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凡 例

- 一、本輯ハ昭和十年中ノ外務省公表ノ形式ニ據リ文書ヲ以テ發表セルモノヲ收録セルモノナリ
  - 二、配列ハ公表時期ノ順序ニ據レリ
  - 三、本輯附録ハ外務省公表ノ形式ニ據ラサルモノヲ摘録セルモノナリ
- 昭和十年一月

外 務 省

外 務 省

外務省公表集

第十四輯

目 次

- 第一、北滿鐵道讓渡協定假調印ニ就テ、、、（三月十一日公表）
- 第二、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、、、（三月二十三日公表）
- 第三、最終議定書、、、（三月二十三日公表）
- 第四、議定書、、、（三月二十三日公表）
- 第五、日本國「ソヴィエト」社會主義共和國聯邦間交換公文、、、（三月二十三日公表）
- 第六、日本國「ソヴィエト」社會主義共和國聯邦間交換公文、、、（三月二十三日公表）
- 第七、日本國滿洲國間交換公文、、、（三月二十三日公表）

外 務 省

第八日 支公使館ノ大使館昇格ニ關スル外務當局談、(五月十八日)

第九日 日本國和蘭國間司法的解決、仲裁裁判及調停條約、(六月五日)

第十日 滿經濟共同委員會設置ニ關スル協定、(七月十五日公表)

第十一日 滿經濟共同委員會設置協定ニ關スル當局談、(七月十五日)

第十二日 通商擁護法發動ニ關スル當局談、(七月二十日)

第十三日 所謂日滿軍憲「一ソ」聯邦國境侵犯ニ關スル廣田外務大臣ノ在本邦「ソ」聯邦大使宛回答文、(七月二十日公表)

外務省

10. 10.

第十四日 外國旅券規則及之カ關係規程ノ改正ニ就テ、(七月二十二日)

第十五日 滿洲事變關係外務省警察官ノ行實ニ就テ、(七月二十六日)

第十六日 滿洲國ニ於ケル治外法權ノ撤廢及南滿洲鐵道附屬地行政權ノ調整乃至移讓ニ關スル外務當局談、(八月九日)

第十七日 日加通商問題ニ關スル外務當局談、(九月七日)

第十八日 日蘭間常設調停委員會成立ニ就テ、(十月三十一日公表)

第十九日 比島聯邦政府大統領就任ニ關スル外務當局談、(十一月十五日)

外務省

10. 10.

附覧

第二十、比島聯邦政府大統領就任式

ニ際シ廣田外務大臣ノ「ケ

ーソン」新大統領宛祝電、(十一月十五日)

第二十一、倫敦ニ於ケル海軍軍縮會議

閉會式ニ於ケル帝國全權ノ演説、(十二月九日)

第二十二、日本國滿洲國間郵便業務ニ

關スル條約、(十二月二十六日公表)

第二十三、日「カ」間通商關係調整ニ

關スル在「カ」帝國公使

兼及「カ」外務大臣閣

下書本文、(十二月二十八日公表)

ナダ」帝國公使館宛「カ

ナダ」外務大臣書翰

支那方面ノ支那ノ  
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此後ト云フ「カ」  
書翰(附)



外務省

10. 10.

(二)十二月二十六日附「カ

ナダ」外務大臣宛在「カ

ナダ」帝國公使書翰

第二十四、日「カ」間通商關係調整

ニ關スル外務當局談、(十二月二十八日)

外務省

10. 10.

附 録

- 一、廣田外務大臣ノ年頭之辭（諸新聞元旦號所載）
- 二、支那ニ於ケル砂糖ノ專賣計畫、（一月十九日）
- 三、第六十七回帝國議會ニ於ケル廣田外務大臣演説、（一月二十二日）
- 四、北滿鐵道讓渡協定調印ノ際ニ於ケル廣田外務大臣ノ挨拶、（三月二十三日）
- 五、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、（三月二十五日公表）
- （一）「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）
- （二）廣田外務大臣發「リトヴィノフ」  
ソビエト聯邦外務人民委員宛返電（三月二十五日發）

外務省

10. 10.

- 六、滿洲國石油統制問題ニ關スル英米兩國トノ外交々渉要領、（三月二十六日）
- 七、米國ニ於ケル日本製綿布等ノ輸入阻止運動ニ付テ、（四月十日）
- 八、米國方面ニ於ケル中南米諸國向本邦品輸入阻止運動ニ就テ、（四月十三日）
- 九、地方長官會議ニ於ケル外務大臣演説、（五月三日）
- 十、遣濠使節出淵大使送別晚餐會ニ於ケル廣田外務大臣挨拶並出淵大使答辭、（七月十一日）
- （イ）廣田外務大臣ノ挨拶
- （ロ）出淵大使ノ答辭
- 十一、「グアテマラ」政府ノ日本人入國取扱振リニ就テ、（七月十二日）
- 十二、昭和三十二年外務省豫算ニ就テ、（七月三十一日）
- 十三、昭和三十二年外務省豫算ニ就テ、（七月三十一日）

外務省

10. 10.

十五、佛領「タイチ」島ノ近況ニ就テ、（八月三十一日）  
十六、支那幣制改革問題ニ關スル非公  
式外務當局談、（十一月九日）  
十七、佛領「タイチ」島ノ近況ニ就テ、（八月三十一日）  
十八、支那幣制改革問題ニ關スル非公  
式外務當局談、（十一月九日）

外  
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10. 10.

N-0042



昭和十年

外務省公表集

第十四輯

外務省

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凡例

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昭和十一年一月

外務省

外務省公表集 第十四輯

目次

- 第一、北滿鐵道讓渡協定假調印ニ就テ……………(三月十一日公表)……………一
- 第二、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メ滿洲國「ソヴェエト」社會主義共和國聯邦間協定……………(三月二十三日公表)……………五
- 第三、最終議定書……………(三月二十三日公表)……………五三
- 第四、議定書……………(三月二十三日公表)……………六〇
- 第五、日本國「ソヴェエト」社會主義共和國聯邦間交換公文……………(三月二十三日公表)……………七三



第六、日本國「ソヴェト」社會主義共和國聯邦間交換公文……………(三月二十三日公表)……………七九

第七、日本國滿洲國間交換公文……………(三月二十三日公表)……………八六

第八、日支兩國公使館ノ大使館昇格ニ關スル外務當局談……………(五月十八日)……………九一

第九、日本國和蘭國間司法的解決、仲裁裁判及調停條約……………(六月五日公表)……………九三

第十、日滿經濟共同委員會設置ニ關スル協定……………(七月十五日公表)……………一〇六

第十一、日滿經濟共同委員會設置協定ニ關スル外務當局談……………(七月十五日)……………一一七

第十二、通商擁護法發動ニ關スル外務當局談……………(七月二十日)……………一二〇

參 考

一、勅令第二百八號……………一三三

一、大藏省告示第百六十二號……………一三六

第十三、所謂日滿軍憲ノ「ソ」聯邦國境侵犯ニ關スル廣田外務大臣ノ在本邦「ソ」聯邦大使宛回答文……………(七月二十日公表)……………一三七

第十四、外國旅券規則及之カ關係規程ノ改正ニ就テ……………(七月二十二日)……………一四七

第十正、滿洲國ニ於ケル治外法權ノ撤廢及南滿洲鐵道附屬地行政權ノ調整乃至移讓ニ關スル外務當局談……………(八月九日)……………一四九

第十六、日「カ」通商問題ニ關スル外務當局談……………(九月七日)……………一五五

第十七、日蘭間常設調停委員會成立ニ就テ……………(十月三十一日公表)……………一六一

第十八、比島聯邦政府大統領就任ニ關スル  
外務當局談……………(十一月十五日)……………一六三

第十九、比島聯邦政府大統領就任式ニ際シ  
廣田外務大臣ノ「グーソン」新大統領  
宛宛祝電……………(十一月十五日)……………一六五

第二十、日本國滿洲國間郵便業務ニ關スル  
條約……………(十二月二十六日公表)……………一六七

第二十一、日「カ」通商關係調整ニ關スル書翰  
……………(十二月二十八日公表)……………一八〇

(一) 十二月二十六日附在「カナダ」帝國公  
使宛「カナダ」外務大臣書翰……………一八〇

(二) 十二月二十六日附「カナダ」外務大臣  
宛在「カナダ」帝國公使書翰……………一八五

第二十二、日「カ」間通商關係調整ニ關スル  
外務當局談……………(十二月二十八日)……………一八七

附 録

一、廣田外務大臣ノ年頭之辭(諸新聞元旦  
號所載)……………一九五

二、支那ニ於ケル砂糖ノ專賣計畫……………(一月十九日)……………一九七

三、第六十七回帝國議會ニ於ケル廣田外  
務大臣演說……………(一月二十二日)……………一九八

四、北滿鐵道讓渡協定調印ノ際ニ於ケル  
廣田外務大臣ノ挨拶……………(三月二十三日)……………二一四



五、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」「ソ」聯邦外  
務人民委員間交換祝電……………(三月二十五日)……………二二八

(一)「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)……………二二八

(二)廣田外務大臣發「リトヴィノフ」外務人民  
委員宛返電(三月二十五日發)……………二二〇

六、滿洲國石油統制問題ニ關スル英米兩  
國トノ外交交渉要領……………(三月二十六日)……………二二三

七、米國ニ於ケル日本製綿布等ノ輸入阻  
止運動ニ付テ……………(四月十日)……………二三二

八、米國方面ニ於ケル中南米諸國向本邦  
品輸入阻止運動ニ就テ……………(四月十三日)……………二三六

六

九、地方長官會議ニ於ケル廣田外務大臣  
演說……………(五月三日)……………二四二

十、遣濠使節出淵大使送別晚餐會ニ於ケ  
ル廣田外務大臣挨拶並出淵大使答辭……………(七月十一日)……………二五三

(イ)廣田外務大臣ノ挨拶……………二五三

(ロ)出淵大使ノ答辭……………二五五

十一、「グアテマラ」政府ノ日本人入國取扱  
振リニ就テ……………(七月十二日)……………二五六

十二、滿洲事變關係外務警察官ノ行賞ニ  
就テ……………(七月二十六日)……………二五七

十三、昭和十一年度外務省豫算ニ就テ……………(七月三十一日)……………二五八

十四、佛領「タイチ」島ノ近況ニ就テ……………(八月三十一日)……………二六一

七

- 十五、支那幣制改革問題ニ關スル非公式  
外務當局談……………(十一月九日)……………二六四
- 十六、倫敦ニ於ケル海軍軍縮會議開會式  
ニ於ケル帝國全權演說……………(十二月九日)……………二六六

外務省公表集 第十四輯

第一、北滿鐵道讓渡協定假調印ニ就テ

(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メ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  
 在本邦「ソヴェト」聯邦大使ニ依リ日「ソ」間交換公文ニ夫々假調印カ了セラレタ。

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、尙解雇セララル「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トナッタ。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ツテ行ハルヲアラウ。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ンテアル。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ンテアルカ、尙右ニ關聯シ日滿間ニ公文ノ交換ヲ行フコトヲナシタ。

二

(Translation)

THE FOLLOWING ANNOUNCEMENT WAS MADE BY THE FOREIGN OFFICE,  
MARCH 11, 1935, SIMULTANEOUSLY WITH THE INITIALING OF THE  
AGREEMENT FOR THE CESSION OF THE NORTH MANCHURIA RAIL-  
WAY TO MANCHOUKUO.

The Agreement for the cession to Manchoukuo of the rights of the U.S.S.R. concerning the North Manchuria Railway (the Chinese Eastern Railway) and the final Protocol appurtenant thereto were initiated at the Foreign Office today by the re-

presentatives 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 enterprises and properties) will be ceded to the Government of Manchoukuo. In return, 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 Agree-

三

ment. Another exchange of Notes will take place between the Governments of Japan and Manchoukuo.

四

第二 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

(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 So-

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cialist Republics concerning the North Manchuria Railway (Chinese Eastern Railway), and have to that end named as their Plenipotentiaries, that is to say:

The Government of Manchoukuo:

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

Chuchi HASHI, 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 Constantinovich YURENEFF, Member of the Central Executive

Committee of the Union of Soviet Socialist Republics and Plenipotentiary

Representative of the Union of Soviet Socialist Republics in Japan;

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

Commissariat for Foreign Affairs;

Stepan Matveevitch 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 Government 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

1. 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:

- (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.

- 10
- g. Main workshops of the Ways Department.
  - h. Wool-washing works and hydro-loading works.
  - i. Water works in Harbin.
  - 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 17th and March 21st, 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

11  
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 Eastern Provinces of the Republic of China signed at Mukden on September 20th, 1924, shall remain in force.

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 buildings now occupied by the officials of the said Consulate

General:

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 IVth 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 14th School, 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.

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 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.

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.

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.

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 So-

14

cialist 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

14

0027

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 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.

14

#### 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 purchased 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.

15

0028

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.

110

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, 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 hereafter, 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

111



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 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 Manchou-

kuo 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 included 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 Suifenho, 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.

114

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.

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.

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 money they have received to other countries after having 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 inform 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 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 and 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.) Kaznetsoff

(右邦譯文)

滿洲國及「ソヴェト」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トコトヲ希望シ北滿鐵道(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

「ソヴェト」社會主義共和國聯邦政府

「ソヴェト」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・コンスタンチノヴィッチ・ユートレネフ」

共和國聯邦全權代表「ベネデクト・イグナチエヴィッチ・カズロフスキー」

外務人民委員部局長「ベネデクト・イグナチエヴィッチ・カズロフスキー」

北滿鐵道(東支鐵道)副理事長「ステパン・マトヴェイエヴィッチ・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カ良好妥當ナルヲ認メタル後左ノ諸條ヲ協定セリ

### 第一條

「ソヴェト」社會主義共和國聯邦政府ハ同政府カ北滿鐵道(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ヘク滿洲國政府ハ右ニ對スル代價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「ソヴェト」社會主義共和國聯邦政府ニ支拂フヘシ

### 第二條

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ヘ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ヘキモノトス

### 第三條

一 本協定實施ト同時ニ「ソヴェト」社會主義共和國聯邦人民タル北滿鐵道(東支鐵道)管理機關ノ高級職員ハ其ノ職ヲ解カルヘシ右鐵道管理機關ノ右高級職員ハ其ノ管掌セル記錄、帳簿、文書及書類ヲ種類ノ如何ヲ問ハス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ヘシ

三三

本條ニ使用セララル「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
- (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「ソツグエト」社會主義共和國聯邦政府ハ「ソツグエト」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
  - (丙) 管理局機務處長
  - (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
    - 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 屑物淨化工場

カ 「グランド・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

三六

四 本條一ニ掲ケ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ヘシ

本條二ニ掲ケ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ヘシ

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ヘ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ヘシ

#### 第四條

滿洲國政府ハ千九百三十四年三月二十二日「ソヴェト」社會主義共和國聯邦政府ノ代表部カ日本國外務大臣ヲ通シ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ヘシ尤モ右表ハ之ニ掲ケラレタル資産及負債カ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「ソヴェト」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「ソヴェト」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

「ソヴェト」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ヘシ

イ 現在右總領事館ニ依リ占有セラレ居ル土地及建物

三七



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 事務所第四十九號 二、一七四・九〇平方メートル

官舎第四十七號 六八五・三七平方メートル

官舎第四十八號 一、四四七・六一平方メートル

自動車庫及附屬家屋第五十一號 二四五・八八平方メートル

守衛詰所第五十二號 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「ソツィエト」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ヘク左ニ定ムル目的ニミ使用セララル爲直ニ在哈爾濱「ソツィエト」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ヘシ

イ 右居留民團ノ初等及中等教育ノ爲ニ使用セララルヘ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ヘキモノ

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「ソツィエト」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

書ヲ選定スヘシ斯ク選定セラレタル圖書ハ右學校ニ讓渡セララルヘキモノトス

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「ソツィエト」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スト主張セララルモノ及「ソツィエト」社會主義共和國聯邦ノ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)ニ屬スト主張セララ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サルヘシ

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ヘキモノニハ適用セラレサルヘシ

第七條

本協定第一條ニ掲ケ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ヘク殘額九  
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「ソウヴェト」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ヘシ

第八條

本協定第七條ノ規定ニ從ヒ現金ニテ支拂ハルヘキ四千六百七十萬(四六、七〇〇、〇〇〇)圓ノ額  
ノ内二千三百三十萬(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ヘシ  
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「ソウヴェト」社會主義共和國聯邦政府ニ支拂ハルヘ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ルヘ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  
スル六百十一萬三千二百五十(六、一三二、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  
ウヴェト」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「ソウヴェト」社會主義共和國聯邦政府ノ代表者ニ交付セラルヘク株式會社日本興業銀行  
ニ於テ支拂ハルヘシ  
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ルル瑞西「フラン」ニテ示サルル圓ノ爲替相場カ本協  
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ルル瑞西「フ  
ラン」ニテ示サル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  
西「フラン」ニテ示サ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カ如ク  
場合ニ應ジテ増加又ハ減少セラルヘシ  
瑞西「フラン」ノ現在ノ金平價(一瑞西「フラン」ハ純金一グラムノ三十一分ノ九ニ相當ス)カ  
變更セラレ又ハ瑞西「フラン」ノ金兌換カ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

