對スル附加金及其ノ所定ノ利子ハ解雇又ハ退
職ノ日ヨリ二年以内ニ四箇ノ均一割賦金ヲ以テ支拂ハルベシ解雇又ハ退職ノ日ノ後第一回ノ割
賦金ハ二週間以内ニ又第二回ノ割賦金ハ一年ノ終ニ於テ支拂ハルベシ第三回及第四回ノ割賦金
ハ第二回ノ割賦金ノ支拂後夫々六月及十二月ノ終ニ於テ支拂ハルベシ右割賦金中後ノ三回ノ割
賦金ニ付テハ滿洲國政府ハ各人名義ニテ作成セラレ右所定ノ日ヲ支拂期日トスル當該額ノ證書
ヲ發行スベシ右證書ハ前記第一回割賦金ノ支拂ト同時ニ各受取人ニ交付セラレベク同證書ハ爾
後他ノ何人ニモ讓渡セラレザルベキモノトス

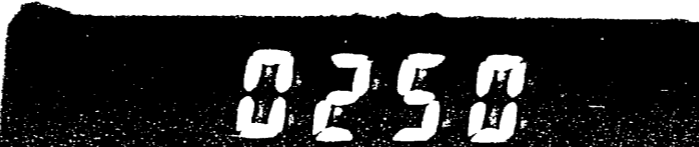
鐵道勤務十年以上ノ者ハ労働能力ノ検査ヲ受クルコトナクシテ年金受領ノ資格アルモノト看做
サルベシ右年金ハ之ヲ毎年支拂フ代リニ一時金ニテ支拂フベク即チ年金トシテ毎年支拂フ額
ノ八倍半ノ額ヲ前項ノ規定ニ從ヒ二年間ニ四箇ノ均一割賦金ヲ以テ受取人ニ支拂フベキモノ
トス

備考一 鐵道勤務十年未満ノ従業員ノ労働能力ノ検査ハ本協定實施ノ日迄施行セラレタル
北滿鐵道(東支鐵道)ノ規則ニ從ヒ行ハルベシ
備考二 傷害ニ對スル年金ハ之ヲ毎年支拂フ代リニ一時金ヲ以テ支拂フベク即チ鐵道勤務
十年以上ノ者ニ對スルト同様ノ方法ヲ以テ毎年支拂フ額ノ八倍半ノ額ヲ受取人ニ支拂フ
ベキモノトス

四 北滿鐵道(東支鐵道)従業員ニシテ鐵道ニ對シ債務ヲ有スルモノハ其ノ受クベキ各種ノ退職
手當其ノ他ノ支拂金ヨリ其ノ債務額ヲ控除セラレベシ

五 各種ノ退職手當及支拂金ハ本協定實施ノ日ニ存シ且北滿鐵道(東支鐵道)ニ依リ其ノ従業員ト
ノ決濟ニ用ヒラルル右鐵道ノ「グループ」ニ對スル爲替相場ニ依リ滿洲國ノ通貨ヲ以テ支拂ハル
ベシ右退職手當及支拂金ノ受取人ハ其ノ受取リタル金銀ヲ外國ノ通貨ニ換ヘテ他國ニ送付スル
コトヲ許容セラレベシ

六 各種ノ退職手當及支拂金並ニ滿洲國政府ノ證書ハ直接ニ正當ノ受取人ニ支拂ハレ又ハ交付セ
ラルベシ尤モ「ソヴェト」社會主義共和國聯邦ノ領域ニ歸還セル者ハ在哈爾濱「ソヴェト」
社會主義共和國聯邦總領事又ハ其ノ他ノ者ニ之ガ受領ヲ委任スルコトヲ得右ノ委任ヲ爲シタル



1745

者ハ同時ニ其ノ旨ヲ北滿鐵道(東支鐵道)ニ通知スベシ

六四

七 本協定實施前ニ退職シ現ニ年金ヲ受ケ居ル者ハ本協定實施ノ日迄施行セラレタル北滿鐵道(東支鐵道)ノ規則ニ從ヒ右規則ガ其ノ後引續キ施行セラレト變更セラレト廢止セラレトヲ問ハズ引續キ從前ノ通年金ヲ受クベシ此ノ場合北滿鐵道(東支鐵道)ノ「ルーブル」ニ對スル爲替相場ニ關シ又正當ノ受取人ガ「ソヴエト」社會主義共和國聯邦ノ領域ニ歸還セントシ又ハ歸還シタル場合ニハ外國ヘノ送金ニ關シ本條五ガ適用セラレベシ

八 「ソヴエト」社會主義共和國聯邦人民タル從業員ニ對シ北滿鐵道(東支鐵道)管理局又ハ共濟貯蓄會ヨリ支拂ハルベキ金額ニシテ本協定實施ノ日迄ニ正當ノ受取人、其ノ代理人又ハ相續人ヨリ支拂ノ要求ナキモノハ本協定實施ノ日迄施行セラレタル北滿鐵道(東支鐵道)ノ規則ニ依リ處理セラレベシ

九 本協定實施後解雇セラレ又ハ退職シタル從業員ハ其ノ解雇又ハ退職ノ日ヨリ一月間從前ト同様ノ條件ノ下ニ其ノ鐵道宿舍ニ關シ完全ナル權利ヲ保持スベシ

第十二條

「北滿鐵道(東支鐵道)」ナル語ハ之ニ屬スル一切ノ權利、事業及財産ヲ包含スルモノトス

IMT 291 68

1745

第十三條

滿洲國政府及「ソヴエト」社會主義共和國聯邦政府ハ兩國間ノ交通及運輸ヲ増進シ且容易ナラシムル目的ヲ以テ本協定實施後三月以內ニ旅客、手荷物及貨物ノ通過輸送「ソヴエト」社會主義共和國聯邦ノ鐵道停車場ト北滿鐵道(東支鐵道)停車場トノ間ニ於ケル旅客、手荷物及貨物ニ付テノ直通輸送並ニ技術的條件ノ許ス限リ「ウスリー」鐵道ト北滿鐵道(東支鐵道)トノ間ニ於ケル貨物ノ積換ナキ綏芬河停車場經由ノ直通輸送ニ關スル問題ノ解決ニ付規定スル別約ヲ締結スベシ
右三月ノ期間內ニ兩國政府ハ更ニ從來北滿鐵道(東支鐵道)ノ運用セル電信路ト「ソヴエト」社會主義共和國聯邦ノ電信路トノ間ニ於ケル電信連絡ニ付規定スル別約ヲ締結スベシ

第十四條

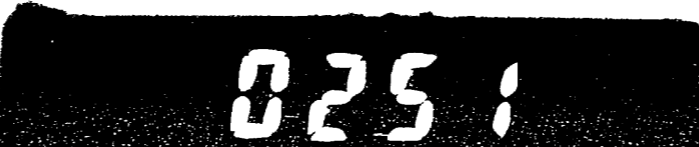
本協定ハ署名ノ日ヨリ實施セラレベシ

右證據トシテ各全權委員ハ本協定ニ署名調印セリ

康德二年三月二十三日即チ千九百三十五年三月二十三日東京市ニ於テ英吉利語ヲ以テ本書ニ通ヲ作成ス

六五

IMT 291 69



1745

丁 士 源 (印)
 大 橋 忠 一 (印)
 鳥 澤 聲 (印)
 シー、シー、ユーレネフ (印)
 ビー、アイ、カズロフスキー (印)
 クズネッツォフ (印)

六六

INT 391

70

1745

六、最終議定書

FINAL PROTOCOL

In proceeding this day to the signature of the Agreement between Manchoukuo and the Union of Soviet Socialist Republics for the Cession to Manchoukuo of the Rights of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway), the Plenipotentiaries of Manchoukuo and the Union of Soviet Socialist Republics have agreed upon the following stipulations:

Article I.

1. It is understood that the handing over of archives, records, papers and documents as stipulated in Section I of Article III of the Agreement is not intended to involve anything in the nature of rendering accounts.
2. Whereas the new administration of the Railway is at liberty whether to adopt or not the advice given by the advisers mentioned in Section 2 of Article III of the Agreement, the said advice can on no occasion result in any responsibility being im-

六六

INT 391

71

posed on the Government of the Union of Soviet Socialist Republics or on these persons.

Article II.

The stipulation of Article V of the Agreement concerning the property which is to be placed under the occupation and management of the community of the citizens of the Union of Soviet Socialist Republics in Harbin shall not in any way preclude the application of the law of Manchoukuo as to the said property, its occupation and management.

Article III.

The Government of Manchoukuo agree to grant subsidies, in the same manner as up to the date of the coming into force of the Agreement, to schools which are under the management of the 4th Section of the Educational Department of the Office of Pin-Chiang Province and used for the education of children of the employees of the North Manchuria Railway (Chinese Eastern Railway) who are citizens of the Union of Soviet Socialist Republics, for three months after the coming into force of the Agreement.

Article IV.

The school inventory purchased from funds supplied by the parents who are citizens of the Union of Soviet Socialist Republics, as well as the stage apartments acquired by the former Vice-Chairman of the Board of Directors of the North Manchuria Railway (Chinese Eastern Railway), are to be turned over to the Consul General of the Union of Soviet Socialist Republics in Harbin as property not belonging to the North Manchuria Railway (Chinese Eastern Railway).

Article V.

The Government of Manchoukuo take no exception to the liquidation of the cooperative society of the employees of the North Manchuria Railway (Chinese Eastern Railway) in accordance with its Articles and will permit certain members of the society who are citizens of the Union of Soviet Socialist Republics and whose presence is required for the purposes of such liquidation to remain in Manchoukuo till the completion thereof.

Article VI.

Until the conclusion within the prescribed period of the separate agreement con-

✽

1745

cerning the telegraphic connection provided for in Article XIII of the Agreement, the status quo of such connection shall be maintained.
The present Final Protocol shall constitute an integral part of the above-mentioned Agreement and come into force simultaneously with the said Agreement.
Done in duplicate in the English language in the City of Tokyo, this twenty-third day of the third month of the second year of Kangte, corresponding to the 23rd day of March, 1935.

