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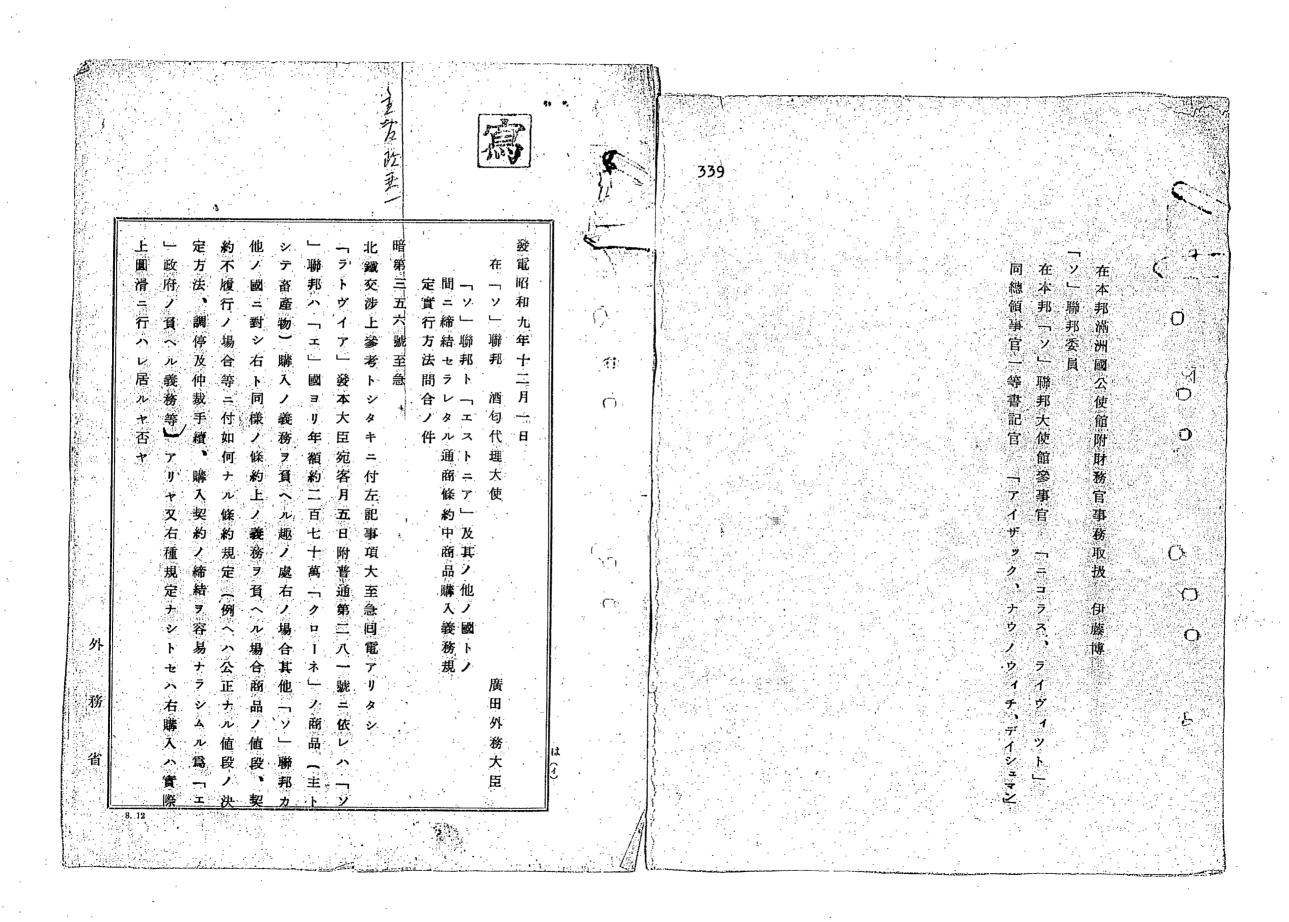
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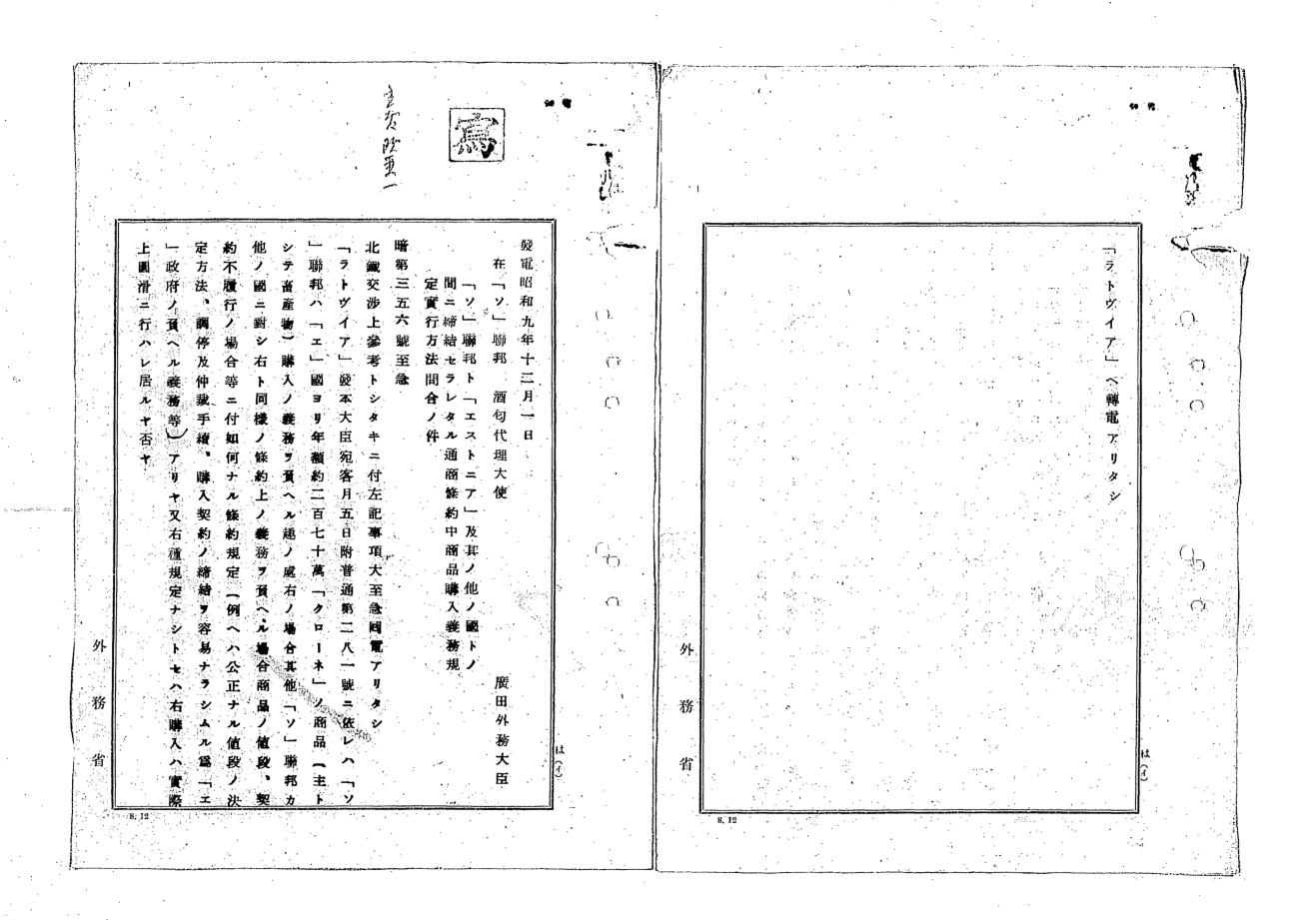
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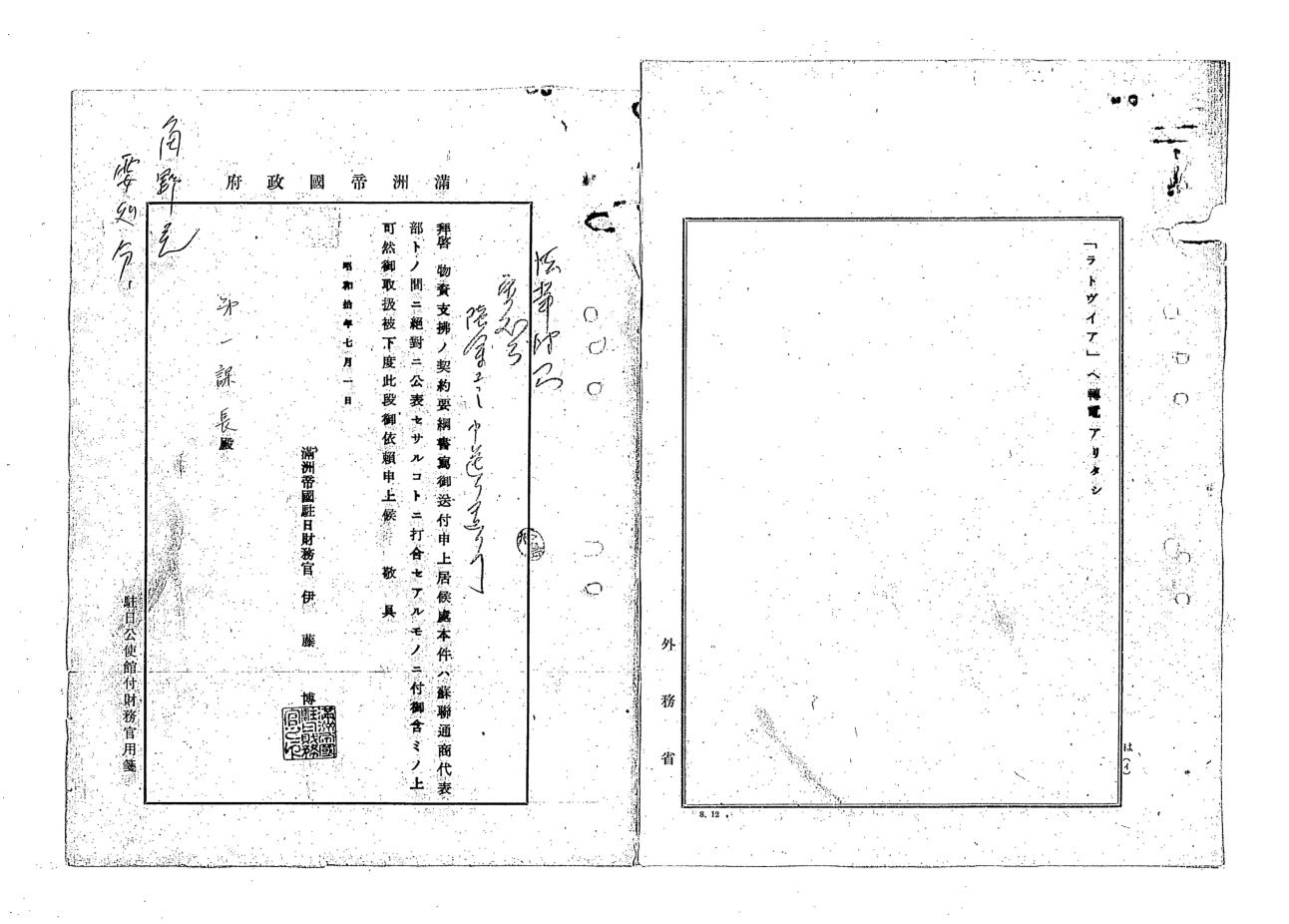
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F-0241







May 11, 1935

TO THE FINANCIAL ATTACHE TO MANCHOUKUO LEGATION
IN JAPAN.

The Trade Representation of the USSR in Japan is hereby forwarding to you the Resume of Contract No. 1, concluded with Firm Mitsubishi Shoji Kabushiki Kaisha on the May 10, 1935 in the city of Tokyo for the selling of the goods by the Firm to the Trade Representation of the USSR in Japan in respect of the sums due to the Government of the USSR in accordance with the Agreement concluded between the Governments of the USSR and Manchoukuo for the cession of the rights of the USSR concerning the Chinese Eastern Railway (N.M.R.) on the 23rd March, 1935.

In accordance with Item 5, Article IX of the above mentioned Agreement of the 23rd March, 1935, the Trade Representation of USSR in Japan requests you to confirm in the course of seven days after this date to the Trade Representation of the USSR in Japan and to the Firm Mitsubishi Shoji Kabushiki Kaisha that the Government of Manchoukuo undertakes to effect the payment of the sums to be indicated by the Trade Representation which shall be due to the Firm in accordance with the conditions of Contract No. 1.

Enclosure : Resume of Contract No. 1.

THE TRADE REPRESENTATION OF THE USSR IN JAPAN.