ノ方法ヲ採用セラルヘシ

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カ本協定實施ノ日ノ「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カ如ク場合ニ應ジテ増加又ハ減少セラ

四二

### 第九條

本協定第七條ニ規定セララルル通「ソヴェト」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ヘキ九千三百三十萬(九三、三〇〇、〇〇〇)圓ノ額ノ決濟ハ左ノ方法ニ依リ行ハルヘシ

一 在日本國「ソヴェト」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ケ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レタル物品ノ購入ニ關スル契約ヲ右兩國ノ何レカノ臣民又ハ法人

ト締結スヘシ斯ク購入セラレタ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ヘ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物品ハ價格ニ於テ三千百十萬(三、一〇〇、〇〇〇)圓ヲ超エサ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物品ノ總量ハ價格ニ於テ三千百十萬(三、一〇〇、〇〇〇)圓ヲ超エサルヘシ

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カ前項ニ掲ケラルル物品ノ引渡ニ付千五百五十五萬(一、五五〇、〇〇〇)圓ヲ超エサル支拂ヲ爲スヘク又右ノ額ハ何等カノ理由ニ依リ六月均分期間ノ終ニ於テ支拂ハレサ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ルヘク以下ニ準シ斯クシテ九千三百三十萬(九三、三〇〇、〇〇〇)圓ノ全額カ右三年ノ終迄ニ支拂ハルルカ如ク定メラルヘシ

三 前記契約カ本協定實施後六月ノ期間内ニ締結セラレサルトキハ通商代表部ハ右六月ノ期間ノ満了後右契約ヲ爲スノ權利ヲ有スヘ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カ契約ヲ履行セス又ハ正當ニ契約ヲ履行セスカ爲該契約カ廢棄セラ

四三

結スル權利ヲ有スヘ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ヘ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 本條ニ掲ケ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ルヘク且物品ニ對スル滿洲國政府ノ支拂ニ關シ規定スヘシ

五 通商代表部カ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ヘ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カ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ヘシ

財務官ハ契約ノ要綱書ヲ受領シタルトキハ其ノ内容カ本條ニ牴觸セサル限リ右受領後通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カ契約ノ右要綱書ニ從ヒ右物品ニ對スル支拂ヲ爲スヘキコトヲ通知スヘシ

四四

賣主ハ其ノ勘定ノ決済ヲ得ル爲メ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)ヲ引渡スヘシ

財務官ハ通商代表部ヨリ契約ノ要綱書ニ掲ケラレタル物品ノ引渡カ完了セル旨ノ通知ヲ受領シタルトキハ株式會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ヲ提出カ契約ノ要綱書提出ノ時ニ行ハレサリシトキハ右證明書ト引換ニテ之ヲ賣主ニ交付スヘシ物品ノ賣主ハ右小切手ニ對シ受領證ヲ交付スヘシ物品ノ賣主ニ對スル前拂ハ右前拂ヲ爲スヘ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ヘシ

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レタル又ハ設立セラレルヘ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ラルル者ヲ除クノ外滿洲國政府カ本協定ノ實施後滿洲國政府側

四五

一ノ都合ニ依リ解雇セントスル「ソヴイェト」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ヘシ

二 解雇セラヘルキ「ソヴイェト」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ヲ爲滿洲國ニ留ルノ權利ヲ有スヘシ

三 「ソヴイェト」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ヘシ

四 「ソヴイェト」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ヘシ

五 解雇セラレ又ハ任意ニ退職シタル「ソヴイェト」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ク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）ニ依リ無償輸送ノ特權ヲ許與セラルヘシ

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「ソヴイェト」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ヘキ金額、共濟貯蓄規程ニ依リ共濟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「千九百二十二年被傷害者補償規程」ニ依リ傷害ニ對スル年金及補償）ハ右退職手當及支拂金カ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各個ニ計算セラレ且支拂ハルヘシ

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ヘシ

二 本協定實施後解雇セラレ又ハ任意ニ退職スル「ソヴイェト」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ヘシ

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ヘシ但シ解雇セラル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ヘシ

鐵道勤務十年未満ノ者ニ對スルニ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ニ割賦金ヲ以テ支拂ハルヘ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ヘク第三回及第四回ノ割賦金ハ第三回ノ割賦金ヲ支拂後夫々六月及十二月ノ終ニ於テ支拂ハルヘ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ヘ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ヘク同證書ハ爾後他ノ何人ニモ讓渡セラレサルヘキモノトス

鐵道勤務十年以上ノ者ハ勞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ヘシ右年金ハ之ヲ毎年支拂フ代リニ一時金ニテ支拂フヘ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ニ割賦金ヲ以テ受取人ニ支拂フヘキモノトス

備考一 鐵道勤務十年未満ノ従業員ノ勞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ヘシ

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ヘ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

ヘキモノトス

- 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ヘ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ラルヘシ
- 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「ルーブル」ニ對スル爲替相場ニ依リ滿洲國ノ通貨ヲ以テ支拂ハルヘシ右退職手當及支拂金ノ受取人ハ其ノ受取リタル金錢ヲ外國ノ通貨ニ換ヘテ他國ニ送付スルコトヲ許容セララルヘシ
- 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ラルヘシ尤モ「ソヴイェト」社會主義共和國聯邦ノ領域ニ歸還セル者ハ在哈爾濱「ソヴイェト」社會主義共和國聯邦總領事又ハ其ノ他ノ者ニ之カ受領ヲ委任スルコトヲ得右ノ委任ヲ爲シタル者ハ同時ニ其ノ旨ヲ北滿鐵道(東支鐵道)ニ通知スヘシ
- 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カ其ノ後引續キ施行セララルト變更セララルト廢止セララルトヲ問ハス引續キ從前ノ通年金ヲ受クヘ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カ「ソヴィエト」社會主義共和國聯邦ノ領域ニ歸還セントシ又カ  
歸還シタル場合ニハ外國ノ送金ニ關シ本條五カ適用セラルヘシ  
八 「ソヴィエト」社會主義共和國聯邦人民タル従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ヘ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  
依リ處理セラルヘシ

九 本協定實施後解雇セラレ又ハ退職シタル従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ヘシ

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

第十三條

滿洲國政府及「ソヴィエト」社會主義共和國聯邦政府ハ兩國間ノ交通及運輸ヲ增進シ且容易ナラ  
シムル目的ヲ以テ本協定實施後三月以内ニ旅客、手荷物及貨物ノ通過輸送、「ソヴィエト」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ヘシ  
右三月ノ期間内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「ソヴィエト」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ヘシ

第十四條

本協定ハ署名ノ日ヨリ實施セラルヘシ  
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

丁 士 源 (印)

大 橋 忠 一 (印)

鳥 澤 隆 聲 (印)

シ、シ、ユレネフ (印)

0045

N-0042

五二  
ビー、アイ、カズロフスキー (印)  
クズネツォフ (印)

### 第三 最終議定書

(三月二十三日公表)

#### 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

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Agreement, the said advice can on no occasion result in any responsibility being imposed 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 appurtenances 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-

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.

再六

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

(右邦譯文)

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滿

洲國「ソヴェト」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レル記録、帳簿、文書及書類ノ引渡ハ事務引繼タル性質ヲ帶ヒサルモノトス

二 協定第三條ニ掲ケラレル顧問ノ述フ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ヘキ財産ニ關スル協定第五條ノ規定ハ右財産、之カ占有及管理ニ關シ毫モ滿洲國ノ法令ノ適用ヲ妨クルモノニ非ス

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「ソヴェト」社會主義共和

五七

五八  
聯國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ヘキコトニ同意ス

第四條

「ソヴェト」社會主義共和國聯邦人民タル父兄ヨリ購出セラレタル資金ヲ以テ購入セラレタ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レタル舞臺裝備品ハ北滿鐵道（東支鐵道）ニ屬セナル財産トシテ在哈爾濱「ソヴェト」社會主義共和國聯邦總領事ニ引渡サルヘキモノトス

第五條

滿洲國政府ハ北滿鐵道（東支鐵道）従業員ハ共同組合カ其ハ定款ニ從ヒ清算ヲ行フコトニ異議ヲ有セス且右清算ニ當ル爲必要ナル「ソヴェト」社會主義共和國聯邦人民タル組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カ締結セララルニ至ル迄ハ右連絡ノ現状ヲ維持セララルヘシ

本最終協定書ハ前記協定一部ヲ成シ右協定ト同時ニ實施セララルヘシ

康徳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

大橋 忠一  
丁 士 源  
鳥 澤 聲  
シ、ジ、ト、ネ、レ、ネ、フ  
ビ、ア、イ、カ、ズ、ロ、フ、ス、キ、ー  
ク、ズ、ネ、ツ、ツ、オ、フ

第四議定書

(三月二十三日公表)

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;

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 Govern-

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ments 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 within 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.

Article III.

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 decid-

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ing 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 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 fulfilment 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 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

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Protocol shall be binding upon both parties, in which case such decision shall take effect in the manner contemplated by the said agreement.

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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.) Chunichi Ohashi  
(L. S.) Wu Tse-Sheng  
(L. S.) C. C. Yourenff  
(L. S.) B. I. Kozlovsky  
(L. S.) Kuznetsoff

(右邦譯文)

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滿洲國「ソヴェト」社會主義共和國聯邦間協定カ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

前記協定カ前記讓渡ノ代價トシテ滿洲國政府ヨリ「ソヴェト」社會主義共和國聯邦政府ニ對シテ支拂ハルヘ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カ支拂ヲ爲スコトニ依リ之ヲ行フヘキコトヲ規定スルニ因リ

前記協定カ又右ニ關シテ日本國ニ在ル「ソヴェト」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ヘ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カ公正且正常ニ行ハルコト肝要ナルニ因リ又

日本國政府カ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「ソヴェト」社會主義共和國聯邦ノ政府ハ左ノ諸條ヲ協定セリ

六七

第一條

「ソヴェト」社會主義共和國聯邦通商代表部カ北滿鐵道（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滿洲國「ソヴェト」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カ締結セラレルコトヲ確保スル様商議カ公正且正常ニ行ハルル爲及購入契約カ正確ニ履行セラレル爲通商代表部ニ對シ能ク限ノ便宜及援助ヲ供與スヘシ

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レルモノトス

六八

第二條

日本國政府及滿洲國政府ハ前記臣民又ハ法人カ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サ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

「ソヴェト」社會主義共和國聯邦政府ハ通商代表部カ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サ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カ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サ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レヘク右委員會ハ日本國政府ニ依リ任命セラレル一名ノ委員、滿洲國政府ニ依リ任命セラレル一名ノ委員及「ソヴェト」社會主義共和國聯邦政府ニ依リ任命セラレル二名ノ委員ヲ以テ構成セラレヘシ

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ヘ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ヘク右ニ掲ケラレタル取引

六九



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サル物品ニ關シテハ  
委員會ハ當該物品ニ關シ入手シ得ラレル情報ノ全部ヲ基礎トシテ公正ナル價格ヲ定ムヘシ  
調停委員會ニ依ル一切ノ事件ノ審理ハ委員會カ申請ヲ受理シタル日ヨリ六週間以内ニ完了セラ  
ルヘシ

#### 第四條

通商代表部及日本國又ハ滿洲國ノ臣民又ハ法人カ其ノ間ニ締結セル購入契約ニ依リ規定セラ  
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  
ケラレ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  
事者カ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  
致ヲ解決スルコトヲ勸奨スヘシ

#### 第五條

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シ  
調停委員會カ所定ノ審理期間内ニ決定ニ到達シ得サル場合又ハ到達セル決定カ二週間以内ニ困難  
ヲ除去シ得サ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ヘ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ヘキ旨ヲ定  
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  
様ニ於テ效力ヲ生スヘシ

#### 第七條

本議定書ハ署名ノ日ヨリ實施セララルヘシ  
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  
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)  
 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)  
 クズネツォフ (印)

第五 日本國「ソヴェト」社會主義共和國聯邦間  
 交換公文

(三月二十三日發表)

NOTES EXCHANGED BETWEEN JAPAN AND THE UNION OF  
 SOVIET SOCIALIST REPUBLICS

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

中四

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 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'Am-  
bassadeur, the assurances of my highest consideration.

(Signed) Koki Hirota

His Excellency

Monsieur Constantin Yourenoff,

Ambassador Extraordinary and  
Plenipotentiary of the Union of  
Soviet Socialist Republics to Japan.

Tokyo, March 23rd, 1935.

Monsieur le Ministre,

I have the honour to acknowledge the receipt of Your Excellency's Note of to-  
day'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 Man-  
choukuo 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 ful-  
filment 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 as well as in goods, which the Government of Manchoukuo  
are under in favour of the Government of the Union of Soviet Socialist Re-  
publics as the result of such cession in accordance with Article VII of the  
said Agreement."

中四

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.

His Excellency

Monsieur Koki Hirota,

Minister for Foreign Affairs  
of Japan.

(Signed) C. C. Yourenoff

トク

(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締結ニ關スル商議中「ソヴィエト」社會主義共和國聯邦政府ノ爲ニ閣下カ表示セラレタル希望ニ應シ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カ「ソヴィエト」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カ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

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

(來翰)

以書翰啓上致候陳者本使ハ閣下カ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

七七

(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關ニ讓渡スル爲メ協定ノ  
 締約ニ關スル商議中「ソヴェエト」社會主義共和國聯邦政府ノ爲ニ閣下カ表示セラレタル希望  
 ニ應シ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カ「ソヴェエト」社會主義共和國聯邦政府ニ對シテ負フ金銭及  
 物品ヲ以テスル一切ノ支拂義務カ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  
 ニ履行セララ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  
 シー、シー、ユーレネフ  
 日本國外務大臣廣田弘毅閣下

第六、日本國「ソヴェエト」社會主義共和國聯邦間  
 交換公文

(三月二十三日公表)

NOTES EXCHANGED BETWEEN JAPAN AND THE UNION OF  
 SOVIET SOCIALIST REPUBLICS

Tokyo, March 23rd, 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 ac-  
 cordance 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

〃〇

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 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.

His Excellency

Monsieur Constantin Youreneff,  
Ambassador Extraordinary and  
Plenipotentiary of the Union of  
Soviet Socialist Republics to Japan.

(Signed) Koki Hirota

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 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

〃〇

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.

His Excellency  
Monsieur Koki Hirota,  
Minister for Foreign Affairs of Japan.  
(Signed) C. C. Yourenoff

(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カ「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カ「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スルカ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カ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カ右困難ニ關聯シテ絶對ニ何等ノ損失ヲ蒙ラサル爲當該事情ノ下ニ於テ必要ナル一切ノ努力ヲ爲スヘシ  
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

廣田弘毅

日本國駐劄「ソヴィエト」社會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

(來翰)

以書翰啓上致候陳者本使ハ閣下カ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ノ協定ノ規定ニ從ヒ滿洲國政府カ「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カ「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スルカ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カ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カ右困難ニ關聯シテ絶對ニ何等ノ損失ヲ蒙ラサル爲當該事情ノ下ニ於テ必要ナル一切ノ努力ヲ爲スヘシ」

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



第七、日本國滿洲國間交換公文

(三月二十三日公表)

八六

(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カ「ソヴェト」社會主義共和國聯邦政府ニ對シ負フヘキ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ヲ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

廣田 弘毅 (印)

日本國駐劄滿洲國特命全權公使丁士源閣下

(來翰)

駐日本國滿洲國特命全權公使丁士源閣下  
照復事接准本日

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拂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顧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拂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共和國政府所負一切支拂義務自應確實履行之因此對於作爲保障之日本國政府決不致受絲毫障礙

八七

特此聲明相應照復即希  
查照爲荷須至照會者

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)

(備考)

右往翰及來翰ニハ夫々前記第五第六ノ交換公文(二種)ノ寫添附セラレ居レリ

(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「ソヴェエト」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「ソヴェエト」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カ「ソヴェエト」社會主義共和國聯邦  
邦政府ニ對シ負フヘキ一切ノ支拂義務ノ履行ニ付「ソヴェエト」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「ソヴェエト」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「ソヴェエト」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ニ依リ滿洲國政府カ「ソヴェエト」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カ「ソヴェエト」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翰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「ソヴェエト」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ヘク從テ右保障ノ結果トシテ日本國政府ニ對シ絕對ニ何等ノ不都合ヲ生  
セシメサ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

康徳二年三月二十三日

日本國外務大臣廣田弘毅閣下

丁 士 源 (印)

### 第八、日支兩國公使館ノ大使館昇格ニ關スル外務當局談

(五月十八日)

帝國政府ハ日支關係ノ重要ナルニ鑑ミ、大正十三年七月支那國トノ間ニ大使ヲ交換スルノ方針ヲ  
決定シ、爾來之ニ必要ナ經費ヲ豫算ニ計上シ來タツタ。  
今回之ヲ實行ニ移スコトヲ適當ト認メ、有吉大使ニ支那駐劄ヲ命スルコトニ決シ、五月八日右ノ  
趣ヲ在南京須磨總領事ヲシテ國民政府外交部長汪兆銘氏ニ通達セシメタ。之ニ對シ支那政府ニ於  
テモ同時ニ在本邦支那公使館ヲ大使館ニ昇格シ蔣作賓公使ヲ大使ニ任命スルコトトナツタ。

(Translation)

ON THE OCCASION OF THE ELEVATION OF THE STATUS OF THE DIPLO-  
MATIC REPRESENTATIVES BETWEEN JAPAN AND CHINA, THE FOR-  
EIGN OFFICE SPOKESMAN STATED AS FOLLOWS:

In view of the importance of the relations between Japan and China, the Japa-  
nese Government have, in July 1924, decided on the exchange of ambassadors between

the two countries and since then the appropriation necessary for it has annually been included in the budget of the Foreign Office. The Government have now deemed it appropriate to carry out the decision, appointing Mr. Akira Ariyoshi as Ambassador to that country and accordingly Mr. Suma, Consul-General at Nanking, was instructed on May 8th to communicate it to Mr. Wang Chin-Wei Foreign Minister of the Chinese Government. Reciprocating our step, the Chinese Government have decided to elevate simultaneously the Chinese Legation in Tokyo to an Embassy and appoint Mr. Chan Tso-pin, present Minister, as their Ambassador.