40

W. S. Y. Ting
Chuchi Ohashi
Wu Tse-Sheng
C. C. Yourenff
B. I. Kozlovsky
S. M. Kuznetsov

IMT 391

74

1745

(右邦譯文)

最終議定書

北滿鐵道(東支鐵道)ニ關スル「ソヴェエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ滿洲國「ソヴェエト」社會主義共和國聯邦間協定ニ本日署名スルニ當リ滿洲國及「ソヴェエト」社會主義共和國聯邦ノ全權委員ハ左ノ諸規定ヲ協定セリ

第一條

- 一 協定第三條ニ規定セララルル記録、帳簿、文書及書類ノ引渡ハ事務引繼タル性質ヲ帯ビザルモノトス
- 二 協定第三條ニ掲ゲラルル顧問ノ述ブル意見ヲ採用スルト否トハ鐵道ノ新管理機關ノ自由ナルニ依リ右意見ハ如何ナル場合ニ於テモ「ソヴェエト」社會主義共和國聯邦政府及右ノ者ニ對シ何等ノ責任ヲ課スルコトナキモノトス

第二條

在哈爾濱「ソヴェエト」社會主義共和國聯邦居留民團ノ占有及管理ノ下ニ置カルベキ財産ニ關ス

71

IMT 391

75

ル協定第五條ノ規定ハ右財産、之ガ占有及管理ニ關シ毫モ滿洲國ノ法令ノ適用ヲ妨グルモノニ非ズ

第三條

滿洲國政府ハ濱江省公署教育廳第四科ノ管理ノ下ニ在ル學校ニシテ「ソグヰエト」社會主義共和國聯邦人民タル北滿鐵道（東支鐵道）従業員ノ子弟ノ教育ノ爲ニ使用セララルモノニ對シ協定實施ノ日迄ニ於ケルト同様ノ方法ニ依リ協定實施後三月間補助金ヲ支給スベキコトニ同意ス

第四條

「ソグヰエト」社會主義共和國聯邦人民タル父兄ヨリ醸出セララル資金ヲ以テ購入セララル學校ノ物品及北滿鐵道（東支鐵道）ノ前副理事長ニ依リ取得セララル舞臺裝備品ハ北滿鐵道（東支鐵道）ニ屬セザル財産トシテ在哈爾濱「ソグヰエト」社會主義共和國聯邦總領事ニ引渡サルベキモノトス

第五條

滿洲國政府ハ北滿鐵道（東支鐵道）従業員ノ共同組合ガ其ノ定款ニ從ヒ清算ヲ行フコトニ異議ヲ有セズ且右清算ニ當ル爲必要ナル「ソグヰエト」社會主義共和國聯邦人民タル組合員ニ清算ノ完

了迄滿洲國ニ留ルコトヲ許可ス

第六條

所定ノ期間内ニ協定第十三條ニ規定セララル電信連絡ニ關スル別約ガ締結セララルニ至ル迄ハ右連絡ノ現状ガ維持セララルベシ

本最終議定書ハ前記協定ノ一部ヲ成シ右協定ト同時ニ實施セララルベシ

康德二年三月二十三日即チ千九百三十五年三月二十三日東京市ニ於テ英吉利語ヲ以テ本書ニ通ヲ作成ス

丁 士 源

大 橋 忠 一

鳥 澤 肇

シ、シ、ユ、レ、ネ、フ

1745

七四
ビー、アイ、カズロフスキー
クズネツォフ

IMT 391 78

1745

七 議 定 書

PROTOCOL

Whereas the Agreement between Manchoukuo and the Union of Soviet Socialist Republics for the Cession to Manchoukuo of the Rights of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway) was signed at Tokyo on March 23rd, 1935;

Whereas the said Agreement provides that the settlement for a certain portion of the sum to be paid by the Government of Manchoukuo to the Government of the Union of Soviet Socialist Republics in consideration of the said cession shall be effected in the form of payments made by the former Government for goods delivered to the latter Government;

Whereas the said Agreement also provides with regard thereto that the Trade Representation of the Union of Soviet Socialist Republics in Japan will purchase goods produced or manufactured in Japan or Manchoukuo from the subjects or juridical persons of either of these two countries;

494

IMT 391 79

F-0239

0256

1745

Whereas it is essential that transactions between the said Trade Representation and the subjects or juridical persons of Japan or Manchoukuo be fairly and normally conducted; and

Whereas the Government of Japan are ready to contribute in a spirit of goodwill to the fulfilment of the aforesaid Agreement;

Now the Governments of Japan, Manchoukuo and the Union of Soviet Socialist Republics have agreed upon the following Articles:—

Article I.

When the Trade Representation of the Union of Soviet Socialist Republics purchases goods produced or manufactured in Japan or Manchoukuo from the subjects or juridical persons of either of these two countries in accordance with Article IX of the Agreement between Manchoukuo and the Union of Soviet Socialist Republics for the Cession to Manchoukuo of the Rights of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway), the Governments of Japan and Manchoukuo shall afford all possible facilities and assistance to the Trade Representation in order that the negotiations conducted may be fair and normal in such a manner as to ensure the conclusion of the purchase contracts with-

193 TMT

80

1745

in six months from the date of the coming into force of the above-mentioned Agreement and that the purchase contracts may be fulfilled exactly.

It is understood that in the present Protocol the terms "goods manufactured in Japan or Manchoukuo" and "juridical persons of Japan or Manchoukuo" are respectively used in the meaning given by Article IX of the above-mentioned Agreement.

Article II.

The Government of Japan and the Government of Manchoukuo declare that they are prepared to take necessary measures through the authorities concerned, in order that the subjects or juridical persons as aforesaid, in their negotiations for contracts with the Trade Representation, may not ask for unduly high prices, thereby making the conclusion of contracts impossible.

The Government of the Union of Soviet Socialist Republics declare that they are prepared to take necessary measures with the Trade Representation, so that the Trade Representation, in its negotiations for contracts with subjects or juridical persons of Japan or Manchoukuo, may not ask for unduly low prices, thereby making the conclusion of contracts impossible.

193 TMT

81

1745

Article III.

ㄆ

In the negotiations for the conclusion of a purchase contract, in case the Trade Representation and the subjects or juridical persons of Japan or Manchoukuo cannot come to an agreement with regard to the price of the goods as well as any other terms of payment for and delivery of the goods, the parties to the negotiations can jointly or independently apply for mediation regarding the disagreement to the Standing Mediation Commission, which shall be constituted within ten days after the coming into force of the present Protocol and which shall consist of one commissioner appointed by the Government of Japan, one by the Government of Manchoukuo and two by the Government of the Union of Soviet Socialist Republics.

The Mediation Commission, when they have received such an application, shall come to what they deem a fair opinion and shall recommend either or both parties to the negotiations to conclude a contract in accordance with the said opinion. In the case of an application with regard to the price of the goods, the Commission in deciding such opinion shall adopt as the standard the price of such goods at the appropriate Exchange in Japan or Manchoukuo, or, in the absence of any such price, the export price, or, in default of any export price, the wholesale price, obtaining in the

82

IMT 391

1745

principal appropriate market of Japan or Manchoukuo, as the case may be, while with regard to goods the price of which can not be fixed on the basis of the price at the Exchange, the export price or the wholesale price as above-mentioned, the Commission shall fix a fair price on the basis of the whole of the information available with regard to those goods.

The consideration of every case by the Mediation Commission shall be completed within the term of six weeks from the day they have received the application.

Article IV.

In case the Trade Representation and the subjects or juridical persons of Japan or Manchoukuo find themselves in disagreement as regards the fulfillment of obligations provided for by the purchase contract concluded between them, the parties can apply jointly or independently for mediation regarding the disagreement to the Mediation Commission mentioned in the first paragraph of Article III, provided that the contract includes a provision to the effect that either party can present such an application.

The Mediation Commission, when they have received such an application, shall examine the provisions of the contract concerned and all matters relative to the disagreement and shall arrive at what they deem a fair opinion, and recommend to either

83

IMT 391

ㄆ

or both parties to settle the disagreement in accordance with the said opinion.
The term for consideration of the question by the Mediation Commission in the circumstances of the present Article shall be the same as in the case of Article III.

Article V.

In case the Mediation Commission cannot come to a decision within the prescribed term for consideration or should the decision arrived at fail to remove the difficulties within the term of two weeks, the matter shall be transferred, upon the application of either or both parties to the disagreement, to negotiation between the Contracting Governments concerned, for a fair and appropriate solution, provided that there exists an agreement in advance between the parties to that effect.

Article VI.

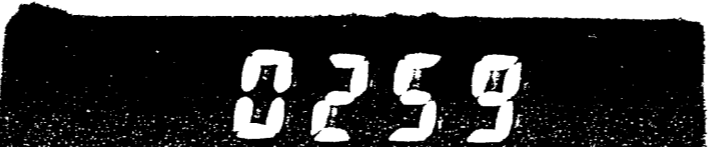
It is understood that should both parties concerned so desire, an agreement may be laid down in the contract or otherwise providing that the decision arrived at by the Mediation Commission or through negotiation between the Contracting Governments concerned in conformity with the provisions of Articles III, IV and V of the present Protocol shall be binding upon both parties, in which case such decision shall take effect in the manner contemplated by the said agreement.

Article VII.

The present Protocol shall come into force on the date of its signature.
In witness whereof the undersigned, duly authorized by their respective Governments, have signed the present Protocol and have affixed thereto their seals.

Done in triplicate in the English language in the City of Tokyo, this twenty-third day of the third month of the tenth year of Showa, corresponding to the twenty-third day of the third month of the second year of Kangte, corresponding to the 23rd day of March, 1935.

- (L. S.) Koki Hirota
- (L. S.) W. S. Y. Ting
- (L. S.) Chuichi Ohashi
- (L. S.) Wu Tse-Sheng
- (L. S.) C. C. Yourenoff
- (L. S.) B. I. Kozlovsky
- (L. S.) S. M. Kuznetsoff



(右邦譯文)
議定書

北滿鐵道(東支鐵道)ニ關スル「ソヴィエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ
滿洲國「ソヴィエト」社會主義共和國聯邦間協定ガ千九百三十五年三月二十三日東京ニ於テ署名セ
ラレタルニ因リ

前記協定ガ前記讓渡ノ代價トシテ滿洲國政府ヨリ「ソヴィエト」社會主義共和國聯邦政府ニ對シ
テ支拂ハルベキ額ノ或部分ニ關スル決濟ハ後者ニ引渡サレタル物品ニ付前者ガ支拂ヲ爲スコトニ
依リ之ヲ行フベキコトヲ規定スルニ因リ

前記協定ガ又右ニ關シテ日本國ニ在ル「ソヴィエト」社會主義共和國聯邦通商代表部ハ日本國又
ハ滿洲國ニ於テ生産又ハ製造セラレタル物品ヲ右兩國ノ何レカノ臣民又ハ法人ヨリ購入スベキコ
トヲ規定スルニ因リ

前記通商代表部ト日本國又ハ滿洲國ノ臣民又ハ法人トノ間ノ取引ガ公正且正常ニ行ハルコト肝
要ナルニ因リ又
日本國政府ガ善意ノ精神ヲ以テ前記協定ノ履行ニ助力セントスルニ因リ

茲ニ日本國、滿洲國及「ソヴィエト」社會主義共和國聯邦ノ政府ハ左ノ諸條ヲ協定セリ

第一條

「ソヴィエト」社會主義共和國聯邦通商代表部ガ北滿鐵道(東支鐵道)ニ關スル「ソヴィエト」社會
主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ滿洲國「ソヴィエト」社會主義共和國聯邦間協定
第九條ニ從ヒ日本國又ハ滿洲國ニ於テ生産又ハ製造セラレタル物品ヲ右兩國ノ何レカノ臣民又ハ
法人ヨリ購入スル場合ニハ日本國及滿洲國ノ政府ハ前記協定實施ノ日ヨリ六月以内ニ購入契約ガ
締結セラルルコトヲ確保スル様商議ガ公正且正常ニ行ハルル爲及購入契約ガ正確ニ履行セラルル
爲通商代表部ニ對シ能ク限ノ便宜及援助ヲ供與スベシ
本議定書ニ於テ「日本國又ハ滿洲國ニ於テ製造セラレタル物品」及「日本國又ハ滿洲國ノ法人」
ナル語ハ夫々前記協定第九條ニ依リ定メラレタル意味ニ使用セラルルモノトス