F. No. 2.

Tokyo,		193
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## TO THE TRADE REPRESENTATION OF THE USSR IN JAPAN

The Financial Attache to the Manchoukuo Legation in Japan
hereby confirms the receipt on the, 193 of
the Resume of Contract No, concluded between the
Trade Representation of the USSR in Japan and the Firm
••••••

THE FINANCIAL ATTACHE TO THE MANCHOUKUO LEGATION

IN JAPAN

F. No. 3.

F-0241

Tokyo, ..... 1935.

TO THE FIRM .....

The Financial Attache to the Manchoukuo Legation in Japan hereby confirms the receipt on the ......... 193... of the Resume of Contract No. ...... concluded between you and the Trade Representation of the USSR in Japan.

THE FINANCIAL ATTACHE TO THE MANCHOUKUO LEGATION IN JAPAN.

F. No. 4.

. . . . . . .

## RESUME OF CONTRACT NO. 0001

For the purchase of goods, as provided for by the Agreement, concluded between the Governments of the USSR and Manchoukuo on the 23rd March, 1935 for the cession of the rights of the USSR concerning the Chinese Eastern Railway (N.M.R.) and the Protocol concluded between the Governments of the USSR, Japan and Manchoukuo of the same day.

NOTE: In all cases hereinafter the Agreement between the Governments of the USSR and Manchoukuo for the cession of the rights of the USSR concerning the Chinese Eastern Railway shall be called, for short, the "Principal Agreement."-

T 0 K Y 0 , 10th May day, 1935.

- 1. Name of the Parties: The Trade Representation of the USSR in Japan, hereinafter called the "Trade Representation" and the Firm Mitsubishi Shoji Kaisha Ltd, hereinafter called the "Firm".
- 2. The Object of Contract: The Firm undertakes to sell at the date indicated below the following goods Cocoanut Oil two hundred (200) kilo-tons (units of measurement: quantity, kilogr., etc.).
- 3. In accordance with Article IX of the Principal Agreement the Firm certifies that the subject of the present Contract is goods of Japanese origin, in confirmation of which the Firm undertakes to present the Financial Attache to the Legation of Manchoakuo in Japan with corresponding certificates, as provided for in the first paragraph of Item 5, Article IX of the Principal Agreement.
  - 4. Total Amount of Contract (in Yen) 68.120

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- 5. Date of delivery of goods 30th May and 10th June, 1935.
- 6. Place of delivery of goods Vladivostock.
- 7. Conditions of payment: The payment for the goods purchased under Contract No. ..... shall be effected by the Government of Manchoukuo in accordance with the provisions of Items 4 and 5, Article IX of the Principal Agreement in the following manner:
- a) The first payment of sum 27.954 Yen the Firm has to receive on the 11th June, 1935.
- b) The second payment of sum 3.106 Yen, the Firm has to receive on the 18th June. 1935.
- c) The third payment of sum 27.954 Yen, the Firm has to receive on the 21st June, 1935.
- d) The fourth payment of sum 3.106 Yen the Firm has to receive on the 27th June, 1935.
- 8. Abrogation of Contract. In case of abrogation of Contract No. .... by the Trade Representation, the Trade Representation simultaneously shall notify the Financial Attache to the Manchoukuo Legation in Japan so that the Financial Attache may abrogate the communication of the Government of Manchoukuo with regard to the payment effected for goods indicated in Contract No. .... which was issued to the Firm under the provisions of the second paragraph of Item 5, Article IX of the Principal Agreement.
- 9. Contract No. 0001 comes into force after the Financial Attache to the Manchoukuo Legation in Japan notified the Trade Representation in Japan and the Firm that the Covernment

of Manchoukuo undertakes to effect the payment for the goods under the Contract No. .....

THE TRADE REPRESENTATION OF THE USSR IN JAPAN -

MITSUBISHI SHOJI KAISHA, LTD.,

Manager

Fertilizer Department, Tokyo.

<u>of</u>

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Tokyo, ...... 193....

TO THE TRADE REPRESENTATION OF THE USSR IN JAPAN

The Financial Attache to the Manchoukuo Legation in Japan hereby confirms the receipt on the ......, 193.... of the Resume of Contract No. ....., concluded between the Trade Representation of the USSR in Japan and the Firm ......

THE FINANCIAL ATTACHE TO THE MANCHOUKUO LEGATION
IN JAPAN

F. No. 3.

. 0

Tokyo,	•••••	1935.

The Financial Attache to the Manchoukuo Legation in Japan hereby confirms the receipt on the ........ 193... of the Resume of Contract No. ...... concluded between you and the Trade Representation of the USSR in Japan.

THE FINANCIAL ATTACHE TO THE MANCHOUKUO LEGATION IN JAPAN.

F. No. 4.

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TO THE FIRM ....

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May 11, 1935

of Manchoukuo undertakes to effect the payment for the goods under the Contract No. ......

THE TRADE REPRESENTATION OF THE USSR IN JAPAN -

MITSUBISHI SHOJI KAISHA, LTD.,

Manager

Fertilizer Department, Tokyo.

TO THE FINANCIAL ATTACHE TO MANCHOUKUO LEGATION
IN JAPAN.

The Trade Representation of the USSR in Japan is hereby forwarding to you the Resume of Contract No. 1, concluded with Firm Mitsubishi Shoji Kabushiki Kaisha on the May 10, 1935 in the city of Tokyo for the selling of the goods by the Firm to the Trade Representation of the USSR in Japan in respect of the sums due to the Government of the USSR in accordance with the Agreement concluded between the Governments of the USSR and Manchoukuo for the cession of the rights of the USSR concerning the Chinese Eastern Railway (N.M.R.) on the 23rd March, 1935.

In accordance with Item 5, Article IX of the above mentioned Agreement of the 23rd March, 1935, the Trade Representation of USSR in Japan requests you to confirm in the course of seven days after this date to the Trade Representation of the USSR in Japan and to the Firm Mitsubishi Shoji Kabushiki Kaisha that the Government of Manchoukuo undertakes to effect the payment of the sums to be indicated by the Trade Representation which shall be due to the Firm in accordance with the conditions of Contract No. 1.

Enclosure : Resume of Contract No. 1.

THE TRADE REPRESENTATION OF THE USSR IN JAPAN.

F. No. 2.

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F-0241

## RESUME OF CONTRACT NO. 0001

For the purchase of goods, as provided for by the Agreement, concluded between the Governments of the USSR and Manchoukuo on the 23rd March, 1935 for the cession of the rights of the USSR concerning the Chinese Eastern Railway (N.M.R.) and the Protocol concluded between the Governments of the USSR, Japan and Manchoukuo of the same day.

NOTE: In all cases hereinafter the Agreement between the Governments of the USSR and Manchoukuo for the cession of the rights of the USSR concerning the Chinese Eastern Railway shall be called, for short, the "Principal Agreement."-

T 0 K Y 0 , 10th May day, 1935.

- 1. Name of the Parties: The Trade Representation of the USSR in Japan, hereinafter called the "Trade Representation" and the Firm Mitsubishi Shoji Kaisha Ltd, hereinafter called the "Firm".
- 2. The Object of Contract: The Firm undertakes to sell at the date indicated below the following goods Cocoanut Oil two hundred (200) kilo-tons (units of measurement: quantity, kilogr., etc.).
- 3. In accordance with Article IX of the Principal Agreement the Firm certifies that the subject of the present Contract is goods of Japanese origin, in confirmation of which the Firm undertakes to present the Financial Attache to the Legation of Manchoukuo in Japan with corresponding certificates, as provided for in the first paragraph of Item 5, Article IX of the Principal Agreement.
  - 4. Total Amount of Contract (in Yen) 62.120

5. Date of delivery of goods 30th May and 10th June, 1935.

- 6. Place of delivery of goods Vladivostock.
- 7. Conditions of payment: The payment for the goods purchased under Contract No. ..... shall be effected by the Government of Manchoukuo in accordance with the provisions of Items 4 and 5, Article IX of the Principal Agreement in the following manner:
- a) The first payment of sum 27.954 Yen the Firm has to receive on the 11th June, 1955.
- b) The second payment of sum 3.106 Yen, the Firm has to receive on the 18th June, 1935.
- c) The third payment of sum 27.954 Yen, the Firm has to receive on the 21st June, 1935.
- d) The fourth payment of sum 3.106 Yen the Firm has to receive on the 27th June, 1935.
- 8. Abrogation of Contract. In case of abrogation of Contract No. .... by the Trade Representation, the Trade Representation simultaneously shall notify the Financial Attache to the Manchoukuo Legation in Japan so that the Financial Attache may abrogate the communication of the Government of Manchoukuo with regard to the payment effected for goods indicated in Contract No. .... which was issued to the Firm under the provisions of the second paragraph of Item 5, Article IX of the Principal Agreement.
- 9. Contract No. 0001 comes into force after the Financial Attache to the Manchoukuo Legation in Japan notified the Trade Representation in Japan and the Firm that the Government

of

<u>5.</u>

Tokyo, ...... 193.....

TO THE TRADE REPRESENTATION OF THE USSR IN JAPAN

The Financial Attache to the Manchoukuo Legation in Japan hereby confirms the receipt on the ......, 193..... of the Resume of Contract No. ....., concluded between the Trade Representation of the USSR in Japan and the Firm ......

THE FINANCIAL ATTACHE TO THE MANGHOUKUO LEGATION
IN JAPAN

F. No. 3.

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TO THE FIRM .....

The Financial Attache to the Manchoukuo Legation in Japan hereby confirms the receipt on the ....... 193... of the Resume of Contract No. ...... concluded between you and the Trade Representation of the USSR in Japan.

THE FINANCIAL ATTACHE TO THE MANCHOUKUO LEGATION IN JAPAN.

F. No. 4.

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## CONTRACT. No. .....

For the purchase of goods subjected to the agreement concluded between the Coverments of U.S.S.R. and Manchoukuo on the 23rd March, 1935, for the cession of the rights of the U.S.S.R. concerning the Chinese Eastern Railway (N.M.R.) and the protocol concluded between the Governments of USSR, Japan and Manchoukuo at the same day.

MOTE: In all cases hereinafter the above will be referred to for short as follows:-

- a) The Agreement between the Governments of the USSR and Manchuokuo for the cession of the rights of the USSR concerning the Chines Eastern Railway (N.M.R.) "Principal Agreement".
- b) The Protocol concluded between the Governments of USSR and Mancoukuo "Protocol".

Tokyo, 10th May 1935.

The Trade Representation of the U.S.S.R. in Japan, hereinafter referred to as "Trade Representation", acting in accordance with Item 1, Article 1X of the Principal Agreement of the one party and the Firm Yasaka Shoji Kaisha, Ltd., hereinafter referred to as - "Firm, of the other party - have concluded this Contract as follows:-

1.	Object o	of the	Contract.	The	Firm	has	sold	to	the	Trade	Represent	ation
••••	<b></b>	• • • • • •										• • • • •

NOTE: In accordance with Article IX of the Principal Agreement the Firm certifies that the object of the present Contract are goods of X Japanese origin in conformity of which the Firm undertakes to the submit to the Financial Attache to the Legation of Manchoukuo in Japan corresponding certificate, as provided for in the first paragraph of Item 5, Article IX of the Principal Agreement.

- 2. The quality of the goods and conditions of delivery :
  - a) See addendum of this Contract ......
- b) inspection of the quality to be decided finally by the analysis in Vladivostock.



as follows:-

	5. The Price per unit of goods: See.addendumof.this.Contract
	4. Total amount
	***************************************
	5. The time of delivery the goods purchased under this Contract are:-
	of the goods at Vladivostock not later than 20th of this May
, ,	The handing of the goods to the Trade Representation in Vladivostock
<i>ر</i>	must be confirmed by a special act, sighned by the Representatives of both parties.
ŀ	6. Place of deliveryat Vladivostock
	7. Terms of payment: All payment on this Contract are to be made on the besis of Items 4 and 5. Article 1V of the Extracted Agreement which are

- "4. The contract 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 each for goods by the Government of Manchoukuc.
- " 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 Attache to the Legation of Manchoukuo in Japan & resume of the contract, mentioning the name of the parties to the contract, the description, place of origin and quantity of goods, the total amount of the sum to be paid, the date end place of delivery of the goods and of the payment therefore, as well as any other terms of payment and delivery, including any provisions for payment in advance. The said resume shall be eatested by both parties to the contract. Besides this, so far as diroumstances 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 Attache by the seller of the goods.

The Financial Attache, upon receipt of the resume of the contract, provided its contracts do not conflict with the provisions of the present Article, shall notify, not later than within seven days therefore, the Trade Representation and the seller of the goods concerned to the effect that the

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3. The Price per unit of goods: See.addendum.of.this.Contract...

4. Total amount

The handing of the goods to the Trade Representation in Vladivostock must be confirmed by a special act, signned by the Representatives of both parties.