九二

### 第九 日本國和蘭國間司法的解決仲裁裁判及調停條約

(六月六日公表)

日本國皇帝陛下  
及

和蘭國皇帝陛下ハ

日本國和蘭國間ノ永久ノ友好關係ヲ鞏固ナラシムルノ希望ニ均シク促サレ

兩國間ニ生スルコトアルヘキ紛争ハ其ノ性質ノ如何ヲ問ハス之カ解決ヲ如何ナル場合ニ於テモ平

和的手段ノ外ニ求メサルコトヲ固ク決意シ

之カ爲條約ヲ締結スルコトニ決シ左ノ如ク其ノ全權委員ヲ任命セリ

日本國皇帝陛下

和蘭國駐劄特命全權公使齋藤博

和蘭國皇帝陛下

外務大臣「ヨシキヘトル、フランス、ペーラールツ、フアン、ブロッツラント」

九三

右全權委員ハ互ニ其ノ全權委任狀ヲ示シ之カ良好妥當ナルヲ認メタル後左ノ諸規定ヲ協定セリ

九四

第一條

締約國間ニ生シ且通常ノ外交手續ニ依リ相當期間内ニ解決セラレ得サルコトアルヘキ一切ノ紛争ハ其ノ性質ノ如何ヲ問ハス本條約ノ規定ニ從ヒテ設置セラレ且活動スル常設調停委員會ニ締約國間ノ合意ニ依リ又ハ其ノ一方ノ請求ニ依リ付託セラレハシ兩締約國ニ於テ法律的ノモノナルヘシト認メタル紛争ハ締約國間ノ合意ニ依ルノ外常設調停委員會ニ付託セラレサルヘシ

第二條

紛争ニシテ其ノ解決ニ關シ特別ノ手續ヲ締約國間ニ實施中ノ他ノ條約ニ依リ定メラルルモノハ右條約ノ規定ニ從ヒ解決セラレヘシ

第三條

法律的紛争特ニ締約國間ニ實施中ノ條約ノ解釋ニ關スル紛争ニシテ常設調停委員會ニ付託セラレサルカ又ハ之ニ付託セラレタルモ其ノ報告ノ作成後三月内ニ解決セラレサルモノハ締約國ノ一方ニ依リ他方ニ對シ爲サルル請求ニ基キ特別取極ノ方法ニ依ル合意ヲ以テ常設國際司法裁判所又ハ仲裁裁判所ニ付託セラレヘシ常設國際司法裁判所ハ其ノ規程ニ依リ定メラルル條件及手續ニ從ヒ

裁判スヘク又仲裁裁判所ハ國際紛争ノ平和的處理ニ關スル千九百七年十月十八日ノ「ヘーグ」條約ニ依リ定メラルル條件及手續ニ從ヒ裁判スヘシ特別取極ハ締約國政府間ニ於ケル文書ノ交換ニ依リ設定セララルルモノトス締約國ノ一方ニ依リ他方ニ對シ爲サルル常設國際司法裁判所又ハ仲裁裁判所ニ紛争ヲ付託スルノ提議ノトキヨリ三月ノ期間内ニ管轄裁判所ノ選擇ニ關シ締約國間ニ意見一致セザルトキハ紛争ハ前項ニ定メラルル手續ニ從ヒ右司法裁判所ニ付託セラレヘク該裁判所ハ其ノ規程ニ依リ定メラルル條件及手續ニ從ヒ裁判スヘシ紛争ハ締約國カ之ヲ仲裁裁判所ニ付託スルコトニ意見一致シタルモ次條ノ規程ニ依ル右裁判所ノ設置カ同條第二項ニ掲ケラルル請求ノトキヨリ五月内ニ爲サレザリシトキハ同一ノ手續ニ從ヒ均シク常設國際司法裁判所ニ付託セラレヘシ

第四條

締約國カ紛争ヲ仲裁裁判所ニ付託スルコトニ意見一致シタルトキハ右裁判所ハ別段ノ了解ナキ限リ五名ノ裁判官ヲ以テ構成セラレ且次ノ方法ニ依リ設置セラレヘシ即チ締約國ハ其ノ國民中ヨリ選定セラレ得ヘキ一名ノ仲裁裁判官ヲ各任命スヘク又裁判長及他ノ二名ノ仲裁裁判官ハ第三國ノ國民中ヨリ合意ニ依リ選定セラレヘシ右三名ノ仲裁裁判官ハ各異リタル國籍ヲ有スヘシ

九五

締約國ノ一方ニ依リ他方ニ對シ爲サルル仲裁裁判所ヲ共同シテ設置スルコトノ請求ノトキヨリ三月ノ期間内ニ仲裁裁判所ノ裁判官ノ任命カ行ハレサルトキハ必要ナル任命ヲ爲スノ手配ハ締約國カ合意ヲ以テ選定スル第三國ニ委嘱セラレヘシ  
右ニ關シ合意成立セサルトキハ各締約國ハ異リタル一國ヲ指定スヘク又任命ハ斯ク選定セラレタル國ニ依リ協同シテ爲サルヘシ

九六

#### 第五條

死亡、辭任又ハ他ノ何等カノ故障ニ依リ仲裁裁判所ニ生スルコトアルヘキ關員ハ任命ニ關シ第四條ニ定メラルル方法ニ從ヒ最短期間内ニ補充セラレヘシ

#### 第六條

第四條ニ掲ケラルル仲裁裁判ハ第七條、第八條及第九條ノ規定ニ依リ規律セラレヘシ

#### 第七條

締約國ハ紛争ノ目的及準據手續ヲ決定スル特別取極ヲ作成スヘシ  
特別取極ニ於テ充分ナル指示又ハ明示ナキトキハ仲裁手續ハ國際紛争ノ平和的處理ニ關スル千九百七年十月十八日ノ「ヘーグ」條約ノ規定ニ依リ處理セラレヘシ

#### 第八條

仲裁裁判官ニ依リ適用セララルヘキ實體法規ニ關シ別段ノ了解ナキトキハ仲裁裁判所ハ左記ニ基キ其ノ決定ヲ爲スヘシ

- 一 兩締約國間ニ實施中ノ一般又ハ特別ノ條約及之ニ由來スル法の規則
- 二 法トシテ承認セラレタル一般の慣行ノ表現ト認メララル國際的慣習
- 三 文明國ニ依リ認メラレタル法的一般原則
- 四 法の規則決定ノ補助手段トシテノ最權威アル學說及判例ノ歸結

#### 第九條

仲裁判決ノ再審ノ請求ハ仲裁裁判ノ特別取極ニ反對ノ規定ナキ限り裁判所ニ依リ定メラルヘキ期間内ニ國際紛争ノ平和的處理ニ關スル千九百七年十月十八日ノ「ヘーグ」條約第八十三條第二項及第三項ノ規定ニ從ヒ受理セラレヘシ

#### 第十條

紛争ニシテ其ノ目的カ締約國ノ一方ノ國內法制ニ依レハ該締約國ノ內國裁判所ノ管轄ニ屬スルモノニ付テハ該紛争ハ既判力ヲ有シ且相當ノ期間内ニ權限アル內國裁判官憲ニ依リ言渡サレタル判

九七

決ノ後ニ非ザレハ本條約ニ依リ定メラルル手續ニ付託セララルコトヲ得ス

九八

第十一條

本條約ニ依リ定メラルル常設調停委員會ハ次ノ方法ニ依リ指名セララルヘキ五名ノ委員ヲ以テ構成セララルヘシ即チ締約國ハ各自ノ國民中ヨリ一名ノ委員ヲ各任命スヘク且第三國ノ國民中ヨリ他ノ三名ノ委員ヲ合意ニ依リ指名スヘシ右三名ノ委員ハ各異リタル國籍ヲ有スヘク且其ノ中ヨリ締約國ハ委員會ノ議長ヲ指名スヘシ

委員ノ任期ハ本條約ノ實施ノ日ヨリ五年トシ其ノ委任ハ更新セララルコトヲ得右委員ハ其ノ更任ニ至ル迄又一切ノ場合ニ於テ其ノ委任ノ滿期ノ際ニ進行中ナル事業ノ完了ニ至ル迄職務ニ留ルヘシ

死亡、辭任又ハ永久的若ハ一時的ノ故障ニ因リ生スルコトアルヘキ關員ハ任命ニ付定メラレタル方法ニ從ヒ成ルヘク速ニ且三月ヲ超ユサル期間内ニ補充セララルヘシ斯ク指名セラレタル者ノ任期ハ其ノ前任者ノ未了委任期間ノミタルヘシ

第十二條

常設調停委員會ハ本條約ノ批准書ノ交換後成ルヘク速ニ設置セララルヘシ

共同シテ指名セララルヘキ委員ノ任命カ條約ノ批准書ノ交換後六月内ニ行ハレサルカ又ハ補闕ノ場合ニ於テ關員ノ生シタルトキヨリ三月内ニ行ハサルトキハ常設國際司法裁判所長ハ別段ノ了解ナキ限り兩締約國ニ依リ共同シテ又ハ其ノ一方ニ依リ必要ナル指名ヲ爲スコトヲ求メララルヘシ裁判所長ニ故障アルカ又ハ裁判所長カ締約國ノ一方ノ國民ナルトキハ裁判所次長ハ右指名ヲ爲スコトヲ求メララルヘシ裁判所次長ニ故障アルカ又ハ裁判所次長カ締約國ノ一方ノ國民ナルトキハ裁判所ノ名簿ノ順位ニ依リ他ノ裁判官中ノ首席タル者ニシテ何レノ締約國ノ國民ニモ非サルモノカ右指名ヲ爲スコトヲ求メララルヘシ

第十三條

常設調停委員會ハ議長ニ宛テラルル請求ノ方法ニ依リ事件ノ付託ヲ受クヘシ

請求ニハ紛争ノ目的ヲ簡單ニ敘述シタル後調停ニ達スルニ適當ナル一切ノ措置ヲ執ルヘキ旨ノ委員會ニ對スル要請ヲ包含セシムヘシ

請求カ締約國ノ一方ノミヨリ提出セララルトキハ該請求ハ右締約國ニ依リ相手方締約國ニ遲滞ナク通告セララルヘシ

第十四條

九九

常設調停委員會ハ係争問題ヲ明ニシ、之カ爲審査又ハ他ノ方法ニ依リ一切ノ有用ナル情報ヲ蒐集シ且締約國ヲ調停スルニ努ムルコトヲ任務トスヘシ右委員會ハ事件ノ審理ノ後其ノ適當ト認ムル和解ノ條件ヲ締約國ニ呈示シ且必要アルトキハ締約國ニ其ノ意見ヲ開陳スル爲ノ猶豫ヲ與フルコトヲ得

100

委員會ハ其ノ事業ノ終了ニ當リ該事業ノ結果ヲ記載セル報告書ヲ作成スヘク、該報告書ハ一通ツ各締約國ニ交付セララルヘシ報告書ニハ委員會ノ決定カ全會一致ニ依リ爲サレタリヤ又ハ過半数ニ依リ爲サレタリヤハ之ヲ記載セラルヘシ

締約國ハ委員會ノ採用セル事實上、法律上其ノ他ノ判斷ニ何等羈束セララルコトナカルヘシ委員會ノ事業ハ委員會カ紛争ノ付託ヲ受ケタル日より遅クトモ二月内ニ開始セララルヘシ締約國カ別段ノ協定ヲ爲ササルカ又ハ委員會カ期間ヲ延長スルコトヲ必要ト認メサル限り右事業ハ委員會カ開始ヲ宣シタル日より六月ノ期間内ニ終了セララルヘシ委員會ハ六月ノ期間ヲ超エテ其ノ事業ヲ繼續スルコトヲ必要ト認ムルトキハ其ノ理由ヲ兩締約國ニ通報スヘシ

#### 第十五條

常設調停委員會ハ反對ノ特別規定ナキ限り自ラ其ノ手續ヲ決定スヘク右手續ハ何レノ場合ニ於テ

モ對審的タルヘシ審査ニ關シテハ委員會ハ其ノ全會一致ヲ以テ別段ノ決定ヲ爲ササルトキハ國際紛争ノ平和的處理ニ關スル千九百七年十月十八日ノ「ヘーグ」條約第三章(國際審査委員會)ノ規定ニ從フヘシ

#### 第十六條

議長ハ常設調停委員會カ紛争ノ付託ヲ受ケタル後成ルヘク速ニ該委員會ヲ招集スヘシ委員會ハ締約國間ニ反對ノ合意ナキ限り其ノ議長ニ依リ指定セララルル地及日ニ會合スヘシ

#### 第十七條

常設調停委員會ノ事業ハ委員會カ締約國ノ同意ヲ得テ爲ス決定ニ基クノ外公開セララルコトナシ締約國ハ豫メ協議ヲ爲スニ非サレハ委員會ノ事業ヲ公表セサルコトヲ約ス

#### 第十八條

締約國ハ締約國ト常設調停委員會トノ間ノ仲介者タルノ任務ヲ有スル代理人ニ依リ該委員會ニ代表セララルヘシ尚締約國ハ其ノ特ニ任命スル補佐人及専門家ノ援助ヲ受クルコト竝ニ何人タルヲ問ハス其ノ證言カ締約國ニ有用ナリト認メラル者ノ訊問ヲ請求スルコトヲ得委員會モ亦兩締約國ノ代理人、輔佐人及専門家ニ對シ竝ニ委員會カ何人タルヲ問ハス其ノ本國政府ノ同意ヲ得テ之ヲ

101



出頭セシムルコトヲ有用ト認ムヘキモノニ對シ口頭説明ヲ請求スルノ權能ヲ有スヘシ

第十九條

常設調停委員會ノ決定ハ本條約ニ反對ノ規定ナキ限り表決ノ過半数ニ依リ爲サルヘシ  
委員會ハ一切ノ委員カ正當ニ召集セラレ且少クトモ共同シテ選任セラレタル一切ノ委員カ出席スルニ非サレハ紛争ノ實體ニ關スル決定ヲ爲スコトヲ得ス

第二十條

締約國ハ常設調停委員會ノ事業ヲ容易ナラシメ殊ニ自國ノ權限アル官憲ノ援助ヲ委員會ニ對シ保障シ、有用ナル書類及情報ヲ能フ限り多ク委員會ニ供給シ且委員會ヲシテ證人又ハ鑑定人ノ召喚及訊問並ニ臨檢ヲ自國ノ領域内ニ於テ爲スコトヲ得シムル爲ニ必要ナル措置ヲ執ルコトヲ約ス

第二十一條

常設調停委員會ノ事業ノ繼續中ハ各委員ハ締約國間ノ合意ニ依リ決定セラルル額ノ手當ヲ受クヘク締約國各之ヲ均等ニ分擔スヘシ委員會ノ活動ニ依リ生シタル全般ノ費用ハ半額ツツ割當テラルヘシ

第二十二條

仲裁裁判所又ハ常設國際司法裁判所ノ決定ハ締約國ニ依リ誠實ニ執行セラルヘシ  
締約國ハ常設調停委員會、仲裁裁判所又ハ常設國際司法裁判所ノ手續ノ繼續中ハ常設調停委員會ノ提案ノ受諾ニ對シ又ハ仲裁裁判所若ハ常設國際司法裁判所ノ決定ノ執行ニ對シ不利ナル影響ヲ與フルコトアルヘキ何等ノ措置ヲモ執ラサルコトヲ約ス仲裁裁判所ハ締約國カ行政的手段ニ依リ執リ得ルモノナル限り締約國ノ一方ノ請求ニ依リ假措置ヲ命スルコトヲ得常設調停委員會モ同一ノ目的ヲ以テ提案ヲ爲スコトヲ得常設國際司法裁判所ニ關シテハ其ノ規程カ適用セラルヘシ

第二十三條

本條約ノ解釋ニ關シ何等カノ紛争カ締約國間ニ生スルニ至リタルトキハ右紛争ハ第三條ニ規定セラルル手續ニ從ヒ解決セラルヘシ

第二十四條

本條約ハ批准セラレハシ批准書ハ成ルヘク速ニ「ヘーグ」ニ於テ交換セラルヘシ

第二十五條

本條約ハ批准書交換ノトキヨリ實施セラルヘク且其ノ實施ノトキヨリ五年ノ存續期間ヲ有スヘシ

1011

1011

本條約ハ右期間ノ満了ノ六月前ニ廢棄セラレサルトキハ更ニ五年ノ期間ニ付暗黙ニ更新セラレタルモノト認メラルヘク且爾後モ同様タルヘシ

本條約ノ期間満了ニ當リ本條約ニ依ル何等カノ手續カ常設調停委員會、常設國際司法裁判所又ハ仲裁裁判所ニ繫屬中ナルトキハ右手續ハ其ノ完了ニ至ル迄續行セララルヘシ

右證據トシテ前記全權委員ハ本條約ニ署名調印セリ  
昭和八年四月十九日即チ千九百三十三年四月十九日「ヘーグ」ニ於テ本書ニ通テ作成ス

齋 藤 博 (印)  
ペーラー、ツ、ファン、ブロックラント (印)