第二條

日本國政府及滿洲國政府ハ前記臣民又ハ法人ガ通商代表部トノ契約ニ關スル商議ニ於テ不當ニ高
キ價格ヲ要求シ以テ契約ノ締結ヲ不可能ナラシメザル爲關係官憲ヲ通シ必要ナル措置ヲ執ルノ用
意アルコトヲ宣言ス

「ソヴェエト」社會主義共和國聯邦政府ハ通商代表部ガ日本國又ハ滿洲國ノ臣民又ハ法人トノ契約ニ關スル商議ニ於テ不當ニ低キ價格ヲ要求シ以テ契約ノ締結ヲ不可能ナラシメザル爲通商代表部ニ對シ必要ナル措置ヲ執ルノ用意アルコトヲ宣言ス

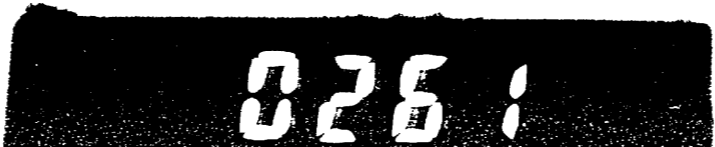
第三條

購入契約ノ締結ニ關スル商議ニ於テ通商代表部及日本國又ハ滿洲國ノ臣民又ハ法人ガ物品ノ價格並ニ物品ニ對スル支拂及其ノ引渡ニ關スル他ノ條件ニ付意見ノ一致ヲ見ルニ至ラザル場合ニハ商議ノ當事者ハ共同又ハ單獨ニテ常設調停委員會ニ對シ意見ノ不一致ニ關シ調停ヲ申請スルコトヲ得右委員會ハ本議定書實施後十日以内ニ設置セララルベク右委員會ハ日本國政府ニ依リ任命セララル一名ノ委員、滿洲國政府ニ依リ任命セララル一名ノ委員及「ソヴェエト」社會主義共和國聯邦政府ニ依リ任命セララル二名ノ委員ヲ以テ構成セララルベシ
調停委員會ハ右申請ヲ受理シタルトキハ其ノ公正ト認ムル意見ヲ定メ商議ノ當事者ノ何レカ一方又ハ雙方ニ對シ右意見ニ從ヒ契約ヲ締結スルコトヲ勸奨スベシ物品ノ價格ニ關スル申請ノ場合ニ在リテハ委員會ハ右意見ノ決定ニ當リ基準トシテ日本國又ハ滿洲國ノ適當ナル取引所ニ於ケル當該物品ノ價格ヲ採用シ右價格ナキ場合ニハ輸出價格ヲ採用シ輸出價格ナキ場合ニハ各場合ニ應ジ

日本國又ハ滿洲國ノ適當ナル主要市場ニ於ケル一般卸賣價格ヲ採用スベク右ニ掲ケラレタル取引所ニ於ケル價格、輸出價格又ハ卸賣價格ヲ基礎トシテ價格ヲ定ムルコト能ハザル物品ニ關シテハ委員會ハ當該物品ニ關シ入手シ得ラルル情報ノ全部ヲ基礎トシテ公正ナル價格ヲ定ムベシ
調停委員會ニ依ル一切ノ事件ノ審理ハ委員會ガ申請ヲ受理シタル日ヨリ六週間以内ニ完了セララルベシ

第四條

通商代表部及日本國又ハ滿洲國ノ臣民又ハ法人ガ其ノ間ニ締結セル購入契約ニ依リ規定セララル義務ノ履行ニ關シ意見ノ不一致ヲ來シタル場合ニハ當事者ハ共同又ハ單獨ニテ第三條第一項ニ掲ゲラルル調停委員會ニ對シ意見ノ不一致ニ關シ調停ヲ申請スルコトヲ得但シ當該契約中ニ各當事者ガ右申請ヲ爲スコトヲ得ル旨ノ規定アル場合ニ限ル
調停委員會ハ右申請ヲ受理シタルトキハ當該契約ノ規定及意見ノ不一致ニ關係アル一切ノ事項ヲ審査シ其ノ公正ト認ムル意見ヲ定メ當事者ノ何レカ一方又ハ雙方ニ對シ右意見ニ從ヒ意見ノ不一致ヲ解決スルコトヲ勸奨スベシ
本條ノ場合ニ於ケル調停委員會ノ事件審理期間ハ第三條ノ場合ニ同ジ



1745

第五條

調停委員會ガ所定ノ審理期間内ニ決定ニ到達シ得ザル場合又ハ到達セル決定ガ二週間以内ニ困難ヲ除去シ得ザルトキハ事件ハ意見不一致ノ當事者ノ何レカ一方又ハ雙方ノ申請ニ依リ公正且妥當ナル解決ノ爲關係締約政府間ノ商議ニ移サルベシ但シ右ハ當事者間ニ豫メ其ノ旨ノ合意アル場合ニ限ル

第六條

兩關係當事者ガ希望スルトキハ契約其ノ他ニ於テ本議定書第三條、第四條及第五條ノ規定ニ從ヒ調停委員會ニ依リ又ハ關係締約政府間ノ商議ニ依リ到達セル決定ハ兩當事者ヲ拘束スベキ旨ヲ定ムル取極ヲ設定スルコトヲ得ルモノトス此ノ場合ニ於テハ右決定ハ右取極ニ依リ豫見セララルル態様ニ於テ效力ヲ生ズベシ

第七條

本議定書ハ署名ノ日ヨリ實施セララルベシ

右證據トシテ下名ハ各本國政府ヨリ正當ノ委任ヲ受ケ本議定書ニ署名調印セリ

IMT 391

90

1745

昭和十年三月二十三日即チ康德二年三月二十三日即チ千九百三十五年三月二十三日東京市ニ於テ英吉利語ヲ以テ本書三通ヲ作成ス

廣田 弘毅 (印)

丁 士 源 (印)

大橋 忠一 (印)

島 澤 聲 (印)

シー、シー、ユーレネフ (印)

ビー、アイ、カズロフスキー (印)

クズネツツオフ (印)

IMT 391

91

1745

八、日本國「ソヴェト」社會主義共和國聯邦間交換公文

八八

Tokyo, March 23rd, 10 Showa (1935).

Monsieur l'Ambassadeur,

In accordance with the desire expressed by Your Excellency on behalf of the Government of the Union of Soviet Socialist Republics in the course of the negotiations concerning the conclusion of the Agreement for the Cession to Manchoukuo of the Rights of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway), signed this day by the Plenipotentiaries of the Union of Soviet Socialist Republics and Manchoukuo, I have the honour to inform you as follows:

In view of the close and special relations existing between Japan and Manchoukuo, the Japanese Government undertake to guarantee the exact fulfilment by the Government of Manchoukuo, within the respective limits of time set forth by the above-mentioned Agreement, of all the obligations of payment, in money

IMT 391

92

1745

as well as in goods, which the Government of Manchoukuo are under in favour of the Government of the Union of Soviet Socialist Republics as the result of such cession in accordance with Article VII of the said Agreement.

I avail myself of this opportunity to renew to Your Excellency, Monsieur l'Ambassadeur, the assurances of my highest consideration.

(Signed) Koki Hirota

His Excellency

Monsieur Constantin Youreneff,

Ambassador Extraordinary and

Plenipotentiary of the Union of

Soviet Socialist Republics to Japan.

IMT 391

93

八九

1745

東京, 三月二十三日, 一九三五年。

閣下

Monsieur le Ministre,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, in which you are good enough to inform me as follows:

"In accordance with the desire expressed by Your Excellency on behalf of the Government of the Union of Soviet Socialist Republics in the course of the negotiations concerning the conclusion of the Agreement for the Cession to Manchoukuo of the Rights of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway), signed this day by the Plenipotentiaries of the Union of Soviet Socialist Republics and Manchoukuo, I have the honour to inform you as follows:

In view of the close and special relations existing between Japan and Manchoukuo, the Japanese Government undertake to guarantee the exact fulfilment by the Government of Manchoukuo, within the respective limits of time set forth by the above-mentioned Agreement, of all the obligations of

IMT 391

94

1745

payment, in money as well as in goods, which the Government of Manchoukuo are under in favour of the Government of the Union of Soviet Socialist Republics as the result of such cession in accordance with Article VII of the said Agreement."

In reply, I beg to state that I take note of your communication as above mentioned.

I avail myself of this opportunity to renew to Your Excellency, Monsieur le Ministre, the assurances of my highest consideration.

(Signed) C. C. Yourenoff

His Excellency

Monsieur Koki Hirota,
Minister for Foreign Affairs
of Japan.

IMT 391

95

九

1745

(右邦譯文)
(往翰)

以書翰啓上致候陳者本日「ソヴェエト」社會主義共和國聯邦及滿洲國ノ全權委員ニ依リ署名セラレタル北滿鐵道(東支鐵道)ニ關スル「ソヴェエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ協定ノ締結ニ關スル商議中「ソヴェエト」社會主義共和國聯邦政府ノ爲ニ閣下ガ表示セラレタル希望ニ應ジ本大臣ハ閣下ニ左ノ如ク通報スルノ光榮ヲ有シ候
日本國及滿洲國間ニ存スル緊密且特殊ノ關係ニ鑑ミ日本國政府ハ前記協定第七條ニ從ヒ前記讓渡ノ結果トシテ滿洲國政府ガ「ソヴェエト」社會主義共和國聯邦政府ニ對シテ負フ金錢及物品ヲ以テスル一切ノ支拂義務ガ右協定ニ規定セラレタル各期間内ニ滿洲國政府ニ依リ正確ニ履行セラルルコトヲ保障スルコトヲ約ス
本大臣ハ茲ニ閣下ニ向テ重テ敬意ヲ表シ候 敬具
昭和十年(千九百三十五年)三月二十三日東京ニ於テ

日本國駐劄「ソヴェエト」社會主義共和國聯邦特命全權大使
廣田 弘毅
「コンスタンチン、ユーレネフ」閣下

九二

IMT 391

96

1745

(來翰)
以書翰啓上致候陳者本使ハ閣下ガ本使ニ左ノ如ク御通報相成タル本日附貴翰ヲ受領スルノ光榮ヲ有シ候

「本日「ソヴェエト」社會主義共和國聯邦及滿洲國ノ全權委員ニ依リ署名セラレタル北滿鐵道(東支鐵道)ニ關スル「ソヴェエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ協定ノ締結ニ關スル商議中「ソヴェエト」社會主義共和國聯邦政府ノ爲ニ閣下ガ表示セラレタル希望ニ應ジ本大臣ハ閣下ニ左ノ如ク通報スルノ光榮ヲ有シ候
日本國及滿洲國間ニ存スル緊密且特殊ノ關係ニ鑑ミ日本國政府ハ前記協定第七條ニ從ヒ前記讓渡ノ結果トシテ滿洲國政府ガ「ソヴェエト」社會主義共和國聯邦政府ニ對シテ負フ金錢及物品ヲ以テスル一切ノ支拂義務ガ右協定ニ規定セラレタル各期間内ニ滿洲國政府ニ依リ正確ニ履行セラルルコトヲ保障スルコトヲ約ス」
本使ハ回答トシテ前記閣下ノ御通報ヲ了承スル旨茲ニ陳述致候
本使ハ茲ニ閣下ニ向テ重テ敬意ヲ表シ候 敬具
千九百三十五年三月二十三日東京ニ於テ

日本國外務大臣廣田弘毅閣下

シ、シ、ユーレネフ

九三

IMT 391

97

F-0239

0265

1745

九 日本國「ソヴェト」社會主義共和國聯邦間交換公文

六四

Tokyo, March 23rd, 10 Showa (1935).