- 6. Place of delivery ....at Vladivostock.....
- 7. Terms of payment: All payments on this Contract are to be made on the basis of Items 4 and 5, Article IX of the Principal Agreement which are as follows:-
  - "4. The contract 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 Attache to the Legation of Manchoukuo in Japan a resume of the contract, mentioning the name of the parties to the contract, the description, place of origin and quantity of goods, the total amount of the sum to be paid, the date and place of delivery of the goods and of the payment therefore, as well as any other terms of payment and delivery, including any provisions for payment in advance. The said resume shall be altested 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 Manchoukuomor 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 Shallebeby presented to the Financial Attache by the seller of the goods.

The Financial Attache, upon receipt of the resume of the contract, provided its contracts do not conflict with the provisions of the present Article; shall notify, not later than within seven days therefore; the Trade Representation and the seller of the goods concerned to the effect that the

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Government of Manchoukuo undertake to effect payment for the goods in conformity with the said resume of the contract.

For the purpose of obtaining a settlement of this 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.):

The Financial Attache upon receipt of the notification given by the Frade Representation to the effect that the delivery of the goods referred to in the resume 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 resume of the contract, against such certificates.

The seller of the goods shall give receipt for the said cheque. Payment in advance to the seller of the goods may be effected in a similar manner by the Financial Attache in confirmity with the resume of the contract against the advice of the Trade Representation to the effect that such payment shall be made.

Under the provisions of the above Item 4 and 5, Article 1X of the Principal Agreement, the Firm is obliged to hand to the Trade Representation the following documents:

- 1) Invoice original and 8 copies
- 2) Packing list 8 copies
- 3) Bill of Lading two copies
- 4) Insurance Policy two copies

and an act on the delivery of the goods in accordance with the pare 10, lit.
"e" of this contract.

In the course of five days after the receipt of the first act on the delivery of the goods, i.s. not later than first of this June, the Trade Representation is obliged to notify the Financial Attache to the Legation of Manchoukuo in Japan that the delivery of the goods was performed under this contract, and the Firm is to receive fromm the Financial Attache a cheque drawn on the Industrial Bank of Japan, Ltd., for the amount of Y .........

In the course of the two days after the receipt from Vladivostock

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NOTE: The Trade Representation will under the necessary action for the purpose to get the above mentioned analysis of the first party of the goods not later than ... 20th. and the analysis of the second party - not later that ..... of this June.

If it should occur, that, notwithstanding the notification of the Trade Representation about payment to be made for goods as perithis contract the Financial Attache should either fail to pay altogether or delay payment for goods as indicated in this contract, the Firm has no right to make any claims against the Trade Representation. The Trade Representation bears no responsibility under such circumstances before the Firm and the goods delivered by the Firm to the Trade Representation remain the property of the Trade Representation.

- 8. Packing ..... Each bales packed with Hessian clothes .....
- 9. Marking .....Dalgosrybsnab, Vladivostock.....
- 10. General Conditions:
- a) Upon signing this contract, all previous negotiations by both parties, either in writting or verbial, if not included in this contract, are void. Any changes or additions to this contract are valid only when
- b) The Firm undertakes to pack the goods in full conformity with the conditions specified in par. 8 of this contract and assumes the full responsibility before the Trade Representation in case it should be discovered during transportation of the goods, or upon their arrival or when making delivery that the packing doed not correspond to the conditions as specified in par. 8 of this contract. Every case or parcel must contain a packing list,

signed by the Firm, indicating its contents.

- c) If the Firm should find that some of the specifications presented by the Trade Representation are not clear technically or faulty, the Firm is obliged to inform the Trade Representation of same, so that the necessary correction could be made. It is otherwise understood, that by signing this contract and its addendum the Firm accepts all specifications mentioned in this contract as being correct.
- d) The Firm has no right to transfer the fulfilment of this contract in whole or in part to a third party, without wwritten consent to that effect by the Trade Representation properly signed by two persons. In case the Firm will fail to carry out this obligation, the Trade Representation has a right to cancel this contract independently, i.e. without applying to the Court, and moreover the Firm is obliged to pay to the Trade Representation a forfeit 10 (ten) percent of the price of the goods, mentioned in this contract.
- e) If the contract provides for the delivery of goods "F.o.b." the final date of delivery is considered the day when delivery is made on the board of a ship and confirmed by the day mentioned in the proper Bill of Lading.

In case the delivery of goods purchased under this contract is to be made on a "C.i.f." basis, the final date of delivery is understood to be the day when delivery of goods is made from the steamer at the port of destination, to the receiver indicated by the Trade Representation, and a proper act of delivery and acceptance is signed by both sides.

f) The events of force majeure can delay mentioned in this contract terms of delivery of the goods (par.5) only in such a case when such events really influenced upon the timely transportation, delivery or manufacturing the goods by the Firm, in those parts which were to be finished at

国立公文書館 アジア歴史資料センター Japan Center for Asian Historical Records http://www.jacar.go.jp The Firm may avail itself of the right to extend the period of delivery or completion of goods provided written notice regarding events of force-majeure has been given to the Trade Representation in the course of three days after its occurance, should the Firm fail to inform the Trade Representation to that effect, within three days, the dates of delivery of the goods remain as per contract (par.5) and the Firm has no right to allude in the future to events of force-majeure as a reason for nonfulfilment of the obligations assumed by this Contract.

If the Firm should avail itself of the right to extend the time mentioned in this contract by adhering to above conditions, the Firm is obliged to notify the Trade Representation immediately upon the elimination of the conditions of force-majeure, about the readiness of the Firm to fulfil the obligations assumed by this contract.

- g) The following are recognized as goods beyond the periods indicated in this Contract: fire, flood, earthquake and typhoon. All other events of the form majorn do not intitle to Firm to extend to time of the following assumed by this contract.
- h) If the delay in affecting delivery of the goods by the Firm in accordance with this contract (par.5), for reasons other than events of force majeure, the Trade Representation has a right to either cancel independently, i.e. without applying to the Court, this contract in whole or its unfinished parts.
- i) In case the obligations assumed by this contract are not fulfilled by the Firm within the prescribed time (par.5), for reasons other than events of force majeure, the Trade Representation has a right to either cancel independently, i.e. without applying to the Court, this contract in whole or its unfinished parts, and to recover from the Firm the forfeiture in the amount as indicated believe and moreover recover from the Firm all damages for the breach of this contract sustained therefrom by the Trade Representation, or to demand



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the complete fulfilment of this contract by allowing the Firm and additional time and to recover from the Firm forfeiture for every week of delay during the additional time allowed by the Trade Representation.

In case the Firm will not deliver the goods to the Trade Representation after the expiration of the additional time allowed the Trade Representation has a right to cancel independently, i.e. without applying to the Court, this contract and to recover from the Firm forfeiture as indicated below and moreover to recover all damages sustained.

j) Irrespective of the fact whether or not the Trade Representation allowed the Firm an additional time, the Firm is obliged to pay the Trade Representation, afterweach weeks of delay or part thereof, the following forfeiture:-

For	the	first v	week	$\circ f$	delay	• • • • • • • • • • • • • • • • • • • •	0,5%
11	<b>?</b> ¶	second	11	11	11		1,5%
11	??	third	11	17	17		2,09
17	17	fourth	tf	11	ŧŧ	• • • • • • • • • • • • • • • • • • • •	2,5%
11	"	fifth	11	17	19		3.0%
11	17	six#	31	††	17	• • • • • • • • • • • • • • • • • • • •	3.5%

The above forfeiture is payable to the Trade Representation not only

on the invoice value of any of the parts delivery of which has been delayed, but also on the value of those parts which could not be utilized on account of

For the next weeks of delay at the rate of 3.5%

the delay in the delivery of the particullar part.

k) The Firm has no right to appeal to the court for a reduction of the above forfeiture or to request to be completely freed from the payment of such forfeiture to the Trade Representation.

1) If according to the conditions of this contract, the Firm is obliged to pay to the Trade Representation any amount of forfeit, in such a case the Trade Representation in his information to the Financial Attache to the

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Legation of Manchoukuo in Japan has a right to deduct from the payment due to the Firm some amount of the forfeiture. In case no payments are due to the Firm, - the latter is obliged upon nctification of the Trade Representation, regarding the amount of forfeiture due, to remit to the Trade Representation in the course of five days after such notification.

m) Upon cancelation of this contract by the Trade Representation, the latter is to inform simultaneously the Financial Attache to the Legation of Manchoukuo in Japan in order to cancel by the Financial Attache the notification sent to the Firm regarding the payment by the Government of Manchoukuo for the goods specified in this contract in conformity with par. 2 of Item 5, Article 1X of the Principal Agreement.

n) If it is necessary, the Firm is obliged to get a special permission of the proper authorities in order to export the purchased goods from Japan or Manchoukuo to, the USSR and the Firm ought to pay all expenses for the granting those permissions and also other expenses, connected with the export the goods to the USSR.

ation in due time in writting, that the goods specified in this contract are ready for inspection, shipment and delivery to the Trade Representation or to anybody else designed by it, in conformity with this contract. The Trade Representation is obliged, upon receipt of such written notification from the Firm, to inform the Firm five days regarding the place and time of d delivery of the goods mentioned in this contract, i.e. to recall the goods, without instructions from the Trade Representation or its forwarding agent the Firm has no right to transport the goods from its factory or warehouse:, all expenses and consequences arising from the transportation of goods without instructions are to be borne by the Firm. The Trade Representation is

obliged to receive from the Firm the goods within three days after their arrival at the place indicated in the instructions. If the Trade Representation should fail to receive the goods in the course of the three days, the Firm is free from any responsibility for delay in the delivery of goods as per par. 10 of this contract, but the Firm is obliged carefully to keep the goods at the place indicated by the Trade Representation. In this case all expenses for the keeping of the goods the Firm has to include into the bill presented to the Trade Representation payable according to the par. 7 of this contract.

12. In conformity with Item 5, Article 1X of the Principal Agreement, and in order that this contract may duly come into force the Firm is obliged, simultaneously with signing of this contract, to sign together with the Trade Representation a resume of this agreement for presentation to the Financial Attache to the Legation of Manchoukuo in japan.

13. This contract comes into force upon notification by the Financial Attache to the Legation of Manchoukuo in Japan, that the Government of Manchoukuo undertake to effect payment for the goods indicated in this contract in conformity with Item 5, Article 1X of the Principal Agreement.

14. In case of any disputes artsing out of this contract between the Trade Representation and the Firm, such disputes are to be decided by the Mediation Commission mentioned in Article 1V of Protocol concluded between the Governments of USSR. Japan and Manchoukuo 23-rd March 1935.

15. Legal adresses of both parties.

	1)	Trade	${\tt Representation}$	of	USSR	in	Japan	-	10,	Sanchome,	Marunouchi
Kojimachi-	ku	Tokyo	• • • • • • • •								

ľokyo				• • •				YASAKA	SHOJI KA	VISHA LTD.
	2)	Yasaka	Shoji	Kaisha,	Ltd.,	-	3,	Rokuchome,	Ginza,	Kyobashi-ku

THE TRADE REPRESENTATION OF USSR

IN JAPAN. (protkin) (Petroff)

PRESIDING DIRECTOR.

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Government of Manchoukuo undertake to effect payment for the goods in conformity with the said resume of the contract.

For the purpose of obtaining a settlement of this 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.).

The Financial Attache upon receipt of the notification given by the grade Representation to the effect that the delivery of the goods referred to in the resume 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 resume of the contract, against such certificates.

The seller of the goods shall give receipt for the said cheque. Payment in advance to the seller of the goods may be effected in a similar manner by the Financial Attache in confirmity with the resume of the contract against the advice of the Trade Representation to the effect that such payment shall be made".

Under the provisions of the above Item 4 and 5, Article 1X of the Principal Agreement, the Firm is obliged to hand to the Trade Representation the following documents:

- 1) Invoice original and 8 copies
- 2) Packing list 8 copies
- 3) Bill of Lading two copies
- 4) Insurance Policy two copies

and an act on the delivery of the goods in accordance with the par. 10, lit.

In the course of the two days after the receipt from Vladivostock

analysis certifying that the technical conditions of the sold goods are corresponding those mentioned in this contract, the Trade Representation has to notify the Financial Attache that the Firm is to receive a chaque drawn on the Industrial Bank of Japan, Ltd., for the rest of the amount under this contract, i.e. ..... on the 20th of this June X

If it should occur, that, notwithstanding the notification of the Trade Representation about payment to be made for goods as porithis contract the Financial Attache should either fail to pay altogother or delay payment for goods as indicated in this contract, the Firm has no right to make any claims against the Trade Representation. The Trade Representation bears no responsibility under such circumstances before the Firm and the goods delivered by the Firm to the Trade Representation remain the property of the Trade Representation.

