



TREATY SERIES No. 34 (1925).

LIST

OF

Treaties, &c., between Great Britain and China
(1842-1922), including International Treaties,

AND

Treaties between Great Britain and Foreign
Powers relating to China.

*Presented by the Secretary of State for Foreign Affairs to Parliament
by Command of His Majesty.*

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List of Treaties, &c., between Great Britain and China (1842-1922), including International Treaties, and Treaties between Great Britain and Foreign Powers relating to China.

Mr. Austen Chamberlain to Sir E. Howard (Washington).

Sir,

Foreign Office, March 5, 1925.

WITH reference to Resolution No. 11 of the Washington Conference, 1st February, 1922, which provides for the filing by the Powers concerned (a) of their treaties and other international arrangements with or concerning China, and (b) of the contracts of their nationals with China, I enclose herewith a list of documents as required under category (a).

2. Your Excellency should now take steps to file this list with the secretariat-general of the conference, in accordance with the terms of the resolution, stating at the same time that it is hoped that a corresponding list, as required under category (b), will shortly be forthcoming.

3. The compilation of these lists has involved much labour and research, both at the Foreign Office and at His Majesty's Legation at Peking, and delay has therefore been inevitable. The list enclosed herewith is, to the best of my belief, complete, but, owing to the long period of history which has had to be reviewed and the number of documents relating thereto, it is impossible to give an absolute guarantee that nothing has been omitted.

I am, &c.

AUSTEN CHAMBERLAIN.

Enclosure.

TREATIES, &C., BETWEEN (A) GREAT BRITAIN AND CHINA; OR
(B) BETWEEN GREAT BRITAIN AND FOREIGN POWERS RELATING TO
CHINA.(A.)—*Treaties, &c., between Great Britain and China (1842–1922),
including International Treaties.*

| No. | Date. | Document. | Subject. | Published. |
|-----|-----------------|--|--|--|
| 1 | 1842 Aug. 29 | Treaty (Nan- king) | Peace, friendship and commerce | Hertslet's China Treaties, vol. 1, p. 7. |
| 2 | 1843 June 26 | Declaration .. | Transit dues | Ditto, ditto, p. 12. |
| 3 | July | Regulations .. | British trade at Canton, Amoy, Foochow, Ningpo, Shaughai | Ditto, ditto, p. 13. |
| 4 | 1846 Apr. 4 | Convention (Boca Tigris) | Entrance of British sub- jects into Canton. Eva- cuation of Chusan, &c. | Ditto, ditto, p. 15. |
| 5 | 1847 Apr. 6 | Agreement .. | Entrance of British sub- jects into Canton. Trade at Houan. Erection of churches at trade ports | Ditto, ditto, p. 17. |
| 6 | 1844–1852 | Correspondence | Lease of British conces- sion at Amoy | Annex 1, p. 12. |
| 7 | 1858 June 26 | Treaty (Tien- tsin) | Peace, friendship and commerce | Hertslet's China Treaties, vol. 1, p. 18. |
| 8 | Nov. 8 | Agreement .. | Rules of trade, tariff, &c. | Ditto, ditto, p. 35. |
| 9 | 1860 Oct. 24 | Convention (Peking) | Peace and friendship .. | Ditto, ditto, p. 48 |
| 10 | 1861 Mar. 21 | Lease | British concession at Hankow | Annex 2, p. 17. |
| 11 | " 25 | " | British concession at Kiukiang | Annex 3, p. 19. |
| 12 | Feb. 23 | } " .. { | } British concession at Chinking | Annex 4, p. 21. |
| 13 | Apr. 3 | | | |
| 14 | Aug. | " | British concession at Canton | Annex 6, p. 25. |
| 15 | Sept. 3 | " | British concession at Tien-tsin | Annex 7, p. 26. |
| 16 | 1864 Aug. 22 | International Convention (Geneva)* | Wounded in war .. | State Papers, vol. 55, p. 43. |
| 17 | 1868 May 31 | Rules | Joint investigation, confis- cation and fines by cus- tom-house authorities | Hertslet's China Treaties, vol. 2, p. 655. |
| 18 | Nov. 3 | Regulations .. | Pilotage. General .. | Ditto, ditto, p. 658. |

* China acceded June 29, 1904.

| No. | Date. | Document. | Subject. | Published. |
|-----|-------------------|--|--|--|
| 19 | 1869 Apr. 20 | Rules | Mixed court. Shanghai.. | Hertslet's China Treaties, vol. 2, p. 662 |
| 20 | .. | Regulations .. | Land. Foreign settlement. Shanghai | Annex 8, p. 27. |
| 21 | 1876 Sept. 13 | Agreement (Chefoo) | Settlement of Yunnan case. Official inter- course. Trade | Hertslet's China Treaties, vol. 1, p. 73. |
| 22 | 1878 Mar. 12 | Agreement .. | Foreshore of British con- cession at Amoy | Annex 9, p. 56. |
| 23 | 1860 Dec. 10 | Memorandum.. | Agreement. Personal and official relations. British consular officers and Chinese provincial au- thorities | Hertslet's China Treaties, vol. 1, p. 80. |
| 24 | 1885 July 18 | Additional arti- cle (London) | Chefoo Agreement, 1876. Opium traffic | Ditto, ditto, p. 84. |
| 25 | 1886 July 24 | Convention .. | Burma and Tibet.. .. | Ditto, ditto, p. 88. |
| 26 | Sept. 11 | Agreement .. | Opium traffic. Hong Kong | Ditto, ditto, p. 90. |
| 27 | 1890 Mar. 17 | Convention .. | Sikkim and Tibet | Ditto, ditto, p. 92. |
| 28 | " 31 | Additional article | Chefoo Agreement. 1876. Opening of Chungking to trade | Ditto, ditto, p. 94. |
| 29 | July 5 | International Convention (Brussels)* | Publication of customs tariffs | State Papers, vol. 82 p. 34. |
| 30 | 1893 Dec. 5 | Regulations .. | Trade communications. Pasturage. Opening of Yatung to trade | Hertslet's China Treaties, vol. 1, p. 96. |
| 31 | 1894 Mar. 1 | Convention .. | Execution of Convention, 1886. Burmo-Chinese boundaries | Ditto, ditto, p. 99. |
| 32 | Sept. 6 | " .. | Junction of Chinese and Burmese telegraph lines | Ditto, ditto, p. 110. |
| 33 | 1897 Feb. 4 | Agreement .. | Modifying Convention, 1894. Burmo-Chinese boundaries | Ditto, ditto, p. 113. |
| 34 | Mar. 31 | Proclamation .. | Land regulations. Tien- tsin concession extension | Ditto, vol. 2, p. 730. |
| 35 | 1898 Feb. 9/11 | Notes | Non-alienation of Yang- tze region | Ditto, vol. 1, p. 119. |
| 36 | " 10/13 | " | Inspector - General of Maritime Customs | Ditto, vol. 2, p. 1151. |
| 37 | June 9 | Convention .. | Extension of Hong Kong territory | Ditto, vol. 1, p. 120. |
| 38 | July 1 | " | Wei-hai-Wei | Ditto, ditto, p. 122. |
| 39 | " 28 | Regulations .. | Inland steam navigation . | Ditto, vol. 2, p. 721. |
| 40 | Aug. | Agreement .. | Extension. British con- cession at Hankow | Annex 10, p. 57. |
| 41 | Sept. | Supplementary rules | Inland steam navigation.. | Hertslet's China Treaties, vol. 2, p. 726. |

* China acceded May 31, 1894.

| No. | Date. | Document. | Subject. | Published. |
|-----|--------------------|--|--|---|
| 42 | 1899 July 29 | Final Act (Hague) | International Peace Conference | State Papers, vol. 91, p. 963. |
| 43 | " 29 | International Convention (Hague) | Pacific settlement of international disputes | Ditto, ditto, p. 970. |
| 44 | " 29 | Ditto* | Laws and customs of war by land | Ditto, ditto, p. 988. |
| 45 | " 29 | Ditto† | Adapting to maritime warfare the principles of Geneva Convention, 1864 | Ditto, ditto, p. 1002. |
| 46 | " 29 | International Declaration (Hague)‡ | Expanding bullets .. | Ditto, ditto, p. 1017. |
| 47 | " 29 | Ditto‡ | Asphyxiating gases .. | Ditto, ditto, p. 1014. |
| 48 | 1901 Sept. 7 | Final protocol (Peking) | Foreign Powers and China. Resumption of friendly relations | Hertslet's China Treaties, vol. 1, p. 123. |
| 49 | 1902 Jan. 10 | Regulations .. | Land. Foreign settlement of Kulangou | Ditto, vol. 2, p. 774. |
| 50 | Apr. 29 | Agreement .. | Peking - Shanhaikuan Railway | MacMurray's China Treaties, vol. 1, p. 331. |
| 51 | " 29 | Additional agreement | Ditto | Ditto, ditto, p. 333. |
| 52 | July 15 | Notes | Dissolution of Provisional Government of Tien-tsin | Ditto, ditto, p. 316. |
| 53 | " 31 | " | Peking - Shanhaikuan Railway | Annex 11, p. 60. |
| 54 | Aug. 29 | Agreement .. | New Chinese customs tariff | Hertslet's China Treaties, vol. 1, p. 148. |
| 55 | Sept. 5 | Treaty (Shanghai) | Commercial relations .. | Ditto, ditto, p. 171. |
| 56 | " 5 | Additional rules | Inland waters. Steam navigation | Ditto, ditto, p. 187. |
| 57 | 1904 May 13 | Convention .. | Employment of Chinese labour in British colonies | Ditto, ditto, p. 180. |
| 58 | " 13 | Notes | Appointment of Chinese consuls in British colonies to which Chinese emigrate | Ditto, ditto, p. 194. |
| 59 | Apr. 29- Dec. 8 | } " .. { | } Foreign settlement at Wuhu | Annex 12, p. 61. |
| 60 | Dec. 12/29 | | | |
| 61 | 1905 Apr. | Regulations .. | Trade on West River .. | Hertslet's China Treaties, vol. 1, p. 1035. |
| 62 | May 23 | Convention .. | Junction of Chinese and Burmese telegraph lines | Ditto, ditto, p. 195. |
| 63 | June 7 | International Convention (Rome) | International Agricultural Institute | State Papers, vol. 100, p. 595. |
| 64 | July 2 | Notes | Boxer indemnity | MacMurray's China Treaties, vol. 1, p. 319. |

* China acceded June 12, 1907. † Except article 10.
‡ China acceded November 21, 1904.

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| No. | Date. | Document. | Subject. | Published. |
|-----|--------------------|------------------------------------|---|---|
| 65 | 1905 Sept. 9 | Notes | Railways in Hupeh and Hunan | MacMurray's China Treaties, vol. 1, p. 530. |
| 66 | " 27 | Agreement .. | Foreign Powers and China. Whangpoo Conservancy | Hertslet's China Treaties, vol. 1, p. 199 |
| 67 | Oct. 28 Dec. 27 | } " { | Postal relations. Natal and China | MacMurray's China Treaties, vol. 1, p. 596. |
| 68 | 1906 Apr. 27 | Convention .. | Tibet | Hertslet's China Treaties, vol. 1, p. 202. |
| 69 | " 27 | Notes | Non - employment of foreigners in Tibet | Ditto, ditto, p. 208 <i>bis</i> . |
| 70 | July 6 | International Convention (Geneva)* | Wounded in war | State Papers, vol. 99, p. 968. |
| 71 | 1907 May 14 | Regulations .. | Wharfage dues at Nanking | Hertslet's China Treaties, vol. 2, p. 1103. |
| 72 | June 14 | International Protocol (Hague) | Accession of non-signatory States. Hague Convention, 1889. Pacific settlement of international disputes | State Papers, vol. 100, p. 276. |
| 73 | Oct. 18 | Final Act (Hague) | Second International Peace Conference | Ditto, ditto; p. 281. |
| 74 | " 18 | International Convention (Hague)† | Limitation of employment of force for recovery of contract debts | Ditto, ditto, p. 314. |
| 75 | " 18 | Ditto† | Opening of hostilities | Ditto, ditto, p. 326. |
| 76 | " 18 | Ditto‡ | Laws and customs of war on land | Ditto, ditto, p. 338. |
| 77 | " 18 | Ditto‡ | Status of enemy merchantships at outbreak of hostilities | Ditto, ditto, p. 365. |
| 78 | " 18 | Ditto‡ | Conversion of merchantships into warships | Ditto, ditto, p. 377. |
| 79 | " 18 | Ditto‡ | Laying of automatic submarine contact mines | Ditto, ditto, p. 389. |
| 80 | " 18 | Ditto† | Bombardment by naval forces in time of war | Ditto, ditto, p. 401. |
| 81 | " 18 | Ditto‡ | Right of capture in maritime warfare | Ditto, ditto, p. 422. |
| 82 | " 18 | International Declaration (Hague) | Discharge of projectiles and explosives from balloons | Ditto, ditto, p. 455. |
| 83 | Nov. 19 | Regulations .. | Collection of duty on shipments to Manchurian ports | MacMurray's China Treaties, vol. 1, p. 683. |
| 84 | 1908 Apr. 20 | Agreement .. | Trade regulations. Tibet | State Papers, vol. 101, p. 170. |
| 85 | 1909 Feb. 27 | Resolutions .. (Shanghai) | International Opium Commission | China No. 2, 1909. |
| 86 | Feb. 9 Mar. 31 | } Arrangement { | Postal relations. China and India | State Papers, vol. 102, p. 358. |

* The Chinese ratification does not yet appear to have been deposited.

† China acceded January 15, 1910.