Monsieur l'Ambassadeur,

As the result of the guarantee given this day by the Japanese Government to the Government of the Union of Soviet Socialist Republics regarding the fulfilment by the Government of Manchoukuo of all the obligations of payment which the latter are under in favour of the Government of the Union of Soviet Socialist Republics in accordance with the provisions of the Agreement for the Cession to Manchoukuo of the Rights of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway), signed this day by the Plenipotentiaries of the Union of Soviet Socialist Republics and Manchoukuo, I have the honour to inform Your Excellency as follows:

In case any difficulties should arise in connection with the execution of payments on the part of the Government of Manchoukuo, the Japanese Government

IMT 391

98

1745

will make every effort necessary under the given circumstances in order that the Government of the Union of Soviet Socialist Republics may receive all the payments due to them from the Government of Manchoukuo wholly and within the respective limits of time prescribed by the said Agreement, so that the Government of the Union of Soviet Socialist Republics may suffer absolutely no loss in connection with the said difficulties.

I avail myself of this opportunity to renew to Your Excellency, Monsieur l'Ambassadeur, the assurances of my highest consideration.

(Signed) Koki Hirota

99

His Excellency

Monsieur Constantin Youreneff,

Ambassador Extraordinary and

Plenipotentiary of the Union of

Soviet Socialist Republics to Japan.

六五

IMT 391

1745

九六

Tokyo, March 23rd, 1935.

Monsieur le Ministre,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, in which you are good enough to inform me as follows:

"As the result of the guarantee given this day by the Japanese Government to the Government of the Union of Soviet Socialist Republics regarding the fulfilment by the Government of Manchoukuo of all the obligations of payment which the latter are under in favour of the Government of the Union of Soviet Socialist Republics in accordance with the provisions of the Agreement for the Cession to Manchoukuo of the Rights of the Union of Soviet Socialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway), signed this day by the Plenipotentiaries of the Union of Soviet Socialist Republics and Manchoukuo, I have the honour to inform Your Excellency as follows:

In case any difficulties should arise in connection with the execution of payments on the part of the Government of Manchoukuo, the Japanese

IMT 391

100

1745

九六

Government will make every effort necessary under the given circumstances in order that the Government of the Union of Soviet Socialist Republics may receive all the payments due to them from the Government of Manchoukuo wholly and within the respective limits of time prescribed by the said Agreement, so that the Government of the Union of Soviet Socialist Republics may suffer absolutely no loss in connection with the said difficulties." In reply, I beg to state that I take note of your communication as above mentioned.

I avail myself of this opportunity to renew to Your Excellency, Monsieur le Ministre, the assurances of my highest consideration.

(Signed) C. G. Youreneff

IMT 101

His Excellency

Monsieur Koki Hirota,

Minister for Foreign Affairs of Japan.

九六

IMT 391

1745

(右邦譯文)

(往翰)

以書翰啓上致候陳者本日「ソヴィエト」社會主義共和國聯邦及滿洲國ノ全權委員ニ依リ署名セラレタル北滿鐵道(東支鐵道)ニ關スル「ソヴィエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ協定ノ規定ニ從ヒ滿洲國政府ガ「ソヴィエト」社會主義共和國聯邦政府ニ對シテ負フ一切ノ支拂義務ノ滿洲國政府ニ依ル履行ニ關シ本日日本國政府ガ「ソヴィエト」社會主義共和國聯邦政府ニ與ヘタル保障ノ結果トシテ本大臣ハ閣下ニ左ノ如ク通報スルノ光榮ヲ有シ候

滿洲國政府ニ依ル支拂ノ實行ニ關聯シ何等カノ困難生ズルガ如キ場合ニハ日本國政府ハ「ソヴィエト」社會主義共和國聯邦政府ガ滿洲國政府ノ之ニ對シテ負ヘル一切ノ支拂ヲ全部且前記協定ニ依リ定メラレタル各期間内ニ受ケ以テ「ソヴィエト」社會主義共和國聯邦政府ガ右困難ニ關聯シテ絕對ニ何等ノ損失ヲ蒙ラザル爲當該事情ノ下ニ於テ必要ナル一切ノ努力ヲ爲スベシ

本大臣ハ茲ニ閣下ニ向テ重テ敬意ヲ表シ候 敬具

九八

IMT 391

102

1745

昭和十年(千九百三十五年)三月二十三日東京ニ於テ

廣田 弘毅

日本國駐劄「ソヴィエト」社會主義共和國聯邦特命全權大使

「コンスタンチン、ユーレネフ」閣下

九九

IMT 391

103

1745

(來翰)

以書翰啓上致候陳者本使ハ閣下ガ本使ニ左ノ如ク御通報相成タル本日附貴翰ヲ受領スルノ光榮ヲ有シ候

「本日「ソヴィエト」社會主義共和國聯邦及滿洲國ノ全權委員ニ依リ署名セラレタル北滿鐵道(東支鐵道)ニ關スル「ソヴィエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲メ協定ノ規定ニ從ヒ滿洲國政府ガ「ソヴィエト」社會主義共和國聯邦政府ニ對シテ負フ一切ノ支拂義務ノ滿洲國政府ニ依ル履行ニ關シ本日日本政府ガ「ソヴィエト」社會主義共和國聯邦政府ニ與ヘタル保障ノ結果トシテ本大臣ハ閣下ニ左ノ如ク通報スルノ光榮ヲ有シ候
滿洲國政府ニ依ル支拂ノ實行ニ關シ何等カノ困難生ズルガ如キ場合ニハ日本政府ハ「ソヴィエト」社會主義共和國聯邦政府ガ滿洲國政府ノ之ニ對シテ負ヘル一切ノ支拂ヲ全部且前記協定ニ依リ定メラレタル各期間内ニ受ケ以テ「ソヴィエト」社會主義共和國聯邦政府ガ右困難ニ關聯シテ絶對ニ何等ノ損失ヲ蒙ラザル爲當該事情ノ下ニ於テ必要ナル一切ノ努力ヲ爲スベシ」

100

IMT 391

104

1745

本使ハ回答トシテ前記閣下ノ御通報ヲ了承スル旨茲ニ陳述致候
本使ハ茲ニ閣下ニ向テ重テ敬意ヲ表シ候 敬具

千九百三十五年三月二十三日東京ニ於テ

日本國外務大臣廣田弘毅閣下

シー、シー、ユーレネフ

101

IMT 391

105

1745

一〇、日本國滿洲國間交換公文

(往翰)

以書翰啓上致候陳者本日滿洲國及「ソヴェト」社會主義共和國聯邦ノ全權委員ニ依リ署名セラレタル北滿鐵道ニ關スル「ソヴェト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ協定ニ關シ曩ニ滿洲國政府ハ日本國政府ニ對シ右協定ノ締結ニ依リ滿洲國政府ガ「ソヴェト」社會主義共和國聯邦政府ニ對シ負フべき一切ノ支拂義務ノ履行ニ付「ソヴェト」社會主義共和國聯邦政府ヨリ日本國政府ニ對シ保障方要求アリタル場合ニハ日本國及滿洲國間ニ存スル緊密且特殊ノ關係ニ鑑ミ日本國政府ニ於テ右要求ヲ應諾セラレ度旨御申出アリタル處右保障ニ關シ本大臣ハ日本國駐劄「ソヴェト」社會主義共和國聯邦特命全權大使トノ間ニ本日別紙寫ノ通公文ヲ交換致候ニ付右ニ御承知相成度候

本大臣ハ茲ニ閣下ニ向テ重テ敬意ヲ表シ候 敬具

昭和十年三月二十三日

日本國駐劄滿洲國特命全權公使丁士源閣下

廣田 弘毅

(印)

IMT 391

106

1011

1745

(來翰)

駐日本國滿洲國特命全權公使丁

照復事接准本日

爲

貴大臣照會内開關於本日由滿洲國與蘇維亞社會聯邦共和國全權委員簽名之「爲關於北滿鐵路蘇維亞社會聯邦共和國所有權利讓渡于滿洲國之協定」前據滿洲國政府通告此項協定締結後滿洲國政府自應履行其對於蘇維亞社會聯邦共和國政府所負一切支付義務倘蘇維亞社會聯邦共和國政府要求日本國政府保障時即希願念滿洲國與日本國兩國間密接且特殊關係於日本國政府承諾該要求等由在案關於此項保障本大臣與駐日蘇維亞社會聯邦共和國全權大使本日互換另紙公文並附送本日
貴大臣與駐日蘇維亞社會聯邦共和國全權大使互換之公文抄本(公文抄本附後)相應照請查照等因前來業經閱悉此次滿洲國政府依據本日滿洲國與蘇維亞社會聯邦共和國全權委員簽名之「爲關於北滿鐵路蘇維亞社會聯邦共和國所有權利讓渡于滿洲國之協定」關於滿洲國政府對蘇維亞社會聯邦共和國政府所負一切支付義務之履行日本國政府向蘇維亞社會聯邦共和國政府作爲保障本公使現奉本國政府訓令表示謝意外即關於來照所稱保障毫無異議並滿洲國政府依此項協定對於蘇維亞社會聯邦

1011

IMT 391

107

1745

共和國政府所負一切支付義務自應確實履行之因此對於作為保障之日本國政府決不致受絲毫障礙特
此聲明相應照復即希
查照為荷須至照會者
右 照 會
日本國外務大臣廣田
康德二年三月二十三日

丁 士 源 (印)

108

備考
右往翰及來翰ニハ夫々前記八及九ノ交換公文(二種)ノ寫添附セラレ居レリ

IMT 391

1745

(右來翰本文譯文)

以書翰啓上致候陳者閣下ハ本日閣下ト日本國駐劄「ソヴィエト」社會主義共和國聯邦特命全權大
使トノ間ニ交換セラレタル公文ノ寫(右公文ハ別添寫ノ通)ヲ添附セル本日附貴翰ヲ以テ左ノ通
御申越相成敬承致候

「本日滿洲國及「ソヴィエト」社會主義共和國聯邦ノ全權委員ニ依リ署名セラレタル北滿鐵道ニ
關スル「ソヴィエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲メ協定ニ關シ曩ニ滿洲
國政府ハ日本國政府ニ對シ右協定ノ締結ニ依リ滿洲國政府ガ「ソヴィエト」社會主義共和國聯邦
邦政府ニ對シ負フベキ一切ノ支拂義務ノ履行ニ付「ソヴィエト」社會主義共和國聯邦政府ヨリ
日本國政府ニ對シ保障方要求アリタル場合ニハ日本國及滿洲國間ニ存スル緊密且特殊ノ關係ニ
鑑ミ日本國政府ニ於テ右要求ヲ應諾セラレ度旨御申出アリタル處右保障ニ關シ本大臣ハ日本國
駐劄「ソヴィエト」社會主義共和國聯邦特命全權大使トノ間ニ本日別紙寫ノ通公文ヲ交換致候
ニ付右ニ御承知相成度候」