- 8. Packing ..... Each bales packed with Hessian clothes .....
- 9. Marking ..... Dalgosrybsnab. Vladivostock......
- 10. General Conditions:
- a) Upon signing this contract, all previous negotiations by both parties, either in writting or verbial, if not included in this contract, are void. Any changes or additions to this contract are valid only when
- b) The Firm undertakes to pack the goods in full conformity with the conditions specified in par. 8 or this contract and assumes the full responsibility before the Trade Representation in case it should be discovered during transportation of the goods, or upon their arrival or when making delivery that the packing does not correspond to the conditions as specified in par. 8 of this contract. Every case or parcel must contain a packing list,

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signed by the Firm, indicating its contents.

o) If the Firm should find that some of the specifications presented by the Trade Representation are not clear technically or faulty, the Firm is obliged to inform the Trade Representation of same, so that the necessary correction could be made. It is otherwise understood, that by signing this contract and its addendum the Firm accepts all specifications mentioned in this contract as being correct.

d) The Firm has no right to transfer the fulfilment of this contract in whole or in part to a third party, without awritten consent to that effect by the Trade Representation properly signed by two persons. In ease the Firm will fail to carry out this obligation, the Trade Representation has a right to cancel this contract independently, i.e. without applying to the Court, and moreover the Firm is obliged to pay to the Trade representation a forfeit - 10 (ten) percent of the price of the goods, mentioned in this contract.

e) If the contract provides for the delivery of goods "F.o.b." the final date of delivery is considered the day when delivery is made on the board of a ship and confirmed by the daym entioned in the proper Bill of Lading.

In case the delivery of goods purchased under this contract is to be made on a "C.i.f." basis, the final date of delivery is understood to be the day when delivery of goods is made from the steamer at the port of destination, to the receiver indicated by the Trade Representation, and a proper act of delivery and acceptance is signed by both sides.

f) The events of force majeure can delay mentioned in this contract terms of delivery of the goods (par.5) only in such a case when such events really influenced upon the timely transportation, delivery or manufacturing the goods by the Firm. in those parts which were to be finished at

the time when the condition of force majeure occured.

The Firm may avail itself of the right to extend the period of delivery or completion of goods provided written notice regarding events of force-majeure has been given to the Trade Representation in the course of three days after its occurance, should the Girm fail to inform the Trade Representation to that effect, within three days, the dates of delivery of the goods remain as per contract (par.5) and the Firm has no right to allude in the future to events of force-majeure as a reason for nonfulfilment of the obligations assumed by this Contract.

If the Firm should avail itself of the right to extend the time mentioned in this contract by adhering to above conditions, the Firm is obliged to notify the Trade Representation immediately upon the elimination of the conditions of force-majeure, about the readiness of the Firm to fulfil the obligations assumed by this contract.

- g) The following are recognized as goods beyond the periods indicated in this Contract: fire, flood, earthquake and typhoon. All other events of the obligations assumed by this contract.
- h) If the delay in affecting delivery of the goods by the Firm in accordance with this contract (par.5), for reasons other than events of force majeure, the Trade Representation has a right to either cancel independently, i.e. without applying to the Court, this contract in whole or its unfinished parts.
- i) In case the obligations assumed by this contract are not fulfilled by the Firm within the prescribed time (par.5), for reasons other than events of force majeure, the Trade Representation has a right to either cancel independently, i.e. without applying to the Court, this contract in whole or its unfinished parts, and to recover from the Firm the forfeiture in the amount as indicated bellow and moreover recover from the Firm all damages for the breach of this contract sustained therefrom by the Trade Representation, or to demand

the complete fulfilment of this contract by allowing the Firm and additional time and to recover from the Firm forfeiture for every week of delay during the additional time allowed by the Trade Representation.

In case the Firm will not deliver the goods to the Trade Representation after the expiration of the additional time allowed the Trade Representation has a right to cancel independently, i.e. without applying to the court, this contract and to recover from the Firm forfeiture as indicated below and moreover to recover all damages sustained.

j) Irrespective of the fact whether or not the Trade Representation allowed the Firm an additional time, the Firm is obliged to pay the Trade Representation, after each weekend delay or publishereof, the following forfeiture:-

For	the	first	reek	of	delay	* • •			• • •	0,5%
51	~	second	Ħ	if	rŧ	•••			• • •	1,5%
Ħ	Ħ	third	#	17	**	• • •				2,0%
**	11	fourth	78	Ħ	It	• • •	•••	•••,•••	• * •	2,5%
	98	fifth	Ħ	Ħ	!1	• • •	•••		• • •	3.0%
Ħ	Ħ	six	18	.\$	Ħ	•••	•••		• • •	3.5%
For	the	next we	eeks	οľ	delay	at	the	rate	o£	3.5%

The above forfeiture is payable to the Trade Representation not only on the invoice value of any of the parts delivery of which has been delayed, but also on the value of those parts which could not be utilized on account of the delay in the delivery of the particular part.

- k) The Firm has no right to appeal to the court for a reduction of the above forfeiture or to request to be completely freed from the payment of such forfeiture to the Trade Representation.
- 1) If according to the conditions of this contract, the Firm is obliged to pay to the Trade Representation any amount of forfeit, in such a case the Trade Representation in his information to the Financial Attache to the

Legation of Manchoukuo in Japan has a right to deduct from the payment due to the Firm some amount of the forfeiture In case no payments are due to the Firm, - the latter is obliged upon notification of the Trade Representation, regarding the amount of forfeiture due, to remit to the Trade Representation in the course of five days after such notification.

- m) Upon cancelation of this contract by the Trade Representation, the latter is to inform simultaneously the Financial Attache to the Legation of Manchoukuo in Japan in order to cancel by the Financial Attache the notification sent to the Firm regarding the payment by the Government of Manchoukuo for the goods specified in this contract in conformity with par. 2 of Item 5, Article 1% of the Principal Agreement.
- n) If it is necessary, the Firm is obliged to get a special permission of the proper authorities in order to export the purchased goodsfrom Japan or Manchoukuo to, the USSR and the Firm ought to pay all expences for the granting those permissions and also other expences, connected with the export the goods to the USSR.
- ation in due time in writting, that the goods specified in this contract are ready for inspection, shipment and delivery to the Trade Representation or to anybody else designed by it, in conformity with this contract. The Trade Representation is obliged, upon receipt of such written notification from the Firm, to inform the Firm five days regarding the place and time of d delivery of the goods mentioned in this contract, i.e. to receil the goods, without instructions from the Trade Representation or its forwarding agent the Firm has no right to transport the goods from its factory or warehouse:, all expenses and consequences arising from the transportation of goods without instructions are to be borne by the Firm. The Trade Representation is



obliged to receive from the Firm the goods within three days after their arrival atothe place indicated in the instructions. If the Trade Representation should fail to receive the goods in the source of the three days, the Firm is free from any responsibility for taken in the delivery of goods as per par. 10 of this contract, but the Firm is obliged carefully to keep the goods at the place indicated by the Trade Representation. In this case all expenses for the keeping of the goods the Firm has to include into the bill presented to the Trade Representation payable according to the par. 7 of this contract.

12. In conformity with Item 5, Article 1X of the Principal Agreement, and in order that this contract may duly come into force the Firm is obliged, simultaneously with signing of this contract, to sign together with the Trade Representation a resume of this agreement for presentation to the Financial Attache to the Legation of Manchoukuo in japan.

13. This contract comes into force upon notification by the Financial Attache to the Legation of Manchoukuo in Japan, that the Government of Manchoukuo undertake to effect payment for the goods indicated in this contract in conformity with Item 5, Article 1X of the Principal Agreement.

14. In case of any disputes arising out of this contract between the Trade Representation and the Firm, such disputes are to be decided by the Mediation Commission mentioned in Article 1V of Protocol concluded between the Governments of USSR. Japan and Manchoukuo 23-rd March 1935.

15. Legal adresses of both parties.

1)	Trade	Representation	of	UESR	in	Japan	-	10,	Sanchome,	Marunouch1
Kojimachi-ku	Tokyo									;

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Tokyo	 	• • • • •	• • •		YASAKA S	SHOUT NA	BHA LTD.

THE TRADE REPRESENTATION OF USSR

IN JAPAN. (protkin) (Petroff)

PHESIDING DIRECTOR.

Hanchoukuo-Soviet Settlement

Committee.

Each Member of the present Committee shall, on receipt from the parties concerned of an application for sottlement (#djustment), immediately notify all the other Members of that fact and propose to them to hold a meeting of the present Committee, designating a time and place for the said (Hiretori meeting.

If any Member of the present Committee receives an application for settlement (adjustment) from the parties concerned, he shall immediately notify all the other Members of that fact and propose |.....)

At each meeting of the present Committee there shall be a Chairman to direct the progress of the proceedings. Whenever a meeting of the present Committee is held, Each of the Members of the present Committee shall, at

each\_separate meeting thereof, be the Chairman in-rotation. ₹The Chairman above mentioned shall be one of the Members of the present Committee acting in rotation for each separate meeting thereof.

The linutes of the proceedings of each separate meeting? of the present Committee shall be drawn up in triplicate, one copy each to be kept by the Japanese Member, the Manchoukuo Member and the Soviet Members.

The proceedings of each separate meeting of the present Committee shall be recorded in Minutes which shall be drawn up in triplicate, and the three copies shall each be kept by the Japanese Member, the Manchoukuo Member and the Soviet Members respectively.

shall arrange for the drawing-up of the Minutes of the proceedings/the said meeting.

(The drawing-up of the Finutes of Proceedings above)

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mentioned shall be arranged for by the Chairman of the meeting concerned.)

Any Member of the present Committee may, on observing any mistake in the Minutes of Proceedings, propose the correction thereof.

(If any Member of the present Committee is of opinion that there is any mistake in the Minutes of Proceedings, he may propose the correction thereof.)

application for settlement (adjustment) shall, on an agreement of views regarding the case concerned being reached by the said Committee, set forth in the form of a document the views so agreed upon and shall arrange for the delivery of that document to the parties concerned.

When the present (Committee have arrived at an agreement of views regarding the case concerned, the hember of the said Committee who first received the application for settlement (adjustment) thereon shall set forth.

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an application for settlement (adjustment) shall, if, after the lapse of six weeks from the time that the said application was received, the said Committee are still unable to arrive at an agreement of views regarding the case concerned, the arrange for/notification to the parties concerned of that fact in the form of a document.

application for settlement (adjustment) was received, the present Committee are unable to arrive at an agreement of views regarding the case concerned, the Member of the said Committee who first received the said application shall arrange for ......

6. The documents mentioned in the preceding two Articles

shall be signed by all the Members of the present Committee

TO THE FINANCIAL ATTACHE TO MANCHOUKUO LEGATION

IN JAPAN.

The Trade Representation of the USSR in Japan is hereby forwarding to you the Resume of Contract No.1, concluded with Firm Mitsubishi Shoji Kabushiki Kaisha on the May 10, 1935 in the city of Tokyo for the selling of the goods by the Firm to the Trade Representation of the USSR in Japan in respect of the swas due to the Government of the USSR in accordance with the Agreement concluded between the Governments of the USSR and Manchoukuo for the cession of the rights of the USSR concerning the Chinese Eastern Railway (N.M.R.) on the 23-rd March, 1935.

In accordance with Item 5, Article IX of the above mentioned Agreement of the 23-rd March, 1935, the Trade Representation of USSR in Japan requests you to confirm in the course of seven days after this date to the Trade Representation of the USSR in Japan and to the Firm Mitsubishi Shoji Kabushiki Kaisha that the Government of Manchoukuo undertakes to effect the payment of the sums to be indicated by the Trade Representation which shall be due to the Firm in accordance with the conditions of Contract No. 1

Enclosure : Resume of Contract No. 1

THE TRADE REPRESENTATION OF THE USSR IN JAPAN.

F.No.2.

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For the purchase of goods, as provided for by the Agreement, concluded between the Governments of the USSM and Manchoukuo on the 23-rd March, 1935 for the cession of the rights of the USSM concerning the Chinese Eastern Railway (N.M.R.) and the Protocol

concluded between the Covernments of the USSR, Japan and

Manchoukuo of the same day.

In all cases hereinafter the Agreement between the Governments of the USSR and Manchoukuo for the cession of the rights of the USSR concerning the Chinese Eastern Railway shall be called, for short, the "Principal Agreement."-

T O K Y O , 10 th May day, 1935.

- 1. Name of the Parties: The Trade Representation of the USSR in Japan, hereinafter called the "Trade Representation" and the Firm Mitsubishi Shoji Kaisha Ltd, hereinafter called the "Firm".
- 2. The Object of Contract: The Firm undertakes to sell at the date indicated below the following goods Cocoanut Oil two hundred (200) kilo-tons (units of measurement: quantity, kilogr., etc.).
- 3. In accordance with Article IX of the Principal Agreement the Firm certifies that the subject of the present Contract is goods of Japanese origin, in confirmation of which the Firm undertakes to present the Financial Attache to the Legation of Manchoukuo in Japan with corresponding certificates, as provided for in the first paragraph of Item 5, Article IX of the Principal Agreement.
  - 4. Total Amount of Contract (in Yen) 62.120

- 5. Date of delivery of goods \*Oth May and 10th June, 1935.
- 6. Place of aelivery of goods Vladivostock.