署名議定書

日本國和蘭國間司法的解決、仲裁裁判及調停條約ノ署名ヲ爲スニ當リ下名ノ全權委員ハ左記ニ付意見一致ナル旨ヲ宣言セリ

一 前記條約ハ兩國間ニ生スルゴトアルヘキ一切ノ紛争ニシテ第三國ノ利益ニ直接關係スルコトナカルヘキモノニ適用セララルヘシ

二 千九百三十三年三月二十七日ニ豫告セラレタル日本國ノ國際聯盟脫退ノ實現ニ依リ常設國際司法裁判所ニ對スル日本國ノ法律的地位ニ變化ノ生スルコトアルヘキ場合ニハ締約國ハ日本國政府ノ請求ニ依リ前記條約ノ規定ニシテ右裁判所ニ關係アルモノヲ變更スルノ必要アリヤ否ヤヲ審査スル爲商議ヲ開始スヘシ右商議中前記規定ノ適用ハ停止セララルヘシ尤モ日本國政府カ前記請求ヲ爲シタル際ニ常設國際司法裁判所ニ繫屬中ナル手續ハ其ノ完了ニ至ル迄續行セララルヘク又前記條約ノ規定ハ此等ノ場合ニ右裁判所ノ決定ニ引續キ適用セララルヘシ

昭和八年四月十九日即チ千九百三十三年四月十九日「ヘーグ」ニ於テ

齋 藤 博  
ペーラー、ツ、ファン、ブロックラント

第十、日滿經濟共同委員會設置ニ關スル協定

(七月十五日公表)

106

日本國政府及滿洲國政府ハ日本國及滿洲國ノ間ニ現ニ存スル日滿兩國ノ經濟上ノ依存關係ヲ永遠ニ鞏固ナラシムル爲日滿兩國經濟ノ合理的融合ヲ實現センコトヲ希望シタルニ因リ  
兩國政府ハ昭和七年九月十五日即チ大同元年九月十五日調印ノ日本國滿洲國間議定書ノ趣旨ニ據リ日滿兩國相互間ノ重要ナル經濟問題ニ關シテモ日滿兩國ハ充分且緊密ニ共同ノ實ヲ擧クルノ必要ナルヲ認メタルニ因リ

兩國政府ハ日滿經濟共同委員會ヲ設置スルコトニ決シ茲ニ左ノ如ク協定セリ

第一條

滿洲國新京ニ日滿經濟共同委員會ヲ設置ス

第二條

委員會ハ日滿兩國經濟ノ連繫ニ關スル重要事項及日滿合辦特殊會社ノ業務ノ監督ニ關スル重要事項ニ付日滿兩國政府ノ諮問ニ應ジ其ノ意見ヲ兩國政府ニ具申スヘキモノトス

第三條

日滿兩國政府ハ前條ノ事項ニ付テハ豫メ之ヲ委員會ニ諮問シ其ノ意見ヲ俟テ之ヲ處理スヘキモノトス

第四條

委員會ハ必要ニ應ジ日滿兩國經濟ノ合理的融合ニ關スル一切ノ事項ニ付日滿兩國政府ニ建議スルコトヲ得

第五條

委員會ノ組織及運用ニ付テハ本協定附屬書ノ定ムル所ニ依ル

第六條

本協定ハ署名ノ日ヨリ實施セララルヘシ

本協定ノ正文ハ日本文及漢文トシ日本文本文ト漢文本文トノ間ニ解釋ヲ異ニスルトキハ日本文本文ニ依リ之ヲ決ス

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協定ニ署名調印セリ  
昭和十年七月十五日即チ康德二年七月十五日新京ニ於テ本書ニ通テ作成ス

107

日本帝國特命全權大使 南次郎(印)

滿洲帝國外交部大臣 張燕卿(印)

附屬書

- 一 委員會ノ委員ハ八名トシ日滿兩國政府ハ各四名ヲ任命シ相互ニ之ヲ通報スヘシ委員事故アルトキハ其ノ代理者ニ付滿洲國駐劄日本帝國特命全權大使滿洲國國務總理大臣相互協議ノ上之ヲ出席セシムルコトヲ得代理者ハ委員ノ名ニ於テ其ノ職ヲ行フ
- 二 議長ハ委員中ヨリ之ヲ互選ス
- 三 委員會ニ幹事若干名ヲ置ク幹事ハ庶務ヲ整理ス
- 四 幹事ハ隨員中ヨリ日滿兩國政府各同數ヲ任命スルモノトス
- 五 委員會ノ議事ハ過半數ヲ以テ之ヲ決ス可否同數ナルトキハ議長ノ決スル所ニ依ル
- 六 議長ハ委員トシテ議決ニ加ハルコトヲ妨ケス
- 七 委員會ハ日滿兩國政府ノ承認ヲ經テ其ノ議事規則ヲ定ム

(右滿譯文)

關於設置滿日經濟共同委員會協定

茲因滿洲國政府及日本國政府希望爲使滿洲國及日本國間現存之滿日兩國經濟上之依存關係永遠鞏固實現滿日兩國經濟之合理的融合

又因兩國政府認爲依據大同元年九月十五日即昭和七年九月十五日蓋印之滿洲國日本國間議定書之主旨關於滿日兩國互相重要經濟問題亦滿日兩國有收充分且緊密共同之實效之必要

兩國政府決定設置滿日經濟共同委員會茲協定如左

第一條

滿日經濟共同委員會設置於滿洲國新京

第二條

委員會關於滿日兩國經濟之聯繫上重要事項及滿日合辦特殊公司業務之監督上重要事項須應滿日兩國政府諮詢向兩國政府具陳其意見

第三條

滿日兩國政府關於前條事項須預諮詢委員會俟有其意見之具陳後辦理之

第四條

委員會有必要時關於滿日兩國經濟之合理的融合上一切事項得向滿日兩國政府建議

第五條

關於委員會之組織及其運用依照本協定附屬書所定辦理

第六條

本協定自簽字之日起實施之

本協定以漢文及日本文為正文漢文原文與日本文原文之間遇有解釋不同之處應以日本文原文為準

為此記名兩員各奉本國政府之正當委任將本協定簽字蓋印以昭信守

康德二年七月十五日

昭和十年七月十五日

於新京繕成本協定二份

滿洲帝國外交部大臣 張 燕 卿 (印)

日本帝國特命全權大使 南 次 郎 (印)

附屬書

- 一 委員會委員以八名為定數滿日兩國政府應各任命四名並互相照委員有事故時關於其代理人得經滿洲國國務總理大臣及駐劄滿洲國日本帝國特命全權大使互相協議後派代理人參加該代理人以委員之名義行其職務
- 此外滿日兩國政府有必要時得經協議後各任命同數之臨時委員
- 二 議長由委員互選之
- 三 委員會設幹事若干名幹事整理庶務
- 幹事由滿日兩國政府於隨員中各任命同數
- 四 委員會議事以過半數決之可否同數時由議長決之
- 議長不妨以委員資格加入議決
- 五 委員會經滿日兩國政府承認其議事規則

(Unofficial translation)

AGREEMENT FOR THE ESTABLISHMENT OF THE JAPAN-MANCHOUKURO  
JOINT ECONOMIC COMMISSION.

Whereas the Governments of Japan and Manchoukuro entertain a desire to realize the rational co-ordination of the economics of the two countries with the purpose of permanently consolidating the relationship of economic interdependence now existing between Japan and Manchoukuro; and

Whereas the two Governments have recognized the need of achieving a full and close co-operation, among other matters, in important economic questions affecting the two countries in accordance with the principles of the Protocol of Japan and Manchoukuro signed on the Fifteenth day of the Ninth month of the Seventh year of Showa, corresponding to the Fifteenth day of the Ninth month of the First year of Tatumg;

Now the two Governments, having resolved to establish a Japan-Manchoukuro Joint Economic Commission, have agreed as follows:—

Article 1.

A Japan-Manchoukuro Joint Economic Commission shall be established at Hsinking in Manchoukuro.

Article 2.

The Commission may be consulted by the Governments of Japan and Manchoukuro as to important matters regarding the inter-relation of the economics of the two countries as well as important matters regarding the supervision of the management of special companies set up as Japanese-Manchoukuro joint enterprises and shall then submit its views thereon to the two Governments.

Article 3.

The Governments of Japan and Manchoukuro shall take no measures regarding such matters as are specified in the preceding Article unless they have previously consulted the Commission regarding them and have obtained its views thereon.

Article 4.

The Commission may, when necessary, make recommendations to the Govern-

ments of Japan and Manchoukuo in regard to all matters pertaining to the rational co-ordination of the economics of the two countries.

114

Article 5.

The organization and operation of the Commission shall be regulated by the Annex to the present Agreement.

Article 6.

The present Agreement shall be put into effect on the day of its signature.

The present Agreement has been drawn up in the Japanese and the Chinese languages, and should any difference arise in regard to interpretation between the Japanese and the Chinese texts, the Japanese text shall prevail.

In witness whereof the undersigned, duly authorized by their respective Governments, have signed the present Agreement and have affixed their seals thereto.

Done at Hsinking, this Fifteenth day of the Seventh month of the Tenth year of Showa, corresponding to the Fifteenth day of the Seventh month of the Second year of Kangle.

(L. S.) JIRO MINAMI,

Ambassador Extraordinary and Plenipotentiary  
of His Majesty the Emperor of Japan.

(L. S.) CHANG YEN-CHING,

Minister for Foreign Affairs of Manchoukuo.

ANNEX.

1. The Commission shall be composed of eight Members, of whom the Governments of Japan and Manchoukuo shall each appoint four and shall respectively inform the other Government of their appointments. In the event of any Member being prevented from attending any meeting of the Commission on account of unavoidable circumstances, the Japanese Ambassador to Manchoukuo and the Prime Minister of Manchoukuo shall consult each other in the nomination of a deputy and the said deputy shall attend the meeting. The said deputy shall act in the name of the absent Member.

Besides the Members mentioned in the preceding Paragraph, the Governments

115

of Japan and Manchoukuo, when necessary, may, upon consultation, each appoint an equal number of Temporary Members.

2. The President shall be elected by the Members of the Commission from among their number.

3. There shall be a certain number of Secretaries of the Commission. They shall deal with the secretarial affairs of the Commission.

The Governments of Japan and Manchoukuo shall each appoint an equal number of Secretaries from among those attached to the Members of the Commission.

4. The proceedings of the Commission shall be decided by a majority vote. In the event of an equality of votes, the President shall decide.

The President shall not be prevented from voting as a Member of the Commission.

5. The Commission shall adopt its own Rules of Procedure subject to the approval of the Governments of Japan and Manchoukuo.

### 第十一、日滿經濟共同委員會設置協定ニ關スル外務當局談

(七月十五日)

帝國ノ滿洲國ニ對スル國策ノ基調トスル所ハ、曩ニ昭和八年三月煥發セラレタル國際聯盟脫退ニ關スル御詔書ノ御趣旨ヲ體シ又昭和七年九月調印ノ日滿議定書ノ趣旨ニ則リ滿洲國ノ獨立ヲ尊重シ其ノ健全ナル發達ヲ促進スルト共ニ帝國トノ不可分依存ノ關係ヲ伸張スルニ在ルノテアルコトハ今更言フヲ俟タナイノテアルカ、今般日滿兩國政府ニ於テハ兩國間ニ現ニ存スル經濟上ノ依存關係ヲ永遠ニ鞏固ナラシムル爲兩國經濟ノ合理的融合ヲ實現セムコトヲ希望シ諸外國ニ於ケル先例等モ考慮シ又日滿兩國間特殊緊密ノ關係ニ稽ヘ種々研究ノ結果茲ニ日滿間ノ重要經濟問題ニ關シ兩國政府ノ諮問ニ應スル機關トシテ日滿經濟共同委員會ヲ設置スルコトニ付兩國政府ノ意見完全ニ合致シ本日右ニ關スル協定ノ調印ヲ見ルニ至ツタコトハ誠ニ慶賀ノ至リテアル。

今後本委員會ノ運用ニ依ツテ日滿兩國ノ經濟上ノ依存關係ヲ益々鞏固ナラシメ以テ東亞ノ安寧福祉ニ貢獻センコトハ帝國政府ノ希望シテ已マサル所テアル。



(Translation)

THE FOREIGN OFFICE SPOKESMAN MADE THE FOLLOWING STATEMENT  
ON JULY 15, 1935, IN REFERENCE TO THE AGREEMENT CONCERNING  
THE ESTABLISHMENT OF THE JAPAN MANCHOUKHO JOINT ECONOMIC  
COMMISSION.

It is needless at this time to reiterate that the keynote of Japan's policy toward Manchoukuo is the acceleration of wholesome progress of Manchoukuo as an independent state and the promotion of the inseparable and interdependent relationship between the two nations, in accordance with the august desire of His Majesty as proclaimed in the Imperial Rescript which was issued in March, 1933, upon our secession from the League of Nations and the basic spirit of the Protocol concluded between Japan and Manchoukuo in September of 1932.

Accordingly with a desire to realize the rational coordination of the economics of the two countries with the purpose of permanently consolidating the relationship of economic interdependence now existing between Japan and Manchoukuo, and in

consideration of the intimate and unique relations between them and also the precedents in practice among other Powers, the Governments of Japan and Manchoukuo have made a careful study of these pertinent matters, as a result of which they have reached an agreement of views regarding the establishment of a Joint Economic Commission of Japan and Manchoukuo as an advisory organ of the two Governments on important economic problems affecting the two nations. It is to be congratulated, therefore, that the Agreement concerning the Japan Manchoukuo Joint Economic Commission has been signed today.

It is the sincere desire of the Japanese Government that, through the operation of the said Commission, the relationship of economic interdependence between Japan and Manchoukuo will be further strengthened, contributing thereby toward the peace and prosperity of East Asia.

## 第十二、通商擁護法發動ニ關スル當局談

(七月二十日)

一一〇

一、  
現下世界ノ各國ハ凡ユル手段ヲ以テ貿易ノ制限方法ヲ講シテ居ルニ拘ラス、日本ハ自由通商ノ主義ヲ堅持シ、對外貿易ノ障害トナル手段ノ實施ヲ避ケルト同時ニ關係諸國ニ對シテハ友好的交渉ニ依テ反省ヲ求メ、以テ國際通商ヲ軌道ニ復セシメ、人類ノ幸福増進ニ寄與セントシテ居ルコトハ今更説明ヲ必要トシナイテアラウ。  
今次ノ勅令ニ依ル措置ハ右ノ様ナ帝國政府ノ公正寛大ナル政策ニ依テ本邦ニ對スル貿易上非常ナル利益ヲ得テ居ルニ拘ラス、本邦品ノ輸入ニ對シテ不當ナ措置ヲ講シ、我方カラ條理ヲ盡シテ交渉スルモ如何シテモ改メナイ國ヲシテ自ら反省セシメントスル目的ニ出テタモノテアル。換言スレハ、右ハ我國ノ根本方針タル自由通商政策擁護ノ爲已ムヲ得ス執ツタ例外的手段テアツテ、我通商政策ノ變更ヲ意味スルモノテハナイ。  
從テ前記勅令中テハ之カ適用ヲ受クヘキ國ノ條件ヲ極メテ嚴重ニ規定シテ居ル。而シテ現在右ニ

該當スルノハ加奈陀ノミテ、同國ニ對シ通商擁護法ヲ發動スルノ止ムナキニ至ツタノハ遺憾デア  
ル。今茲ニ其ノ所以ヲ明ニシテ置キタイト思フ。

### 二、

加奈陀ハ現行日英通商條約ニ加入シ居ル關係上、日加兩國ハ相互ニ最惠國待遇ヲ許與シナケレハナラナイコトニナツテ居ル。然ルニ加奈陀ハ本邦貨幣ノ低落ヲ理由トシテ、凡テノ本邦品ニ對シテ各種從價稅ヲ賦課スルニ當リ、圓建ニ依ル輸出價格ヲ從來ノ兩國貨幣法定平價(百圓對四十九弗八十五仙)ニ依テ加貨ニ換算シ之ヲ課稅標準トシ、且加奈陀ノ生産品ト「同級同種」ト看做サレル物品ニ付テハ、法定平價ニ依ル換算價格ト現實爲替相場(百圓對約二十九弗)ニ依ル實際價格トノ差額ヲ所謂爲替「ダンピング」稅トシテ賦課シテ居ル。