本使ハ本國政府ノ訓令ニ依リ滿洲國政府ハ本日滿洲國及「ソヴィエト」社會主義共和國聯邦ノ全
權委員ニ依リ署名セラレタル北滿鐵道ニ關スル「ソヴィエト」社會主義共和國聯邦ノ權利ヲ滿洲

105

IMT 391

109

國ニ讓渡スル爲ノ協定ニ依リ滿洲國政府ガ「ソヴィエト」社會主義共和國聯邦政府ニ對シ負ヒタル一切ノ支拂義務ノ履行ニ付日本國政府ガ「ソヴィエト」社會主義共和國聯邦政府ニ保障ヲ與ヘラレタルコトニ對シ謝意ヲ表スルト共ニ前記貴國ヲ以テ御通報相成タル保障ニ付何等異議ナキ旨及滿洲國政府ハ右協定ニ依リ「ソヴィエト」社會主義共和國聯邦政府ニ對シ負ヒタル一切ノ支拂義務ハ之ヲ正確ニ履行スベク從テ右保障ノ結果トシテ日本國政府ニ對シ絶對ニ何等ノ不都合ヲ生ゼシメザルコトヲ茲ニ申述候

本使ハ茲ニ閣下ニ向テ重テ敬意ヲ表シ候 敬具

康德二年三月二十三日

丁 士 源 (印)

日本國外務大臣廣田弘毅閣下

IMT 391 110

一一、北滿鐵道讓渡協定調印ノ際ニ於ケル挨拶

(昭和十年三月二十三日)

(イ) 廣田外務大臣ノ挨拶

過去二十一ヶ月ノ久シキニ互リテ行ハレマシタ北滿鐵道問題ノ交渉カ、茲ニ完全ニ成立スルニ至リ、今日芽出度ク滿洲國及「ソヴィエト」聯邦ノ全權委員各位ニ依リ協定ノ署名ヲ了セラレ、帝國政府モ亦同協定ノ圓滿ナル實施ニ寄與スル爲、本大臣ニ於テ關係文書ニ署名スルコトト相成マシタルハ、東亞延テハ世界ノ平和増進ニ貢獻スル所尠ラサルヘキヲ念ヒ、慶賀ニ堪ヘサル所デアリマス。

本協定ノ成立ニ依テ、滿「ソ」兩國ノ關係ハ茲ニ一新時期ヲ劃スルモノデアリマシテ、今後益友好ノ度ヲ加フヘク、從テ東亞ノ天地ハ一層明朗トナツタ次第デアリマス。是レ實ニ北滿鐵道問題ヲ解決セントスル「ソヴィエト」聯邦政府ノ牢固タル決意ト、滿洲國政府ノ協和的精神ノ發露トニ基クモノニ外ナラス次第デアリマス。而シテ、此ノ間帝國政府カ本交渉成立ノ爲終始熱心ナ

IMT 391 111

ル仲介者ノ役目ヲ果シ得タルハ、本大臣カ竊カニ欣快トスル所デアリマス。此ノ如キ劃期的事業ノ重要ナル意義ニ想到スルトキハ、過去ニケ年ニ垂ントスル交渉ノ幾多曲折アリシコトモ敢テ異トスルニ足ラサルモノデアリマス。

一〇八

日、滿、「ソ」三國間ニハ、本鐵道問題ノ外向調整且解決ヲ要スル諸種ノ懸案ヲ存シマスケレトモ、本交渉ニ於テ發揮セラレタル和衷協同ノ精神ヲ以テスレハ、此等ノ諸案件モ必スヤ圓滿ニ之ヲ解決スルコトノ困難ニ非サルヘキヲ確信スル次第デアリマス。即チ今日到達セル吾人ノ事業ハ、今後三國間ニ於ケル平和及友好ノ關係ヲ一層適確現實ニ増進セシムヘキ基礎トナルヘキコトヲ信スルモノデアリマス。終ニ臨ミ、本交渉成立ノ爲不斷ノ努力ヲ致サレタ兩國ノ全權委員初メ代表部各位ニ對シ、深ク敬意ヲ表スルト共ニ、重ネテ三國ノ關係力之ニ依リ愈健全ナル發展ヲ見ンコトヲ衷心冀望スル次第デアリマス。

(Translation)

On the successful completion of the negotiations relative to the cession to Manchoukuo of the rights of the U.S.S.R. concerning the North Manchuria Railway, which have extended over the past twenty-one months, the Chief Delegates of Manchoukuo and the U.S.S.R. have today affixed their formal signatures to the Agreement and, on behalf of the Japanese Government, I have also signed the papers in connection with the cession in order to contribute to the smooth operation of the said Agreement, which will no doubt contribute vastly toward the cause of the peace of East Asia as well as of the entire world.

This Agreement marks an epoch in the relations of Manchoukuo and the U.S.S.R. by insuring the steady growth of their mutual cordiality, and consequently, greatly brightening the international outlook of East Asia. We owe it to the firm determination of the Soviet Government to settle once for all the questions relative to the North Manchuria Railway and to the fine spirit of conciliation with which the Government of Manchoukuo responded. I am really gratified that the Japanese Government have been able to discharge successfully their duties as mediator throughout the negotia-

一〇九

tions. In view of the far-reaching importance of this historic Agreement, it is not at all to be wondered at that the negotiations should have extended for nearly two years and been beset with difficulties.

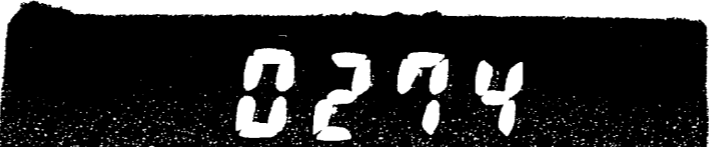
Although there are questions pending among Japan, Manchoukuo and the U.S.S.R., besides that of the North Manchuria Railway just settled, it should not be difficult, I am thoroughly convinced, to solve them all amicably and satisfactorily if we deal with them in the same conciliatory and cooperative spirit as has been demonstrated in the present negotiations. The task we have just performed, I believe, will furnish a concrete and enduring foundation for the intercourse of peace and amity between the three nations.

In conclusion, I wish to pay my most profound respect to the Chief Delegates and other members of the Delegations of Manchoukuo and the U.S.S.R., and to express my fervent hope for the most healthy development of the relations between these countries and Japan.

(ロ)「ユレネフ」「ソ」聯邦大使ノ挨拶

廣田外務大臣ガ今回ノ大事業ノ意義ヲ高ク評價セラレタルコトニ賛意ヲ表スルハ、私ノ深く満足トスル所デアリマス。

北滿鐵道ニ關スル二十一月ニ互ル交渉ノ終了及本日行ハレタル「ソ」滿代表團ニ於ケル協定ノ署名ハ幸福且多望ナル事實ト云フヘク、而シテ右事實ハ全世界ニ於ケル平和愛好者ヲ喜悅セシムルモノデアリマス。「ソヴィエト」聯邦政府ハ極東及全世界ニ於ケル平和ヲ確保ノ爲不斷ノ努力ヲ致シ居リ、殊ニ日「ソ」間關係ノ改善ニ對シ特別ノ意義ヲ附スルモノデアリマス。外務人民委員「エム・エム・ソトヴィノフ」ヲ通シ、日本國政府ニ對シ北滿鐵道ノ滿洲國ヘノ讓渡ニ關スル交渉ヲ直ニ開始スヘキ旨提議スルニ當リ、「ソヴィエト」聯邦政府ハ一般ニ認メラレタル其ノ平和政策ヲ指導原則トシ、滿洲國トノ長キ交渉ノ全期間中何等動搖スルコトナク右政策ヲ堅持シ、此ノ困難ニシテ複雑ナ交渉ノ成功ノ爲最大限ノ讓歩ト善意トヲ表示シマシタ。



1745

111

同時ニ本交渉中日滿兩國側カ協力及互譲ノ精神ヲ發揮セラレマシタコトヲ申上ケルノハ、私ノ愉快ヲ義務テアルト考フル次第デアリマス。此ノ機會ニ於キマシテ、私ハ「ソヴィエト」聯邦代表部ノ名ニ於テ廣田外務大臣ニ對シ特ニ感謝ノ意ヲ表シマス。廣田大臣ノ交渉ニ於ケル積極的御關與ハ、本交渉成功ノ頗ル重大ナル要因ヲ爲シテ居ルノデアリマス。

茲ニ申述ベタイコトハ、私ハ日本國カ「ソヴィエト」聯邦ト同様ノ平和愛好ノ精神ニ則リ、北滿鐵道讓渡ニ關スル協定ノ正確ナル履行ヲ確保セラレ、且兩國ニ關係アル他ノ諸問題ノ解決ニ付好意的態度ヲ執ラルルコトヲ信スルモノデアリマス。

善意ト相互信頼ノ精神、平和ヲ維持シ且確保セントスル堅キ決斷力トヲ以テスルニ於テハ、我々ハ何等ノ困難ナクシテ今後兩國ニ關係アル一切ノ問題ヲ解決シ、日「ソ」關係ノ發展及強化ヲ保障スルコトカ出來ルコトヲ確信スルモノデアリマス。

IMT 391

116

1745 Y6

(Translation)

It is a source of profound gratification for me to agree with His Excellency Mr. Hirota in his high appreciation of the far reaching importance of the present Agreement.

I am very happy that the negotiations which have extended for the past twenty-one months have culminated at last in the present Agreement, which we have signed today. Needless to say, this should bring a genuine satisfaction to every lover of peace throughout the world. The Soviet Government have consistently endeavored for the promotion of the peace of the Far East and of the entire world. Especially have they directed their best efforts to the improvement of the relations between Japan and the U.S.S.R.

The Soviet Government were only actuated by their well-known policy of peace when they approached the Japanese Government for the sale of the North Manchuria Railway to Manchoukuo. They have since consistently adhered to that policy throughout the long and difficult negotiations, for the success of which they have fully demonstrated their good will and made maximum concessions.

111

IMT 391

117

At the same time, I feel it my duty to mention that both Japan and Manchoukuo have displayed the spirit of conciliation and cooperation. I wish to avail myself of this opportunity to tender my sincere thanks to His Excellency Mr. Hirota on behalf of the entire Soviet Delegation. The positive contribution made by Mr. Hirota to the success of the negotiations was an important factor.

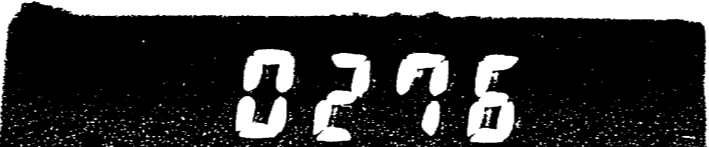
I believe that the Japanese Government, guided as they are like the Soviet by the love of peace, will secure a strict fulfillment of the obligations under the Agreement, and will further show their good will in solving the pending questions between our two countries.