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- 7. Conditions of payment: The payment for the goods purchased under Contract No...... shall be effected by the Government of Mancoukuo in accordance with the provisions of Items 4 and 5, Article IX of the Principal Agreement in the following manner:
- a) The first payment of sum 27.954 Yen the Firm has to receive on the 11th June, 1935.
- b) The second payment of sum 3.106 Yen, the Firm has to receive on the 18th June, 1935.
- c) The third payment of sum 27.954 Yen, the Firm has to receive on the 21st June, 1935.
- d) The fourth payment of sun 3.106 Yen the Firm has to receive on the 27th June, 1935.
- 8. Abrogation of Contract. In case of abrogation of Contract No. ... by the Trade Representation, the Trade Representation simultaneously shall notify the Financial Attache to the Manchoukuo Legation in Japan so that the Financial Attache may abrogate the communication of the Government of Manchoukuo with regard to the payment effected for goods indicated in Contract No...which was issued to the Firm under the provisions of the second paragraph of Item 5, Article IX of the Principal Agreement.
- 9. Contract No.. 0001.comes into force after the Financial Attache to the Manchoukuo Legation in Japan notified the Trade Representation in Japan and the Firm that the Government

of Eknehoukuo undertakes to effect the payment for the goods under the Contract Ho.....

THE TRADE REPRESENTATION OF THE USSR IN JAPAN -

MISUBISHI SHOJI KAISHA, LED.,

Hanage:

Portilizer Department, Tokyo.

Tokyo,...., 193.....

TO THE TRADE RETRESENTATION OF THE USER IN JAPAN

The Financial Attache to the Manchoukuo Legation in Japan hereby confirms the receipt on the....., 193....of the Resume of Contract No....., concluded between the Trade Representation of the USSR in Japan and the Firm....

THE FIRAUCIAL ATTACHE TO THE MANCHOUKUO LEGATION
IN JAPAN

F.Ho.3.

TO THE FIG.....

The Financial Attache to the Manchoultuo Legation in Japan hereby confirms the receipt on the......193....of the Resume of Contract Ho.....concluded between you and the Trade Represition of the USSR in Lapan.

THE FINANCIAL ATTACHE TO THE LANCHOUKUO LEGATION IN JAPAN.

F.No4.

TO THE FINANCIAL ATTACHE TO MANCHOUKUO LEGATION IN JAPAN.

The Trade Representation of the USSR in Japan is hereby forwarding to you the Resume of Contract No. 1, concluded with Firm Mitsubishi Shoji Kabushiki Kaisha on the May 10, 1935 in the city of Tokyo for the selling of the goods by the Firm to the Trade Representation of the USSR in Japan in respect of the sums due to the Government of the USSR in accordance with the Agreement concluded between the Governments of the USSR and Manchoukuo for the cession of the rights of the USSR concerning the Chinese Eastern Railway (N.M.R.) on the 23rd March, 1935.

In accordance with Item 5, Article IX of the above mentioned Agreement of the 23rd March, 1935, the Trade Representation of USSR in Japan requests you to confirm in the course of seven days after this date to the Trade Representation of the USSR in Japan and to the Firm Mitsubishi Shoji Kabushiki Kaisha that the Government of Manchoukuo undertakes to effect the payment of the sums to be indicated by the Trade Representation which shall be due to the Firm in accordance with the conditions of Contract No. 1.

Enclosure : Resume of Contract No. 1.

THE TRADE REPRESENTATION OF THE USSR IN JAPAN.

F. No. 2.

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For the purchase of goods, as provided for by the Agreement, concluded between the Governments of the USSR and Manchoukuo on the 23rd March, 1935 for the cession of the rights of the USSR concerning the Chinese Eastern Railway (N.M.R.) and the Protocol concluded between the Governments of the USSR, Japan and Manchoukuo of the same day.

NOTE: In all cases hereinafter the Agreement between the Governments of the USSR and Manchoukuo for the cession of the rights of the USSR concerning the Chinese Eastern Railway shall be called, for short, the "Principal Agreement."-

T 0 K Y 0 , 10th May day, 1935.

- 1. Name of the Parties: The Trade Representation of the USSR in Japan, hereinafter called the "Trade Representation" and the Firm Mitsubishi Shoji Kaisha Ltd, hereinafter called the "Firm".
- 2. The Object of Contract: The Firm undertakes to sell at the date indicated below the following goods Cocoanut Oil two hundred (200) kilo-tons (units of measurement: quantity, kilogr., etc.).
- 3. In accordance with Article IX of the Principal Agreement the Firm certifies that the subject of the present Contract is goods of Japanese origin, in confirmation of which the Firm undertakes to present the Financial Attache to the Legation of Manchoukuo in Japan with corresponding certificates, as provided for in the first paragraph of Item 5, Article IX of the Principal Agreement.
  - 4. Total Amount of Contract (in Yen) 62.120

- 5. Date of delivery of goods 30th May and 10th June, 1935.
- 6. Place of delivery of goods Vladivostock.
- 7. Conditions of payment: The payment for the goods purchased under Contract No. ...... shall be effected by the Government of Manchoukuo in accordance with the provisions of Items 4 and 5, Article IX of the Principal Agreement in the following manner:
- a) The first payment of sum 27.954 Yen the Firm has to receive on the 11th June, 1935.
- b) The second payment of sum 3.106 Yen, the Firm has to receive on the 18th June, 1935.
- c) The third payment of sum 27.954 Yen, the Firm has to receive on the 21st June, 1935.
- d) The fourth payment of sum 3.106 Yen the Firm has to receive on the 27th June, 1935.
- 8. Abrogation of Contract. In case of abrogation of Contract No. .... by the Trade Representation, the Trade Representation simultaneously shall notify the Financial Attache to the Manchoukuo Legation in Japan so that the Financial Attache may abrogate the communication of the Government of Manchoukuo with regard to the payment effected for goods indicated in Contract No. .... which was issued to the Firm under the provisions of the second paragraph of Item 5, Article IX of the Principal Agreement.
- 9. Contract No. 0001 comes into force after the Financial Attache to the Manchoukuo Legation in Japan notified the Trade Representation in Japan and the Firm that the Government

<u>of</u>

<u>5.</u>

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CONTRACT. No. ....

For the purchase of goods subjected to the agreement concluded between the Governments of U.S.S.R. and Manchoukuo on the 23rd March, 1935, for the cession of the rights of the U.S.S.R. concerning the Chinese Eastern Railway (N.M.R.) and the protocol concluded between the Governments of USSR, Japan and Manchoukuo at the same day.

NOTE: In all cases hereinafter the above will be referred to for short as follows: -

- a) The Agreement between the Governments of the USSR and Manchuokuo for the cession of the rights of the USSR concerning the Chinese Eastern Railway (N.M.R.) "Principal Agreement".
- b) The Protocol concluded between the Governments of USSR and Mancoukuo "Protocol".

Tokyo, 10th May 1935.

The Trade Representation of the U.S.S.R. in Japan, hereinafter referred to as "Trade Representation", acting in accordance with Item 1, Article 1% of the Principal Agreement of the one party and the Firm Yasaka Shoji Kaisha, Ltd., hereinafter referred to as - "Firm, of the other party - have concluded this Contract as follows:-

•		
	NOTE:	In accordance with Article 1X of the Principal Agreement the Firm certifies that the object of the present Contract are goods of \$\forall 1\$
		Japanese origin in conformity of which the Firm undertakes to the submit to the Financial Attache to the Legation of Manchoukuo in
		Japan corresponding certificate, as provided for in the first paragraph of Item 5, Article 1X of the Principal Agreement.

1. Object of the Contract. The Firm has sold to the Trade Representation

- 2. The quality of the goods and conditions of delivery :
  - a) See addendum of this Contract .....
- b) inspection of the quality to be decided finally by the analysis in Vladivostock.

of Manchoukuo undertakes to effect the payment for the goods under the Contract No. ......

THE TRADE REPRESENTATION OF THE USSR IN JAPAN -

MITSUBISHI SHOJI KAISHA, LTD.,

Manager

Fertilizer Department, Tokyo.

F-0241

( ...

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国立公文書館 アジア歴史資料センター Japan Center for Asian Historical Records http://www.jacar.go.jp c) Incase the quality and other technical conditions of the goods after their analysis and inspection will not correspond to the conditions mentioned in this contract, the Trade Representation will immediately after the receipt of such information communicate to the Financial attache in order to put off all payment to the Firm, and the latter is obliged to pay to the Trade representation all the losses which have derived from the breach of this contract by the Firm.

For the cession of the rights of the USSR concerning the Chinese Eastern Railway (N.M.R.) - "Principal Agreement".

b) The Protocol concluded between the Governments of USSR and Mancoukuo - "Protocol".

C. Tokyo, 10th May 1935.

( )

The Trade Representation of the U.S.S.R. in Japan, hereinafter referred to as "Trade Representation", acting in accordance with Item 1, Article 1% of the Principal Agreement of the one party and the Firm Yasaka Shoji Kaisha, Ltd., hereinafter referred to as - "Firm, of the other party - have concluded this Contract as follows:-

1. Object of the Contract. The Firm has sold to the Trade Representation

NOTE: In accordance with Article IX of the Principal Agreement the Firm certifies that the object of the present Contract are goods of X Japanese origin in conformity of which the Firm undertakes to the submit to the Financial Attache to the Legation of Manchoukuo in Japan corresponding certificate, as provided for in the first paragraph of Item 5, Article IX of the Principal Agreement.

- 2. The quality of the goods and conditions of delivery :
  - a) See addendum of this Contract ......
- b) inspection of the quality to be decided finally by the analysis in Vladivostock.

of Manchoukuo undertakes to effect the payment for the goods under the Contract No. .....

THE TRADE REPRESENTATION OF THE USSR IN JAPAN --

MITSUBISHI SHOJI KAISHA, LTD.,

Manager

Fertilizer Department, Tokyo.

F-0241



大田中国中国 安山市 東京 (本田中国 大田中国 中国 安山市 東京 (本田中国 ) 上 オース (大田中 ) 上 オース (大田中 ) 上 オース (大田中 ) 上 オース (大田 ) 上 カース (大田 ) 上 オース (大田 ) 上 カース (大田 ) 上 カース

y and other technical conditions of the goods tion will not correspond to the conditions mentie Representation will immediately after the municate to the Financial Attache in order to put d the latter is obliged to pay to the Trade reprehave derived from the breach of this contract by

on of the rights of the USSH concerning the Chinese ay (N.M.R.) - "Principal Agreement".

concluded between the Governments of USSR and Protocol".

TOKYOF TOUR MAY TUSO.

The Trade Representation of the U.S.S.R. in Japan, hereinafter referred to as "Trade Representation", acting in accordance with Item 1, Article 1X of the Principal Agreement of the one party and the Firm Yasaka Shoji Kaisha, Ltd., hereinafter referred to as - "Firm, of the other party - have concluded this Contract as follows:-

	1.	<u>Ob j</u>	ect	of	the	Co	on t	ra	et.	_ T	he	Fi	rm	has	8 80	old	to	the	9	!ra	de	Re	pı	e	en	ta:	tic	n
• •	••••	• • • •	•••		• • • •	• • •		• •		••	• •		• •			• • •	• • •			• •	٠.	• •		• • ′	• • •	• • •	• • •	, .
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NOTE: In accordance with Article 1X of the Principal Agreement the Firm certifies that the object of the present Contract are goods of X Japanese origin in conformity of which the Firm undertakes to the submit to the Financial Attache to the Legation of Manchoukuo in Japan corresponding certificate, as provided for in the first paragraph of Item 5, Article 1X of the Principal Agreement.

- 2. The quality of the goods and conditions of delivery :
  - a) See addendum of this Contract ......
- b) inspection of the quality to be decided finally by the analysis in Vladivostock.

of Manchoukuo undertakes to effect the payment for the goods under the Contract No. .....

THE TRADE REPRESENTATION OF THE USSR IN JAPAN -THE FIRM --

MISSUBISHI SHOJI KAISHA, LTD.,

Manager

Fertilizer Department, Tokyo.

Tokyo, ...., 193

TO THE FINANCIAL ATTACHE OF THE MANCHOUKUO LEGATION IN JAPAN.

In view of the above, and as provided for by Item 5, Article
IX of the Agreement concluded between the Governments of the USSR
and Manchoukuo for the cession of the rights of the USSR concerning
the Chinese Eastern Railway (CER) on the 25rd March, 1935, we request
you to grant to the Company a cheque drawn on the Industrial Bank of
Japan in full settlement with the above mentioned Company under
Contract No.....