‡ China acceded May 10, 1917.

| No. | Date | Document. | Subject. | Published. |
|-------|----------------------------------|---|---|---|
| 87 | 1909 June 5/22 | Arrangement .. | Parcel post. Hong Kong and China | MacMurray's China Treaties, vol. 1, p. 776. |
| 88 | 1911 May 8 | Agreement .. | Opium | State Papers, vol. 104, p. 144. |
| 89 | Sept. | Agreement* .. | Canton-Kowloon Railway. Joint working | Annex 13, p. 70. |
| 90 | 1912 Jan. 23 | International Convention and Final Protocol (Hague) | Opium | State Papers, vol. 105, pp. 490 and 500. |
| 91 | Apr. 9 | Agreement .. | Foreign Powers and China. Whangpoo Conservancy | MacMurray's China Treaties, vol. 2, p. 954. |
| 92 | May 27/30 | Notes | Importation of Indian opium into China | China No. 2, 1913, p. 20. |
| 93 | July 5 | Convention† .. | Radiotelegraphs | State Papers, vol. 105, p. 219. |
| 94 | " 9 | Final Protocol (Hague) | Opium (Second International Conference) | Ditto, vol. 107, p. 80. |
| 95 | 1913 Apr. 11/24 | Notes | Chefoo Harbour Commission | Annex 14, p. 93. |
| | 1914 | | | |
| 96 { | Jan. 21, 1912 Jan. 15, 1914 | } Notes.. { | Service of foreign debt of China | MacMurray's China Treaties, vol. 2, p. 946. |
| 97 | June 25 | Final Protocol (Hague) | Opium (Third International Conference) | State Papers, vol. 107, p. 341. |
| 98 | " 25 | Regulations .. | Wharfage dues at Port of Changsha | Annex 15, p. 95. |
| 99 | July 9 | Agreement and Regulations | Liao River Conservancy .. | MacMurray's China Treaties, vol. 2, p. 1125. |
| 100 | Aug. 24/27 | Notes | Canton railways | Annex 16, p. 97. |
| 101 | 1915 Oct. 19 | Supplementary article | Agreement, April 9, 1912, Whangpoo Conservancy. | MacMurray's China Treaties, vol. 2, p. 956. |
| 102 | 1916 Jan. 27/28 | Notes | Payment of Peking octroi by British subjects | Annex 17, p. 98. |
| 103 { | 1917 Apr. 17 June 1 | } Agreement and regulations | Parcel Post | State Papers, vol. 111, pp. 240-245. |
| 104 { | Sept. 8 Oct. 5 | } Notes.. { | Advantages to be accorded to China | MacMurray's China Treaties, vol. 2, pp. 1375-6. |
| 105 | 1918 Oct. 7 | Agreement .. | Min River Conservancy .. | Annex 18, p. 59. |
| 106 { | Sept. 25 Oct. 21 | } Notes.. . | Potash deposits in Szechuen | Annex 19, p. 104. |

* Concluded between the Government of Hong Kong and a Chinese delegate and put into operation. It was, however, not ratified by the Chinese Government.
 † China acceded June 3, 1920.

| No. | Date. | Document. | Subject. | Published. |
|-----|-------------|------------------|----------------------------|-----------------------|
| | 1919 | | | |
| 107 | Feb. 22 | } Notes.. { | Engineers for Liao River | } Annex 20, p. 105. |
| | Apr. 9 | | Conservancy Works | |
| 108 | June 28 | Treaty (Ver- | Peace with Germany .. | State Papers, vol. |
| | | ssilles)* | | 112, p. 1. |
| 109 | " 28 | Protocol* .. | Supplementary to Treaty | Ditto, ditto, p. 212. |
| | | | of Peace with Germany | |
| 110 | " 30 | Agreement .. | Tengyueh special tax for | Annex 21, p. 107. |
| | | | road construction | |
| 111 | Sept. 10 | Treaty (Saint- | Peace with Austria .. | State Papers, vol. |
| | | Germain) | | 112, p. 317. |
| 112 | " 10 | Declaration .. | Supplementary to Treaty | Ditto, ditto, p. 500. |
| | | | of Peace with Austria | |
| 113 | " 10 | Protocol .. | Ditto .. | Ditto, ditto, p. 499. |
| 114 | " 10 | Protocol of Sig- | Treaty of Peace with | Ditto, ditto, p. 530. |
| | | nature | Austria | |
| 115 | " 10 | Agreement | Cost of liberation. Former | Ditto, ditto, p. 524. |
| | | (Saint - Ger- | Austro-Hungarian terri- | |
| | | main) | tories | |
| 116 | " 10 | Ditto | Italian reparation pay- | Ditto, ditto, p. 527. |
| | | | ments | |
| 117 | " 10 | Convention | Control. Arms Traffic .. | Ditto, ditto, p. 909. |
| | | (Saint - Ger- | | |
| | | main) | | |
| 118 | " 10 | Protocol (Saint- | " " " .. | Ditto, ditto, p. 925. |
| | | Germain) | | |
| 119 | Oct. 13 | Convention | Air navigation | Ditto, ditto, p. 931. |
| | | (Paris) | | |
| 120 | Nov. 27 | Treaty (Neuilly- | Peace with Bulgaria .. | Ditto, ditto, p. 781. |
| | | sur-Seine) | | |
| 121 | " 27 | Protocol .. | Supplementary to Treaty | Ditto, ditto, p. 895. |
| | | | of Peace with Bulgaria | |
| 122 | Dec. 8 | Declaration | Cost of liberation. Former | Ditto, ditto, p. 534. |
| | | (Paris) | Austro-Hungarian terri- | |
| | | | tories | |
| 123 | " 8 | Ditto | Italian reparation pay- | Ditto, ditto, p. 536. |
| | | | ments | |
| | 1920 | | | |
| 124 | Apr. 26 | } Agreement .. | Money orders | Ditto, ditto, p. 323. |
| | June 23 | | | |
| 125 | May 1 | Additional pro- | Air navigation | Ditto, ditto, vol. |
| | | tol | | 113, p. 783. |
| 126 | June 4 | Treaty | Peace with Hungary .. | Ditto, ditto, p. 486. |
| | | (Trianon) | | |
| 127 | " 4 | Protocol .. | Supplementary to Treaty | Ditto, ditto, p. 646. |
| | | | of Peace with Hungary | |
| 128 | " 4 | Declaration .. | Ditto | Ditto, ditto, v. 646. |
| 129 | Nov. 30 | International | Universal Postal Union .. | Ditto, vol. 114, p. |
| | | Convention | | 430. |
| | | (Madrid) | | |
| 130 | " 30 | International | Insured letters and boxes | Ditto, ditto, p. 505. |
| | | Agreement | | |
| | | (Madrid) | | |
| | 1922 | | | |
| 131 | Feb. 1 | Resolution .. | Radio stations in China .. | Miscellaneous No. 1 |
| | | | | (1922), Cmd. 1627, |
| | | | | p. 56. |
| 132 | " 1 | Resolution and | Unification of Chinese | Ditto, ditto, p. 57. |
| | | declaration | railways | |
| 133 | " 4 | Resolution .. | Board of Reference for | Ditto, ditto, p. 52. |
| | | | Far Eastern Questions | |
| 134 | " 4 | " .. | Chinese Eastern Railway | Ditto, ditto, p. 63. |

* China did not actually sign this treaty.

| No. | Date. | Document. | Subject. | Published. |
|-----|------------------|-----------------------------------|--------------------------------------|---|
| 135 | 1922 Feb. 3/5 | Notes | Retrocession of Wei-hai-Wei to China | Miscellaneous No. 1 (1922), Cmd. 1627, p. 86. |
| 136 | Feb. 6 | International Treaty (Washington) | Affairs of China | Ditto, ditto, p. 42. |
| 137 | " 6 | Ditto | Chinese customs tariff .. | Ditto, ditto, p. 47. |
| 138 | Oct. 21 | Agreement | Amoy concession foreshore | Annex 22, p. 109. |

NOTE.—In addition, Great Britain enjoys most-favoured-nation treatment in China, notably under her treaties of 1858 (No. 7), 1894 (No. 31) and 1897 (No. 33).

(B.)—*Treaties, &c., between Great Britain and Foreign Powers relating to China.*

| No. | Date. | Country. | Document. | Subject. | Published. |
|-----|---|----------------------|--------------|-----------------------------------|---|
| 139 | 1896 Jan. 15 | France .. | Declaration* | Privileges in Yunnan and Szechuen | Hertslet's China Treaties, vol. 1, p. 583. |
| 140 | 1898 Apr. 20 Aug. 29 | France .. | Notes .. | Trade-marks. China.. | Ditto, ditto, p. 585. |
| 141 | 1899 Apr. 28 | Russia .. | Notes .. | Railway interests .. | Ditto, ditto, p. 586. |
| 142 | Sept. 22 Dec. 6 | United States | " .. | Policy of "Open Door" | MacMurray's China Treaties, vol. 1, p. 225. |
| 143 | 1900 Dec. 22, 1899 Jan 15, 1900 | France .. | Notes .. | Hankow concessions | Hertslet's China Treaties, vol. 1, p. 589. |
| 144 | Oct. 22/31 | France, Italy, &c. | " .. | Policy of "Open Door" | Ditto, ditto, p. 592. |
| 145 | 1902 June 14 | Belgium, France, &c. | Protocol | Apportionment of Boxer indemnity | MacMurray's China Treaties, vol. 1, p. 311. |
| 146 | 1903 July 30 Aug. 7 | Italy .. | Notes .. | Trade-marks. China | Hertslet's China Treaties, vol. 1, p. 599. |
| 147 | 1904 June 13 | Belgium, France, &c. | Protocol | Legation quarter, Peking | MacMurray's China Treaties, vol. 1, p. 315. |
| 148 | Aug. 4/8 | Portugal .. | Notes .. | Trade-marks. China | Hertslet's China Treaties, vol. 1, p. 600. |

* This declaration has in practice come to be regarded as a dead letter by both parties.

| No. | Date. | Country. | Document. | Subject. | Published. |
|-----|--------------------|---------------------------------------|-----------------|---|---|
| | 1904 | | | | |
| 149 | Aug. 15 Sept. 7 | Netherlands | Notes .. | Trade-marks. China | Hertslet's China Treaties, vol. 1, p. 602. |
| 150 | Sept. 7 | | Tibet .. | Convention | Relations, trade, &c. .. |
| 151 | Sept. 15/ 30 | Belgium .. | Notes .. | Trade-marks. China | Ditto, ditto p. 603. |
| | 1905 | | | | |
| 152 | June 28 | United States | Notes .. | Trade-marks. China | Ditto, ditto, p. 604. |
| 153 | July 2 | Belgium, France, &c | " .. | Boxer indemnity .. | MacMurray's China Treaties, vol. 1, p. 319. |
| 154 | Nov. 11 Dec. 11 | Denmark .. | " .. | Trade-marks. China | Hertslet's China Treaties, vol. 1, p. 614. |
| 155 | Apr. 30 | | Russia .. | Agree- ment | British subjects and property. Chinese Eastern Railway area |
| 156 | Dec. 3 | " .. | Notes .. | Ditto, ditto .. | Ditto, ditto, p. 379. |
| 157 | Oct. 15 | France, Japan and United States | Agree- ment | Financial consortium in China | Ditto, vol. 114, p. 652. |
| | 1921 | | | | |
| 158 | Dec. 10 | United States, Belgium, &c. | Resolu- tion | Extra-territoriality in China | Miscellaneous No. 1 (1922), Cmd. 1627, p. 53. |
| | 1922 | | | | |
| 159 | Feb. 1 | France, &c. .. | Resolu- tion | Foreign postal agencies in China | Ditto, ditto, p. 54. |
| 160 | " 1 | United States, Belgium, &c. | Resolu- tion | Armed forces in China | Ditto, ditto, p. 55. |
| 161 | " 1 | Ditto .. | Resolu- tion | Reduction of Chinese military forces | Ditto, ditto, p. 58. |
| 162 | " 1 | Ditto .. | Resolu- tion | Commitments of China or with respect to China | Ditto, ditto, p. 60. |
| 163 | " 4 | Ditto .. | Resolu- tion | Chinese Eastern Rail- way | Ditto, ditto, p. 63. |

Attention is also called to the undermentioned documents which, although not treaties in the strict sense of the term, yet confer privileges and entail obligations on the part of Great Britain or of China or of both :—

| No. | Date. | Document. | Subject. | Published. |
|-----|------------------------|-----------------|---|---|
| 164 | 1892 Feb. 23 | Chinese note .. | Contracts for loans to Chinese provincial au- thorities | Hertslet's China Treaties, vol. 2, p. 1137. |
| 165 | Aug. | Regulations .. | Trade on Yang-tsze Kiang | Ditto, ditto, p. 723. |
| 166 | Oct. 6 | Chinese note .. | Contracts for loans to Chinese provincial au- thorities | Annex 23, p. 109. |
| | 1899 | | | |
| 167 | May 2 | Proclamation .. | Extension of international settlement, Shanghai | MacMurray's China Treaties, vol. 1, p. 205. |

| No. | Date. | Document. | Subject. | Published. |
|-----|-----------------|---|---|---|
| 168 | 1902 June 10 | Provisional rules | Jurisdiction of mixed courts, international and French settlements at Shanghai | Hertslet's China Treaties, vol. 2, p. 802. |
| 169 | 1908 Mar. 12 | Chinese memo- rial and re- script | Intercourse between mis- sionaries and local offi- cials | Ditto, ditto, p. 717 |
| 170 | May 15 | Chinese note .. | Contracts for loans to Chinese provincial au- thorities | Annex 24, p. 111. |
| 171 | „ 30 | Regulations .. | Arms and ammunition .. | MacMurray's China Treaties, vol. 1, p. 737. |
| 172 | Sept. 28 | Chinese note .. | Prohibition. Traffic in morphia | Annex 25, p. 112. |
| 173 | 1910 Oct. 13 | British Order in Council | Regulations for the pre- vention of collisions at sea. Application to Chinese ships of foreign type | State Papers, vol. 103, p. 165. |
| 174 | 1912 Jan. 30 | Arrangement .. | Commission of bankers for receiving customs revenue | MacMurray's China Treaties, vol. 2, p. 946. |
| 175 | 1916 Jan. 5 | Additional article | Arrangement, May 30, 1908. Arms and ammuni- tion | Ditto, vol. 1, p. 740. |
| 176 | 1921 Nov. 22 | Chinese declara- tion | Non-alienation of Chinese territory | Miscellaneous No. 1 (1922), Cmd. 1627, p. 63. |
| 177 | 1922 Feb. 4 | Chinese declara- tion | Administration of Chinese maritime customs | Ditto, ditto, p. 52. |
| 178 | Sept. 28 | Rules, &c. .. | Revised import tariff .. | By Chinese mari- time customs. |

Foreign Office, October 15, 1924.

ANNEX I.

AMOY LEASE.

(Translation.)

(No. 39.)

GRIBBLE, Her Britannic Majesty's consul at Amoy, makes this communication in reply :

I have received an official communication from you, the honourable intendant and sub-prefect, desiring me to examine and decide upon the site for foreign residences and to acquaint you in a careful and explicit reply the amount in taels I am willing to pay as rent for the same.

Upon the receipt of your letter I gave the matter my careful consideration, and have now distinctly specified all that I have to propose in the following articles :—

1. The whole of the arena for exercising and Shway Tsaou Tae belongs to the Government. I must decline to take upon myself to name a price for ground belonging to the Imperial Court, for were I to do so, I should be outstepping my authority. My orders on this subject are merely to select and determine upon a site in conjunction with the local authorities, and I must request you, the honourable intendant and sub-prefect, to mention the lawful rate of rent.