With mutual good will and confidence, with firm determination to maintain and promote peace, I am convinced that we shall, without any difficulty, be able to settle all the questions and assure the healthy development of the relations between the U.S.S.R. and Japan.

(ハ) 丁滿洲國公使ノ挨拶

久シキニ互レル北滿鐵道交渉力途ニ成功シ、而モ我國皇帝陛下御渡日直前ノ今日、「ソヴェエト」聯邦全權委員各位トノ間ニ此ノ歴史の協定ニ署名ヲ丁シマシタルハ、本委員等ノ光榮タルノミナラス、東洋平和ノ爲欣幸ニ堪ヘサル所デアリマス。願レハ、一昨年「ソヴェエト」聯邦政府ハ極東ノ禍根タル北滿鐵道ノ讓渡ヲ申出テラレ、爾來日本國政府ノ仲介斡旋ニ依リ互ニ歩ミ寄り、漸ク今日ノ成果ヲ得タノデアリマスカ、之カ爲東亞ノ天地ハ頓ニ明朗ヲ加ヘ、協定署名ノ各方面ニ及ホス平和的好影響ハ少ナカラサルモノアリト思考致シマス。本協定成立ノ結果北滿ノ經濟的開發ハ更ニ躍進ヲ見ルヘキト共ニ、茲ニ我國ト「ソヴェエト」聯邦トノ友好善隣關係ノ根底成リタル次第デアリマス。

滿洲國ト「ソヴェエト」聯邦トハ長キ國境線ニ依リ相接シ、自然各種交渉案件ノ發生ヲ免レサルモ、廣田大臣ノ仰セラレタル如ク、此ノ種案件モ、本協定ニ披瀝セラレタル和衷協同ノ精神ヲ以テ折衝セバ容易ニ解決セラレヘキト、本委員等ノ確信スル所デアリマス。



1745

二一六
 尙最後ニ申上ケ度キコトハ今日ノ成功ハ日本國政府ノ熱心ナル仲介斡旋ニ俟ツコトノ甚大ナリシ
 コトデアリマス。而シテ、同國政府ハ更ニ我國ノ「ソヴェト」聯邦ニ對スル支拂ニ付保證ノ責
 ニ任セラレマシタ。斯ノ如キハ、日本國政府ノ我國ニ對スル深更ナル友情ノ披瀝ナルト共ニ、日
 滿兩國ノ特種緊密ナル關係ヲ表現セルモノトシテ感激ノ至リニ堪ヘマセヌ。茲ニ深甚ナル感謝ト
 敬意ヲ表シマス。

(Translation)

With the imminent visit of His Majesty the Emperor of Manchoukuo to Japan, it is a matter of signal honor to us Delegates of Manchoukuo to have formally affixed our signatures to the historic Agreement on the cession to Manchoukuo of the rights of the U.S.S.R. concerning the North Manchuria Railway. The successful outcome of the present negotiations is a definite contribution towards the peace of the Orient.

The Government of the U.S.S.R. made the proposal the year before last for the cession to Manchoukuo of their rights concerning the North Manchuria Railway,

IMT 391 120

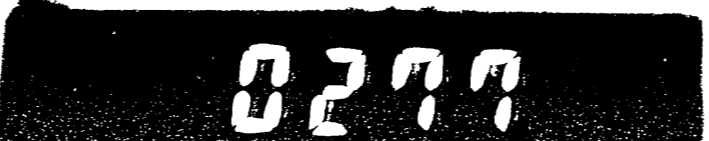
1745

which was regarded as a source of trouble in the Far East. The negotiations were then begun between Manchoukuo and the U.S.S.R., the Japanese Government acting as mediator. Through mutual concessions on both sides the Agreement for the cession has now been concluded, which should go far to improve the international situations in East Asia. It not only strengthens the foundation of a good neighborly relationship between Manchoukuo and the U.S.S.R. but promises a greater acceleration in the economic development of North Manchuria.

The contact between Manchoukuo and the U.S.S.R. along their extensive boundaries is apt to give rise to various questions. But as His Excellency the Foreign Minister Mr. Hirota has aptly pointed out, we firmly believe that such questions, if negotiated in the same spirit of mutual conciliation and cooperation as has been manifested in the present Agreement, will doubtless yield to an amicable solution.

The success we have just achieved is due chiefly to the earnest mediation of the Japanese Government which have gone even so far as to afford us facilities for the flotation of loans toward the payment of the price and to guarantee the full payment by Manchoukuo. We are happy to note that such act on the part of the Japanese Government is, indeed, a demonstration of their most cordial friendship towards

IMT 391 121



1745

our country as it is an eloquent testimony to the most intimate relationship that exists between Manchoukuo and Japan.

I wish to avail myself of this occasion to express my deep appreciation of the earnest endeavor of the mediator, His Excellency the Foreign Minister, Mr. Hirota.

一八

IMT 391 122

1745

一一、北滿鐵道讓渡協定調印ニ關スル廣田外務大臣及

「リトヴィノフ」外務人民委員間交換祝電

(昭和十年三月二十五日公表)

(イ)「リトヴィノフ」外務人民委員發廣田外務大臣宛祝電

(三月二十四日着)

His Excellency K. Hirota,
Minister for Foreign Affairs,
Tokyo.

I learned with much satisfaction of the signing of the Agreement concerning C.E.R. Consider it my pleasant duty to convey to you my sincere congratulation on the successful completion of the negotiations in which you personally took so active and fruitful a part. I feel sure that we will continue our further fruitful cooperation for the elimination of any cause for conflicts and misunderstandings between our countries and for the strengthening of really friendly relations between them in the in-

一九

IMT 391 123

1745

terest of our nations and of general peace.

Litvinov

Peoples Commissar for
Foreign Affairs.

Moscow, March 23rd.

1110

(右邦譯文)

北鐵讓渡條約調印ノ報ニ接シテ欣快ノ念ニ堪エマセス。閣下ハ同交渉ニ親シク積極的ニ關與シ其ノ成功ニ貢獻セラレマシタカ、交渉ノ結了ニ際シテ衷心閣下ニ對シ祝意ヲ表スルコトハ私ノ欣ハシキ義務テアルト思ヒマス。我々ハ兩國間ノ衝突誤解ノ原因ヲ除去シ、眞實ニ友好的ナル關係ヲ強化セシムル爲效果的ナル協力ヲ今後更ニ續ク度イト思ヒマスカ、右ハ單リ日蘇兩國民ノ利益トナルノミナラス、延テハ亦世界平和ニ寄與スル所以ヲモアルト信スル次第デアリマス。

莫斯科ニ於テ

「ソツエト」聯邦外務人民委員

リトヴィノフ

廣田 外務大臣閣下

124

IMT 391

1745

(日) 廣田外務大臣發「リトヴィノフ」聯邦
外務人民委員宛返電 (三月二十五日發)

His Excellency Monsieur M. Litvinov,

Peoples Commissar for Foreign Affairs,

Moscow.

Sincere thanks for your telegram. I reciprocate the feeling of satisfaction for the successful completion of the negotiations concerning the North Manchuria Railway and I take this opportunity to express my deep appreciation for your steadfast and untiring efforts which contributed so much to the success of the negotiations. The Agreement will promote cordial relations between the USSR and Manchoukuo, and a foundation has been laid by this Agreement for further development of friendly relations between Japan, the USSR and Manchoukuo. I firmly believe that the same spirit of conciliation and cooperation as demonstrated in the present nego-

1111

IMT 391

125

1745

tations will insure amicable settlement of other pending questions, thereby further strengthening the basis of peace in East Asia.

1111

K. Hirota,

Minister for Foreign Affairs.

Tokyo, March 25th.

(右邦譯文)

貴電深謝致シマス。北鐵交渉カ圓滿ナ妥結ヲ見ルニ至リマシタコトハ、本大臣モ亦齊シク満足トスル所デアリマシテ、此ノ機會ニ於テ本大臣ハ閣下カ同交渉成立ノ爲確固不撓ノ努力ヲ致サレタコトニ對シ、深甚ナル敬意ヲ表シマス。本協定ノ成立ニ依ツテ「ソ」滿兩國ノ關係ハ益友好ノ度ヲ加フヘク、又日、「ソ」、滿三國ノ親善關係ハ、本協定ニ依リ其ノ新シキ發展ニ向ツテ一基礎ヲ置カレタモノデアリマス。三國間ノ諸懸

IMT 391

126

1745

案ハ今回ノ交渉ニ於テ發揮セラレタト同様ノ和衷協同ノ精神ヲ以テスルニ於キマシテハ、圓滿ナル解決ヲ期待シ得ヘク、之ニ依リ東亞ノ平和ハ一層強固ヲ加フヘキヲ確信スル次第デアリマス。

東京ニ於テ

外務大臣 廣田 弘毅

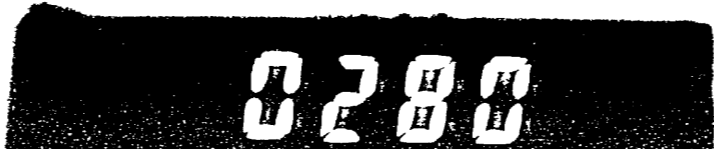
「ソ」聯邦外務人民委員

リトゾイノフ閣下

IMT 391

127

1111



1745

参
考

IMT 391

128

181

17 27

F-0239

0281

1745

「参考」

北鐵讓渡ニ關スル基本協定、議定書及交換公文ノ要領

(昭和十年三月二十三日)

一、基本協定

滿「ソ」間ニ成立セル北滿鐵道讓渡協定ノ概要

(1) 讓渡ノ目的物

「ソヴィエト」聯邦ハ本協定署名ト同時ニ、北鐵並其ノ附帶事業及財産ニ關シテ有スル一切ノ權利ヲ滿洲國ニ讓渡スル。但シ現在在哈爾濱「ソ」聯邦總領事館及其ノ館員合宿所ノ占ムル土地建物、學校一及病院用建物一ハ其ノ土地ト共ニ「ソ」側ニ無償無期限ニテ貸與シ、又滿洲里及綏芬河驛ニ於ケル「ザバイカル」及「ウズリト」鐵道所屬財産ニシテ、現ニ其ノ占有スルモノハ「ソ」側ノ財産トシテ殘ルモ、「ソ」側カ現ニ北鐵ニ使用セラルルモ北鐵ニ屬セスト主張シ來レル機關車、貨車等ノ財産ハ、從來北鐵財産ニシテ「ソ」聯邦内ニ流出ノ儘トナツテ居ル車輛等ノ財産ト相殺シ、爾後相互ニ之ニ付何等ノ請求ヲ爲ササルモノトスル。