THE TRADE REPRESENTATION OF THE USSR IN JAPAN.

TO THE FINANCIA	L ATTACHE	OF THE	MANCHOUKUO	LEGATION :	IN JAPAN.
COPY TO THE CO	APANY	**************************************	• • • • • • • • • • • • • • • • • • • •		

The Trade Representation of the USSR in Japan hereby notifies you that Contract No...... of the ......, 1935, concluded between the Trade Representation and the Company ......... under the provisions of Article ...... of Contract No...... is cancelled by the Trade Representation this ...... day of 193 .....

With regard to the cancelment effected by you the Trade Representation asks you for a notification of this.

THE TRADE REPRESENTATION OF THE USSR IN JAPAN.

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Tokyo.	 193

TO THE FINANCIAL ATTACHE OF THE MANCHOUKUO LEGATION IN JAPAN.

Now, in view of an Agreement effected between us and the Trade Representation of the USSR in Japan, the above mentioned terms of payment are transferred to the following: .....

THE COMPANY.

Tokyo,	 . 193

TO THE FINANCIAL ATTACHE OF THE MANCHOUKUO LEGATION IN JAPAN.

With regard to your communication of the ...... 193 .....
in respect of the acceptance for payment by the Government of
Manchoukuo of the sums indicated in the Resume of Contract No....
the Trade Representation of the USSR in Japan hereby requests you
to grant the Company ......, an advance
for the sum of ....., in accordance with
Item..... of the Resume of Contract No.....

THE TRADE REPRESENTATION OF THE USSR IN JAPAN.

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		Tokyo, 193
		TO THE FINANCIAL ATTACHE OF THE MANCHOUKUO LEGATION IN JAPAN.
		The Trade Representation of the USSR in Japan hereby notifies
		you that the term of payments indicated in the Contract No and
		Resume No, the payments under which are accepted by the
C	R	Government of Manchoukuo, after an agreement with the Company,
		***************************************
ì		are to be transferred to another date, that is to say: instead of
ی	9	(to)

THE TRADE REPRESENTATION OF THE USSR IN JAPAN.

Tokyo,	,	193	

TO THE TRADE REPRESENTATION OF THE USER IN JAPAN.

The Financial Attache of the Manchoukuo Legation in Japan has it home to seknowledge Resume of Contract No...., concluded between the Trade Representation of the USSR in Japan and the Company ..... As provided for by Item 5, Article IX of the Agreement

concluded between the Governments of the USSR and Manchoulus on the 23rd March 1935 and in accordance with the conditions indicated in the Resume of Contract No....., it has been communicated by the Legation of Manchoukuo in Japan to the Company to be made at the date indicated in Contract No....

THE FINANCIAL ATTACHE OF THE MANCHOUKUO LEGATION IN JAPAN.

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TO THE COMPANY .....

The Financial Attache of the Manchoukuo Legation in Japan hereby confirms the receipt on the ..........., 193 ... of the Resume of Contract No..... concluded between you and the Trade Representation of the USSR in Japan.

As provided for under Item 5, Article IX of the Agreement concluded between the Government of the USSR and Manchoukuo on 23rd March, 1935 and also in accordance with the conditions indicated in the Resume of Contract No....., I hereby notify you that the Government of Manchoukuo has accepted for payment the sums due to you from the Trade Representation under Contract No..... for the total sum of ....... Yen, which payments are to be made at dates indicated in the contract, every time upon receipt of a corresponding notification of this from the Trade Representation of the USSR in Japan.

THE FINANCIAL ATTACHE OF THE MANCHOUKUO LEGATION IN JAPAN.

to effect the payments

shall notify of this the Financial Attache of the Manchoukuo Legation in Japan so that the Financial Attache may cancel the communication of the Government of Manchoukuo with regard to the payment effected for goods indicated in Contract No...... which was granted to the Company under the provisions of the second paragraph of Item 5, Article IX of the Principal Agreement.

THE TRADE REPRESENTATION OF THE USSR IN JAPAN

THE COMPANY

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RESUME OF CONTRACT NO. .... For the manufacturing and delivery of goods, as provided for by the Agreement concluded between the Governments of the USSR and MANCHOUKUO, and the Protocol concluded between the Governments of the USSR, Japan and Manchoukuo on the 23rd March, 1935, for the cession of the rights of the USSR concerning the Chinese Eastern Railway (A. H. R. ). and NOTE: In all cases hereinafter the Agreement between the Governments of the USSR and Manghoukus for the cession of the rights of the USSR concerning the CER shall be called, for short, the Regreement." < 51h Contract: Name (of the Parties). The Trade Representation of the USSR in Japan, hereinafter called the "Trade Representation" esting for the fulfilment of Item l, Article IX of the Principal Agreement of the one party, and the Company ......, hereinafter called the "Company" of the other party, concluded between themselves Contract No. ... for the following: 2. The Eabject of Contract: The Tirm undertakes to manufacture and deliver, at the date indicated below, the fullewip . good, goods (units of measurement: quantity, quality, etc.) NOTE: In accordance with Article IX of the Principal Agreement the Company certifies that the subject of the present Contract are goods of Japanese (Manahurian) origin, in confirmation of which the Company undertakes to present the Figureial Attache of the Manchoukuo Legation in Japan with corresponding certificates, as provided for in the first paragraph of Item 1, Article IX of the Principal Agreement description funlify

whit price

	3. Total Amount of Contract (in Yen)
	4. Date of delivery of goods
	5. Place of delivery of goods
7	6. Conditions of payment: The Trade Representation effects  payment for the goods purchased under Contract No
	provisions of Items 4 and 5, Article IX of the Principal Agreement
	in the following menner:  When the Company had completed the delivery of the goods to the
	full disposal of the Trade Representation in accordance with Item 10
C	of Contract No and the transfer to the Trade Representation
	of the following documents
	the Trade Representation in the course of five days after receipt of
	the above mentioned documents is to communicate to the Financial Attache
	of the Manchoukuo Legation in Japan, in accordance with Item 5, Article
-	Trade Representation is completed by the Firm in conformity to the
	ment
	conditions of the Contract congluded with it.  By fully In view of the above mentioned communication of the Trade Represen-
	tation, the Company, in accordance with Item 5, Article IX of the
	Principal Agreement, is to receive from the Financial Attache of the
0	Manchoukuo Legation in Japan a cheque drawn on the Industrial Bank of in full consideration of the principle goods.  Japan indicated in the communication of the Trade Representation.
	7. Breach of Contract. In case of breach of Contract No
	by the Trade Representation, the Trade Representation simultaneously
	( brozation ) shall

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Tokyo, ..... 193 ....

TO THE FINANCIAL ATTACHE OF THE MANCHOUKUO LEGATION IN JAPAN.

In accordance with Item 5, Article IX of the above mentioned
Agreement of the 23rd March, 1935, the Trade Representation of the
USSR in Japan requests you during the course of seven days after the
date of the receipt of this, to confirm to the Trade Representation of
the USSR in Japan and to the Company

Confirm to the Trade Representation which shall be due to the
Firm in accordance with conditions of Contract No.

Enclosure: Resume of Contract No.....

THE TRADE REPRESENTATION OF THE USSR IN JAPAN.

Tokyo, -----, 193

With reference to the Résumé of Contract No. ----, concluded between the Trade Representation of the USSR in Japan and -----, which was forwarded to the Financial Attaché to the Manchoukuo Legation in Japan on -----, 183-, the Trade Representation (or name of the seller of the goods) has the honour to notify to the Financial Attaché that the date of payment under the said Contract has been changed, by agreement between the parties to the Contract, to -----, 193-, from -----, 193-, as mentioned in the said Résumé.

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With reference to the Résumé of the Contract No. -----, concluded between the Trade Representation of the USSR in Japan and -----, which was forwarded to the Financial Attaché to the Manchoukuo Legation in Japan on -----, 193-, the Trade Representation has the honour to notify to the Financial Attaché of the fact that the delivery of the goods referred to in the said résumé has been duly accomplished on ------

In view of the above, and with reference to the notification, dated -----, of the Financial Attaché to the Trade Representation, the Trade Representation requests the Financial Attaché to effect the payment for the goods in conformity with the Résumé mentioned above.

Tokyo, -----, 193-.

With reference to the Résumé of Contract No. e-----, concluded between the Trade Representation of the USSR in Japan and -----, which was forwarded to the Financial Attaché to the Manchoukuo Legation in Japan on -----, 193-, and also the notification, dated -----, of the Financial Attaché to the Trade Representation to the effect that the Government of Manchoukuo undertake to effect payment for the goods under the said Résumé, the Trade Representation has the honour to request the Financial Attaché to make the payment in advance of the sum Yen to ------ on ------, at -------

Tokyo, ----, 1935.

The Financial Attaché to the Manchoukuo Legation in Japan has the honour to notify to -----, that the former is in receipt of the attested Résumé of Contract No. ----- concluded between -----and the Trade Representation of the USSR in Japan

In conformity with the provisions of Section 5, Article IX of the Agreement between Manchoukuo and the USSR for the Cession to Manchoukuo of the Rights of the USSR in the North Manchuria Railway (Chinese Eastern Railway), the Financial Attaché begs to notify to ---- that the Government of Manchoukuo undertake to effect payment to -----, of the sum Yen -----, which is the total price of the goods, in conformity with the said Résumé.

Tokyo, -----, 1935.

The Financial Attaché to the Manchoukuo Legation in Japan has the honour to acknowledge the receipt on -----, 1935, of the attested Résumé of Contract No. ------, concluded between the Trade Representation of the USSR in Japan and ------

In conformity with the provisions of Section 5, Article IX of the Agreement between Menchoukuo and the USSR for the Cession to Menchoukuo of the Rights of the USSR in the North Menchuria Railway (Chinese Eastern Railway) the Financial Attaché begs to notify to the Trade Representation that the Government of Manchoukuo undertake to effect payment to -----, of the sum Yen -----, which is the total price of the goods, in conformity with the said Résumé.

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said payment in advance. (In the case of abrogation of the Contract, the said sum shall be returned to the Financial Attaché.)

b. Payment in settlement: The payment of the total price of the goods delivered under the present résumé (minus the amount of the advance) shall be effected on ----, 193-, at ------, provided that the Company shall have completed the delivery of goods of the present résumé and the documents (bill of lading, invoice, etc.) to the Trade Representation, and that the latter shall have notified to that effect to the Financial Attaché. The Trade Representation shall make the said notification within five days after the completion of the said delivery.

In case the certificate of origin shall not be presented with the present résumé, the payment shall be effected against such certificate.

c. The above payments shall be effected by the Financial Attaché with cheques issued by him with the Industrial Bank of Japan, Ltd. as payer, the company as payee, and the amount of the advance or the total amount of the Contract minus the amount of the advance, as the case may be, as face amount.

The Company shall give a receipt to the Financial Attaché for the cheque received.

- 8. Abrogation of the Contract:
- 9. Other terms: (Agreements under Articles IV and V of the Tripartite Protocol, etc.)
- 10. The Contract shall come into force when the Financial Attaché has communicated to the Trade Representation and the Company to the effect that the Government of Manchoukuc undertakes to effect the payments for the goods under the Contract.

## RESUME OF CONTRACT No. -----

Concluded under the Agreement between the USSR and Manchoukuo for the Cession to Manchoukuo of the Rights of the USSR concerning the Chinese Eastern Railway (North Manchuria Railway), hereinafter called the "Principal Agreement", and the Protocol between the USSR, Japan and Manchoukuo of March 23rd, 1935.

- 1. Parties to the Contract: The Trade Representation of the USSR in Japan, of -----, Tokyo, hereinafter called the "Trade Representation", of the one party, and -----, of ------, hereinafter called the "Company", of the other party.
  - 2. Date of the Contract: The ----day of -----, 1935.
- 3. Object of the Contract: The Company undertakes to manufacture and deliver to the Trade Representation, at the date mentioned below, the following goods:
  - a. Description. -----
  - b. Place of origin. -----
  - c. Quality. -----
  - d. Quantity. ----
  - 4. Total amount of the Contract (In Yen): -----
  - 5. Date of delivery of the goods: -----
  - 6. Place of delivery of the goods: -----
- 7. Modès of payment: The payment for the goods purchased under the Contract shall be effected by the Government of Manchoukuo in accordance with the provisions of Sections 4 and 5, Article IX of the Principal Agreement in the following manner.
- a. Payment in advance: Out of the price of the goods under the Contract, the Company shall be paid the sum ¥ ------- in advance on -----, 193-, at -----. The Trade Representation shall notify and request the Financial Attaché to make the

said

Tokyo, -----, 1935.