2. Foreigners wishing to rent the land will be allowed to do so upon payment of an equitable rate of rent.

3. It is presumed that there will be no difficulty in procuring field or garden ground the property of the people.

4. No particular selection is to be made at Amoy of "hongs" and houses for commercial business, nor is the number of them to be limited. This point should be arranged as you, the honourable intendant and sub-prefect, have already determined, viz., to allow British subjects to settle themselves the terms of rentals with the owners of the property, an annual report of the number of houses so occupied being sent in to the local authorities for their information.

5. It is feared that the builders of Amoy would be unable to construct firm and substantial buildings, owing to their inexperience and want of skill in such matters, and it will therefore be necessary for parties wishing to build upper-storied houses to procure building materials from Hong Kong. If the buildings were commenced now, nine or ten months would be required to complete them in. You, the honourable intendant and sub-prefect, have enclosed to me in your public communication copies of the official correspondence which has lately passed between the High

Imperial Commissioner Keying and Her Britannic Majesty's plenipotentiary, Mr. Davis, from which I learn that Koolangsoo is to be given up next January. But as the time of noting this intimation is so close to the date decided upon for giving up the island, it is perfectly impossible that suitable houses can be built at Hoomunkeang within so short a period; neither is the delay that must be occasioned attributable to the foreigners here. I have not yet received from my own superior any information whatever concerning the surrender of Koolangsoo, the arrangements for which you tell me have been made, but I do not doubt for a moment any of the particulars mentioned in your official letter. And, moreover, as it would be most dangerous to health to move into and inhabit new houses while they are still damp and scarcely finished, I must urge the request that when the time comes for surrendering Koolangsoo, the British residents shall still be allowed to retain their houses there after the English forces shall have been withdrawn until such time as their new houses are completed and every arrangement concerning rental, &c., made with the owners of property.

6. In regard to the place of residence for foreigners generally at Amoy, it must be distinctly understood by both parties that when the whole of the English have removed from Koolangsoo to Hoomunkeang no other foreigners will be allowed to reside upon that island, for if other foreigners be allowed to reside there the like permission must also be given to British subjects.

In submitting the above proposed six stipulations to you, the honourable intendant and sub-prefect, I beg that you will carefully examine and consider each one of them and recapitulate them in your official reply to me on this subject, when nothing will be wanting to render our decision as to the site at Hoomunkeang being appropriated for the residence of foreigners complete in every respect.

To Hang, Intendant of Circuit, &c., &c., &c., and
Ho, Sub-Prefect, &c., &c., &c.

September 9, 1844.

(No. 55.)

Hang, Intendant of Hinghwafoo, Tsuenchowfoo and Yungchunchow, &c., &c., &c., and Ho, Magistrate of Amoy, &c., &c., &c., make this communication:

The following letter has just been received from you, the honourable consul [here follows the whole contents of the communication of the 12th September] (*sic*).

Regarding Article 1 we find on investigation that we have now already agreed and settled regarding the two situations of the Exercising Arena and Shway Tsaou Tae, which we largely surveyed, and that if foreigners of your honourable nation wish to erect houses and reside at these places, supposing they require (a piece of ground) 1 chang-square Government measure, they should pay an annual rental of 1 tael Treasury weight, and if they require more, to be managed according to this scale. And supposing foreigners from other nations come to Amoy to trade and wish to build houses at either of these two places, they will pay rent in the same manner as your honourable countrymen, whilst you, the honourable consul, should let them follow their pleasure and not hinder their proceedings.

Article 2. As to foreigners wishing to rent houses from the people at a fair rental without any reference to the local mandarins, this shall be managed according to the proposition of you, the honourable consul.

Article 4. That the number of "hongs" rented by foreigners at Amoy should, at the close of each year, be made known to the local mandarins. On investigation we find that this article has already been previously agreed upon, and will be managed according to the letter of you, the honourable consul.

Article 5. In erecting houses at the two situations of the Military Arena and Shway Tsaou Tae already surveyed and fixed upon, the foreigners will be obliged to bring on building materials from Hong Kong to Amoy, and it must take nine or ten months before they are finished. Also, that no official letter has yet been received from your honourable envoy regarding the evacuation of Koolangsoo, that we should therefore wait until the houses are finished, when Koolangsoo may again be given up.

Regarding this affair we find, on investigation, that in a letter received from your honourable envoy it is stated that the instalment for the 12th month of the present year (February 1845) being fully paid up at Canton, Koolangsoo will be immediately evacuated and words to that effect. Now if the communication from you, the honourable consul, does not agree with the letter received from your honourable envoy, we, the Taoutae and magistrate, dare not to act of ourselves, but ought to lay the case before the higher authorities and see if they will accede to it or not, and wait their enquiry and management.

Article 6. That after the foreigners have given up Koolangsoo, foreigners of other nations are not to be allowed to reside there. This is a perfectly just arrangement and will be managed according to the proposal of you, the honourable consul.

We now forward to you, the honourable consul, for your investigation, the amount of rent that we have fixed upon and our proposal regarding the six articles that you may see if they are just and right, and we beg that you will immediately send us a reply to them all, so that the matter may be reported to the high authorities on both sides and be placed on record.

These are the chief objects of the communication which is addressed to Gribble, consul at Amoy.

Taoukwang, 24th year, 8th month, 3rd day (14th September, 1844).

True translation :

H. S. PARKES,
Interpreter to Her Britannic Majesty's Consulate, Amoy.

J. Backhouse, Esq., British Consul at Amoy, to Chaou, Intendant of Circuit for Departments of Hinghwa-Tsuenchow and Yunchun.

(No. 3.)

In official communication.

February 9, 1852.

The trade of this port having greatly increased during the last few years, the British residents and merchants can no longer delay building the houses for their families and the godowns for their goods which they now so much require. It appears that in September 1844 the tract of land called Keaou Chang and Shway Tsaou Tae (or Government Exercise Ground) was publicly inspected by the local authorities of Amoy and Her Britannic Majesty's consul, and having been found by them to be open land unencumbered by graves or any buildings of the people, and therefore wholly unobjectionable as a building site for British subjects, they, the authorities and consul, conjointly agreed that it should be rented to them for this purpose, the said renters paying for the same to the Chinese Government a yearly rental of 1 tael per chang square. It was also agreed that British subjects should themselves be at liberty to rent from the native proprietors, on terms equitable to both parties, any private lots of land adjoining to or in the neighbourhood of the said tract of Government ground, and a proclamation was issued by your honourable local authorities making known to the people the said arrangement. The above agreement, which is duly recorded, proves, therefore, that British subjects possess the right of building on the said tract of Government land.

You, the honourable intendant, having proposed, however, at our interview this morning, that the Keaou Chang lot of land be again transferred to the Chinese Government and that another site be given in its stead to British subjects, I, the consul, having every desire to meet the views of you, the honourable intendant, hereby agree to give up to you the said Keaou Chang lot on condition of receiving in lieu thereof another allotment equally eligible of similar extent and procurable on the same terms.

The small piece of beach ground situate between the Tow Me and Sin wharves, measuring 55 chang in length by 20 chang in depth, which was found, on being inspected this morning by you, the honourable intendant, Weiyuan, Haifang, district magistrate and myself, to be a suitable site for the erection of a few godowns.

I agree to accept, at your request, in exchange for a portion of the said Keaou Chang lot of equal size.

You, the honourable intendant, having stated that a month's delay is necessary to enable you to provide the requisite quantity of suitable land to be given by the Chinese Government in exchange for the Keaou Chang lot, I agree to wait until that time for a final settlement, but if the exchange be not effected within one month from this date, I can then no longer interfere to prevent the British residents appropriating the remaining portion of the said Keaou Chang lot, the use of which has so long and unjustly been denied them.

I beg the favour of an immediate reply to this communication.

Accept, &c.

G. G. SULLIVAN.

Chaou, Intendant of Circuit for the Departments of Hinghwafoo, Tsuenchowfoo and Yungchunchow, makes this communication in reply :

On the 20th day of the 12th month of the 1st year of Hienfung (9th February, 1852) I received the following communication from you, the honourable consul :

[Here is transcribed verbatim consul's communication of that date.]

I have to state in reply thereto, that I, the intendant, together with the Weiyuan, Haefang and district magistrate, have inspected the beach ground situate between the Tow Me and Sin wharves and consider that if 4 chang be left open to enable public thoroughfares to be constructed in front and rear of the said ground, it would then form an unobjectionable building site, which, in proof of our desire to promote friendly relations, we grant to the English merchants to build godowns thereon, they paying an annual rent for the same, according to the number of chang as you propose.

In respect to the Keaou Chang and Shway Tsaou Tae ground, as this was actually settled for by the former intendant Hang, both parties are at liberty to negotiate together and conclude some arrangement for this land also. The lapse of so many years since this matter was mooted renders it impossible that a final settlement of it can be effected within a single day. But having now met and agreed upon a month (as the time in which to manage it), I, the intendant, shall immediately take measures for carrying out within this period all the conditions mentioned in your letter concerning the transfer in exchange for this.

An important communication.

To G. G. Sullivan, Esq.,

Her Britannic Majesty's Consul at Amoy.

Hienfung, 1st year, 12th month, 20th day (9th February, 1852).

True translation :

HARRY S. PARKES,

Interpreter.

Taoutae to Consul.

(No. 12.)

June 5, 1852.

WITH reference to the selection of ground to exchange for the Keaou Chang, formerly I, the intendant, with the Raefang and others, made (with the consul) a joint inspection of the level ground between Niau Kung yuen and Tow Kin tsiaou adjacent to the Keaou Chang, which level ground it was then decided by common consent should be let to the English as a site for building in exchange for the Keaou Chang previously appropriated to their use.

I now, therefore, make over at once the Government portion of the said ground in readiness to be rented and used as required. But the said Government ground alone being insufficient to complete the exchange, I have made an arrangement concerning the people's ground adjoining, the terms of which I proceed to place on record.

I engage that the local authorities shall purchase and add to the said Government ground so much of the people's ground contiguous therewith as (exclusive of whatever may be required for public roads; and of a certain piece of Government ground not to be counted towards the exchange) shall make it in the whole of the same size as the Keaou Chang. This said ground shall be supplied lot by lot as required; the consul in each case first furnishing an applicant for building land with a lot of the Government ground, reporting the matter to the local authorities, who, according to the agreement made in conference, will add to it without the corresponding piece of people's ground.

I would beg you to appoint an officer to settle with the Haifang and his colleagues the various points of this matter remaining to be adjusted ere the Keaou Chang can be restored.

I address this letter to you, the honourable consul, trusting that you will act accordingly and send me a reply, &c., &c.

A true translation :

W. H. PEDDER,
Acting Interpreter.

ANNEX 2.

HANKOW LEASE.

(Translation.)

THE undersigned, Harry S. Parkes, Esq., consul and joint Chinese secretary to Her Britannic Majesty's plenipotentiary in China, and Tang, Commissioner of Finance for the Province of Hoopih, &c., hereby execute an agreement for the purpose of leasing to the British Government in perpetuity the undermentioned site of land.

Whereas subjects of Her Britannic Majesty having come to Hankow to trade in accordance with the provisions of the treaty, and it being necessary that ground suitable for building purposes should

be fixed upon for their use: Now, therefore, Kwan, Minister of State and Governor-General of Hookwang, having appointed the undersigned Commissioner of Finance to act in concert with the undersigned joint Chinese secretary in this matter, they, after due examination made, have agreed and decided that the ground herein-after described shall be used for this purpose, that is to say:

All that ground at the lower end of the town of Hankow which commences from a point on the riverside 8 chang east of the Hwa-low Lane, and extends eastward from the said point along the river to the eastern corner of the military station at the Kau-loo Temple. It measures in length 250 chang, and is of an unvarying depth of 110 chang. The boundaries are marked by four stones, one stone being placed at each corner of the said ground, which stones were laid down on the 10th day of the present month (20th March) by the undersigned joint Chinese secretary and Seaou, the deputy (of the Viceroy), and Le, the chief magistrate of the district of Hanvang, and bear the inscription "Ta Ying Kwoh te keai"—boundary of the British ground. The total area is 458 mou and 80 kung, and the Imperial taxes due thereon are in silver: 1 m. 1c. and 7 c. per mou, or 53 t. 6 m. 2 c. 5 c. on the whole area; and in rice, 2 shing, 8 hoh, and 4 yoh per mou, or 13 shih, 1 shing, 5 hoh, 7 yoh on the whole area; the value of the rice in silver is 3 taels per shih or in all, 39 t. 0 m. 4 c. 7 c. and 1 haou. The total amount, therefore, of both descriptions of tax is 92 t. 6 m. 7 c. 2 c. and 1 haou.

And it has now been agreed between the undersigned joint Chinese secretary and Commissioner of Finance that all the ground described above is hereby leased in perpetuity to the British Government for the use of British subjects, that they may build thereon storehouses and residences; and it is agreed that, in the allotting of the said ground to British subjects, in the construction of the public roads, and in every other matter appertaining to the said ground, Her Britannic Majesty's consul at the capital city of the Province of Hoopih shall exercise sole control, and may from time to time make such regulations for the above purposes as he may find necessary. And it is agreed that in the fourth month of every year (May-June) the said consul of Her Britannic Majesty will pay into the hands of the chief magistrate of Hanyang the total sum of Imperial taxes in rice and silver named above, and amounting in all to 92 t. 6 m. 7 c. 2 c. and 1 haou, and so long as these taxes are duly paid as aforesaid, possession of the ground in perpetuity is secured under this lease to the British Government.

And whereas it is impossible at this present date to state the dimensions in mou of each piece of land held by Chinese subjects within the said site or occupied by native shops or habitations, it is therefore agreed that a list shall at once be prepared of all the native dwellings now standing on the site, whether constructed of brick, thatch, wattle, or other materials, and that from the date of this agreement the people will not be allowed to erect within the said site any house, hut, or other building. Whenever any portion of the ground is required, the consul, with the prefect of Hanyang-foo

and the chief magistrate of Hanyang Hien, will meet, and will call on the native owners of the houses and land to appear before them and produce their title deeds, and the authorities will then and there decide the price to be paid in each case—whether the property to be purchased consist of Government buildings or temples, or of houses, huts, or other constructions belonging to the people—according to the size, description, and situation of the land or building, the people not being allowed to raise their prices, nor the British subject being at liberty to compel the people to accept his valuation, but equity in every case being so maintained that neither one party nor the other shall incur a loss. The removal of the houses and the delivery of the land shall take place simultaneously with the payment of the money, and the land may be entered on and possessed as British property from the date of the payment.

It is further agreed between the undersigned joint Chinese secretary and the Commissioner of Finance that the boundaries of this site shall not be extended to the west of the Hwa-low Lane, as an extension westward (of the foreign settlement) would be detrimental to the town of Hankow, and the same rule will be observed in the case of any other nation that may hereafter wish to lease land at Hankow. This agreement is executed in duplicate, one copy being retained by each party, and both parties becoming bound by all the conditions herein contained from the date of its execution.