114

IMT 391

129

(2) 代償額ノ支拂方法

二二八

滿洲國ハ協定署名後三ヶ年内ニ代償額一億四千萬圓(日本貨)ヲ「ソウヰエト」聯邦ニ支拂フコトトナツテ居ル。其ノ内四千六百七十萬圓ハ現金(但シ内二千三百三十萬圓ハ協定署名ト同時ニ支拂)ニテ支拂ヒ、残りノ九千三百三十萬圓ニ付テハ、在日「ソウヰエト」聯邦通商代表部カ同額支日滿臣民又ハ法人ヨリ購入スル日滿商品ノ代金ヲ、滿洲國側ニ於テ商人ニ直接支拂フ形式ニ依リ對「ソ」代償額支拂ノ決濟ヲ完了スル仕組トナツテ居ル。

(3) 北鐵ノ債權債務ノ處理

北鐵ノ債權債務ニ付テハ客年三月「ソ」側代表ヨリ提出ノ北鐵貸借表及其ノ後ノ變化ヲ示ス爲作成セラレタ追加貸借表ニ基キ債權債務ヲ引受ケ、又一九一七年三月九日ノ露國革命前ニ生シタ東支鐵道(北滿鐵道)ノ株主、社債權者及債權者ノ請求ニ對シテハ、「ソ」側ニ於テ責ニ任スルモノトスル。

(4) 「ソ」聯邦人タル北鐵從業員ノ處置

北鐵ノ「ソ」側從業員ハ一般ニハ三ヶ月ノ豫告ヲ以テ何時ニテモ解雇シ得、且彼等ハ解雇後二ヶ

IMT 391 130

月以内ニ歸國スルコトナツテ居ル。尤モ從來ノ北鐵中央部ニ於ケル「ソ」側幹部ハ協定署名後直ニ自働的ニ解任セラレ、其ノ内管理局長外四名ハ一ヶ月間滿側顧問トシテ殘ルノテアル。又地方ノ鐵道管區長、驛長及機關庫長並各附帶事業主任者ハ何時ニテモ豫告ナシニ解雇シ得ル。尙解雇セラレタ從業員ハ總計約三萬圓ニ達スル正規ノ退職金(恩給ハ八年半ノ「キャピタルペーシジョン」ヲ一部ハ即時ニ、残りハ二年四期ニ分チテ受領シ、本人家族及引越荷物ハ國境迄無賃輸送セラレルコトニナツテ居ル。

(5) 鐵道及電信連絡ニ關スル協定締結ノ件

協定締結後三ヶ月内ニ北鐵ト「ソ」側鐵道間ノ連絡運輸協定ヲ締結シ、又同様三ヶ月以内ニ北鐵電信線ト「ソ」側電信線間ノ電信連絡協定ヲ締結スルコトニナツテ居ル。

二、最終議定書

協定附屬ノ最終議定書ニハ、「ソ」側幹部ノ書類引渡ノ性質及「ソ」側顧問ノ進言ニ關スル責任、「ソ」側ニ貸與スル學校、病院カ滿洲國ノ法規ニ服スルコト、三ヶ月間北鐵「ソウヰエト」學校ノ繼續、從業員共同組合ノ清算、電信連絡ニ關スル過渡的規定等ニ付規定ヲ設ケテ居ル。

二二九

IMT 391 131



三、日滿「ソ」三國間議定書

前記ノ通北鐵代償額中ノ約三分ノ二、即九千三百三十萬圓ハ日滿兩國ニ於テ生産又ハ製造セラレ
タ物品ノ購入ニ充テラルルコトトナツテ居ル。右商取引ノ圓滑公正ニ行ハルルコトヲ期スルト共
ニ、之ニ關聯シテ發生スルコトアルヘキ紛議解決ノ爲、日滿「ソ」三國間ニ一ノ議定書ヲ作り日
滿兩國政府ハ「ソ」側ノ本件商品購入ニ對シ出來得ル限リノ便宜ト援助ヲ與フルト共ニ、取引ニ
關スル紛議ハ三國政府ノ任命スル委員ヲ以テ調停委員會ヲ組織シテ解決ヲ計ラシメ、又所定ノ場
合ニハ「ソ」聯邦政府トノ間ノ外交的手段ヲ以テ紛議ノ間滑ナル解決ニ努ムルコトトナツテ居
ル。

四、滿洲國ノ支拂義務履行ニ關スル帝國政府ノ保障

(1) 日「ソ」間ノ交換公文

帝國政府ハ「ソヴェト」聯邦政府ノ希望ニ基キ滿洲國カ正確ニ前記一億四千萬圓ノ對「ソ」聯邦
支拂義務ヲ履行スルコトヲ「ソ」政府ニ保障スルコトトシ、其ノ趣旨ノ公文交換ヲ爲スト同時ニ、
別ノ公文ヲ以テ右保障ノ意義ヲ明カニシタ。

(2) 日滿間ノ交換公文

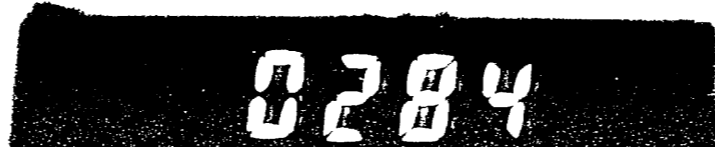
帝國政府ノ前記保障ニ關聯シテ日滿兩國政府間ニ公文ヲ交換シ、之ニ依リ滿洲國ハ我國ノ「ソ」
聯邦ニ與ハタル保障ニ異議ナク、且同國ハ支拂義務ヲ正確ニ履行シ、我國ニ對シ何等ノ迷惑ヲカ
ケサルヘキ旨ヲ明カニシタ。

GIST OF THE AGREEMENT, PROTOCOLS AND NOTES OF EXCHANGES
CONCERNING THE CESSION TO MANCHOUKHO OF THE RIGHTS
OF THE U.S.S.R. IN THE NORTH MANCHURIA RAILWAY.

(1) Basic Agreement.

General outline of the Agreement for the cession to Manchoukuo of the rights
of the U.S.S.R. in the North Manchuria Railway concluded between Manchoukuo
and the U.S.S.R.

I. Object matters of the cession.
The U.S.S.R. cedes to Manchoukuo upon the signing of this Agreement, all the



1745

1. IIII

rights concerning the North Manchuria Railway, its subsidiary enterprises and properties. The land and buildings now occupied by the Soviet Consulate-General and its officials, and one school and one hospital together with their land shall be leased rent-free and sine die to the U.S.S.R. The properties, such as locomotives and freight cars, occupied by the North Manchuria Railway which are claimed by the Government of the U.S.S.R. as belonging to them and not to the Railway, and the properties existing in the territory of the U.S.S.R. which are claimed by the Government of Manchoukuo as belonging to the North Manchuria Railway, are regarded as having been mutually renounced by respective Governments in favor of the other Government, and neither Government shall in future raise against the other Government any demand concerning the said properties.

The above provisions shall not apply to the properties of the Transbaikal Railway now existing at Manchuli, and the properties of the Ussuri Railway now existing at Suifenho, which are actually occupied respectively by the said two Railways and shall remain their property under their management.

2. Method of Payment of the Price.

Manchoukuo is to pay to the U.S.S.R. within three years after the signing of this Agreement the sum of ¥140,000,000 in Japanese currency. Out of this sum, ¥46,-

IMT 391 383 134

1745

700,000 will be paid in cash (of which the sum of ¥23,400,000 is to be paid simultaneously with the signing of the present Agreement.)

The remaining ¥93,300,000 is to be settled by direct payments made by Manchoukuo Governments to the merchants for the goods which the Soviet Trade Representation purchase from the subjects or juridical persons of Japan or Manchoukuo.

3. Disposition of the credits and liabilities of the North Manchuria Railway.

Manchoukuo is to be responsible, on the basis of the table of credits and liabilities of the North Manchuria Railway submitted by the Soviet Delegation in March last year and the supplementary table of credits and liabilities made to show the subsequent changes, for the credits and liabilities of the North Manchuria Railway. The U.S.S.R. is to be responsible for the claims made the share-holders, bond-holders and creditors of the Chinese Eastern Railway (the North Manchuria Railway), which arose before Russian Revolution of the 9th of March, 1917.

4. Disposition of the Soviet employees of the North Manchuria Railway.

It is agreed as a general rule that employees of the North Manchuria Railway who are citizens of the U.S.S.R. may be dismissed with three months' notice and that they are to return to their country. However, persons of the Soviet nationality who

1. IIII

IMT 391 383 135

1745

1 III E

have served in the central administration of the North Manchuria Railway are to be dismissed automatically immediately after the signing of the Agreement, and of these persons the Director-General and four others are to remain in service as advisers to Manchoukuo for a month.

The superintendents of the local divisions, station masters, chiefs of locomotive sheds and of accessory enterprises may be dismissed at any time without previous notice.

Employees dismissed are to receive the dismissal allowance amounting in total to ¥30,000,000, part of which is to be paid at once, the remainder to be spread over two years and paid in four installments. It is agreed that the dismissed and their family are to be transported free of charge as far as the border, together with their personal effects.

5. The Agreement concluded as to the Railway and the telegraphic connections.

Within three months of the conclusion of the Agreement, a separate agreement looking towards facilitating the traffic connection between the N.M.R. and the Soviet railway system will be negotiated. Another agreement for the telegraphic connection between the telegraphic lines operated by the N.M.R. and those of the Soviet lines is also to be negotiated within three months.

136

IMT 391

1745

(II) Final Protocol

In the Final Protocol attached to the Agreement there are stipulated such matters concerning the handing over to Manchoukuo of archives records, papers and documents belonging to the senior Soviet members of the administration of the Railway; the responsibility of the Soviet advisers for their advisers; the school to be leased to the Soviet; the jurisdiction over the Soviet hospital; the continuation of the Soviet school maintained by the N.M.R. for three months; the liquidation of the cooperative society of the employees of the N.M.R., and the transitory provisions concerning the telegraphic connection.

(III) PROTOCOL EXCHANGED BETWEEN THE DELEGATES OF THE THREE COUNTRIES.

As stated above, the Agreement provides that about two-thirds of the price to be paid by Manchoukuo for the N.M.R., namely ¥93,300,000, shall be spent in purchasing goods produced or manufactured in Japan or Manchoukuo. In order to assure the fair and normal conduct of the transaction and to provide for the settlement of disputes arising from it, a Protocol has been entered into between Japan, Manchoukuo and the U.S.S.R. This Protocol provides for facilitating, as much as possible, the purchase by the Soviet of the above commodities; for settlement of disputes con-

1 III E

137

IMT 391

0286

cerning the transaction through the mediation commission consisting of commissioners appointed by the three countries and also for a fair and appropriate settlement of disputes by diplomatic negotiations with the Soviet Government in certain cases stipulated in the Protocol.

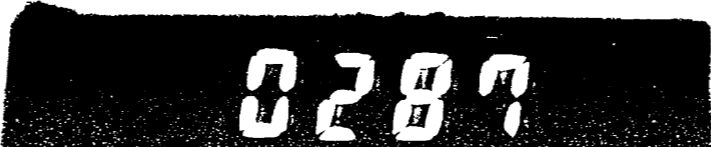
(IV) THE GUARANTY OF THE JAPANESE GOVERNMENT REGARDING THE FULFILLMENT BY THE GOVERNMENT OF MANCHOUKHO OF THEIR OBLIGATION OF PAYMENT.