In conformity with the provisions of Section 5,

Article IX of the Agreement between the USSR and Manchoukuo
for the Cession to Manchoukuo of the Rights of the USSR concerning the Chinese Eastern Railway (North Manchuria Railway),
the Trade Representation of the USSR in Japan has the honour
to forward herewith to the Financial Attachéi o to the Manchoukuo
Legation in Japan the attested Résumé of the Contract, No. ----,
which has been concluded between the Trade Representation
and ----- on ----- at ----- for the purchase of goods as
provided for in Section 1, Article IX of the above mentioned
Agreement.

The Trade Representation also has the honour to request the Financial Attaché to take steps in accordance with the provision of the second paragraph of Section 5, Article IX of the aforesaid Agreement.

Tokyo, ----, 193-.

With reference to the Résumé of Contract No. -----, concluded between the Trade Representation of the USSR in Japan and -----, which was forwarded to the Financial Attaché to the Manchoukuo Legation in Japan on -----, 193-, the Trade Representation (or name of the seller of the goods) has the honour to notify to the Financial Attaché that the date of payment under the said Contract has been changed, by agreement between the parties to the Contract, to -----, 193-, from -----, 193-, as mentioned in the said Résumé.

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With reference to the Résumé of the Contract No. -----, concluded between the Trade Representation of the USSR in Japan and -----, which was forwarded to the Financial Attaché to the Manchoukuo Legation in Japan on -----, 193-, the Trade Representation has the honour to notify to the Financial Attaché of the fact that the delivery of the goods referred to in the said résumé has been duly accomplished on ------

In view of the above, and with reference to the notification, dated -----, of the Financial Attaché to the Trade Representation, the Trade Representation requests the Financial Attaché to effect the payment for the goods in conformity with the Résumé mentioned above.

Tokyo, -----, 193-.

With reference to the Résumé of Contract No. e-----, concluded between the Trade Representation of the USSR in Japan and -----, which was forwarded to the Financial Attaché to the Manchoukuo Legation in Japan on -----, 193-, and also the notification, dated ----, of the Financial Attaché to the Trade Representation to the effect that the Government of Manchoukuo undertake to effect payment for the goods under the said Résumé, the Trade Representation has the honour to request the Financial Attaché to make the payment in advance of the sum Yen to ----- on -----, at ------

Tokyo, -----, 1935.

The Financial Attaché to the Manchoukuo Legation in Japan has the honour to notify to -----, that the former is in receipt of the attested Résumé of Contract No. ----- concluded between ----and the Trade Representation of the USSR in Japan.

In conformity with the provisions of Section 5, Article IX of the Agreement between Manchoukuo and the USSR for the Cession to Manchoukuo of the Rights of the USSR in the North Manchuria Railway (Chinese Eastern Railway), the Financial Attaché begs to notify to ---- that the Government of Manchoukuo undertake to effect payment to -----, of the sum Yen -----, which is the total price of the goods, in conformity with the said Résumé.

Tokyo, ----, 1935.

The Financial Attaché to the Manchoukuo Legation in Japan has the honour to acknowledge the receipt on -----, 1935, of the attested Résumé of Contract No. -----, concluded between the Trade Representation of the USSR in Japan and -----

In conformity with the provisions of Section 5, Article IX of the Agreement between Manchoukuo and the USSR for the Cession to Manchoukuo of the Rights of the USSR in the North Manchuria Railway (Chinese Eastern Railway) the Financial Attaché begs to notify to the Trade Representation that the Government of Manchoukuo undertake to effect payment to -----, of the sum Yen -----, which is the total price of the goods, in conformity with the said Résumé.

## RESUME OF CONTRACT No. -----

Concluded under the Agreement between the USSR and Manchoukuo for the Cession to Manchoukuo of the Rights of the USSR concerning the Chinese Eastern Railway (North Manchuria Railway), hereinafter called the "Principal Agreement", and the Protocol between the USSR, Japan and Manchoukuo of March 23rd, 1935.

- 1. Parties to the Contract: The Trade Representation of the USSR in Japan, of -----, Tokyo, hereinafter called the "Trade Representation", of the one party, and -----, of -----, hereinafter called the "Company", of the other party.
  - 2. Date of the Contract: The ----day of -----, 1935.
- 3. Object of the Contract: The Company undertakes to manufacture and deliver to the Trade Representation, at the date mentioned below, the following goods;
  - a. Description. -----
  - b. Place of origin. -----
  - c. Quality. -----
  - d. Quantity. -----
  - 4. Total amount of the Contract (In Yen): -----
  - 5. Date of delivery of the goods: -----
  - 6. Place of delivery of the goods: -----
- 7. Modes of payment: The payment for the goods purchased under the Contract shall be effected by the Government of Manchoukuo in accordance with the provisions of Sections 4 and 5, Article IX of the Principal Agreement in the following manner.
- a. Payment in advance: Out of the price of the goods under the Contract, the Company shall be paid the sum # ------in advance on -----, 193-, at ----. The Trade depresentation shall notify and request the Financial Attaché to make the

said payment in advance. (In the case of abrogation of the Contract, the said sum shall be returned to the Financial Attaché.)

b. Payment in settlement: The payment of the total price of the goods delivered under the present résumé (minus the amount of the advance) shall be effected on ----, 193-, at -----, provided that the Company shall have completed the delivery of goods of the present résumé and the documents (bill of lading, invoice, etc.) to the Trade Representation, and that the latter shall have notified to that effect to the Financial Attaché. The Trade Representation shall make the said notification within five days after the completion of the said delivery.

In case the certificate of origin shall not be presented with the present résumé, the payment shall be effected against such certificate.

c. The above payments shall be effected by the Financial Attaché with cheques issued by him with the Industrial Bank of Japan, Ltd. as payer, the company as payee, and the amount of the advance or the total amount of the Contract minus the amount of the advance, as the case may be, as face amount.

The Company shall give a receipt to the Financial Attaché for the cheque received.

- 8. Abrogation of the Contract:
- 9. Other terms: (Agreements under Articles IV and V of the Tripartite Protocol, etc.)
- 10. The Contract shall come into force when the Financial Attaché has communicated to the Trade Representation and the Company to the effect that the Government of Manchoukuo undertakes to effect the payments for the goods under the Contract.

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Tokyo, -----, 1935.

In conformity with the provisions of Section 5,
Article IX of the Agreement between the USSR and Manchoukuo
for the Cession to Manchoukuo of the Rights of the USSR conderning the Chinese Eastern Railway (North Manchuria Railway),
the Trade Representation of the USSR in Japan has the honour
to forward herewith to the Financial Attaché to the Manchoukuo
Legation in Japan the attested Résumé of the Contract, No. ----,
which has been concluded between the Trade Representation
and ------ on ------ at ----- for the purchase of goods as
provided for in Section 1, Article IX of the above mentioned
Agreement.

The Trade Representation also has the honour to request the Financial Attaché to take steps in accordance with the provision of the second paragraph of Section 5, Article IX of the aforesaid Agreement.

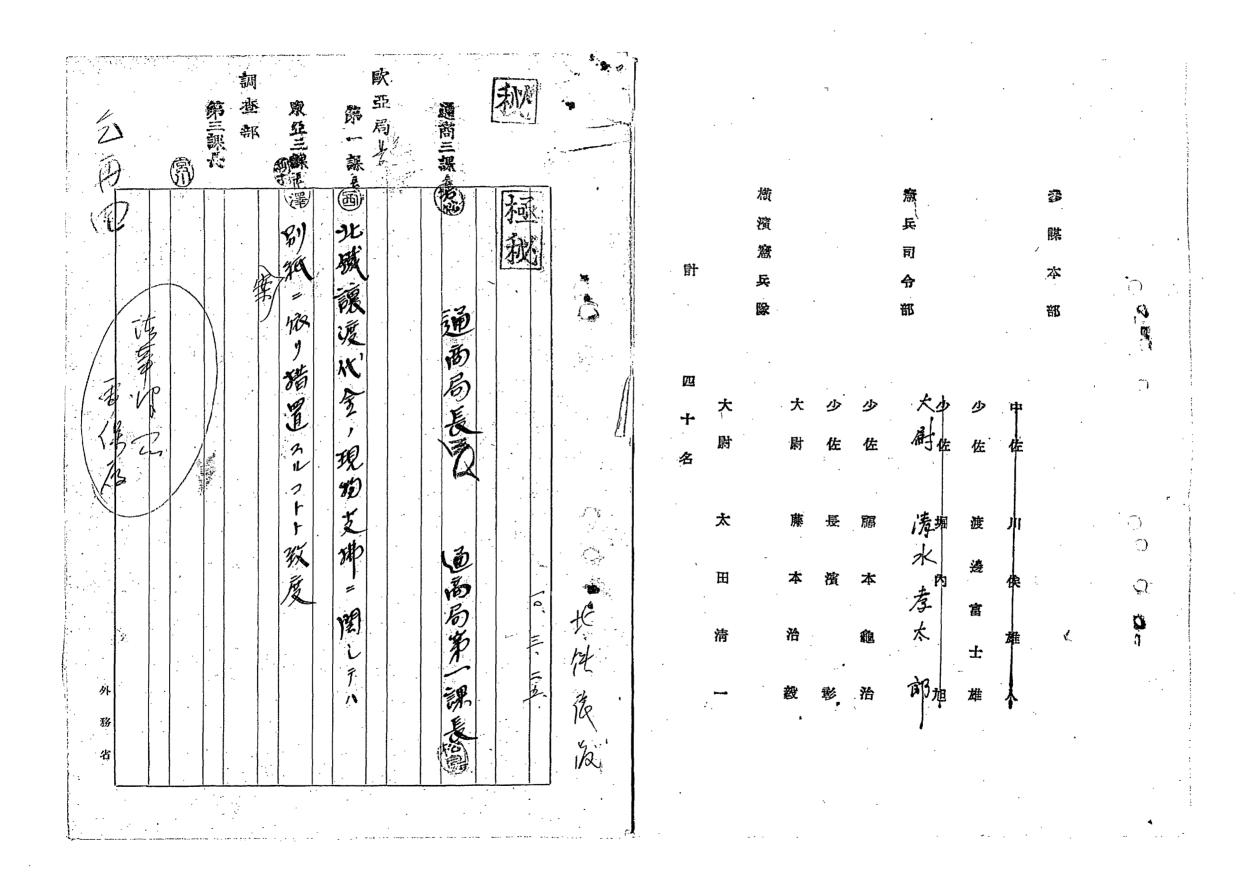
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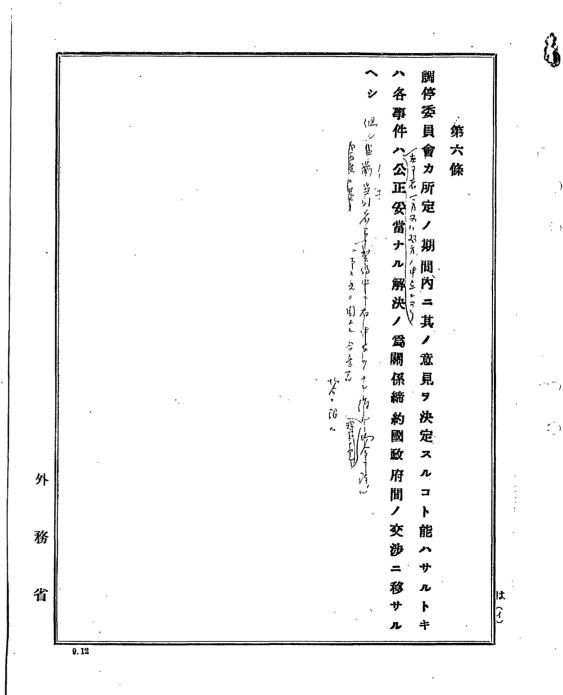
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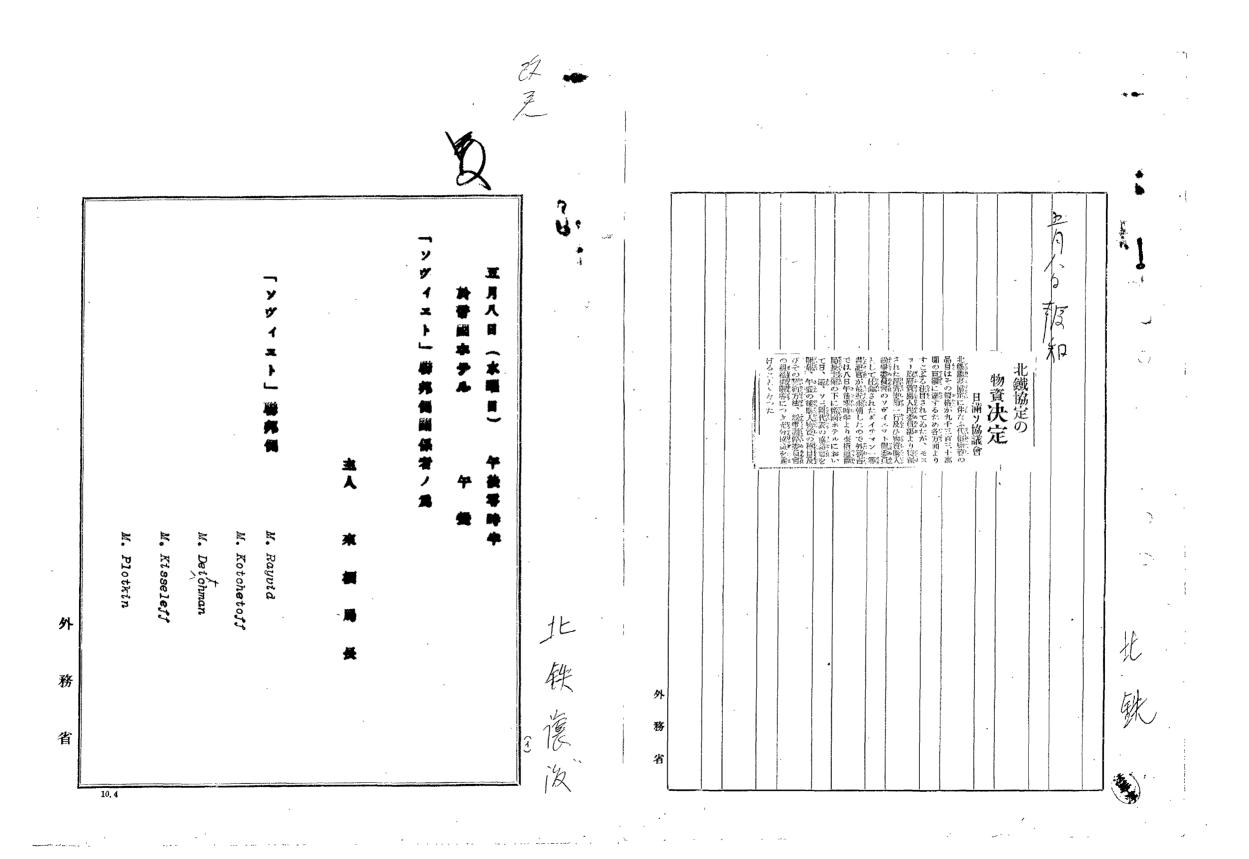
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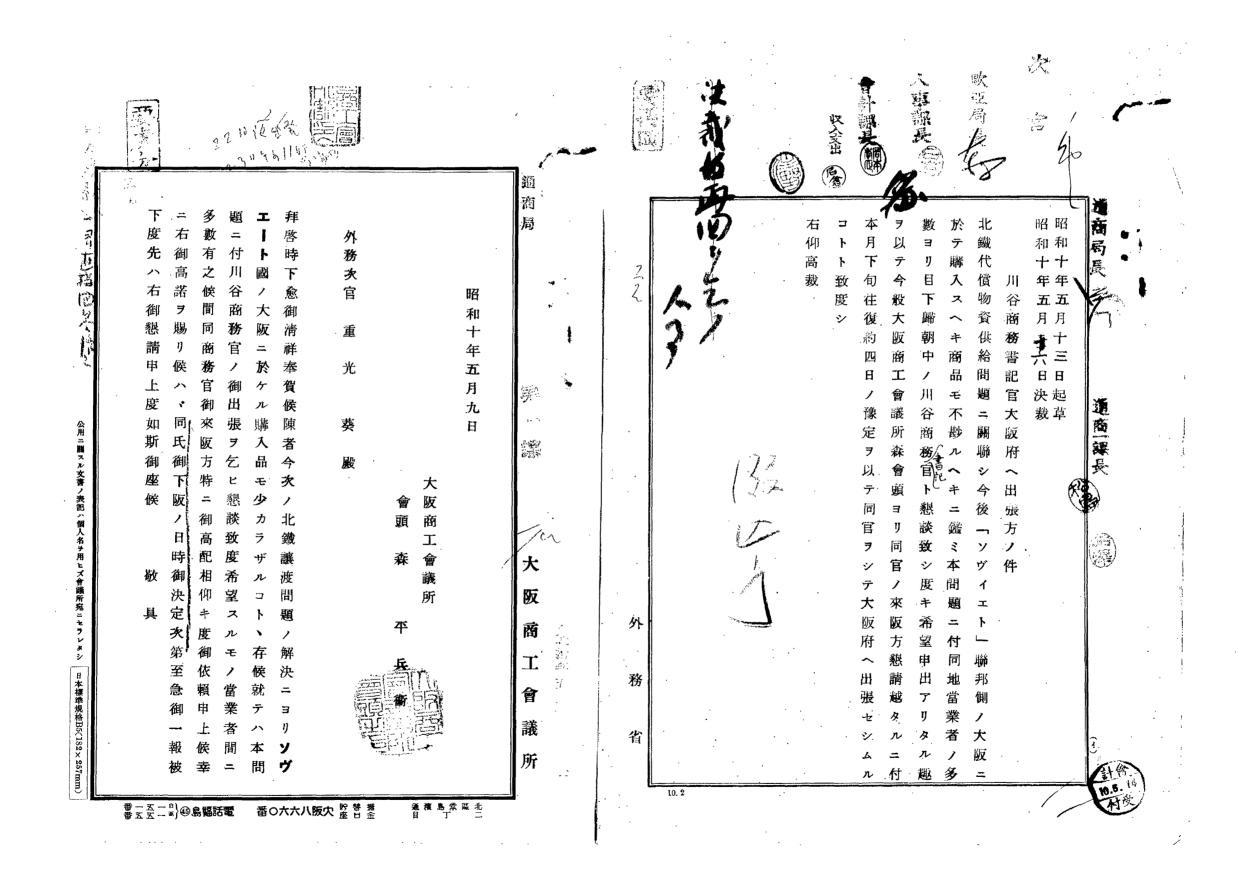