加奈陀ノ法規ニハ右ノ様ナ課稅價格及爲替「ダンピング」稅ハ加貨ヨリモ五%以上多ク爲替相場ノ下落シタ貨幣ヲ有スル諸國(此ノ條件ニ該當スル國ハ殆ト二十ヶ國モアル)ノ產品ニ適用スル旨規定セラレテ居ルカ、現ニ之カ適用ヲ受ケテ居ルノハ日本外五ヶ國ノ產品ニ限ラレル。而モ日本以外ノ五ヶ國ノ對加貿易ハ微々タルモノテアリ、且爲替「ダンピング」稅ヲ賦課セラルル商品ハ極メテ少數テアルカラ、結局本邦品カ最不利益ナ待遇ヲ受ケテ居ルノテアル。

一一一

又加奈陀政府ハ國內産業保護ノ理由ニヨリ、多數ノ外國品ニ對シ各商品別ニ課税標準價格ヲ一定シ之ヲ一般從價税賦課ノ基礎トシ、且右標準價格ト現實價格トノ差額ヲ特別税トシテ徵收シテ居ルカ、本邦ニ關係アル商品ニ對スル標準價格ハ法外ニ高ク決定サレテ居ル。我營業者ノ調査シタ所ニ依ルト爲替「ダンピング」税又ハ前記特別税ヲ賦課セラレル本邦品ノ加奈陀ニ於ケル諸税込輸入價格ハ、同種加奈陀品ノ工場原價ニ比シ倍額以上ニ達スルモノモ少カラズ、且之ヲ日本ニ於ケル輸出價格ニ比スレハ其ノ三倍乃至六、七倍ニ相當スル趣テアル。之カ爲此ノ種日本品ノ加奈陀輸出ハ減少シタカ、其ノ内ニハ此ノ兩三年間ニ十分ノ一以下ニ激減シタモノモアリ、長年加奈陀ニ在留シテ日加間ノ取引ニ從事シテ居タ邦人商社ヲ取引不能ノ爲最近同國ヲ引上ケテ歸國シタモノモ少クナイ状態テアル。

三、

本邦品ノ對加輸出ハ、昭和五年加奈陀ニ於テ一般關稅ノ引上カ行ハレテ以來漸次困難トナツタカ、殊ニ昭和七年初頭前記ノ爲替「ダンピング」税等カ賦課セラレテカラ非常ナ障礙ニ遭遇シタノテ、帝國政府ハ爾來「オタワ」及東京ニ於テ本邦品ニ對スル不當課税方法ノ是正方ニ就キ交渉ヲ續ケタラアルカ、加奈陀政府ハ毫モ反省スル所カナカッタ。

元來帝國政府ノ希望スル所ハ、必シモ近年久シク我方ニ不利トナツテ居ル日加間ノ貿易ヲ均衡セシメントスルノテハナイ。唯日本カ加奈陀品ノ好顧客テアル事實ニ鑑ミ、衡平ノ見地カラ加奈陀政府ニ於テモ其ノ隣邦タル米國或ハ同シ英帝國ノ一員タル濠洲ノ如ク、友誼的態度ヲ以テ本邦品ノ輸入ニ對シ名實共ニ公正ナル取扱ヲ爲サントヲ要求シテ居ルノテアル。帝國政府ハ又帝國政府ハ英本國政府ト同様爲替「ダンピング」税ヲ以テ最惠國條款違反テアルトノ見解ヲ持シテ居ルカラ、同稅ノ賦課ニハ絕對ニ反對シテ居ルノテアルカ、殊ニ加奈陀政府カ近年本邦品ノ輸出價格カ著シク騰貴シタ事實ヲ全然無視シテ法定平價ヲ基準トスル課税標準及右稅ヲ繼續シ、且多數ノ爲替下落國產品ノ待遇ニ付國別ニ差別ヲ設ケ、更ニ産業保護ニ名ヲ藉リ極メテ高率ナル特別税ヲ課シ本邦品輸入ヲ防壁シテ居ルノハ甚シク不當テアルト言ハネハナラス。依テ帝國政府ハ、現實爲替相場ヲ基礎トスル課税方法ヲ採用シ、爲替「ダンピング」税ノ適用ヲ全廢スルコト、産業保護ノ爲ノ公定課税價格及特別税ノ適用ニ妥當ナル改廢ヲ加ヘルコト、稅關ノ課税振ヲ公正且明確ニスルコト等ヲ希望スルノテアルカ、我方ハ加奈陀側カラノ要求ニ依リ客月初旬右ノ趣旨ノ具體的要望ヲ提示スルト同時ニ、同政府カ右要望ヲ受諾實行スル結果トシテ同國ノ産業保護上支障ヲ來ス惧ノアル商品ニ付テハ、先方ト商議ノ上我方ニ於テ適當措置ヲ執ルコ

トニ咨カテナイト云フ誠意ヲモ披瀝シタノテアル。之ニ對シテ我方カラ數次ノ督促ノ結果漸ク  
本月十日附ノ回答ヲ得タノテアルカ、加奈陀政府ノ意嚮ハ我方ノ根本的要求ヲ去ルコト遙ニ遠ク  
又實際問題トシテモ右回答程度ノ讓歩ヲハ依然我方對加輸出ノ困難ヲ除去シ得ナイモノテアルコ  
トカ明カトナツタ。

二二四

四、

之ヨリ先我國内ニハ、加奈陀ノ如キ措置ヲ此ノ儘放任シテ置クコトハ我方一般通商擁護上ニモ弊  
害カアルカラ、速ニ通商擁護法ノ發動ニ依テ同國政府ヲ反省セシムヘシトノ輿論カ擡頭シタカ、  
本月八日關稅調查委員會モ慎重攻究ノ結果、通商擁護法ニ依テ加奈陀ノ產品ニ附シテ從價五割ノ  
附加稅ヲ賦課スヘキ旨滿場一致決議シタ。他方日加外交交渉ハ前述ノ通到底速急ニ圓滿妥結ニ到  
達スル見込ノ無イコトカ明カニナリ、且通商擁護法發動ノ見込カラ生シタ日加貿易關係ノ不安狀  
態ヲ何時迄モ放置スルコトハ兩國市場ニ益惡影響ヲ及ホス惧カアル爲、遂ニ帝國政府ハ右委員會  
ノ決議ノ趣旨ヨリ成ル勅令ノ公布ヲ奏請スルコトヲ餘儀ナクセラレタノテアル。

要スルニ我方ノ執ラントスル措置ハ、加奈陀側現行措置ノ已ムヲ得サル反映テ、先方ノ採レル措  
置ノ範圍並程度ヲ逸脱セス、又加奈陀國又ハ加奈陀人ニ對スル從來ノ友好的精神ニ於テハ何等淪  
ルトコロハ無イノテアル。帝國政府トシテハ今後モ加奈陀政府ト交渉ヲ續ケテ他迄先方ノ反省ヲ  
求メ、其ノ目的ヲ達シタ場合ハ直ニ今次ノ勅令ヲ撤廢スル用意ヲ有スルノテアル。我々ハ加奈陀  
政府カ善ク日本政府ノ真意ヲ諒得シ速ニ現行措置ヲ是正シ、以テ兩國ノ通商關係ヲ常軌ニ復シ、  
日加國民雙方ノ幸福増進ニ資センコトヲ希望スル。

(Translation)

REGARDING THE INVOCATION OF THE TRADE PROTECTION LAW, THE  
SPOKESMAN OF THE FOREIGN OFFICE, ON JULY 20, 1935,  
STATED AS FOLLOWS:

1.

It is no longer necessary to explain that Japan, despite the fact that all sorts  
of methods are being practised by all other countries for the restriction of interna-  
tional trade, adheres firmly to the principle of free trade, avoiding measures likely  
to obstruct international trade, and at the same time striving to contribute toward

一一四

the promotion of human happiness by persuading the Powers concerned to reconsider their policies with a view to restoring international commerce to its normal condition.

The measures provided by the present Imperial Ordinance are intended to induce reflection on the part of a country which, notwithstanding the great profit it is deriving from the fair and liberal policy of the Japanese Government, is resorting to unjustifiable steps against imports from our country, and is unwilling to amend them in spite of repeated negotiations initiated by our Government until all reasonable means have been exhausted. In other words, in order to protect our fundamental policy of free trade we have been compelled to adopt exceptional measures; they are not to be construed as a change in our trade policy.

Accordingly, the Imperial Ordinance contains strict provisions as to the circumstances under which it is to be applied. We regret that it has become unavoidable to invoke the Trade Protection Law against Canada, which happens to be the only country at present where such circumstances prevail. We wish to make clear our reasons in the following paragraphs.

## 2.

Under the Anglo-Japanese Treaty of Commerce and Navigation by which Canada is bound, Japan and Canada must accord to each other the Most Favoured Nation

Treatment. In spite of this fact, under the pretext of the fall in the exchange value of our currency, Canada has, in the imposition of ad valorem duty on all classes of Japanese goods, been determining the value of Japanese goods, in terms of Canadian currency according to the legal value of exchange (¥100 to \$49.85) and making this the standard value for the imposition of tariffs. Not only so, but Canada has been levying on such Japanese goods as it deems of the same class or kind as those made in Canada, the so-called exchange dumping duty, which is equivalent to the difference between the converted value based on the legal exchange value, and the actual value according to the current exchange quotation (¥100 to about \$29).

While the Canadian laws provide for the application of the said converted value for the assessment of tariffs and of the exchange dumping duty on the products of all countries, about twenty, whose currency has depreciated more than 5 per cent in exchange value as compared with Canadian currency, yet as a matter of fact the products of only five countries besides Japan are affected. Furthermore, as the trade of these five countries with Canada is not only negligible but involves an extremely small amount of goods upon which the exchange dumping duty is levied, it is, in effect, only Japanese commodities that are subjected to gravely disadvantageous treatment.

Moreover, while the Canadian Government is, under the pretext of safeguarding home industry, fixing the standard value of many foreign commodities by category for the assessment of tariffs, and making that value a basis for the levying of general ad valorem duties, and is collecting as a special duty the difference between such fixed standard value and the actual value of the commodities, an inordinately high value has been set upon Japanese goods. According to the investigations of the Japanese industrialists concerned, the import price inclusive of duty and taxes of not a few Japanese commodities in Canada is more than double the factory price of Canadian goods of a similar class or kind. Moreover, this import price is said to be from three times to six or seven times the export price of these goods in Japan. Due to these circumstances, a decline has resulted in the export of these categories of Japanese merchandise, some of them actually decreasing to less than 10 per cent of their value a few years ago. In fact, many Japanese who long resided in Canada and engaged in Japanese-Canadian Trade, have returned to this country, being virtually put out of business.

## 3.

The export of our goods to Canada, which has become increasingly difficult since

the general revision upward of the Canadian tariff in 1930, was even more gravely hampered by the imposition, in the early part of 1932, of the exchange dumping and various other duties aforementioned. The Japanese Government, therefore, have been negotiating both at Tokyo and Ottawa for the rectification of such arbitrary imposition of duties, but the Canadian Government have failed to hold out any hopes as to the rectification of this attitude.

It is not the intention of our Government to ask for the establishment of an equilibrium of trade between Japan and Canada, although the balance has been unfavourable to us during recent years. All we ask is that for the sake of equity and fairness toward Japan, a good customer of Canada's, the Canadian Government should accord a really just treatment to our goods in a friendly spirit, as is the case with the United States of America, its neighbour, and with Australia, which, like Canada, belongs to the British Empire.

The Japanese Government, moreover, sharing the view of the British Government, holds the exchange dumping duty to be an infringement of the Most Favoured Nation Clause, and oppose absolutely its imposition. Especially do we believe it unfair for the Canadian Government to assess duties on the basis of the mint par, in complete disregard of the rise in the export prices of our goods, and to discriminate in the application of the exchange dumping duty against the goods of countries whose currency has depreciated, besides restricting severely the import of our own goods by

levying on them special duties of an inordinately high rate, under the pretext of protecting home industries.

We have, therefore, demanded the imposition of duties based on the actual rate of exchange; the abolition of the exchange dumping duty; proper rectification in the fixing of values for tariff assessment and the application of special duties; together with the just and precise treatment of our merchandise by the Canadian customs officials. It was in compliance with a request from the Canadian Government that we presented these concrete demands at the beginning of last month. Simultaneously, however, we demonstrated a spirit of accommodation by suggesting that we should not be averse to adopting, after mutual consultation, appropriate measures as to certain important commodities of Canada likely to be adversely affected, in consequence of their consent to our requests. After our repeated urging, the Canadian Government at last replied to our representation—on the 10th instant—but their views are found to be still far removed from our basic demands, and it has become quite clear that as a practical proposition the Canadian reply does not remove the embarrassments now imposed on our exports.

For some time past, there has been a steadily growing opinion in the general Japanese public demanding the immediate invocation of the Trade Protection Law in order to make the Canadian Government reconsider the matter, since it is injurious to our trade at large to ignore such measures as at present are adopted by Canada.

At last, on the 8th instant, the Tariff Advisory Committee unanimously approved, after careful deliberation, the imposition of the 50% ad valorem additional duty on Canadian goods by enforcing the Trade Protection Law. As the diplomatic negotiations between the two countries did not seem to produce a speedy and satisfactory settlement and as the perpetuation any longer of the unsettled condition of trade relations, created by the invocation of the Trade Protection Law, is bound to disturb the market of the two countries, the Japanese Government have finally been forced to petition the issuance of the Imperial Ordinance embodying the resolution of the Tariff Advisory Committee.

In short, the step that is being taken by the Japanese Government is an inescapable reaction to the restrictive measures of Canada against our goods and does not exceed the scope and degree of such measures. Of course, our friendly feelings towards Canada and its people will not suffer any change. We shall further continue negotiations with the Canadian Government, requesting a reconsideration, and are even ready to suspend the measures to be put into effect under the present Ordinance when a satisfactory settlement is reached. We most earnestly desire that the Canadian Government will not fail to appreciate fully our views and immediately set about the rectification of their present arbitrary measures in order to restore the trade relations of the two countries, thereby contributing to the enhancement of the happiness of the people of Japan and Canada.

參 考

一、勅令第二百八號

(昭和十年七月二十日)

第一條 昭和九年ニ於テ外國貿易上本邦カ輸入超過ノ關係ニ在リタル國ニシテ本邦ノ産出又ハ製造ニ係ル物品ニ對シ本令施行ノ際輸入税ノ賦課ニ付專斷ナル課税標準價格ヲ用ヒ、且一般ノ輸入税ノ外特別ニ租税ヲ課スルモノノ産出又ハ製造ニ係ル物品ニハ昭和九年法律第四十五號第一條ノ規定ニ依リ本令施行ノ日ヨリ一年間關稅定率法別表輸入税表ニ對スル輸入税ノ外從價五割ノ輸入税ヲ課ス保稅工場ニ於テ該物品ヲ原料トシテ製造シタル物品ニ付亦同シ

前項ノ物品ハ關稅定率法別表輸入税表ニ掲クル物品ニシテ本令ノ別表ニ掲クルモノニ限ル  
第一項ニ規定スル國ハ主務大臣之ヲ告示ス

第二條 關稅定率法別表輸入税表ニ掲クル物品ニシテ本令ノ別表ニ掲クルモノヲ輸入セントスル者ハ輸入申告書ニ製産原地證明書ヲ添附スヘシ但シ郵便物ナルトキ又ハ物品ノ原價百圓ヲ超エナルトキハ此ノ限ニ在ラス前項ノ製産原地證明書ニハ物品ノ記號、番號、品名、箇數、數量

及産出又ハ製造ノ地域ヲ記載シ物品ノ産出地、製造地、仕入地又ハ積出地ノ帝國領事館、帝國領事館ナキトキハ其ノ地ノ稅關其ノ他ノ官廳、公署又ハ商工會議所ノ證明アルヲ要ス但シ條約ニ別段ノ規定アルトキハ其ノ規定ニ從フ

第三條 本令中主務大臣トアルハ朝鮮ニ在リテハ朝鮮總督、臺灣ニ在リテハ臺灣總督トス  
附 則

本令ハ公布ノ日ヨリ之ヲ施行ス  
本令施行ノ際現ニ本邦ニ向ケ輸送ノ途ニ在ル物品若ハ保稅地域ニ藏置中ノ物品又ハ之ヲ原料トシテ保稅工場ニ於テ製造スル物品ニハ本令ヲ適用セス

(別 表)

輸入税表  
番 號 品 名

- 一六 小麥
- 二二 穀粉及澱粉類
- 一 小麥粉

一三三



六 其ノ他ノ内 小麦澱粉

三六一 製紙用バルブ

三六七 包装用紙及燐寸用紙(チツシューバーヲ除ク)

六〇五 機械部分品(別號ニ掲ケサルモノ)

十一 製紙用フェルト(エンドレスノモノ)

六二二 木材

一 單ニ切り、挽キ又ハ割リタルモノ

己 バイン、ファー、シダー其ノ他ノ針葉樹

己ノ二 ヒノキ屬(ホワイトシダー及イエローシダー等)

己ノ三 ネヅコ屬(レッドシダー等)及ツガ屬(ヘムロック等)

己ノ四 モミ屬(トドマツ等)、タウヒ屬(エゾマツ、スプルース等)、マツ屬

(紅松等)及カラマツ屬(落葉松等)

己ノ五 其ノ他(ドグラスファー等)