When this deed shall have received the approval of Her Britannic Majesty's plenipotentiary, it will be sealed by Her Britannic Majesty's consul for the capital of Hoopih, and in the meantime the undersigned joint Chinese secretary affixes his signature in proof of the agreement having been duly made.

HARRY S. PARKES.

(Seal of Commissioner of Finance.)

Dated in the City of Woochang, the 21st day of March, A.D. 1861 (Heenfung, 11th year, 2nd month, 11th day).

ANNEX 3.

KIUKIANG LEASE.

(Translation.)

THE undersigned, Harry S. Parkes, Esq., consul and joint Chinese secretary to Her Britannic Majesty's plenipotentiary in China, and Chang, Commissioner of Finance for the Province of Keangse, hereby execute an agreement for the purpose of leasing (to the British Government) in perpetuity the undermentioned site of land.

Whereas subjects of Her Britannic Majesty, having come to Kiukiang to trade in accordance with the provisions of the treaty, and it being necessary that ground suitable for building purposes should be fixed upon for their use: Now, therefore, Yu, Governor of the Province of Keangse, having appointed the undersigned Commissioner of Finance to act in concert with the undersigned joint

Chinese secretary in this matter, they, after due examination made, have agreed and decided that the ground hereinafter described shall be used for this purpose, that is to say :

All that ground situated outside the west gate of the city of Kiukiang, which commences at the mouth of the Lung Kai Creek and extends eastward along the great river to a point feet west of the Sze Kow Lane, it measures in length 150 chang, and in breadth 60 chang, and the boundaries have on this, the 15th day of the present month (25th March), been determined and marked by the undersigned joint Chinese secretary, acting with the prefect of Kiukiang and the chief magistrate of the Tih-hwa district. The total area is 150 mou, and the Imperial taxes yearly due thereon are as follows :—

| | | Totals. |
|--|--------|-------------|
| | | T. m. c. c. |
| In silver, 1 m. 0 c. 3 c. per mou | | 15 4 5 0 |
| Add for meltage (10 per cent.)... | | 1 5 4 5 |
| In rice, 4 hoh, 2 yoh, 7 cho, 7 tsuy per mou; | | |
| total, 6 tow, 4 shing, 1 hoh, 5 yoh, 5 cho, | | |
| equal at the office delivery rate of 2 t. 4 m. | | |
| per picul to | | 1 5 4 0 |
| Total silver and rice in ordinary taxes | | 18 5 3 5 |
| | | M. c. c. |
| In intercalary months add to tax on | | |
| silver | 7 7 2 | |
| Meltage charge on silver | 0 7 7 | |
| | | 0 8 4 9 |
| Total in years in which an intercalary month | | |
| occurs | | 19 3 8 4 |

And it has been agreed between the undersigned joint Chinese secretary and Commissioner of Finance that all the ground described above is hereby leased in perpetuity to the British Government for the use of British subjects; and, further, that in the allotting of the said ground to British subjects, in the construction of the public roads, and in every other matter appertaining to the said ground. Her Britannic Majesty's consul at Kiukiang may exercise sole and undivided control, and may from time to time make such regulations as he may find necessary for this purpose; and it is agreed that in the fourth month of every year (May-June) Her Britannic Majesty's consul will pay into the hands of the chief magistrate of Tih-hwa all the Imperial taxes, in silver and in rice, with the meltage charge thereon, the total amount of which is particularly set forth above; and as long as these taxes are duly paid as aforesaid, possession of the land in perpetuity is secured under this lease to the British Government, and the native proprietors of the ground will be entirely exempted from the payment of any tax thereon.

And it is agreed that a list shall be at once prepared of all the native houses, shops, huts, or other buildings now standing on the

said site, and that from the date of this agreement the people will not be allowed to erect any more buildings within the said site. Further, that whenever any portion of the ground is required, Her Britannic Majesty's consul, with the prefect of Kiukiang and the district magistrate of Tih-haw, will meet, and will call on the native owners of the houses and land to appear before them and produce their title deeds, and will then and there decide the price to be paid in each case according to the size, description, and situation of the land or building, the people not being allowed to raise their prices, nor the British subject being at liberty to compel the people to part with their property at his valuation, but equity being in every case so maintained that neither one party nor the other shall incur loss. The removal of the houses and delivery of the land shall take place simultaneously with the payment of the money, and the land may be entered on and possessed as British property from the date of the payment.

This agreement is executed in duplicate, one copy being retained by each party, and both parties becoming bound by all the conditions herein contained from the date of its execution.

N.B.—When this deed shall have received the approval of Her Britannic Majesty's plenipotentiary, it will be sealed by Her Britannic Majesty's consul at Kiukiang, and in the meantime the undersigned joint Chinese secretary affixes his signature in proof of the agreement having been duly made.

In consequence of the undersigned joint Chinese secretary being imperfectly informed of the situation of affairs in this neighbourhood, he and the Commissioner of Finance, in executing this day the above agreement, hereby stipulate and agree that if in the course of one year from this date the high authorities of the two Governments fix upon some other port in place of Kiukiang as being more eligible than the latter for trade, then in that case the local authorities shall grant a lease of a site of ground at the place thus newly selected on the terms of this agreement, and the lease of the site herein described shall become void.

HARRY S. PARKES.

(L.S. of Commissioner of Finance.)

Dated in the City of Kiukiang, this 25th day of March, A.D. 1861 (Heenfung, 11th year, 2nd month, 15th day).

ANNEX 4.

CHINKIANG LEASE.

(Translation.)

THE undersigned, Harry S. Parkes, Esq., consul and joint Chinese secretary to Her Britannic Majesty's Minister plenipotentiary in China, and Kiang, acting intendant for the circuit of Changchow and Chinkiang, &c., hereby execute a deed for the purpose of leasing in perpetuity the undermentioned site of land. Whereas subjects of Her Britannic Majesty having come to Chinkiang to trade in accordance with the provisions of the treaty,

and it being necessary that ground should be fixed upon to serve as a building site for Her Britannic Majesty's consulate, as well as for the storehouses and residences required by the British merchants: Now, therefore, the undersigned joint-Chinese secretary and the intendant of circuit, in communication together, have selected and fixed upon two sites of ground for the above purpose, the one being on the Ying Shan Hill, the other situated at the foot of the said hill, and both being now unoccupied in consequence of the temples and houses of the people that once stood thereon having been destroyed. The site at the foot of the hill commences at the landing-place known by the name of Seaou Matow, and extends eastward along the river for a distance of 140 chang, and is 24 chang in breadth in the whole length. Its total area is 112 mou, the whole of which is rated as "hill field land," the Imperial taxes on which according to statute are 1 m. 1c. 7c. and 5 haou per mou in silver, and 7 shing, 8 hoh, and 8 yoh per mou in rice, the total on the whole area being 13 t. 1 m. 6 c. in silver, and 8 shih, 8 tow, 2 shing, 6 hoh in rice.

The site on the hill includes the whole of the ground formerly occupied by temples, amounting to about 80 mou, and being all hill ground, 10 of these mou, according to statute, are equal to 1 mou of land of the quality above mentioned. The Imperial taxes due thereon therefore amount to 3 m. 5 c. 3 c. in silver, and 2 tow, 3 shing, 7 hoh in rice.

The total amount of Imperial taxes due on both the above sites are 13 t. 5 m. 1 c. 3 c. in silver, and 9 shih, 6 shing, and 3 hoh in rice, the official value of the rice being 3 taels per shih.

It has now been agreed between the undersigned joint Chinese secretary and intendant of circuit that the two sites above described are hereby leased in perpetuity to the British Government, and that the British consul at Chinkiang will allot the ground contained therein as building sites for the use of the British authorities or merchants, under and subject to such regulations as the said consul shall see fit to make. And in the fourth month of each year (May-June), commencing with the present year, the British consul will pay into the office of the intendant of circuit the sum stated above as the amount of value of the Imperial taxes both in silver and rice.

And it is further agreed that, as all the ground in these two sites belong to private owners, all of whom have fled and cannot now be found, it is necessary that the authorities acting on their behalf should put a value on their land, so that in the event of their return they may receive compensation according to the value decided on. Therefore it has now been determined that they shall be paid at the rate of 25,000 cash per mou for the ground on the hill side, and at the rate of 50,000 cash per mou for the ground at the foot of the hill. Whenever the ground is required, either by the British authorities or by the merchants, the price, calculated at the above rates, shall be paid into the hands of consul, and by the consul to the intendant of circuit, who is charged with the distribution of it to the owners.

And it is further agreed that for the use and convenience of the public generally, a public road of 4 chang in width shall be reserved along the whole length of the river front of the said ground.

The boundaries of the ground described above will be marked by boundary-stones, and from the date of the execution of this agreement, which is drawn up in duplicate, one copy being held by each party, both parties become bound by all the conditions herein contained.

Note.—This agreement shall be sealed (on the part of the British Government), when it shall have been approved by Her Britannic Majesty's Minister Plenipotentiary, and in the meantime the joint Chinese secretary affixes his signature in proof of its having been duly made. In the absence of the intendant of circuit the seal of the prefect of Chinkiang is used (on the part of the Chinese Government) instead of the seal of the intendant of circuit.

HARRY S. PARKES.
(L.S. of Prefect of Chinkiang.)

Dated this 23rd day of February, A.D. 1861 (Heenfung, 11th year, 1st moon, 14th day).

Additional Agreement.

(Translation.)

The breadth of this site, as originally agreed upon in the foregoing agreement, being found insufficient, it has now been agreed that the Chin-ping-shan Lane shall form the eastern boundary of the site, and that the Yin-shan-mun Street shall form the southern boundary of the site, but that the Chin-ping Hill will not be included therein. The number of mou thus added to the site will be estimated at a future date, and the Imperial taxes due thereon and the amount of compensation to be paid to the people will be calculated at the same as those already laid down in the above agreement.

HARRY S. PARKES.
(Signature of Taotai.)

Dated at Chinkiang this 3rd day of April, A.D. 1861
(24th day of 2nd month).

ANNEX 5.

LEASE OF BRITISH SETTLEMENT AT NEWCHWANG.

(Translation.)

HER Britannic Majesty's consul, T. T. Meadows, Esq.; the deputies of the Commissioners of Trade, viz., the Hsieh-ling Yu, and the expectant Chihchou Chang the Kai-chou Chengshou-yü, Tsai, a member of the Imperial Family; and the officiating

magistrate of the Kai p'ing hsien district in the prefecture of Feng'tien, Tseng;

Make the following contract for the lease in perpetuity of a portion of ground (for the use of British subjects resident at the port of Newchwang):—

The British having, in conformity with the treaty, come to Newchwang for the purposes of trade, a portion of ground must be selected on which their merchants may erect houses and godowns. Therefore the civil and military governors of the province have deputed the undersigned Chinese officials to treat with the undersigned British consul (on the subject), and they have selected a piece of land (which may be described as follows):—

It is situated to the east of Mo Kou' Ying on the river bank, and measures along the side of the high road from east to west 2,820 Chinese feet. From north to south it lies between (or extends from) the northern ditch of the high road (to/and) the river bank. It comprises 197.67 mou altogether. In company with the local officials, a circuit of the land was made by us and an accurate measurement taken, and stone tablets were erected at the four corner points to indicate the boundaries.

In the presence of the three contracting parties it was agreed to give a lump sum of 656.90 taels for the whole site, as the inequalities of the ground made the pieces of individual portions of it vary. There are some single stoned mud houses on the land (comprising nineteen and a half compartments), the occupants of which must be ordered to leave and will receive compensation at the rate of 15 taels per compartment. Every proprietor will be allowed to take away the woodwork (of his house), but the bricks, tiles and sundried mud (bricks) must not be removed. The whole amount to be paid for the houses is 292.50 taels. There is also a brick kiln which must not be removed and for which 43.60 taels will be paid. The total (of these several items), amounting to 993 taels, must be paid to the undersigned Chinese officials without any deficiency, and the district magistrate will draw up a document showing the respective shares due to the proprietors of the land, houses and kiln, who can get the money on giving a receipt for it.

Further, the land tax on the above described ground, amounting to 67,250 small cash, and which is due on the day of collection, the 1st of the 10th moon, must be paid in full by the undersigned consul into the hands of the Hai Ch'eng magistrate. There is also the Manchu land tax of 12,000 small cash, which must be paid to the boundary official of the bordered yellow banner at Newchwang. Being a lease in perpetuity, this document cannot be disputed (or, gone back upon). The original owners are exempted from payment of the land tax on the principle that the tax follows the land when it changes hands.

From the date of this contract, as this portion of land will for ever be the property of the British to build dwelling-houses and godowns upon, all that concerns the allotment of the land in question, the (building or) repair of public roads, jetties, and the like (affairs in general) will be under the sole jurisdiction of the

undersigned consul. Further, there is a tidal ditch which from the great bridge to the river bank will be under the management of the said consul.

In addition to the above, five separate clauses, given below, have been agreed upon. This being a voluntary contract, no one of the parties can go back upon his word. Done in duplicate that each may keep a copy as a proof. A contract.

Supplementary Clauses.

1. There are thirty-three tombs at the west of the settlement on the river bank. These may still be used, but in future no new ones may be made.

2. The portion of land on the river bank from the west of the settlement in a straight line and the small blacksmith's shop has no houses upon it, and as a foreign port has been opened which will render a public road necessary, the people will not in future be allowed to build houses on that part of the river bank.

3. The graves nearest to the British settlement on the south and west must be regarded as the boundary of the people's burial ground. If they wish to use this piece of ground for the purposes of interment, they must open new tombs on the further side from the settlement, and must (in no case) go beyond the boundary formed by the old graves for the purpose of erecting new tombs.

4. No tombs must be erected on the ground between the settlement at Tung Kung won and the British cemetery at Ch'ing t'uitzu.

5. There are several brick kilns to the west and south of the settlement the owners of which will be ordered to remove as soon as the undersigned consul and Chinese officials have determined on the price, and thereafter no new ones may be built in the neighbourhood of the British settlement.

Done at Mo K'ou Ying in the (prefecture/province) of Feng t'ien in the month of August, 1861 (Hsien feng, 11th year, 7th moon).

ANNEX 6.

CANTON.

BRITISH CONCESSION—DEED OF LEASE.

WHEREAS the site hitherto held by the British Government at Canton has proved insufficient for the accommodation of the British community, his Excellency Laou, on behalf of the Chinese Government, has agreed to grant and let to the British authorities a certain lot of land belonging to the Chinese Government called and known as the Shameen site, situated on the western side of the City of Canton, in the Province of Kwantung, and bounded on the north by the new canal, on the east by the French ground, and on the south and west by the reach of the river called the

Pih-ngo-tan, and said to contain 264 mou, equal in English measurement to 44 acres.