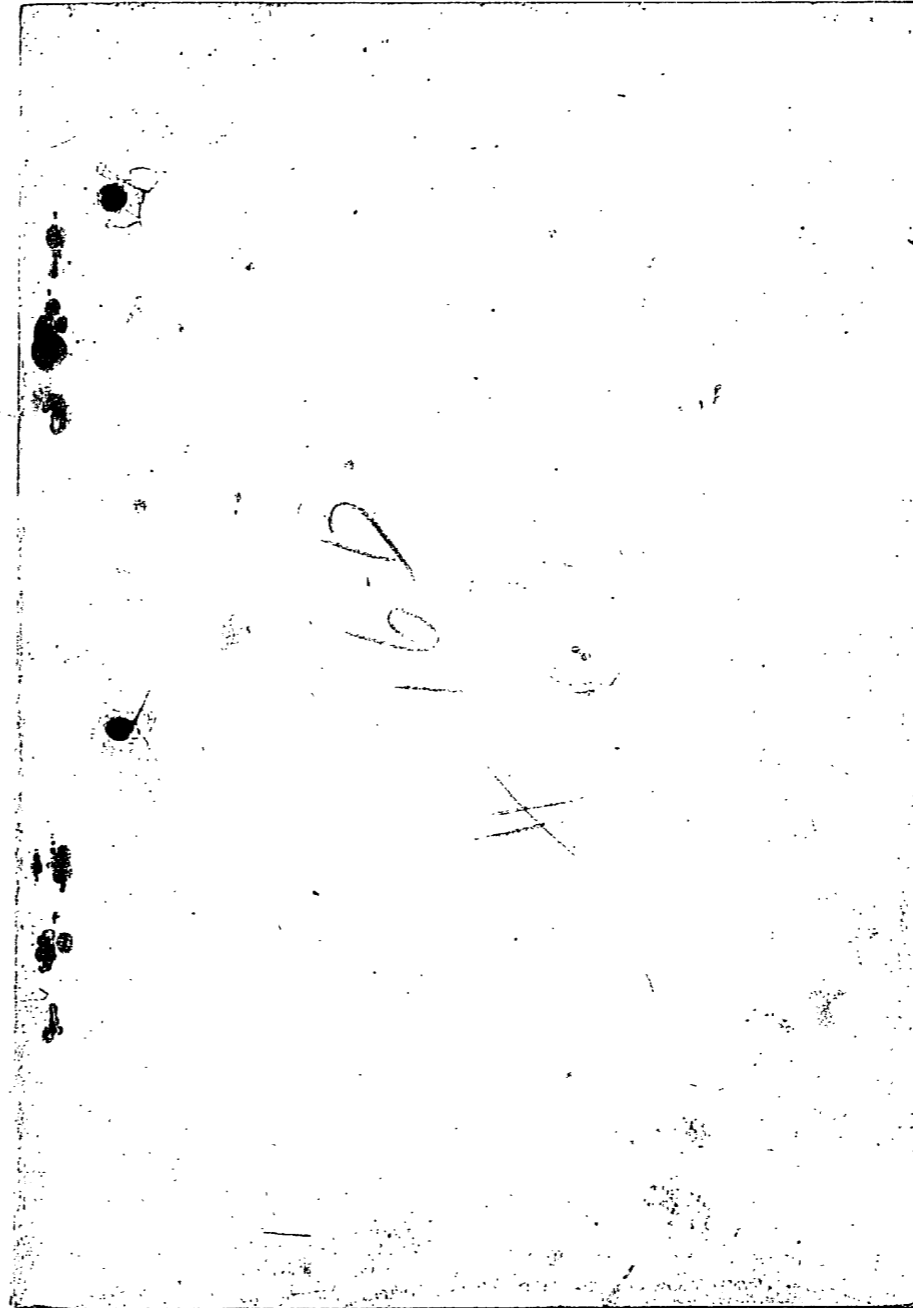
(1) Notes exchanged between Japan and the U.S.S.R.

In compliance with the request of the Government of the U.S.S.R., the Japanese Government have guaranteed for them the strict fulfillment by Manchoukuo of its obligation of payment to the U.S.S.R. of ¥140,000,000 and exchanged Notes with the Soviet Government to that effect besides clarifying the nature of the said guaranty by another exchange of Notes.

(2) Notes exchanged between Japan and Manchoukuo.

Notes have been exchanged between the Governments of Japan and Manchoukuo with regard to the above guaranty given by the Japanese Government, by which Manchoukuo, having no objection to it, has declared that it will fulfill strictly its obligation of payment and will not cause any loss to Japan.





F-0239 |

0288

F1.9.2.5-11.

六

極秘 参考

(秘 密)

議 定 書

(譯 文)

○
○
○
○

F-0239

0289

(秘密)

議定書

北滿鐵道(東支鐵道)ニ關スル「ソグィエト」社會主義共和國聯邦ノ權利ヲ滿洲國ニ讓渡スル爲ノ
滿洲國「ソグィエト」社會主義共和國聯邦間協定ニ本日署名スルニ當リ滿洲國及「ソグィエト」社
會主義共和國聯邦ノ全權委員ハ右協定第四條ノ規定ニ關シテ左ノ諸條項ヲ協定セリ
協定第四條ニ記載セラルル資産及負債ノ諸表ニ既ニ掲ゲラルル債務ノ外右ノ中最後ノ表ノ日附ニ
先チ北滿鐵道(東支鐵道)ニ依リ正當ニ且合法的ニ契約セラレタルモ右諸表ノ何レニモ挿入セラ
レ居ラザル他ノ何等カノ債務ガ發見セラレタルトキハ「ソグィエト」社會主義共和國聯邦政府ハ右
債務ニ對シ責任ヲ負フベキ用意ヲ有ス
「ソグィエト」社會主義共和國聯邦政府ハ千九百十七年三月九日ヨリ千九百二十四年五月三十一日
迄ノ鐵道業務ヨリ生ズル一切ノ訴訟ニシテ北滿鐵道(東支鐵道)ニ對シ既ニ滿洲國裁判所ニ提起セ
ラレタルモノ又ハ右鐵道ニ對シ將來右裁判所ニ提起セララルコトアルベキモノニ關シ何等ノ責任

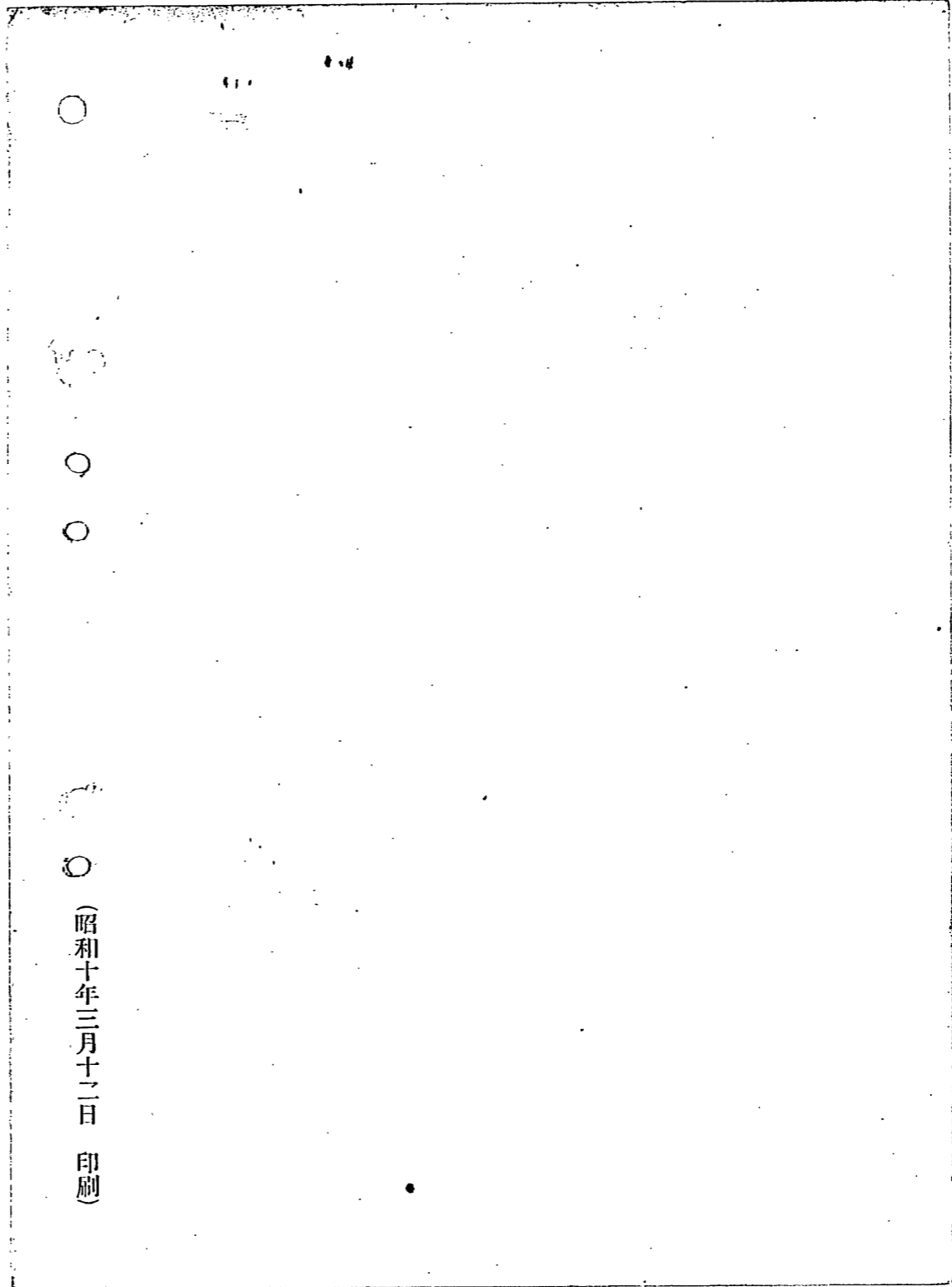
ヲ負ハズ

「ソヴィエト」社會主義共和國聯邦政府ハ千九百二十四年五月三十一日以後行ハレタル北滿鐵道(東支鐵道)ノ業務ヨリ生ジタル一切ノ訴訟ニシテ千九百三十四年十二月二十日迄ニ北滿鐵道(東支鐵道)ニ對シ滿洲國裁判所ニ提起セラレタルモノニ關シテハ其ノ半ヲ限度トシテ責任ヲ負フコトニ同意ス右訴訟ニ對シ爲サレタル滿洲國裁判所ノ判決ニ關シテハ右判決ガ確定シ有效ト爲リタルトキ「ソヴィエト」社會主義共和國聯邦政府ハ右判決ニ基キ滿洲國政府ガ支拂フ金額ノ半ヲ滿洲國政府ニ支拂フコトニ同意ス

本議定書ハ前記協定ノ一部ヲ成シ右協定ト同時ニ實施セラルベシ

康德二年 月 日即チ千九百三十五年 月 日東京市ニ於テ英吉利語ヲ以テ本書ニ通ヲ作

成ス



○ (昭和十年三月十二日 印刷)

F-0239

0292