イ 厚六十ミリメートルヲ超エサルモノ

ロ 厚二百ミリメートルヲ超エサルモノ

ハ 厚二百ミリメートルヲ超エタルモノ

ニ 丸太及割材

ニノ二 長十メートルヲ超エ、末口ノ直径三十センチメートルヲ超エサ

ルモノ

ニノ三 其ノ他

二 其ノ他

戌 其ノ他ノ内 バイン、ファー、シダー其ノ他ノ針葉樹(廣葉杉ヲ除ク)

六四七 別號ニ掲ケサル物品

一 未製品ノ内 鉄素

理由

本邦ノ輸出品ニ對シ極端ナル輸入防遏措置ヲ執ル國アルニ依リ本邦ニ於テモ之ニ對應スル措置ヲ執ルノ必要アルニ由ル

二、大藏省告示第百六十二號

昭和十年勅令第二百八號第一條第三項ノ規定ニ依リ同條第一項ノ規定ニ依ル國左ノ通告示ス

昭和十年七月二十日

カナダ

大藏大臣 高橋 是清

第十三、所謂日滿軍憲ノ「ソ」聯邦國境侵犯ニ關スル  
廣田外務大臣ノ在本邦「ソ」聯邦大使宛回答文

(七月二十日公表)

所謂日滿軍憲ノ「ソグイエト」國境侵犯ニ關スル在本邦「ソグイエト」聯邦大使ノ抗議ニ對シ廣田  
外務大臣ハ七月二十日同大使宛左ノ回答ヲ發シタ

以書翰啓上致候。陳者、七月一日附貴翰ヲ以テ最近ニ於ケル日滿軍憲ノ「ソグイエト」聯邦國境  
侵犯事件ナルモノニ關シ御申越ノ趣聞悉致候。

然ル處、在滿洲國帝國官憲ヲシテ慎重調査セシメタル結果ニ依レハ、貴翰御來示ノ(一)、(二)、(四)及  
五ノ各項ニ付テハ我方ニ於テハ何等之ニ該當スル事實ヲ認メス、又(六)及(七)ノ兩項ニ付テハ我部隊  
ニ於テ越境セシ事實ナク、尙(三)項ニ至ツテハ既ニ我方ヨリ屢次通報濟ノ通密山縣楊木林子南方ニ  
糶、滿「ソ」國境線ノ西北方二百米ノ滿洲國領内巡察中ノ我部隊ニ對シ同領内ニ潛伏セル貴國兵  
ヨリ突如射撃ヲ開始セルニ依リ我方ハ事端ヲ避クル爲射撃停止方ヲ企圖シタルニ不拘、再度射撃  
ヲ受ケタルヲ以テ已ムナク應射シ、不幸ニモ貴國兵一名ヲ射殺スルニ至レルモノニ有之候。即チ  
事件ハ明白ニ貴國兵ノ滿洲國領土侵犯及不法射撃ニ基因シ、其ノ責貴國側ニ在リ、仍テ我方ヨリ

責任者ノ處罰並ニ將來此種不法行爲ノ繰返サレサル様嚴重措置方要求中ノモノニ有之候。

要之、御來示ノ諸件ハ、在滿洲帝國官憲ノ關スル限リ、事實無根ナルカ、又ハ其ノ責貴國側ニ在ルニ拘ラス却テ貴方ニ於テ之ヲ蔽ハントスルモノト見ルノ外ナク、從テ、右ニ對スル「ソヴィエト」聯邦政府ノ抗議ハ何等ノ根據ナキモノニ有之候。

若シ夫レ、御來示ノ砲艦カ「ボヤルコトワ」附近ノ黑龍江水路通過シタル件ニ關シテハ、國境河川タル右水路ヲ此等艦船カ自由ニ航行シ得ル點ニ付何等ノ疑問無之、尙此等艦船ニ依ル同水路ノ航行ハ從來何等ノ支障ナク屢々實行セラレ候。然ルニ之ヲ滿「ソ」國境地方ニ於テ偶然發生シ若クハ發生セリト誤傳セラレタル諸事件ト關聯セシメテ在滿帝國官憲ニ殊更事態ヲ紛糾セシメントスル意圖アルヤニ推論スルニ至テハ、帝國政府ノ到底諒解シ難キ所ニ候。

更ニ又、在哈爾濱一新聞ニ依リ傳ヘラレタル滿洲國船舶ノ「ハバロフスタ」附近黑龍江航行ニ關スル御申出ニ關シテハ、滿洲國側ノ右航行計畫ニ關スル報道ノ真偽ハ兎モ角トシ、黑龍江及烏蘇里河ノ合流點ト「カザケウイチ」水路トノ間ニ在ル三角洲ノ歸屬ニ關スル滿洲國ノ主張ニ付テハ貴方ニ於テ夙ニ御承知ノ通ニシテ、同國側ニ於テ右主張ヲ變更シタリト云フカ如キコトヲ聞カス。從テ、本問題ニ關スル貴方御申出ハ我方ニ於テ首肯シ難キコトヲ指摘スルノ止ムヲ得サルモノニ有之候。

ノニ有之候。

帝國政府ハ滿「ソ」國境方面ニ於ケル平和的秩序ノ維持ニ付重大ナル關心ヲ有スルヲ以テ、在滿洲國帝國官憲ニ對シテハ、國境侵犯等ノコトナキ様嚴命ヲ發シ居ル外、事件發生ノ場合ニモ努メテ現地ニ於テ迅速圓滿ナル解決ヲ計ル様措置シ居ル次第ナル處、貴方ニ於テ我カ在滿官憲ノ行動ニ不當ナル誹謗ヲ加ヘ、而モ之ヲ誇大ニ發表シテ世人ノ耳目ヲ聳動セシメラルカ如キハ、其ノ真意諒解ニ苦ムト共ニ、貴我兩國親善關係ノ爲ニ深ク之ヲ遺憾トスルモノニ候。本大臣ハ茲ニ重テ閣下ニ向テ敬意ヲ表シ候。 敬具。

(參考)

七月一日附在本邦「ソ」聯邦大使館來翰要旨

六月二十七日滿洲國ノ砲艦二隻ハ「ソ」聯邦ノ内河ニ屬シ從ツテ外國ノ船舶ニ對シテ閉鎖サレテ居ル「ボヤルコトワ」村落ニ沿フ「アムール」河ノ「ボヤルコトワ」水路ヲ「ソ」側ノ禁止ノ信號ヲ無視シテ航行シタ。「ソ」側ハ國境侵犯者アル場合モ之ニ發砲スヘカラストノ特別命令ニ從ヒ忍耐自制シテ發砲ヲ差控ヘタカ、本件ハ日「ソ」間ニ紛爭ヲ挑發シテ事態ノ紛糾ヲ來サシ

トスル明白ナル滿洲地方官憲ノ動向ノ結果デアリ、最近滿「ソ」國境ニ於テ日滿地方官憲ノ無責任ナル挑發的行爲ノ件數カ増大シツツアルニ鑑ミ特ニ注目ヲ要スル。最近二ヶ月間ニ行ハレタ日滿地方官憲ノ國境侵犯事件ノうち最特徴的ナルモノヲ列舉スレハ、

二四〇

- 一、五月一日「グロデゴヴォ」。「ボグラニツチナヤ」ノ線ニ近キ第二十二號國境標識方面ニ於テ、國境線ヨリ一軒半ノ「ソ」領内ニ於テ約十名ノ日滿部隊ハ待伏シテ傍ヲ通過セル「ソ」側國境警備隊ノ一部隊ニ一齊射撃ヲ加ヘ二名ヲ射殺シタ。
- 二、五月六日「ルイコフスコエ」村方面ニ於テ國境河川「スイガチヤ」側ノ「ソ」側河岸ニアツタ二名ノ「ソ」聯國境警備兵ハ、滿洲側對岸ヨリ機關銃ノ射撃ヲ受ケタ結果、警備隊員一名ハ射殺サレ一名ハ負傷シタ。
- 三、六月三日「ソ」聯國境警備隊員二名ハ國境線ヨリ一、七〇〇米ノ「ソ」領内ニ於テ、祕カニ「ソ」領内ニ侵入セル二十名ヲ下ラサル日本伏兵ニヨリ射撃ヲ受ケタ爲、右ノ内一名ハ急ラ報スル爲國境警備屯所ニ赴キ、他ノ一名ハ現地ニ居残り監視ヲ續ケタ。數時間後屯所ヨリ現地ニ到着シタ一隊ハ右ノ地點ニ血痕ヲ發見シタ。尙右殘留セル二名ハ射殺サレテ滿洲國領内ニ搬ヒ去ラレタルコト判明シ、又同方向ニ引キ行カレタ馬匹ノ足跡モ殘ツテ居タ。滿洲官憲

竝日本外務省ハ「ソ」側ノ抗議ニ對シテ満足ナル回答ヲ與ヘサルノミナラス、日本軍隊ノ攻撃ハ「ソ」領内ヲ行ハレタルニアラス、「ソ」側警備隊員カ滿洲國內ニ侵入セリト云フカ如キ事實ト反スル議論ヲ提出シタ。

- 四、六月十六日「クニヤトジスコエ」村地先ノ「ウスリー」河ニ於テ航行中ノ滿洲國短艇ヨリ、同河ノ「ソ」側河岸通行中ノ「ソ」側國境警備隊員二名ヲ乗セタ短艇ニ機關銃及小銃ノ射撃ヲ加ヘタ。
- 五、六月十六日夜「アムール」河ノ滿洲國側河岸ヨリ、「ブラゴヴェンチエンスク」市ノ北方二十軒ノ「バビハ」村落ニ向ツテ自動銃ノ射撃ヲ加ヘタ。數分後同地點ニ於テ「アムール」河ヲ航行中ノ「ソ」側短艇ニ、三回ニ亘リ機關銃ノ射撃ヲ加ヘタ。午後九時「バビハ」村落ニ對スル機關銃射撃再開。殆ト右ト同時ニ「アムール」河ノ「ソ」側河岸ヲ通行中ノ「ソ」側國境警備隊ハ機關銃ノ射撃ヲ受ケタ。
- 六、六月二十三日「グロデゴヴォ」。「ボグラニツチナヤ」方面ノ第二十四號國境標識ノ南方四軒ノ地點ニ於テ約四十名ノ日本兵カ「ソ」領内一軒半ノ奥地ニ侵入シタ。
- 七、六月二十六日、四十名ノ日本兵ハ前第六項ニ舉ケタ地點ヨリ「ソ」領内ニ侵入シタ。

二四一

尙哈爾賓發行大北新報六月十九日號ノ報道ニヨレハ、「ハルビン」航政局ハ自己ノ船舶ヲ以テ「ハバロフスク」附近ノ「ソ」領水域ニ沿ヒ「ソ」領三角洲島ノ迂回航行ヲナシムルニ決定シタトアルカ、滿「ソ」國境カ「カザケウイツチ」水道ヲ通過セスシテ「ハバロフスク」附近ノ前揚三角洲島ヲ迂回スルモノナリトスル日滿官憲ノ斷定ハ絶對ニ何等ノ根據ナキモノテアル。

「ソツィエト」政府ハ前述ノ日滿地方官憲ノ國境侵犯ノ事實カ、日「ソ」關係竝極東平和ノ爲ニ重大ナル影響ヲ及ス惧アリト認メテ、日滿地方軍憲ノ右ノ行動ニ對シ斷乎タル抗議ヲ提出シ、尙「ソ」政府ハ「ソ」聯邦ノ水域内ヲ日滿艦船ノ航行スルヲ容認シ得ス。萬一右警告ニモ拘ラス日滿艦船カ「ソ」聯邦ノ水域内ニ進入セント試ミル場合ニハ、其ノ結果ニ對スル責任ハ日滿官憲ニ於テ負フメキモノナルコトヲ通告スル。  
「ソ」政府ハ、國境方面ニ於テ平和的關係ヲ維持セントスル希望ヲ一再ナラス宣明セラレタル日本政府ニ於テ、日滿出先軍憲ノ國境ニ於ケル挑發的行動ヲ防止センカ爲ニ急速且有效ナル方策ヲ講セラレンコトヲ期待スル。

(Translation)

Tokyo, July 20th, 1935.

Monsieur l'Ambassadeur,

I have the honour to acknowledge the receipt of Your Excellency's Note dated July 1st, 1935, concerning the recent cases of alleged violation of the Soviet frontier by Japanese and Manchoukuo armed units.

I beg to state in reply that, according to the results of careful investigations made by the Japanese authorities in Manchoukuo, no such facts are discernible to the Japanese side as might correspond to any of the cases enumerated in Your Excellency's Note under heads (1), (2), (4) and (5). With regard to the allegations made under heads (6) and (7) all that need be said is that no Japanese armed units ever crossed the frontier. The case stated under head (3) forms the subject of repeated representations made by Japan to the Soviet Union. As already pointed out therein, a Japanese party was patrolling at a point within Manchoukuo territory, two kilometres south of Yang-Mu-Lin-Tsu, Mi-Shan Hsien, and 200 metres north-west of the Manchoukuo-Soviet frontier, when Soviet troops, in hiding within Manchoukuo territory, suddenly opened fire upon the Japanese. In order to avoid trouble, the

Japanese attempted to induce the assailants to cease fire, but, having again been fired upon, they were compelled to reply to the fire, a Soviet soldier being unfortunately killed. In these circumstances, the incident is manifestly attributable to the violation of the Manchoukuo frontier by Soviet troops and to their wanton firing upon the Japanese. It is, therefore, the Soviet Union which should assume the responsibility for the matter, and it is on this ground that the Japanese side has been requesting the Soviet authorities to punish the persons responsible for the incident and to take stringent measures to provide against the repetition in future of any similar unwarrantable act by Soviet troops.

It may, in short, be observed that the allegations contained in Your Excellency's Note, in so far as the Japanese authorities in Manchoukuo are concerned, are either unfounded on fact or can only be regarded as an attempt at disguising the issue where the responsibility really lies on the Soviet side. There is, indeed, no ground whatever for the protests in this regard of the Soviet Government.

With reference to the passage of gunboats through the waterway of the Amur near Porarkova, mentioned in Your Excellency's Note, it must be stated that there can be no doubt whatever as to the point that similar vessels are free to pass through that waterway which is nothing more nor less than a frontier stream. As a matter

of fact, it must be known on your side that such vessels have hitherto often sailed the waterway in question, without let or hindrance. The Japanese Government find themselves unable to understand why the Soviet Government, associating this question with incidents which happened, or which were misrepresented as having happened, on the Manchoukuo-Soviet frontier, go so far as to indulge in such an assumption as if the Japanese authorities in Manchoukuo were inclined deliberately to complicate the situation.

Further, as regards Your Excellency's representations concerning the question of navigation of Manchoukuo vessels on the Amur near Habarovsk, reported by a newspaper in Harbin, it may be said, apart from the question as to whether the report regarding the plans of Manchoukuo in this respect is true, that you must have long been aware of her assertions concerning the possession of the deltas lying between the confluence of the Amur and the Ussuri and the waterway of Kazakevitch, and that to this day nothing is known to indicate that she has in any way altered her stand thereon. Such being the case, I am constrained to state that your representations on the present matter are inconceivable to the Japanese side.

The Japanese Government, being vitally interested, as they are, in the preservation of peace and order along the Manchoukuo-Soviet frontier, maintain strict instruc-

tions to the Japanese authorities in Manchoukuo, directing them to ensure that no violation of the frontier or any similar untoward incident should happen, and, should any trouble unfortunately occur, it is the practice of the Japanese Government to see to it that endeavours are made on the spot to effect speedy and amicable settlements. Accordingly, the Japanese Government find it difficult to comprehend the real motive of the Soviet Government in directing unwarranted abuse against the acts of the Japanese authorities in Manchoukuo, and, moreover, in apparently seeking to attract wide public attention by giving sensational publicity to exaggerated misinformation in this connection; and, in the interest of friendly relations between Japan and the Soviet Union, the Japanese Government deeply regret that attitude of the Soviet Government.  
I avail myself, etc.