The said site or piece of land is hereby granted to the British authorities to be held by them in perpetuity for such uses and purposes as Her Britannic Majesty's Government shall see fit, in consideration of the yearly rent of 1,500 copper cash per mou, to be paid by Her Britannic Majesty's Government immediately after the execution of this agreement and at the expiration of every successive twelve months from the date hereof.

The said Chinese Government hereby resigns all rights, title and claim to the said lot of land as long as the rent hereby reserved be duly paid; and Her Britannic Majesty's Government hereby binds itself to pay, without default, the said yearly rent, amounting to 396,000 copper cash, as long as it remains in undisturbed possession of the said lot of land.

In witness hereof we have hereunto affixed our hands and seals this 3rd day of September, 1861, corresponding to the 29th day of the 7th month of the 11th year of the reign of Heen Fung.

On the part of the Chinese Government :

(Seal of Viceroy.)

On the part of the British Government :

D. B. ROBERTSON,

Her Britannic Majesty's Consul.

(Seal of Consulate.)

ANNEX 7.

TIEN-TSIN.

British Concession—Lease.

No formal deed of lease was ever executed in respect to this concession, but the official receipt which is given annually by the district magistrate of Tien-tsin to Her Majesty's consul for the Chinese Government ground rent acknowledges on the face of it that the ground is rented in perpetuity to British Government.

This receipt is worded as follows:—

“To annual rent for the year ending _____, paid to the Chinese Government for the British concession at Tien-tsin, known by the name of Tzu Chu Lin, viz., 412 mou, 6 t. 5 m. 8 c. at 1,500 copper cash per mou=618,987 copper cash.”

ANNEX 8.

LAND REGULATIONS AND BYE-LAWS FOR THE FOREIGN SETTLEMENT OF SHANGHAI.

LAND REGULATIONS.

I.

Boundaries and Limits Defined.

THE boundaries of the land to which these regulations apply are :—

1. Upon the north. The Soochow Creek from the Hsiao Sha Ferry to a point about 70 yards west of the entrance thereto of the Defence Creek, thence in a northerly direction to the Shanghai-Paoshan boundary, thence following this boundary to the point where it meets the Hongkew Creek, and thence in an easterly direction to the mouth of the Ku-ka-pang.

2. Upon the east. The Whangpoo River from the mouth of Ku-ka-pang to the mouth of the Yang-king-pang.

3. Upon the south. The Yang-king-pang from its mouth to the entrance thereto of the Defence Creek, thence in a westerly direction following the line of the northern branch of the Great Western Road, and thereafter along that road to the Temple of Agriculture in the rear of the Bubbling Well Village.

4. Upon the west. From the Temple of Agriculture in a northerly direction to the Hsiao Sha Ferry on the Soochow Creek.

And they are more particularly defined by boundary stones fixed in position and by plans prepared and signed under the direction of the special deputies of H. E. Liu, Viceroy at Nanking, and of the Shanghai district magistrate, together with the chairman of the Municipal Council for the year 1899.

Within the boundaries defined and above referred to under the first head are certain sites, namely, the New Custom House and the Temple of Rewards, together with the land set apart for the use of Her Britannic Majesty's Government, known as the British consulate site, which are exempted from municipal control, as well as any land hereafter to be settled or acquired by other Governments having treaties with China for Government purposes only; but the British and foreign consulate sites, the Custom House and any lands acquired as above, shall bear their share of the public burdens and municipal taxes.

II.

Mode of Acquiring Land.

Any person desiring to rent land or purchase houses from the Chinese proprietors, within the said limits, shall do so in accordance with the provisions laid down in the treaties of foreign Powers with China.

III.

Final-Settlement and Title-Deeds.

It having been ascertained that no impediment exists to the renting of the land, the parties interested may settle with the Chinese proprietors the price and conditions of sale, and they will then report the transactions to their consular representative, and lodge with him the Chinese proprietor's agreement or deed of sale, in duplicate, accompanied by a plan clearly marking the boundaries. The said consular representative shall then transmit the same to the intendant of circuit, for examination. If the sale be regular, the deeds will be returned to the consul, sealed by the intendant of circuit, and the purchase money can then be paid. If there are graves or coffins on the land rented, their removal must be a matter of separate agreement, it being contrary to the custom of the Chinese to include them in the agreement or deed of sale.

IV.

Registration of Land and Charges thereon.

All such conveyances or leases of land, so purchased as aforesaid, shall within one month from the time of the completion of the sale be registered in the office of the consular representative of the purchaser: and all charges by way of mortgage, whether of a legal or equitable character, shall also be registered in the like manner, and within one month of their execution.

V.

Transfer of Lots, when to be Registered.

All transfers of land shall be made at the consulate where the deeds are registered, and also be registered at that of the vendee or assignee, and notice of the same shall be lodged by the consul with the Municipal Council.

VI.

Land surrendered to Public Use.

It is understood and agreed that land heretofore surrendered by the various foreign renters to public use, such as roads and the beach grounds of the rivers within the aforesaid limits, shall remain henceforth dedicated to the same uses; and as new lots are acquired, such parts thereof as are beach ground shall be held under and subject to similar uses; and due provision shall be made for the extension of the lines of roads at present laid down as means of communication in the settlement. To this end the council appointed by the land renters and others entitled to vote on the terms and in the manner hereinafter mentioned within the boundaries referred to, will at the beginning of each year examine the map and determine what new lines of road are necessary; and all land subsequently rented shall only be rented on the terms of the renter surrendering to the public use the beach ground aforesaid.

if any, and the land required for such roads; and in no case shall land so surrendered, or which shall now be dedicated to the use of the public, be resumed, except with the consent of the proper majority of land renters and others who may be entitled to vote as aforesaid in the public meeting assembled, nor shall any act of ownership be exercised over the same by the renters thereof, notwithstanding any payment by them to the Chinese Government of any ground rent. Provided always, that no act of appropriation or dedication for public uses of the said beach ground, or of ground for roads, other than those already defined, shall, contrary to the will of the renters thereof, in any case, be sanctioned or held lawful under these regulations. On the admission by vote of public meeting of any tracts of land into the limits of the municipal authority, the Municipal Council shall give notice of all roads and public properties which they intend to set aside in the general interest; and should any citizen or subject of a treaty Power, who may previously have acquired land within such tracts, object to any part of the reservation thus notified, he must, within fourteen days after the issue of the notice, warn his own consul or the Municipal Council of his objection, in order that steps may be taken to adjust the claim. Provided always, that in the event of a failure to effect such adjustment on terms which may appear reasonable to the consul, the council shall have the option of declining to accept jurisdiction over the proposed annexation, which consequently cannot take place. It shall also be lawful for the land renters, and others who may be entitled to vote as hereinafter mentioned, in public meeting assembled, to purchase land leading or being out of the settlement, or to accept land from foreign or native owners upon terms to be mutually agreed upon between the council and such foreign or native owners, for the purpose of converting the same into roads or public gardens and places of recreation and amusement, and it shall be lawful for the council from time to time to apply such portion of the funds raised under article IX of these regulations, for the purchase, creation and maintenance of such roads, gardens, &c., as may be necessary and expedient. Provided always that such roads and gardens shall be dedicated to the public use, and for the health, amusement and recreation of all persons residing within the settlement.

VI (A).

Land for Public Roads.

It being expedient that the ratepayers should have fuller power than they at present possess for acquiring land for new roads, extension and widening of existing roads, extension of lands already occupied by public works and for purposes of sanitation, it is hereby agreed that they shall have the following powers in addition to, and not in substitution for, those possessed by them under Regulation VI, and the powers shall be exercised in the manner following:—

In case the land required for such public purposes shall have been acquired by foreign renters before the publication of notice that

the plan referred to in that regulation is open to inspection or shall remain in the hands of the native owners, the proprietors shall for three months after the publication of such notice have the right to protest in writing and, in person or by proxy, to appear and to bring evidence before the Municipal Council to show cause why such proposed roads extension and widening of roads or extension of the public works or establishment of sanitary buildings or works should not be made or undertaken, and the council shall hear and decide the matter.

After the said period of three months from such publication and in case such protest be overruled and in case such foreign renters or native owners as the case may be are unwilling to surrender to such public uses the land so required, then the Municipal Council may after the expiry of four months and within one year from the publication of notice of such plan apply to the land commissioners, to be appointed as hereinafter mentioned, and the said land commissioners shall after hearing the parties, and calling for evidence determine the compensation (if any) to be paid or given for the land so required and for the buildings (if any) thereon and in respect of any tenancy of the said land and buildings respectively, taking into account the increase or decrease in value of the remainder of the property, and surrender of the land (notwithstanding the restrictive words contained in Regulation VI) on the terms of the award and finding of the land commissioners, shall in case of need, be enforced by the court or courts having jurisdiction over the owners and occupiers of the land.

The land commissioners shall be three in number and shall be appointed: one by the council not later than the 15th January in each year; and one by the registered owners of land in the settlement who pay taxes of 10 taels per annum or upwards, and who shall vote by ballot at the Council Office on the same days as those appointed for the election of members of council. Any two land-owners qualified to vote being entitled to nominate candidates for the position by sending the names to the council one week before the election takes place, and the council shall cause the names of all such nominees to be exhibited in the office on the day of the poll. If only one name be suggested, then that person shall be the commissioner without a poll. The third commissioner shall be elected by resolution of a meeting of ratepayers. Any two ratepayers qualified to vote being entitled to nominate candidates for the position by sending in the names to the council one week before any meeting of ratepayers; and the council shall cause the names of all such candidates to be published with the notices of motions for the meeting. Should no name be duly sent in, any qualified candidate may be proposed, seconded and elected at the meeting.

All three commissioners shall go into office on the day after the annual meeting of ratepayers and go out of office on the day after the next annual meeting, except as to matters then pending before them which they shall have power to complete.

No one who is a salaried official of the council shall be eligible as a commissioner.

Vacancies occurring during the year shall be filled by appointment or election by the party who appointed the commissioner whose place shall have become vacant—a special meeting of ratepayers being called if necessary.

The commissioners shall make their award within a month from the time they are applied to or within such time as they or a majority of them may extend it to.

The expenses of the land commissioners shall be defrayed out of the public funds, the fees of the commissioners being either regulated by the Municipal Council in accordance with the time engaged on the duties, or fixed beforehand.

VI (B).

Railways.

In the event of the Imperial Railway Administration or any other duly authorised person or corporation desiring to acquire land by compulsory purchase in the settlement for the purpose of constructing a railway the said administration, person or corporation shall deliver to the Municipal Council a plan of the line showing the land required and showing the manner in which public roads are to be dealt with, and whether they are to be crossed by bridges or on the level, and giving such other information as will enable the council to see how public rights will be affected, and if the Municipal Council signify their approval of the scheme, the said administration, person or corporation shall be entitled to acquire the land in the same manner and subject to the same conditions as those under which the Municipal Council acquire land for public purposes. Provided that the compensation awarded shall be the fair market value of the property acquired to be ascertained by the land commissioners with an addition of 25 per cent. for compulsory sale and such further sums as the court may determine to be the amount of damage (if any) caused to the remainder of the property by severance or otherwise and the amount of the damage (if any) sustained by the owner or occupier for loss of business, expenses of removal or other like causes.

VI (C).

Construction of New Roads.

When the council shall have acquired any land for the purpose of making new roads (which expression shall include extensions of any existing roads) and shall consider it expedient in the public interest to make up any new road under this regulation over such land, they shall before proceeding to do so insert at least once in a daily newspaper, published in Shanghai, in the English language a notice of their intention so to do and give a similar notice to the foreign renters (if any) of the land fronting, joining, or abutting on such proposed new road. And shall forthwith cause to be prepared plans and sections of such new road and a detailed estimate of the cost of levelling, paving, metalling, sewerage, culverting and completing such new road, and such plans, sections

and estimates shall be deposited for public inspection in the office of the surveyor of the council. And the foreign renters (if any) of the lands immediately fronting, joining or abutting on such new road shall for the period of three calendar months after the giving of such notice have the right to protest in writing and in person or by proxy to appear and bring evidence before the council to show cause why such proposed new road should not be made, and the council shall hear and decide such matter.

After the said period of three calendar months shall have elapsed and in case such protest (if any) shall have been overruled, the council may, after four and within twelve calendar months from the giving of such notice as aforesaid, proceed to level, pave, metal, sewer, culvert and complete such new road, and not more than two-thirds of the total cost and expenses properly incurred by them in so doing shall be paid by those persons who shall at the time of the giving of such notice be and those who shall afterwards become foreign renters of land immediately fronting, joining or abutting on such new road—but so that the aggregate number of such foreign renters on either side of such new road respectively shall not pay more than one-third of such total cost and expenses in such proportion as the council may determine. Provided that any such foreign renter dissatisfied (as regards the amount payable by him) with the apportionment as settled by the council shall, during a period of three calendar months from the date of the first publication of such apportionment, have a right of appeal therefrom to the land commissioners, who shall be entitled to take into consideration the degree of benefit accruing by reason of such new road to and the depth of frontage of the land in respect of which such appeal is made as compared with adjoining lands and also the irregular or peculiar shape of such land and all other circumstances of the case, and shall determine such appeal and (as regards the appellant and the lands in respect of which the appeal is made) affirm or reduce the apportionment settled by the council as they shall consider just.

When the council have incurred expenses for the repayment whereof or any part whereof any foreign renter is made liable under this regulation in respect of any premises, such expenses may be recovered from any person who is the foreign renter of such premises for the time being, and until recovery of such expenses, the same shall be a charge on such premises, and in such premises for the time being, and until recovery of such costs and expenses from any foreign renter, the certificate of the council for the time being, or if the matter is referred to the land commissioners for the time being, the certificate of such land commissioners shall be conclusive evidence as to the amount payable by such foreign renter.

VII.

Boundary Stones to be placed.

When land is rented, stones having the number of the lot distinctly cut thereon, in English and Chinese, must be placed to

define the boundaries thereof, under the supervision of the consul applying for the land, and of the Chinese local authorities. A time will be named for the boundary stones to be fixed, in the presence of an officer deputed by the consul, of the Tapaou of the district, and of the Chinese proprietors and the renter, in such manner that they may not interfere with the lines of road, or the boundaries; or in any other way give cause for litigation and dispute hereafter.

VIII.

Chinese Government Land Tax, when payable.

The annual rent on all lands leased by foreigners reserved to the Chinese Government shall be payable in advance on the 15th day of the 12th moon of each year. And all rent in arrear and unpaid on that day shall be recoverable in a summary manner, on the complaint of the intendant of circuit in the court of the consular representative of the defaulting renter.

IX.

Roads and Jetties, Assessment on Land and Houses; Rates, Dues and Taxes. Consuls to fix Days for Election of Council. Calling Meeting of Ratepayers.