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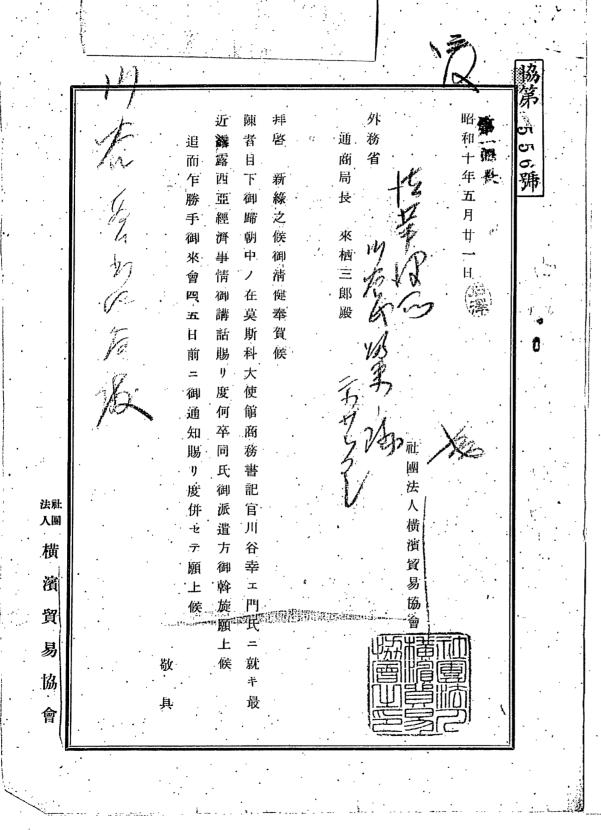
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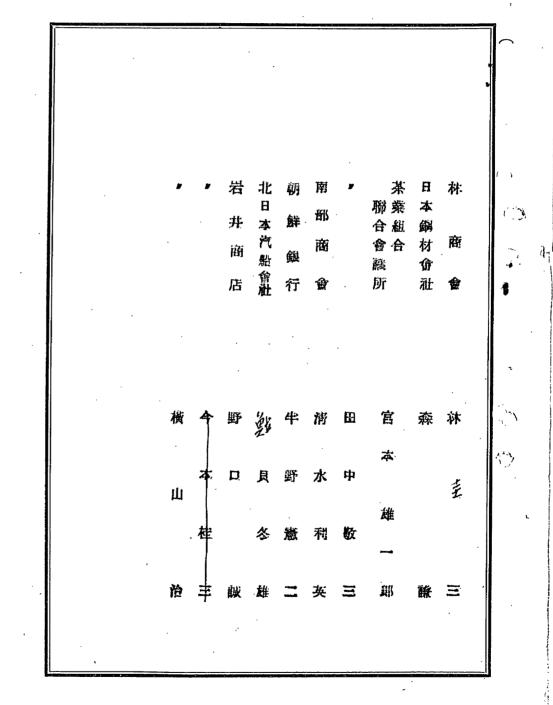
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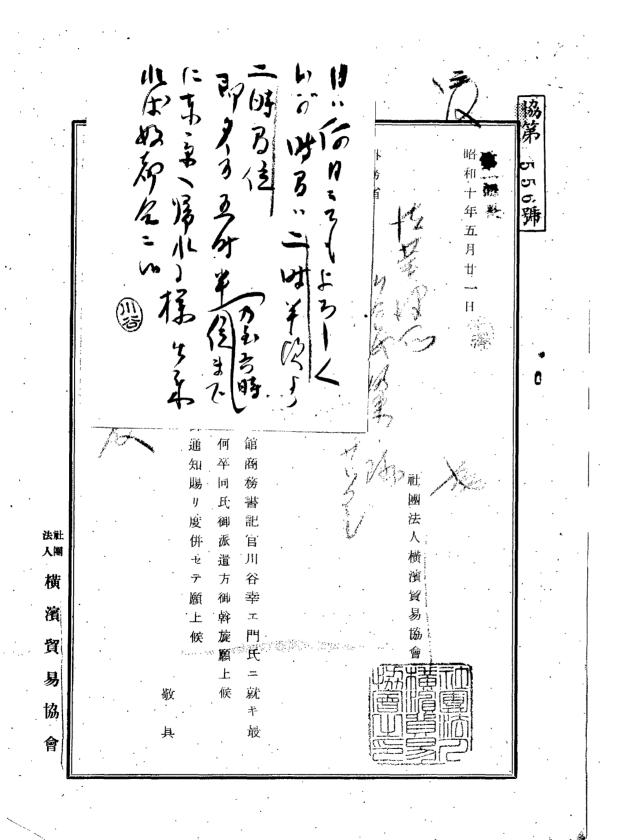
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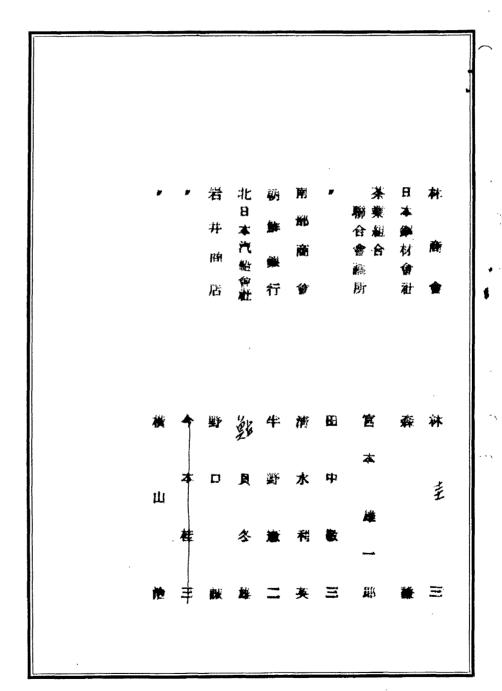
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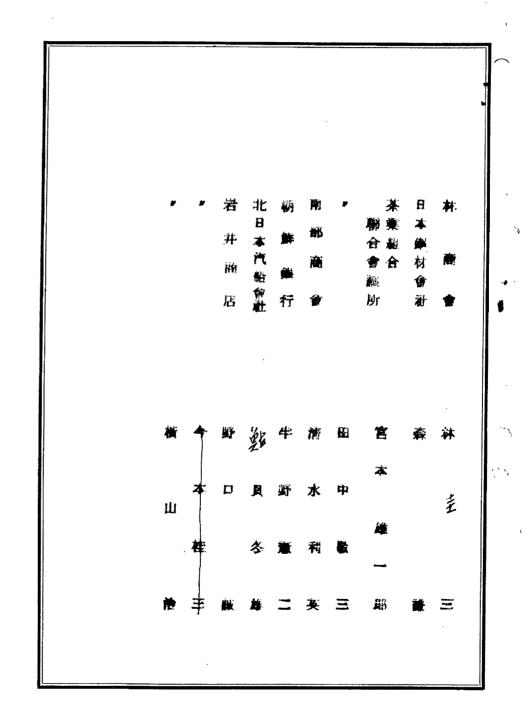








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