一四六

#### 第十四、外國旅券規則及之カ關係規程ノ改正ニ就テ

(七月二十二日)

從來ノ外國旅券規則及之カ關係規程ハ、昭和四年五月ニ制定セラレタモノデアツテ種々ノ點ヨリ觀テ改正ノ必要ヲ生スルニ至ツタノテ、今回(一)外國旅券規則、(二)數次往復旅券ヲ適用スル地ニ關スル外務省告示、(三)外國旅券規則取扱手續及、(四)移民保護法施行細則第一條ノ四者ニ關シ夫々適當ト認メラルル改正ヲ行ヒ、何レモ來ル九月一日ヨリ實施ノコトトナツタ。

右改正ノ内(一)、(二)及(四)ノ三者ニ關シテハ本日ノ官報ヲ以テ夫々公布セラレタカ、(三)ノ點ハ外務省ヨリ各地方長官及關東州廳長官並各在外公館長宛ノ訓令ヲアツテ都合ニ依リ公布ハセラレナイノデアルカ、右ノ諸規則ニ關スル今回ノ改正中主要ノ點トシテハ、(イ)抑モ海外渡航者中移民ハ移民保護法ノ規定ニ依リ、旅券ノ外ニ行政廳ヨリ渡航許可ヲ得ルノ必要カアルノデアルカ、右ノ移民保護法ヲハ勞働ヲ目的トシテ海外ニ渡航スル者ヲ移民トシ、其ノ他ハ之ヲ非移民トスルコトトナツテ居ルカ、從來ノ旅券關係規程ニ於テハ三等船客トシテ渡航スル者ヲ移民トシ、其ノ他ハ之ヲ非移民トスルコトトナツテ居ル爲、移民、非移民ノ區別從テ行政廳ノ渡航許可ノ要否カ移民保護

一四七

法ニ所謂勞働ヲ目的トスルヤ否ヤニ依ル標準ト一致シナイ場合カ少クナイノテ、此ノ點ヲ移民保護法ノ規定ニ合致スル様ニシタコト、(ロ)從來トテモ商用等ノ爲海外ノ同一地方ニ度々渡航スル者ノ便宜ヲ圖ル爲三年間有效ノ旅券(數次往復旅券)ノ制度ヲ存シ、北米合衆國、英領印度、蘭領東印度等我主要貿易國其ノ他カ右旅券ヲ適用スル地域トナツテ居ツタノテアルカ、今回ノ改正ニ依リ右ノ適用地域ヲ擴張シテ中南米諸國其ノ他ニモ及ホスコトシタコト、(ハ)移民非移民ヲ問ハス出願ノ際ニ提出スル身許申告書中、兵役、賞罰及納税ニ關シ從前ハ市區町村長又ハ警察官署ノ認證ヲ必要トシテ居タカ、今回ノ改正ニ依リ警察官署ノ認證ヲ廢止シタコト其ノ他ヲ舉ケ得ルカ、要スルニ今回ノ改正ハ出來得ル丈ケ海外渡航者ノ便宜ヲ圖ルト共ニ、規定上ノ疑義ヲ解キ不備ヲ補フコトヲ眼目トシタ。

一四八

### 第十五、滿洲國ニ於ケル治外法權ノ撤廢及南滿洲鐵道附屬地行政權ノ調整乃至移讓ニ關スル外務當局談

(八月九日)

一、帝國ノ滿洲國ニ對スル國策ノ基調トスル所ハ、曩ニ昭和八年三月煥發セラレタ國際聯盟脫退ニ關スル詔書並昭和七年九月十五日調印ノ日滿議定書等ニ依リテ宣明セラレタ通、滿洲國ヲシテ帝國ト不可分ノ關係ヲ持シツツ獨立國トシテ健全ナル發達ヲ遂ケ、以テ東亞ノ安定ヲ確保シ、大義ヲ宇内ニ顯揚セントスル帝國ノ國策ニ寄與セシムルニ在ルノテアル。

一方滿洲國ニ於テハ建國以來着々トシテ健全ナル發達ヲ進メ、内ハ政治、經濟其ノ他庶政ノ整備充實ヲ圖リツツアルト共ニ、外ハ對外的信用ノ確立ヲ期シツツアル。特ニ治外法權撤廢等ノ準備ノ爲ニ範ヲ日本ニ執リ、司法制度ハ固ヨリ警察課税等ニ關スル各般ノ制度ノ改善充實ヲ期シ、現ニ康德元年度豫算ニ於テハ右目的ノ爲總額八百萬圓餘ヲ計上シテ居ル程テアル。

二、然ルニ帝國カ多年滿洲ニ於テ享有シ來レル治外法權ハ、滿洲國成立前ノ事態ニ於テハ帝國ノ對滿發展ノ重要ナル條件テアツタカ、前記我對滿國策ノ進捗ニ伴ヒ漸次其ノ重要性ヲ失フニ至

一四九



ツタト同時ニ、滿洲國ノ健全ナル發達ヲ遂ケシムル上ニ於テハ勿論、眞ニ日滿兩國民ノ融和ヲ圖リ、滿洲國ニ於ケル我國民ノ全面的發展ヲ可能且確實ナラシメ、進ンテハ日滿兩國善隣不可分ノ關係ヲ永遠ニ強固ナラシムル上ニ於テモ、之カ撤廢ヲ必要トスルニ至ツタノテアル。又南滿洲鐵道附屬地ハ我國運ヲ賭シタル日露戰爭ノ結果獲得シ過去三十年間ニ亘リ拮据經營シ來ルモノテ、帝國ノ對滿發展ノ根源テアツタコトハ今更多言ヲ要セナイ所デアルカ、右附屬地ニ行使セラルル帝國ノ條約上ノ附屬地行政權ハ、滿洲國成立後ノ新事態ニ於テハ前記治外法權撤廢ノ必要ニ準シ調整乃至移讓ヲ必要トスルニ至ツタノテアル。

三、仍テ帝國政府ハ本八月九日閣議ニ於テ治外法權ノ撤廢及南滿洲鐵道附屬地行政權ノ調整乃至移讓ニ關スル左記大綱方針ヲ決定シ、之ニ基キ今後關係官廳ヲシテ具體的方策ヲ攻究セシメ、逐次之カ實行ヲ期スルコトヲ致シタノテアル。

(イ) 滿洲國ニ於ケル帝國ノ治外法權ニ關シテハ、從來ノ條約等ノ精神ニ則リ滿洲國ニ於ケル制度及施設ノ整備ニ對應シ、就中在留帝國臣民ノ生活ニ急激ナル變動ヲ與ヘサルコト、滿洲國ノ全領域ニ於ケル帝國臣民ノ安住發展ヲ一層確保スルコト、及滿洲國ニ對スル帝國ノ國策遂行ヲ圓滑ナラシムルコトニ付特ニ考慮シ漸進的ニ撤廢スルコト。

(ロ) 南滿洲鐵道附屬地其ノモノハ依然我方ニ保有スルコト勿論ナルモ、當該地域ニ行使セラルル帝國ノ行政權ニ關シテハ、前記治外法權撤廢トノ關聯ニ鑑ミ滿洲國ニ於ケル制度及施設ニ對應シ、前項ニ於ケルト同様ノ考慮ノ下ニ治外法權ノ漸進的撤廢ト歩調ヲ合セ、各事項ノ性質ニ應シ調整乃至移讓スルコト。

四、尙茲ニ爲念一言スル次第アルカ、關東州租借權ハ滿鐵附屬地行政權トハ法源、性質、其ノ他ノ關係ニ於テ大イニ趣ヲ異ニスルヲ以テ、滿鐵附屬地行政權ノ調整乃至移讓ヲ爲スモ、右ハ關東州租借權トハ全然關係ナキコト勿論デアル。

(Translation)

REGARDING THE DECISION OF THE CABINET ON THE ABOLITION OF EX-  
 TRATERRITORIALITY IN MANCHOUKUO, THE SPOKESMAN OF THE  
 FOREIGN OFFICE MADE THE FOLLOWING STATEMENT ON AUGUST  
 9, 1935.

1. It was made clear in the Imperial Rescript issued in March, 1933, in con-

nection with our decision to withdraw from the League of Nations, and also in the Japan-Manchoukuo Protocol signed on September 15, 1932, that Japan's policy toward Manchoukuo is based on the principle of enabling that country to make wholesome progress as an independent state, while maintaining an inseparable and interdependent relationship with this country, thus advancing our national policy: to preserve the stability of Eastern Asia and to make known throughout the world our devotion to justice and righteousness.

Now, Manchoukuo has made steady and brilliant progress ever since its establishment. Internally, it has pursued constructive programmes along all lines—political, economic, administrative,—while externally it has striven to win the respect and confidence of the Powers. In the matter of extraterritoriality, Manchoukuo, following Japan's example, has been preparing for its abolition by setting up a judicial system and by effecting reforms in various departments, such as police and taxation. In fact, more than 8,000,000 yen is set aside in the budget of the Empire for the fiscal year 1934 for such purposes.

2. Japan has for many years enjoyed the privileges of extraterritoriality in Manchuria. Prior to the establishment of Manchoukuo, extraterritoriality was essential to the development of Japanese interests there. But extraterritoriality is

gradually losing its importance which diminishes with the progress of the above-mentioned Japan's policy toward Manchoukuo. Indeed, it is now necessary to abolish extraterritoriality in Manchoukuo if we are to afford that Empire free scope for development, establish a closer union and cooperation between our two peoples, make possible the general advancement of Japanese interests in all directions, and, finally, strengthen permanently the inseparable and friendly relations between the two countries. The South Manchuria Railway zone, acquired by us in consequence of a war with Russia on which we staked our national fortunes, has for the past thirty years been under our assiduous administration. It has served as the base of operations for Japanese activities in Manchuria. But it is now deemed necessary to adjust and transfer our administrative rights in that area for reasons involved in the abolition of extraterritoriality, in order to meet the new situation arising from the establishment of Manchoukuo.

3. For these reasons, at the Cabinet meeting of August 9th, the Japanese Government decided on the following general principles concerning the abolition of extraterritoriality and the adjustment and transfer of administrative rights in the South Manchuria Railway zone, according to which the authorities concerned will be instructed to devise concrete measures and to put these gradually into effect.

a.) Concerning extraterritoriality in Manchoukuo, its abolition should be effected in keeping with the spirit of the treaties in force, in gradual stages, and to accord with the degree of completion of the governmental systems and organs of Manchoukuo, but especially with a view to avoid any sudden and violent changes in the life of Japanese communities in Manchoukuo, to insure more securely for Japanese throughout that Empire facilities for residence and safety and free development, and, in particular, to facilitate the smooth operation of Japan's policy toward the Empire.

b.) The South Manchuria Railway zone will, of course, be retained by Japan as heretofore. But the administrative rights exercised by Japan in the zone will be adjusted and transferred, according to circumstances, keeping step with the gradual abolition of extraterritoriality, under similar considerations as above.

4. It should be added that Japan's rights in the leased territory of Kwantung are quite different from those in the South Manchuria Railway zone in their legal origin, their character, and various other respects. Thus it goes without saying that the adjustment and transfer of administrative rights in the South Manchuria Railway zone has no connection with Japan's rights in the Kwantung Leased Territory.

### 第十六、日「カ」通商問題ニ關スル外務當局談

(九月七日)

九月五日「カナダ」總理大臣「ベネット」氏ハ聲明書ヲ發表シテ日「カ」通商懸案問題ニ關シ日本ノ要求ヲ容認スルニ於テハ爲替低落シ、且賃銀低廉ナル日本ノ商品ニ依リ「カナダ」ノ産業及勞働者ノ生活ハ脅威ヲ蒙ルヘキヲ以テ之ヲ放置スルコトヲ得サルノミナラス、「カナダ」市場ニ於テ日本商品ノミニ特惠的地位ヲ與フルコトナルヘク、且又日本側ノ課シタル五割ノ附加税ハ「カナダ」ニ對スル差別待遇ニシテ、明ニ日英通商條約違反テアル。故ニ日本カ此ノ差別待遇ヲ撤スルニ非レハ現行通商條約ノ無效ヲ宣言セサルヲ得ストノ趣旨ヲ述ヘタ。本邦側ニ於テハ、本邦品ノ輸入ニヨリ「カナダ」産業並勞働者ヲ脅威スルノ意思ハ毫モ無イ。想フニ「カナダ」勞働者ト隣接國米國勞働者トノ生活標準ニハ相違アルトハ認メラレナイ。現ニ米國側ニ於テハ本邦品ニ對シ爲替補償税ヲ賦課スルコトナク、僅カニ數種本邦品ノ對米輸出統制ニ依リ兩國通商關係ハ支障ナク發展シテ居ル。

モ不幸ニシテ「カナダ」側ノ容ルル所トナラシヲ以テ、更ニ現地ニ於テ「カナダ」側ノ懸念  
スル事由ヲ検討シ之ヲ調整スル爲、本邦ヨリ専門委員ヲ派シ「カナダ」委員ト協議セシメ  
コトヲ提議シタルモ是亦「カナダ」政府ノ斥クル所トナツタノテアル。

次ニ帝國政府ノ見解ニ依レハ、爲替補償税ハ最惠國待遇違反ナルノミナラス、假ニ一歩ヲ譲リ之  
ヲ認ムルトスルモ該税ハ爲替ノ低落ニ依リ實際上本邦品ニ有利ニ作用シタル程度ニ止ムヘキノモ  
ノテアル。即本邦ノ如ク輸出品製造原料ノ大部分ヲ海外ニ仰キ居ル國柄ニ於テハ、少クトモ原料  
輸入値段ハ爲替ノ低落ニ依リ騰貴スル結果トナルノテアルカラ、爲替低落ニヨリ利益ハ夥シク減  
殺セラルルコトトナル譯テアル。故ニ此等ノ事情ヲモ考慮スレハ日本品ニ對スル課税ニ當リテハ  
本邦品ノ輸出價格ノ値上リヲ基礎トスヘキノテアル。從テ本邦側ニ於テハ「カナダ」ニ對シ公  
定爲替相場ヲ合理的程度ニ引下クヘキ様要求シタノテアル。「カナダ」側ノ云フカ如ク他國ニ比  
シ何等特惠的地位ヲ要望シタノテハ無イ。

次ニ「カナダ」側ハ本邦側ノ五割附加税課徴ヲ以テ「カナダ」ニ對スル差別待遇ト爲スモ、元來  
「カナダ」側ノ本邦品ニ對スル課税ハ何レノ國ノ商品ニ對スルヨリモ著シク過重テアツテ、「カナ  
ダ」コソ日英條約第七條ニ定ムル日本品ニ對スル最低稅率適用ノ義務ニ違反シテ居ルノテアル。

元來本邦側ノ採レル措置ハ右「カナダ」側ノ措置ニ對應センカ爲已ムヲ得サルニ出テタルモノテ  
アルカ、豫テ宣明シタ通「カナダ」側現行措置ノ公正ナル匡正ヲ見ルニ於テハ即時之ヲ撤廢スル  
ノ用意アル次第アル。

我方ニ於テハ日「カ」通商關係ノ圓滿ナル進展ヲ願念スルカ故ニ終始商議ニ依リ現下ノ懸案ヲ解  
決セントスルモノテアルカ、此ノ努力ニ不拘若シ「カナダ」カ條約ノ無效ヲ宣言スルカ如キコト  
アルニ於テハ、日「カ」通商關係ハ今後一層紛糾ヲ見ルコトナルヘク、日本政府トシテハ引續  
キ交渉ヲ繼續シ以テ本件カ圓滿妥決ニ到ランコトヲ切望シテ居ルノテアル。

(Unofficial Translation)

FOREIGN OFFICE STATEMENT CONCERNING THE JAPAN-  
CANADIAN TRADE DISPUTE.

On September 5th the Canadian Prime-Minister Mr. Bennett issued a statement  
to the effect that the Canadian Government cannot accept Japan's requests in relation

to the pending questions of trade between the two countries as such a step will threaten her industry and the standard of living of her workers through the inroad of goods in Japan with depreciated currency and cheap labour, a situation which will be intolerable. It will accord, the statement proceeds to argue, Japan alone a privileged position for her goods in the Canadian markets, while the 50% surtax imposed by Japan on Canadian imports constitutes a clear violation of the Anglo-Japanese treaty of commerce and navigation and the Canadian Government will be compelled to declare the treaty null and void, unless Japan discontinues this discriminatory treatment.

The Japanese Government have no intention whatsoever of jeopardizing the Canadian industry and her workers' livelihood. Presumably, there exists little difference if any in the standard of living of the workers between Canada and her neighbour, the United States. But the latter has not imposed any exchange compensation duty on Japanese goods, and the trade relations of the two countries have been developing smoothly through a measure of control exercised by Japan on a few items of her exports.

In view of the above facts, the Japanese Government proposed to the Canadian Government the institution of a similar measure for the readjustment of their trade

difficulties, but the proposal was rejected. Thereupon, the Japanese Government proposed to despatch technical experts for consultation with Canadian experts and for the investigation on the spot into the matters apprehended by the Canadian Government, but this also was refused by Canada.

The Japanese Government hold the view that the imposition of the exchange dumping duty is not only an infringement of the most-favoured-nation treatment, but even if the duty is assumed to be within the treaty right, its imposition should be limited to the extent to which Japanese goods have been affected favourably by the declined exchange rates. In such countries as Japan which must purchase from abroad the greater part of raw materials for her export merchandise, the benefit accruing from the depreciated currency is largely offset by a corresponding rise in the price of the imported raw materials. Taking these facts into consideration, the rise in the export price of Japanese goods should determine the basis for imposing duties on Japanese goods. Accordingly, the Japanese Government requested the Canadian authorities to reduce the fixed rate of exchange to a more reasonable rate. No request, contrary to the Canadian statement, has been made by Japan to accord her a position more favourable than other countries.

Next, while the Canadian side claims that the imposition by Japan of 50 per cent.

surtax on Canadian goods is a discriminatory treatment, the duties levied on the Japanese merchandise by Canada are considerably heavier than those imposed on any other country's commodities. It is, therefore, Canada who is violating the obligation of the application of the lowest tariff rates to Japanese goods, as stipulated in the Article VII of the Anglo-Japanese Treaty. The step taken by the Japanese Government was rendered necessary to meet the measures previously adopted by the Canadian Government against Japan. Japan is prepared, however, as have been made clear on previous occasions, to rescind the present step immediately, if a just and fair rectification is made by Canada of her present arbitrary measures.

Being desirous of a smooth development of the trade relations between herself and Canada, Japan is trying to settle the present outstanding problems by negotiation. If, in the face of this effort on the part of Japan, Canada should go as far as to declare the treaty null and void as between herself and Japan, the trade relations between the two countries will be still further complicated. In view of these circumstances, it is the earnest hope of the Japanese Government that, by further negotiations, the present issue will be brought to an amicable solution.