It being expedient and necessary for the better order and good government of the settlement that some provision should be made for the appointment of an executive committee or council, and for the construction of public works, and keeping the same in repair; and for cleaning, lighting, watering and draining the settlement generally; establishing a watch or police force therein; purchasing and renting lands, houses and buildings for municipal purposes; paying the persons necessarily employed in any municipal office or capacity, and for raising money when necessary by way of loan or otherwise for any of the purposes aforesaid, the foreign treaty consuls, or a majority of them, shall during the month of February or March in each year, and so early in the same as possible, fix the day for the election of the executive committee or council, in manner hereinafter provided, giving fourteen days' notice of the same, and shall also during the said months give notice of a public meeting to be held within twenty-one days of such notice, to devise ways and means of raising the requisite funds for these purposes; and it shall be competent to such meeting duly assembled, or a majority thereof, including proxies for absent owners of land, to impose and levy rates and issue licences for the purposes mentioned in the bye-laws, and to declare an assessment in the form of a rate to be made on the said land or buildings; provided always that the proportion between the tax on land, and on houses or buildings, shall not exceed one-twentieth of 1 per cent. on the gross value of land to 1 per cent. on the annual rental of houses; and it shall also be competent to the said meeting, or a majority thereof as aforesaid, to impose other rates and taxes in the form of dues on all goods passed

through the Chinese Custom House by any person or persons resident within the said limits, or landed, shipped, or transhipped at any place within the said limits; provided the said rates or taxes levied in the form of dues shall in no case exceed the amount of one-tenth of 1 per cent. on the value of the goods so passed, landed, shipped or transhipped, and in such other forms as may appear requisite and necessary for the purposes aforesaid.

X.

Land Renters and others to appoint Committee or Council.

And whereas it is expedient that the said land renters, and others entitled to vote, on the terms hereinafter mentioned in public meeting duly assembled, under and in accordance with the provisions of the preceding article, should appoint in the mode hereinafter provided an executive committee or council, to consist of not more than nine nor less than five persons, for the purpose of levying the rates, dues and taxes hereinbefore mentioned, and applying the funds realised from the same for the purposes aforesaid, and for carrying out the regulations now made. Be it further ordered that such committee, when appointed, shall have full power and authority to levy and apply such rates, dues and taxes for the purposes aforesaid, and shall have power and authority to sue for all arrears of such rates, dues and taxes, and recover the same from all defaulters in the courts under whose jurisdiction such defaulters may be, and shall also have power to enter and distrain on lands and tenements, and to seize and sell goods in respect of which rates, dues and taxes are in arrear or unpaid.

XI.

Committee or Council have Power to make Bye-laws.

When in pursuance of these regulations the above-mentioned committee or council shall have been duly elected, all the power, authority and control conferred by the bye-laws now sanctioned and annexed to these regulations, and all the rights and property which by such bye-laws are declared to belong to any committee or council elected as aforesaid, shall vest in and absolutely belong to such committee or council, and to their successors in office, and such successors as are duly elected; and such committee shall have power and authority from time to time to make other bye-laws for the better enabling them to carry out the object of these regulations, and to repeal, alter, or amend any such bye-laws, provided such other bye-laws be not repugnant to the provisions of these regulations, and be duly confirmed and published; and provided also that no bye-laws made by the committee under the authority of these regulations, except such as relate solely to their council or their officers or servants, shall come into operation until passed and approved by the consuls and Ministers of foreign Powers having treaties, or a majority of them, and the ratepayers in special meeting assembled; of which meeting, and the object of it, ten days' notice shall be given.

XII.

Auditing Accounts.

And whereas it is also expedient that due provision should be made for the auditing of the accounts of the said committee, and for the obtaining the approval and sanction of them by the rate-payers in public meeting duly assembled: Be it ordered that the result of the said audit shall be made known, and the said sanction and approval shall be made at the annual public meeting convened by the consuls as hereinbefore mentioned.

XIII.

Suing Defaulters.

And it is further ordered that it shall be lawful for the said committee, or their secretary, to sue all defaulters in the payment of all assessments, rates, taxes, and dues whatsoever, levied under these regulations, and of all fines and penalties leviable under the bye-laws annexed to them, in the consular or the courts under whose jurisdiction such defaulters may be, and to obtain payment of the same by such means as shall be authorised by the courts in which such defaulters are sued. Provided that in case the committee or council shall be unable to discover the owner of goods in respect of which assessments, rates, dues or taxes are in arrear or unpaid, or whose said owner shall be beyond the jurisdiction of the consular or judicial authorities, or where any one or more of the said defaulters or owners, shippers or consignees of goods refusing to pay have no consular representatives at Shanghai, the said committee shall, with the consent of the local authorities, be at liberty to detain and sell such portion of the goods, or use such other means as, with the consent of the local authorities, may be necessary to obtain such payment of such assessments, rates, taxes, dues, fines and penalties or in respect of land or house assessment, to distrain on the land or houses to such extent as may be required to satisfy such assessment or dues.

XIV.

Recovery of Penalties under Bye-laws.

Be it also further ordered that any penalty or forfeiture or fees on licences provided for in the bye-laws framed under the authority of these regulations, and imposed in pursuance of such bye-laws, may be recovered by summary proceedings before the proper consular or other authority, and it shall be lawful for such authority, upon conviction, to adjudge the offender to pay the penalty or incur the forfeiture as well as the costs attending the conviction, as such authority may think fit. All fines and penalties levied under these regulations and the bye-laws framed and to be framed under them, shall be carried to the credit of the committee in diminution of the general expenditure authorised by the provisions of these regulations.

XV.

Consuls may at any time call Meeting of Land Renters and Others.

Be it further ordered that it shall be competent for the foreign consuls, collectively or singly, when it may appear to them needful, or for the electors, provided not less than twenty-five agree in writing so to do, to call a public meeting at any time, giving ten days' notice of the same, setting forth the business upon which it is convened, for the consideration of any matter or thing connected with the municipality. And all resolutions passed by a majority at any such public meeting, including proxies for absent owners of land, on all such matters as aforesaid, shall be valid and binding upon the whole of the said electors, if not less than one-third of the electors are present or represented. At such meeting the senior consul present shall take the chair, and in the absence of a consul, then such elector as the majority of voters present may nominate. In all cases in which electors in public meeting assembled, as herein provided, decide upon any matter of a municipal nature, not already enumerated, and affecting the general interests, such decision shall first be reported by the chairman to the consuls, for their concurrence and approval, and unless such approval be given, such resolution shall not be valid and binding. Provided always that a term of ten days shall elapse between the date of the resolution and the signification of approval by the consuls, during which time any person considering himself prejudiced in property or interests by the resolution may represent his case to the consuls for their consideration. After the expiration of the term of two months the consular approval, if signified, shall be considered binding.

XVI.

Cemeteries for Foreigners, Chinese Graves.

Within the said limits, lands may be set apart for foreign cemeteries. In no case shall the graves of Chinese on land rented by foreigners be removed, without the express sanction of the families to whom they belong, who also, so long as they remain unmoved, must be allowed every facility to visit and sweep them at the established period, but no coffins of Chinese must hereafter be placed within the said limits, or be left above ground.

XVII.

Breach of Regulations.

Hereafter, should information of a breach of these regulations be lodged with any foreign consul, or should the local authorities address him thereon, he may in every case within his jurisdiction summon or cause to be summoned the offender before him and, if convicted, punish him or cause him to be punished summarily, either by a fine not exceeding 300 dollars, or by imprisonment not exceeding six months, or in such other manner as may seem just. Should any foreigner, who has no consular authority at Shanghai, commit a breach of the said regulations, then and in

such case the Chinese chief authority may be appealed to by the council, through one or more of the foreign consuls, to uphold the regulations in their integrity, and punish the party so infringing them.

XVIII.

Nomination and Voting for Council.

It shall be competent to any two persons, being foreigners, entitled to vote, to nominate any duly qualified person for election as a member of the council, and all such nominations shall be sent in, in writing, with the signature of the proposer and seconder, as also the written assent to serve of the candidates proposed, at least seven days before the day appointed for the election, to the secretary or other officer appointed by the existing council to receive such nomination.

On the day after the expiration of the time allowed for sending in such nominations, as aforesaid, the existing council shall cause a list of the ratepayers proposed for election to be advertised in the public journals, and shall likewise cause such list to be exhibited thenceforward, until the day of election, in the council room and other public places.

On the day appointed for the election, should the number of ratepayers proposed for election as councillors exceed nine, two officers appointed by the existing council for the purpose shall attend at the place appointed for the election, to receive the votes of the ratepayers. These officers shall be provided with a list of all the ratepayers duly qualified to vote, and shall give to each such ratepayer as may be present and may require it a voting card or paper containing a list of the ratepayers proposed for election. The voter shall then mark on such voting lists the names of any number of persons, not exceeding nine, for whom he intends to vote, and shall deposit the list signed by himself with his own name so marked, in a closed box provided for the purpose of receiving such list.

The poll shall remain open for two consecutive days, from 10 A.M. to 3 P.M., at which hour on the second day the poll shall be closed. Immediately upon the close of the poll two scrutineers appointed by the council shall without delay proceed to open the box or boxes, examine the voting lists, and declare the names of the nine ratepayers who have the greatest number of votes, and who shall thereupon be considered duly elected as the council for the ensuing municipal year.

Should the number of names proposed for election be exactly nine, or less than nine and more than four, it shall not be necessary to have a poll; but, on the day after the expiration of the time appointed for sending in nominations, the existing council shall advertise and make known the names of the nine or lesser number of ratepayers proposed, and they shall be considered to be duly elected as the council for the ensuing municipal year.

Should the number of names proposed for election be less than five, then on the day after the expiration of the time appointed for sending in nominations, the existing council shall advertise and

make known the names of the ratepayers, to be held on the day appointed for the election, at which meeting the ratepayers present shall proceed to elect, either by ballot or otherwise, as they may then decide, as many more ratepayers as may be requisite to make the number before proposed up to five at the least, and such five or more ratepayers shall be considered duly elected as the council for the ensuing municipal year.

XIX.

Election of Council and Qualifications of Voters at Public Meetings

Every foreigner, either individually or as a member of a firm, residing in the settlement, having paid all taxes due, and being an owner of land of not less than 500 taels in value, whose annual payment of assessment on land or houses or both, exclusive of all payments in respect of licences, shall amount to the sum of 10 taels and upwards, or who shall be a householder paying on an assessed rental of not less than 500 taels per annum and upwards, shall be entitled to vote in the election of the said members of the council and at the public meetings. Provided always that the proxies of ratepayers only who are absent from the consular district of Shanghai or are prevented by illness from attending shall be admitted to vote at such meetings. And no one shall be qualified to be a member of the said council unless he shall pay an annual assessment, exclusive of licences, of 50 taels, or shall be a householder paying on an assessed rental of 1,200 taels per annum. Provided always that this clause shall not entitle any firm to more than one vote.

A list of persons duly qualified to vote according to the regulations to which these bye-laws are appended shall be kept at the office of the council, and such list shall be revised and corrected by the secretary of the council on the 1st day of December in each year, or so soon after as may be convenient, and published for the information of the public in such manner as the council for the time being shall think proper.

XX.

Vacancies.

In case of a vacancy or vacancies occurring during their tenure of office, the existing council shall have the power to fill up such vacancy or vacancies by the vote of the majority of the council, providing such vacancies do not exceed three in number.

Should the vacancies exceed three, an election of the whole number of new members who have not been originally elected shall be called in the manner previously provided for by article XVIII.

XXI.

Tenure of Office.

The council shall enter upon their office as soon as the accounts of the retiring committee shall have been audited and passed at the annual meeting mentioned in articles IX and XII, and shall

remain in office until their own accounts have been duly audited and accepted, and their successors assume direction. At their first meeting the new council shall elect a chairman and vice-chairman, who shall hold office for one year. In their temporary absence, the members present at any meeting of the council shall elect their chairman for such meeting.

XXII.

Questions and Quorum.

On all questions in which the members of the council present are equally divided in opinion, the chairman shall have a second or casting vote. Three members of the council shall constitute a quorum for the despatch of business.

XXIII.

Committees.

The council may from time to time appoint out of their own body such and so many committees, consisting of such number of persons as they shall think fit, for all or any of the purposes wherein they are empowered to act, which in the discretion of the council would be better regulated and managed by means of such committees; and may fix the quorum of such committees.

XXIV.

Officers.

The council may from time to time appoint such officers and servants as they think necessary for carrying out these regulations, and fix the salaries, wages and allowances of such officers and servants, and may pay the same out of the municipal funds and make rules and regulations for the government of such officers and servants, and may discontinue or remove any of them from time to time as they shall think fit. Provided always that no officers shall be appointed for any longer period than three years, unless the said appointment, together with the salary appertaining thereto, be sanctioned by a public meeting of the electors duly convened.

XXV.

Funds.

The council shall administer the municipal funds for the public use and benefit, at their discretion, with due regard to the budget passed, provided they do not exceed the sum voted at the annual meeting, or any special meeting called to vote expenses, and a statement shall be drawn up by them at the end of each year for which the council has been elected, showing the nature and amount of the receipts and disbursements of the municipal funds for that year, and the said statement shall be published for general information, at least ten days previous to the annual meeting hereinbefore mentioned.

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XXVI.

Persons acting in Execution of these Regulations not to be personally liable.

No matter or thing done, or contract entered into, by the council, nor any matter or thing done by any member thereof, or by the secretary, surveyor, superintendent of police, or other officer or person whomsoever, acting under the direction of the council, shall, if the matter or thing were done, or the contract entered into *bonâ fide* for the purpose of executing these regulations, subject them, or any of them, personally to any action, liability, claim or demand whatsoever; and any expense properly and with due authority incurred by the council, members, secretary, surveyor, superintendent of police, or other officer or person acting as last aforesaid, shall be borne and repaid out of the rates levied under the authority of these regulations.

XXVII.

Council, how to be Sued.

And be it further ordered that the executive committee or council may sue and be sued in the name of their secretary for the time being or in their corporate capacity or character as "Council for the Foreign Community of Shanghai," and such committee, council or secretary shall have all the rights and privileges which private complainants have, to recover and enforce judgments obtained by them, and shall also incur the obligations which private defendants have in proceedings at law or suits in equity commenced against them, provided that the individual members of the council or their secretary shall not be personally responsible, but only the property of the council, and all proceedings against the said council or their secretary shall be commenced and prosecuted before a "Court of Foreign Consuls," which shall be established at the beginning of each year by the whole body of treaty consuls.

XXVIII.

Amendment of Regulations hereafter.

Hereafter should any corrections be requisite in these regulations, or should it be necessary to determine on further rules, or should doubts arise as to the construction of, or powers conferred thereby, the same must be consulted upon and settled by the foreign consuls and local Chinese authorities, subject to confirmation by the foreign representatives and supreme Chinese Government at Peking.

XXIX.

Land Renters and Ratepayers to mean "Electors."

That the words "renters of land and ratepayers," wherever they occur in the foregoing regulations, shall, where not otherwise indicated by the connection in which they occur, be taken to mean electors entitled to vote according to the terms of article XIX.

XXX.

Buildings.

The council may from time to time make rules with respect to the structure of walls, foundations, roofs and chimneys of new buildings for securing stability and the prevention of fires, and for purposes of health, with respect to the sufficiency of the space about buildings to secure a free circulation of air, and with respect to the ventilation of buildings, with respect to the drainage of buildings, to water-closets, earth-closets, privies, ashpits and cesspools in connection with buildings, and to the temporary or permanent closing of buildings or parts of buildings unfit for human habitation, and to prohibition of their use for habitation. And they may further provide for the observance of such rules by enacting therein provisions as to notices, as to the deposit of plans and sections by persons intending to construct buildings, and as to inspection by the council; and the council may remove, alter or pull down any work begun or done in contravention of such rules or of any bye-law of the council. Provided always that no such rules shall come into operation until they have been submitted to the land commissioners for their opinion, though they shall not be subject to their veto, and until six months after publication.

BYE-LAWS.

(Annexed to the Land Regulations for the Foreign Settlement of Shanghai.)

I.

Control and Management of Sewers and Drains.

The entire control and management of all public sewers and drains within the limits of these regulations, and all sewers and drains in and under the streets, with all the works and materials thereunto belonging, whether made at the time these regulations become valid or at any time thereafter, and whether made at the cost of the council or otherwise, shall vest in and belong to the council.

II.

Power to make Sewers and Drains.

The council shall from time to time cause to be made under the streets such main and other sewers as shall be necessary for the effectual draining of the town or district within such limits, and also all such reservoirs, sluices, engines, and other works as shall be necessary for cleaning such sewers, and if needful they may carry such sewers through and across all or any of the streets, doing as little damage as may be, and making compensation, to be determined by arbitration, or recoverable in the manner provided by these regulations, for any damage done; and if for completing any of the aforesaid works it be found necessary to carry them into or through any enclosed or other

lands, the council may, after reasonable notice, carry the same into or through such lands accordingly, making compensation as aforesaid to the owners and occupiers thereof, and they may also cause such sewers to communicate with and empty themselves into the river, or they may cause the refuse from such sewers to be conveyed by a proper channel to the most convenient site for collection and sale for agricultural or other purposes, as may be deemed most expedient, but so that the same shall in no case become a nuisance.

III.

Power to enlarge and alter Sewers and Drains.

The council may from time to time, as they see fit, enlarge, alter, arch over and otherwise improve all or any of the sewers vested in them; and if any of such sewers at any time appear to them to have become useless, the council, if they think fit to do so, may demolish and discontinue such sewers, provided that it be so done as not to create a nuisance.

IV.

Penalty for making any Drain flow into a Public Sewer.

Every person, not being employed for that purpose by the council, who shall make any drain into any of the sewers or drains so vested in the council, shall forfeit to the council a sum not exceeding 100 dollars; and the council may cause such branch drain to be remade, as they think fit, and all the expenses incurred thereby shall be paid by the person making such branch drain, and shall be recoverable by the council as damages.

V.

No Person to build over any Public Sewer.

No sewer or drain shall be made, or any building be erected over any sewer belonging to the council without the consent of the council, first obtained in writing; and if after the passing of these regulations any sewer or drain be made, or any building be erected contrary to the provisions herein contained, the council may demolish the same, and the expenses incurred thereby shall be paid by the person erecting such building, and shall be recoverable as damages.

VI.

Sewers and Drains to be provided with Traps.

All sewers and drains within the limits of these regulations, whether public or private, shall be provided by the council, or other persons to whom they severally belong, with proper traps or other coverings or means of ventilation, so as to prevent stench.

VII.

Expense of maintaining and cleansing Sewers and Drains.

The expense of maintaining and cleansing all sewers, not hereinbefore provided for, shall be defrayed out of the rates and taxes to be levied under article IX of these regulations.

VIII.

Drainage.

No new building shall be erected nor shall any old building be rebuilt until arrangements shall have been made and approved whereby the land forming or to form the site thereof shall be raised to such a height having regard to the centre of the nearest public road as the Municipal Council may require, and all alleyways leading to or adjoining such buildings shall be raised and drained by the person building to the satisfaction of the Municipal Council, and whoever shall commence to erect any new building or to rebuild any old building and who shall fail to comply with the provisions of this bye-law shall be liable for every such offence to a fine not exceeding 250 dollars, and it shall be lawful for the Municipal Council to stop any such building or rebuilding until the provisions of this bye-law have been complied with.

No new building shall be erected nor shall any old building be rebuilt without such drain or drains constructed of such dimensions and materials and at such level and with such fall as may appear to the Municipal Council to be necessary and sufficient for the proper and effectual drainage of such building and its appurtenances, and if a public sewer or a sewer which the Municipal Council are entitled to use be within 100 feet of any part of the site of such building, the drain or drains so to be constructed shall lead to and communicate with such sewer in such manner as the Municipal Council may direct, or if no such sewer be within that distance, then the last-mentioned drain or drains may at the option of the person building communicate with and be emptied into the nearest of such sewers or into such covered cesspool or other place as the Municipal Council may direct, and whoever shall erect any new building or rebuild any old building or construct any drain contrary to this bye-law shall be liable for every such offence to a fine not exceeding 250 dollars, and if at any time the Municipal Council shall discover that any building, whether built before or after the passing of this bye-law, is without such a drain or drains as is or are sufficient for the proper and effectual drainage of the same and its appurtenances, and if a sewer of the Municipal Council or a sewer which they are entitled to use be within 100 feet of any part of such building, they may cause notice in writing to be given to the owner or occupier of such building requiring him within such reasonable time as shall be specified therein to construct and lay down in connection with such building one or more drain or drains communicating with such sewer of such materials and dimensions at such level and

with such falls as shall appear to be necessary, and if such notice be not complied with, the Municipal Council may, if they think fit, do the works mentioned or referred to therein, and the expenses incurred by them in so doing, if not forthwith paid by the owner or occupier, shall be defrayed by the Municipal Council, and such expenses shall be recoverable from the owner of the building as damages.

Fourteen clear days before it is intended to commence the erection of any new building or the rebuilding of any old building a block plan of the land showing the buildings to be erected thereon shall be submitted to the Municipal Council for their approval. On such plan there shall be clearly marked :—

(a.) The intended height of the land compared with the centre of the nearest public road.

(b.) The position and dimensions of all drains and sewers already constructed or intended to be constructed in connection with such buildings.

(c.) The position and dimensions of all intended fire-walls.

(d.) The height above the roadway and the width of all intended projections into or over any public road.

Within fourteen days after the said plan shall have been submitted to the Municipal Council the latter shall signify to the person submitting such plan their approval or disapproval with reasons expressed generally for any disapproval of the same, and no building operations shall be commenced until the Municipal Council have signified their approval of the said plan, it being understood that in the event of the council failing to express either approval or disapproval with reasons as above within the above-named period all parties shall be at liberty to proceed as if no such approval were required.

VIII (A).

Buildings.

When a notice, plan or description of any work is required by any rule made by the council to be laid before the council, the council shall, within fourteen days after the same has been delivered or sent to their surveyor, signify in writing their approval or disapproval, with reasons expressed generally for any disapproval of the intended work to the person proposing to execute the same.

Where the council incur expenses in or about the removal of any work executed contrary to any rule, the council may recover the amount of such expenses either from the person executing the works removed or from the person causing the works to be executed at their discretion, in the same manner as they may recover penalties under the existing bye-laws.

For the purposes of Regulation XXX the re-erecting of any building pulled down below the first floor, or of any frame building of which only the framework is left down to the first floor, or the

conversion into a dwelling-house of any building not originally constructed for human habitation, or the conversion into more than one dwelling-house of a building originally constructed as one dwelling-house only, or the increase in height of the walls of a building, shall be considered the erection of a new building.

The council may in making any rule under Regulation XXX prescribe the fine with which the contravention thereof shall be punishable, but so that such fine shall not exceed for any one offence the sum of 25 dollars or in the case of a continuing offence the sum of 10 dollars for every day during which such offence is continued.

The council may also fix the fees to be charged to the persons who submit plans and specifications under the provisions of the rules.

IX.

Council to be Surveyors of Highways.

The council, and none other, shall be surveyors of all highways within the aforesaid limits, and within those limits shall have all such powers and authorities, and be subject to all such liabilities, as any surveyors of highways are usually invested with.

X.

Management of Streets and the Repairs thereof to vest in Council.

The management of all the public streets, and the laying out and repairing thereof on passing of these regulations, or which thereafter may become public highways, and the pavements and other materials, as well in the foot-ways as carriage-ways of such public streets, and all buildings, materials, implements, and other things provided for the purposes of the said highways, shall belong to the council.

XI.

Council may stop up any Street pending Construction of a Sewer.

The council may stop any street, and prevent all persons from passing along and using the same for a reasonable time, during the construction, alteration, repair or demolition of any sewer or drain in or under such street; so long as they do not interfere with the ingress or egress of persons on foot to or from their dwellings or tenements.

XII.

Penalty on making unauthorise l Alteration in Streets.

Every person who wilfully displaces, takes up, or makes any alteration in the pavement, flags, or other materials of any street under the management of the council, without their consent in writing, or without other lawful authority, shall be liable to a penalty or fine not exceeding 25 dollars, and also a further sum not exceeding 1 dollar for every square foot of the pavement, flags, or other materials of the street so displaced, taken up, or altered.

XIII.

Council may alter Situation of Gas or Water-pipes.

For the purposes of these regulations, if the council deem it necessary to raise, sink or otherwise alter the situation of any water-pipe or gas-pipe laid in any of the streets, they may from time to time, by notice in writing, require the person or persons to whom any such pipes or works belong, to cause forthwith, as soon as conveniently may be, any such pipes or works to be raised, sunk or otherwise altered in position, in such manner as the council direct; provided that such alteration be not such as permanently to injure such works, or to prevent the water or gas from flowing as freely and conveniently as before; and the expenses attending such raising, sinking, or altering, and compensation for every damage done thereby, shall be paid by the council out of the rates and taxes levied under these regulations.

If the person or persons to whom any such pipes or works belong do not proceed forthwith, or as soon as conveniently may be after the receipt of such notice, to cause the same to be raised, sunk or altered, in such manner as the council require, the council may themselves—but then at the costs and charges of the person or persons to whom the pipes or works belong, such costs and charges to be recoverable in the same way as the penalties enacted under these bye-laws—cause such pipes or works to be raised, sunk or altered, as they think fit; provided that such works be not permanently injured thereby, or the water or gas prevented from flowing as freely and conveniently as before.

XIV.

Water-spouts to be affixed to Houses or Buildings.

The occupier of every house or building in, adjoining or near to any street shall, within fourteen days next after service of an order of the council for that purpose, put up and keep in good condition a shoot or trough of the whole length of such house or building, and shall connect the same either with a similar shoot on the adjoining house, or with a pipe or trunk to be fixed to the front or side of such building from the roof to the ground to carry the water from the roof thereof in such manner that the water from such house or any projection therefrom shall not fall upon the persons passing along the street, or flow over the foot-path, and in default of compliance with any such order within the period aforesaid, such occupier shall be liable to a penalty or fine not exceeding 10 dollars for every day that he shall so make default.

XV.

Penalty for not lighting Deposits of Building Materials or Excavations.

When any building materials or other things are laid, or any hole made in any of the streets, whether the same be done by order of the council or not, the person or persons causing such materials or other things to be so laid, or such hole to be made, shall at his

own expense cause a sufficient light to be fixed in a proper place upon or near the same, and continue such light every night from sun-setting to sun-rising, while such materials or hole remain; and such person shall at his own expense cause such materials or other things and such hole to be sufficiently fenced and enclosed until such materials or other things are removed, or the hole filled up or otherwise made secure; and every such person who fails so to light, fence or enclose such materials or other things or such hole shall for every such offence be liable to a penalty or fine not exceeding 25 dollars, and a further penalty or fine not exceeding 10 dollars for every day while such default is continued.

XVI.

Penalty for continuing Deposits of Building Materials or Excavations an unreasonable Time.

In no case shall any such building materials or other things or such hole be allowed to remain for an unnecessary time, under a penalty or fine not exceeding 25 dollars, to be paid for every such offence by the person who causes such materials or other things to be laid, or such hole to be made, and a further penalty or fine not exceeding 10 dollars for every day during which such offence is continued after the conviction of such offence, and in any such case the proof that the time has not exceeded the necessary time shall be upon the person so causing such materials or other things to be laid, or causing such hole to be made.

XVII.

Dangerous Places to be repaired or enclosed.

If any building, or hole, or other place near any street be, for want of sufficient repair, protection or enclosure, dangerous to the passengers along such street, the council shall cause the same to be repaired, protected, or enclosed so as to prevent danger therefrom, and the expenses of such repair, protection or enclosure shall be repaid to the council by the owner of the premises so repaired, protected or enclosed, and shall be recoverable from him as damages.

XVIII.

Cleansing Streets.

The council shall cause all the streets, together with the foot pavements, from time to time to be properly swept and cleansed, and all dust and filth of every sort found thereon to be collected and removed, and shall cause all the dust, ashes, and rubbish to be carried away from the houses and tenements of the inhabitants of the town and district within such limits, at convenient hours and times, and shall cause the privies and cesspools within the said town or district to be from time to time emptied and cleansed in a sufficient and proper manner.

XIX.

Council may compound for sweeping Footways.

The council may compound, for such time as they think fit, with any person liable to sweep or clean any footway under the provision of these regulations, for sweeping and cleaning the same in the manner directed by these regulations.

XX.

Ruinous Buildings.

If any building or wall be deemed by the surveyor of the council to be in a ruinous state, and dangerous to passengers or to the occupiers of the neighbourhood, such surveyor shall immediately make complaint thereof to the consul of the nation of the person or persons to whom the building belongs, and it shall be lawful for such consul to order the owner, or in his default the occupier (if any), of such building, wall or other thing, to take down, rebuild, repair or otherwise secure to the satisfaction of such surveyor, within a time to be fixed by such consul, and in case the same be not taken down, repaired, rebuilt, or otherwise secured within the time so limited, or if no owner or occupier can be found on whom to serve such order, the council shall with all convenient speed cause all or so much of such building, wall or other thing, as shall be in a ruinous condition and dangerous as aforesaid, to be taken down, repaired, rebuilt, or otherwise secured, in such manner as shall be requisite, and all the expenses of putting up every such fence, and of taking down, repairing, rebuilding, or securing such building, wall, or other thing shall be paid by the owner or owners thereof.