### 第十七、日蘭間常設調停委員會成立ニ就テ

(十月三十一日公表)

昭和八年四月十九日海牙ニ於テ調印ヲ見タ日本國及和蘭國間司法的解決、仲裁裁判及調停條約ハ、本年八月十二日海牙ヲ批准交換ヲ了シタカ、同條約第十二條ニ依レハ、條約カ效力ヲ發生シタ後成ルヘク速ニ二名ノ各締約國自國委員及三名ノ第三國委員カラ成ル常設調停委員會ヲ構成スヘキコトトナツテ居リ、右ニ基キ兩國政府ハ右委員會ノ構成ニ付内協議ヲ遂ケテ來タカ、右手續ハ極メテ圓滑ニ進捗ヲ見、日本國側テハ平沼騏一郎男ヲ、又和蘭國側テハ樞密院副議長「ペーラーツ・ファン・ブロックランド」氏(本條約締結當時ノ外相)ヲ夫々自國委員トシテ任命ノ手續ヲ了シ、又他方第三國委員候補者中、議長候補者「マックス・フリーバー」氏(瑞西人、國際赤十字委員會會長、前國際司法裁判所所長)委員候補者タル「ラッセル・フェルナンデス」氏(伯國人、元駐白大使)及「ヨハン・ルードヴィイク・モーヴィンケル」氏(諾威人、前首相前外相)ノ就任方ニ付テハ既ニ非公式ニ承諾ヲ取付ケタノテ、十一月一日ヲ期シテ正式ニ同委員會ノ構成ヲ完了ス

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ル豫定テアル。同委員会ハ日蘭間一切ノ紛争ヲ外交手段テ解決出来ナカッタモノヲ調停手續ニ依  
ツテ解決スル任務ヲ有シテ居ル常設的ノモノテアツテ、日本トシテハ此ノ種ノ委員会ノ最初ノモ  
ノテアル。

（十一月十五日）  
本日は比島聯邦政府大統領就任式舉行セラレ新政府ノ樹立ヲ見タコトハ定ニ慶賀ニ堪ヘナイ。吾々  
ハ新政府ノ健全ニシテ多幸ナル將來ヲ祝福スルト共ニ同政府カ益其ノ基礎ヲ鞏固ナラシメ東亞ノ  
平和ノ増進ニ寄與センコトヲ期待スルモノテアル。  
尙此ノ機會ニ於テ我邦トシテハ其ノ本國ノ正當ナル政府ニ對シテ叛逆的策動ヲ爲ス如何ナル外國  
人ニ對シテモ何等援助ヲ與ヘルコト無キヲ闡明シテ置ク。

### 第十八、比島聯邦政府大統領就任ニ關スル外務當局談

（十一月十五日）

本日は比島聯邦政府大統領就任式舉行セラレ新政府ノ樹立ヲ見タコトハ定ニ慶賀ニ堪ヘナイ。吾々  
ハ新政府ノ健全ニシテ多幸ナル將來ヲ祝福スルト共ニ同政府カ益其ノ基礎ヲ鞏固ナラシメ東亞ノ  
平和ノ増進ニ寄與センコトヲ期待スルモノテアル。  
尙此ノ機會ニ於テ我邦トシテハ其ノ本國ノ正當ナル政府ニ對シテ叛逆的策動ヲ爲ス如何ナル外國  
人ニ對シテモ何等援助ヲ與ヘルコト無キヲ闡明シテ置ク。

(Translation)

ON THE OCCASION OF THE INAUGURATION OF THE PRESIDENT OF THE  
COMMONWEALTH OF THE PHILIPPINES ON NOVEMBER 15, THE  
FOREIGN OFFICE SPOKESMAN STATED AS FOLLOWS:

We heartily congratulate the people of the Philippines on the establishment of

一六四

the Government of the Commonwealth and the inauguration of the President today.

We wish the new Government a happy and prosperous future, and confidently hope that it will contribute to the promotion of the peace in East Asia.

Taking this opportunity we want to make it clear that no support whatever is given by Japan to any foreigner who engages in a rebellious scheme against the legitimate government of his country.

第十九、比島聯邦政府大統領就任式ニ際シ

廣田外務大臣ノ「ケーンソン」新大統領宛祝電

(十一月十五日)

THE FOREIGN MINISTER MR. KOKI HIROTA, HAS SENT THROUGH THE UNITED STATES GOVERNMENT THE FOLLOWING MESSAGE OF CONGRATULATION TO MR. MANUEL L. QUEZON, THE PRESIDENT OF THE PHILIPPINE COMMONWEALTH.

Dr. Manuel L. Quezon,

President of the Government of the Commonwealth of  
Philippines, Manila.

On behalf of the Japanese Government, I wish to express to you my sincere congratulations upon the inauguration of the Government of the Commonwealth of the Philippines. I feel confident that the new Commonwealth will be endowed with the blessings of happy and healthy progress, thus contributing to the enhancement of

一六四



peace and prosperity throughout Eastern Asia.

Koki Hirota,  
Minister for Foreign Affairs,  
Japan.

(右邦譯文)

比島聯邦政府樹立ノ式典ニ當リ日本政府ヲ代表シ閣下ニ對シテ茲ニ余ノ眞摯ナル慶祝ノ意ヲ表ス  
新聯邦ノ前途多幸ニシテ健全ナル發達ヲ遂ケ東亞全般ノ平和ト繁榮トノ増進ニ寄與セムコトハ余  
ノ確信スル所ナリ

比律賓聯邦政府大統領

日本帝國外務大臣 廣田 弘毅

マヌエル・エル・ケイソン 閣下

### 第二十、日本國滿洲國間郵便業務ニ關スル條約

(十二月二十六日公表)

大日本帝國政府及滿洲帝國政府ハ日滿兩國間ニ於ケル郵便關係ヲ改善スル爲左ノ如ク協定セリ

第一條

締約國ハ郵便物、郵便爲替及郵便振替ノ交換ヲ行ヒ且相手國ヨリ委託セララルル内國郵便物ノ遞送  
ヲ爲ス

第二條

締約國ハ自國カ業務ノ連絡ヲ有スル第三國ヨリ發シ又ハ之ニ宛ツル郵便物ノ繼越ヲ爲ス  
締約國ハ相手國ト自國カ業務ノ連絡ヲ有スル第三國トノ間ニ於ケル郵便爲替ノ媒介ヲ爲ス

第三條

本條約ニ於テ郵便物トハ通常郵便物及小包郵便物ヲ、郵便爲替トハ通常爲替、電信爲替及小爲替  
ヲ、郵便振替トハ通常振替及電信振替ヲ謂フ

第四條

郵便物ノ寸尺及重量並ニ郵便爲替及郵便振替ノ金額ノ制限、郵便物郵便爲替及郵便振替ノ特殊取扱ノ種類其ノ他本條約ノ施行ニ關スル事項ハ締約國郵政廳間ノ業務協定ヲ以テ之ヲ定ム

第五條

郵便爲替及郵便振替ノ金額ハ日本國通貨圓及錢ヲ以テ之ヲ表示ス  
滿洲國郵政廳ハ郵便爲替及郵便振替ノ自國通貨ニ依ル受拂ニ付適用スヘキ兩國通貨ノ換算割合ヲ定ム

第六條

郵便物、郵便爲替及郵便振替ニ關スル料金ハ之ヲ徵收スル締約國郵政廳各自國ノ内國制度ニ於ケル類似ノ取扱ニ對スル料金ヲ超過セザル範圍内ニ於テ之ヲ定ム但シ内國制度ニ類似ノ取扱ナキモノニ對スル料金及相手國郵政廳ノ取得分ヲ含ム料金ハ業務協定ヲ以テ之ヲ定ム

第七條

郵便物、郵便爲替及郵便振替ニ關スル料金ハ業務協定ニ別段ノ定アル場合ヲ除クノ外郵便切手其ノ他料金ヲ表示スヘキ證券ヲ以テ之ヲ徵收ス

第八條

締約國郵政廳ハ業務協定ニ別段ノ定アル場合ヲ除クノ外其ノ徵收シタル料金ヲ全部取得ス

第九條

締約國郵政廳ノ事務ニ付郵政廳ノ發受スル郵便物、郵便爲替及郵便振替ハ業務協定ノ定ムル場合ニ限り之ヲ無料トス

第十條

特殊取扱ト爲ササル通常郵便物ニシテ料金未納又ハ不足ノモノニ付テハ名宛人ヨリ其ノ不納額ノ二倍ノ料金ヲ徵收ス名宛人其ノ納付ヲ拒ミタル爲又ハ他ノ事由ニ因リ郵便物ヲ差出人ニ還付スル場合ニハ差出人ヨリ之ヲ徵收ス

第十一條

郵便爲替金及郵便振替拂出金ニ對スル權利ハ之ヲ讓渡スルコトヲ得ス但シ拂渡國郵政廳ニ於テ線引ニ依ル銀行ヘノ讓渡ヲ認ムルトキ及小爲替ニシテ受取人ヲ指定セザルモノナルトキハ此ノ限ニ在ラス

第十二條  
成規ノ手續ヲ經テ郵便物、郵便爲替金又ハ郵便振替拂出金ヲ交付シタルトキハ正當ノ交付又ハ拂  
渡ヲ爲シタルモノト看做ス

第十三條  
締約國郵政廳ハ成規ニ依リ差出シタル郵便物ノ取扱ニ關シ業務協定ノ定ムル場合ニ限り賠償ノ責  
ニ任ス

第十四條  
前項ノ規定ニ依ル賠償ノ金額ハ業務協定ノ定ムル所ニ依ル

第十五條  
締約國郵政廳ハ郵便爲替金拂渡ノ遅延ニ因リ生シタル損害ニ付賠償ノ責ニ任セス  
前條ノ規定ハ郵便振替ノ取扱ノ遅延ニ付之ヲ準用ス

第十六條  
締約國郵政廳ハ業務協定ノ定ムル所ニ依リ相手國ノ郵便切手ト引換ヘラルヘキ返信切手券ヲ發行  
ス

第十七條  
締約國郵政廳已ムヲ得サル事由ニ因リ其ノ業務ヲ一時停止スルトキハ遲滞ナク其ノ旨ヲ相手國郵  
政廳ニ通知スヘシ

第十八條  
本條約ノ正文ハ日本文及漢文トシ日本文本文ト漢文本文トノ間ニ解釋ヲ異ニシタルトキハ日本文  
本文ニ依リ之ヲ決ス

第十九條  
本條約ハ署名ノ日ヨリ起算シ一月ヲ經テ之ヲ實施ス但シ郵便振替業務ニ關シテハ兩締約國郵政廳  
ノ協議ヲ以テ其ノ實施期日ヲ定ム

締約國ハ六月前ニ相手國ニ對シテ爲ス通告ニ依リ本條約ヲ廢棄スルコトヲ得  
本條約ハ兩締約國間ノ郵便業務ニ關スル從來ノ諸取極ニ代ルヘキモノトス  
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條約ニ署名調印ス

昭和十年十二月二十六日即チ康徳二年十二月二十六日新京ニ於テ本書ニ通テ作成ス

滿洲帝國駐劄大日本帝國特命全權大使 南 次 郎 ⑤  
大日本帝國遞信省郵務局長 久 埜 茂 ⑤  
滿洲帝國外交部 大 臣 張 燕 卿 ⑤  
滿洲帝國交通部郵務司長 藤 原 保 明 ⑤

一七二

署名議定書

本日附ノ日本國滿洲國間郵便業務ニ關スル條約ニ署名スルニ當リ兩國代表者ハ暫行的措置トシテ左ノ如ク協定セリ

- 一 南滿洲鐵道附屬地帯日滿兩國郵便施設ニ關シテハ現狀ヲ維持スヘク必要アル場合ニ於ケル其ノ改善ニ付テハ從來ノ慣行ニ依リ之ヲ行フヘキモノトス
- 二 日本國ノ南滿洲鐵道附屬地帯郵便業務ト滿洲國ノ郵便業務トノ間ノ關係ハ前記條約ト同一條件ニ依ルモノトス
- 三 南滿洲鐵道附屬地帯日本國郵便業務ヨリ發シ又ハ之ニ宛ツル郵便物ニ對スル滿洲國通關ノ手

續ニ關シテハ現狀ヲ維持スヘク必要アル場合ニ於ケル其ノ改善ニ付テハ關東遞信官署遞信局ト滿洲國財政部トノ間ニ協定ヲ爲スコトヲ得

昭和十年十二月二十六日即チ康德二年十二月二十六日新京ニ於テ

南 次 郎 ⑤  
久 埜 茂 ⑤  
張 燕 卿 ⑤  
藤 原 保 明 ⑤

一七三

(右滿譯文)

關於滿洲國與日本國間郵政業務之條約

滿洲帝國政府及大日本帝國政府為改善滿日兩國間之郵政關係起見協定如左

第一條

締約國交換郵件郵政匯兌及郵政撥轉賬目且遞送對方國委託之國內郵件

第二條

締約國轉運發自或寄往與自國有郵務聯絡之第三國郵件

締約國居間辦理對方國與自國有郵務聯絡之第三國間之郵政匯兌事務

第三條

本條約稱郵件者謂普通郵件及郵政包裹稱郵政匯兌者謂普通匯兌電信匯兌及小匯兌稱郵政撥轉賬目者謂普通撥轉賬目及電信撥轉賬目

第四條

郵件之尺寸重量郵政匯兌郵政撥轉賬目金額之限制及郵件郵政匯兌郵政撥轉賬目特殊辦理之種類其

一七四

他關於施行本條約之事項以締約國郵政間之業務協定定之

第五條

郵政匯兌及郵政撥轉賬目之金額應用日本國貨圓及錢表示之

滿洲國郵政對於以自國貨幣收支郵政匯兌及郵政撥轉賬目之款項自行規定其應適用之折合兩國貨幣之價率

第六條

關於郵件郵政匯兌及郵政撥轉賬目之資費應於不超過在自己國內郵政制度辦理相似之事務所收資費範圍內由徵收資費之締約國郵政定之但對於在國內制度無辦理相似事務之資費及包含對方國郵政應得部分之資費均以業務協定定之

第七條

關於郵件郵政匯兌及郵政撥轉賬目之資費除業務協定另有規定外用郵票其他應表示資費之票據徵收之

第八條

締約國郵政除業務協定另有規定外取得其所收郵費全數

一七五

第九條

關於締約國郵政事務郵政收發之郵件郵政匯兌及郵政撥轉賬目祇限業務協定有規定者免收郵費

第十條

不為特殊辦理之普通郵件其未付資費或所付資費不足者按照所欠之數向收件人加倍補徵如因收件人拒絕其照付或因其他事由將郵件退還於寄件人時向寄件人徵收之

第十一條

對於郵政匯兌及郵政撥轉賬目付款之權利不得轉讓但付款國郵政准予以書線記號向銀行轉讓時及小匯兌不指定取款人時均不在此限

第十二條

依照規定手續交付郵件郵政匯兌及郵政撥轉賬目之款項時視為有正當之遞交或支付者

第十三條

締約國郵政關於辦理依照規定寄往之郵件祇限業務協定有規定者應負賠償之責  
前項規定賠償金額依照業務協定所定辦理

第十四條

締約國郵政對於因兌付郵政匯款之遲延所生損害不負賠償之責

第十五條

前條規定對於辦理郵政撥轉賬目之遲延亦準用之

第十六條

締約國郵政依照業務協定所定發售可換給對方國郵票之回信郵票券

第十七條

締約國郵政因不得已之事故暫時停辦郵務時應將其情事向對方國郵政立即通知不得遲延

第十八條

本條約以漢文及日本文為正文漢文原文與日本文原文間遇有解釋不同之處應以日本文原文為準

第十九條

本條約自署名之日起算至一箇月後實施之但關於郵政撥轉賬目業務經兩締約國郵政協議定其實施日期

締約國得對於對方國於六箇月以前預行通知廢除本條約  
本條約應替代關於兩締約國間郵政業務之原有各協定

爲此記名各員各奉本國政府之正當委任將本條約署名蓋印以昭信守

一七八

康德二年十二月二十六日

昭和十年十二月二十六日

於新京繕成本書二份

滿洲帝國 外交部 大臣 張 燕 鄉 ①  
滿洲帝國 交通部 郵務司長 藤 原 保 明 ①  
滿洲帝國 駐劄大日本帝國特命全權大使 南 次 郎 ①  
大日本帝國 遞信省 郵務局長 久 野 茂 ①

署名議定書

當本日署名關於滿洲國與日本國間郵政業務之條約兩國代表協定暫行之措置如左

一 關於南滿洲鐵道附屬地內滿日兩國郵政施設仍應維持現狀遇有必要時關於其改善須依照從來之慣行之

二 滿洲國郵政業務與日本國南滿洲鐵道附屬地內郵政業務之關係依照與上開條約同一條件辦理  
三 關於發自或寄往南滿洲鐵道附屬地內日本國郵政業務之郵件滿洲國驗關手續仍應維持現狀遇有必要時關於其改善得滿洲國財政部與關東遞信官署遞信局協定之

康德二年十二月二十六日

昭和十年十二月二十六日

於新京

張 燕 鄉 ①  
藤 原 保 明 ①  
南 次 郎 ①  
久 野 茂 ①

一七九