XXI.

Expenses of Removal of Ruinous Buildings.

If such owner or owners can be found within the said limits, and if on demand of the expenses aforesaid, he neglect or refuse to pay the same, then such expenses may be levied by distress, and the consul, on the application of the council, may issue his warrant accordingly.

XXII.

When Owners of Ruinous Buildings cannot be found.

If such owner cannot be found within such limits, or sufficient distress of his goods and chattels within such limits cannot be made, the council, after giving twenty-eight days' notice of their intention to do so, by posting a printed or written notice in a conspicuous place on such building or on the land whereon such building stood, and by giving notice in the local newspapers under the head of "Municipal Notification," may take such building or land, sell the same by public auction, and from and out of the proceeds of such sale may reimburse themselves for the outlay incurred, or the council may sell the materials thereof, or so much of the same as shall be pulled down, and apply the proceeds of such sale in payment.

of the expenses incurred in respect of such house or building; and the council shall restore any overplus arising from such sale to the owner of such house or building, on demand; nevertheless, the council, although they sell such materials for the purpose aforesaid, shall have the same remedies for compelling the payment of so much of the said expense as may remain due after the application of the proceeds of such sale as are hereinbefore given to them, for compelling the payment of the whole of the said expenses.

XXIII.

Projections of Houses to be removed on Notice.

The council may give notice to the occupier of any house or building to remove or alter any porch, verandah, shed, projecting window, step, cellar, cellar-door, or window, sign, sign-post, sign-iron, show-board, window-shutter, wall, gate, or fence, or any other obstruction or projection erected or placed against or in front of any house or building within such limits, and which is an obstruction to the safe and convenient passage along any street; and such occupier shall, within fourteen days after the service of such notice upon him, remove such obstruction or alter the same in such manner as shall have been directed by the council, and in default thereof shall be liable to a penalty or fine not exceeding 10 dollars, and the council in such case may remove such obstruction or projection, and the expense of such removal shall be paid by the occupier so making default, and shall be recoverable as damages. Provided always, that in the case in which such obstructions or projections were made or put up by the owner, the occupier shall be entitled to deduct the expense of removing the same from the rent payable by him to the owner of the house or building.

XXIV.

Obstruction of Streets.

Every person who shall obstruct the public roads or foot-paths, with any kind of goods or building materials, shall be liable to a penalty or fine not exceeding 10 dollars for every twenty-four hours of continued obstruction, and after the first twenty-four hours notice shall be given by the council to the owner of the same, or the person using, employing or having control over the same, or in the absence of any such person, or inability on the part of the council to discover such owners and persons, then it shall be lawful for the council to remove and retain the same until the expense of such removal shall have been repaid, and the council may recover the expense of such removal as damages; and the council may, after the lapse of a reasonable time, sell the same, holding the balance (if any), after payment of penalties, expenses, and costs, to the use of the person entitled to the same. And it shall be competent to the council to charge for hoardings or scaffoldings which it may be found necessary for the safety of the public to

place round buildings in course of erection, interfering with the public highway, should the owners or others refuse or neglect to provide the same.

XXV.

Cleansing Streets.

All occupiers of land and houses shall cause the foot pavements in front of their houses to be swept and cleansed whenever occasion shall require, after the receipt of notice served upon them, and they shall also cause to be swept and cleansed all gutters, surface drains in the front, side or rear of their premises, and remove all accumulations of soil, ashes or rubbish; and every such occupier making default herein shall for every offence be liable to a penalty or fine not exceeding five dollars, and for the purpose aforesaid when any house shall be let in apartments the person letting the same shall be deemed the occupier.

XXVI.

Conveyance of Offensive Matter.

The council may, from time to time, fix the hours within which only it shall be lawful to empty privies or remove offensive matter within such limits, and when the council have fixed such hours, and given public notice thereof, every person who within such limits empties or begins to empty any privy, or removes along any thoroughfare within such limits any offensive matter, at any time, except within the hours so fixed; and also every person who at any time, whether such hours have been fixed by the council or not, use for any such purpose any utensil or pail or any cart or carriage not having a covering proper for preventing the escape of the contents of such cart, or of the stench thereof, or who wilfully slops or spills any such offensive matter in the removal thereof, or who does not carefully sweep and clean every place in which any such offensive matter has been placed, or unavoidably slopped or spilled, shall be liable to a penalty or fine not exceeding 10 dollars, and in default of the apprehension of the actual offender the driver or person having the care of the cart or carriage employed for any such purpose shall be deemed to be the offender.

XXVII.

Stagnant Pools.

No person shall suffer any offensive waste or stagnant water to remain in any cellar or other place within any house belonging to or occupied by him or within or upon any waste land belonging to or in his occupation within such limits, so as to be a nuisance, and every person who shall suffer any such water to remain for forty-eight hours after receiving notice of not less than forty-eight hours from the council to remove the same, and every person who allows the contents of any privy or cesspool to overflow or soak therefrom, to the annoyance of the occupiers of any adjoining property, or who keeps any pig or pigs within any

dwelling-house, within such limits, so as to be a nuisance, shall for every such offence be liable to a penalty or fine not exceeding 10 dollars, and to a further penalty or fine not exceeding 2 dollars for every day during which such nuisance continues; and the council may drain and cleanse out any stagnant pools, ditches or ponds of water within such limits, being a nuisance, and abate any such nuisance as aforesaid, and for that purpose may enter, by their officers and workmen, into and upon any building or land within such limits at all reasonable times, and do all necessary acts for any of the purposes aforesaid; and the expenses incurred thereby shall be paid by the person committing such offence—or occupying the building or land whence such annoyance proceeds, and if there be no occupier, by the owner of such building or land—and shall be recoverable as damages.

XXVIII.

Accumulation of Refuse.

If the dung or soil of any stable, cow-house, or pig-stye, or other collection of refuse matter, elsewhere than in any farm-yard, be at any time allowed to accumulate within such limits for more than seven days, or for more than two days after a quantity exceeding 1 ton has been collected in any place not allowed by the council, such dung, soil or refuse, if not removed within twenty-four hours after notice from any officer of the council for that purpose, shall become the property of the council, and they, or any person with whom they have at the time any subsisting contract for the removal of refuse, may sell and dispose of the same, and the money thence arising shall be applied towards the purposes of the council, or they may recover the expense of such removal from the occupier of the building or land as damages.

XXIX.

Certificate of the Officer of Health.

If at any time the Officer of Health or if for the time being there be no Officer of Health, any two surgeons or physicians, or one surgeon and one physician, residing within such limits certify under his or their hands to the council that any accumulation of dung, soil, or filth, or other noxious or offensive matter, within such limits, ought to be removed, as being injurious to the health of the inhabitants, the secretary of the council shall forthwith give notice to the owner or reputed owners of such dung, soil or filth, or to the occupier of the land where the same are, to remove the same within twenty-four hours after such notice; and, in case of failure to comply with such notice, the said dung, soil or filth shall thereupon become vested in the council, and they, or any person with whom they have at that time contracted for the removal of all such refuse, may sell and dispose of the same, and the money thence arising shall be applied towards the purposes of the council, and they may recover the expense of such removal from such occupier or owner in the same manner as damages.

XXX.

Houses to be Whitewashed and Purified.

If at any time the Officer of Health, or if for the time being there be no Officer of Health, any two surgeons or physicians, or one surgeon and one physician, residing within such limits, certify under his or their hands to the council that any house or part of any house or building within such limits is in such a filthy or unwholesome condition that the health of the inmates or of the neighbours is thereby affected or endangered, or that the whitewashing, cleansing or purifying of any house or building, or any part thereof, would tend to prevent or check infectious or contagious disease therein, or that any drain, privy or cesspool is in such a defective state that the health of the neighbours is thereby affected or endangered, the council shall order the occupier of such house or part thereof to whitewash, cleanse and purify the same, and the owner of such drain, privy or cesspool to amend the condition thereof, in such manner and within such time as the council deem reasonable; and if such occupier or owner do not comply with such order he shall be liable to a penalty or fine not exceeding 10 dollars for every day's neglect thereof; and in such case the council may cause such house or any part thereof to be whitewashed, cleansed and purified, or the condition of such drain, privy or cesspool to be amended, and may recover the expense thereof from such occupier or owner in the same manner as damages.

XXXI.

Council may order Nuisances to be abated.

If any candle-house, melting-house, melting-place or soap-house, or any slaughter-house, or any building or place for boiling offal or blood, or for boiling or crushing bones, or any pig-stye, necessary house, dunghill, manure heap, or any manufactory, building or place of business within such limits be at any time certified to the council by the Inspector of Nuisances, or Officer of Health, or if for the time being there be no Inspector of Nuisances or Officer of Health, by any two surgeons or physicians, or one surgeon and one physician, to be a nuisance or injurious to the health of the inhabitants, the council shall direct complaint to be made before the consul of the nation of the person by or on whose behalf the work complained of is carried on, and such consul shall enquire into such complaint, and may, by an order in writing under his hand, order such person to discontinue or remedy the nuisance within such time as to him shall appear expedient. Provided always that if it appear to such consul that in carrying on any business complained of the best means then known to be available for mitigating the nuisance, or the injurious effects of such business, have not been adopted, he may suspend his final determination, upon condition that the person so complained against shall undertake to adopt within a reasonable time such means as the said consul shall judge to be practicable, and order to be carried into

effect for mitigating or preventing the injurious effects of such business.

XXXII.

Obstruction of Scavengers.

Every occupier of any building or land within such limits, and every other person who refuses to permit the scavengers employed by the council to remove such dirt, ashes or rubbish as by these bye-laws they are authorised to do, or who obstructs the said scavengers in the performance of their duty, shall, for every such offence, be liable to a penalty or fine not exceeding 25 dollars.

XXXIII.

Building Operations.

No person shall undertake any building operations, whether temporary or permanent; or undertake any structural alterations or repairs to any building or structure or any work involving the placing of ladders in any municipal road or alley; or erect any straw or matting shed, bamboo or other buildings of a like nature; or undertake any bunding on any creek; or remove mud from any creek or foreshore; or open up any municipal road or alley; or erect any fences, hoardings, signboards or other structures abutting on any municipal road or alley; or erect any matsheds, sunshades, lamps or other structures in such a manner as to overhang any municipal road or alley or undertake the landing of any building materials at any municipal pontoon, jetty or road in each or any of the above cases within such limits without a permit first obtained therefore from the Municipal Council.

Any person offending against or infringing any provision of this bye-law or any condition appearing in any such permit as aforesaid shall be liable for every offence to a fine not exceeding 100 dollars or, in default of payment, to imprisonment for a period not exceeding one month, or to any such other penalty as shall be prescribed by the law to which such person is amenable.

XXXIV.

Licensed Occupations.

No person shall keep a fair, market, Chinese club, lodging house, music hall, theatre, circus, cinematograph, eating house, or other place of refreshment or public entertainment, hotel, tavern, billiard, bowling or dancing saloon, brothel, pawnshop, Chinese money exchange or cash shop, Chinese goldsmith's or silversmith's shop, dairy, laundry, bakery, slaughterhouse, livery stable, public garage, pen for cattle, pigs, sheep or goats; or sell or keep a shop, store, stall or place for the sale of clothing, wines, spirits, beer or other alcoholic beverages, or any noxious drugs and poisons, proprietary or patent medicines, butcher's meat, poultry, game, fish, fruit, ice, vegetables or other food-stuffs, tobacco, lottery tickets or chances in lotteries, or hawk any goods; or keep for private or public use, or let, ply or use for hire any launch, sampan, ferry or other boat, any horse, pony, mule or donkey, any motor-car.

motor bicycle or other motor vehicle, or any carriage, cart, hand-cart, ricscha, sedan-chair, wheelbarrow or other vehicle or drive any tramcar, motor vehicle or horse-drawn vehicle; or pull any ricscha or keep, or have in his possession, any dog, within such limits without a licence first obtained from the council and, in the case of foreigners, countersigned by the consul of the nationality to which such person belongs. In respect of such licences, the council may impose such conditions and exact such security as the nature of the particular case may require, and charge such fees in respect therefor as may be authorised at the annual general meeting of ratepayers. And any person offending against or infringing any provision of this bye-law shall be liable for every offence to a fine not exceeding 100 dollars, and a further fine for every twenty-four hours' continuance of such offending or infringing not exceeding 25 dollars, or to any such other penalty as shall be prescribed by the law to which such person is amenable.

XXXV.

Dangerous Materials.

No person shall keep, store, sell or manufacture any firearms other than those used solely for sporting, volunteer or police purposes, or any dangerous or inflammable materials, namely those which on account of fire or explosion may endanger life or property, such as gunpowder and similar nitrate mixtures, dynamite, blasting gelatine, celluloid, carbonite, nitro-cotton, smokeless powder, cordite, picric acid and similar nitro-compounds, chlorate mixtures, fulminates, fuses or ballistics of any description used in association with explosives, ammunition, fire-works, benzene and other very volatile or inflammable coal-tar products, petrol, gasolene and other very volatile or inflammable petroleum products, acetylene, calcium carbide, yellow phosphorus, saltpetre, sulphur or any material containing any of these as an ingredient so as to form a dangerous material, or other dangerous or inflammable materials to a greater quantity than may from time to time be set out in a municipal notification; or carry on any dangerous or hazardous trade within such limits without a licence first obtained therefor from the Municipal Council and, in the case of a foreigner, countersigned by his consular authority.

Any person offending against or infringing any provision of this bye-law or any condition appearing in any such licence as aforesaid shall be liable to a fine not exceeding 300 dollars or to imprisonment for a period not exceeding three months, or to both fine and imprisonment to the above extent or to any such other penalty as shall be prescribed by the law to which such person is amenable.

XXXVI.

Traffic Regulations.

Any person who shall willfully disobey any reasonable regulation which shall have been authorised by the Municipal Council for the governance, control, direction, or facilitation of traffic within such

limits or on any municipal road or alleyway outside such limits, shall be liable to a penalty or fine not exceeding 25 dollars; and any person in charge of any vehicle or animal who shall drive or move such vehicle or drive or ride such animal recklessly or negligently or at a speed or in a manner dangerous to the public, and any person who shall causelessly create any noise or disturbance, or wilfully cause any obstruction to traffic, or commit any act which may legitimately come within the meaning of the term nuisance, shall be liable to a penalty or fine not exceeding 100 dollars or, in default of payment, to imprisonment for a period not exceeding one month or to any such other penalty as shall be prescribed by the law to which such person is amenable.

XXXVII.

Carrying Arms.

No person, except naval or military officers of any treaty Power, diplomatic and consular officers, officers of the council duly authorised, and members of the volunteer corps when in uniform or on duty, shall, under any pretext, carry or convey within such limits any firearms other than those used solely for sporting purposes, other offensive or defensive weapons, ammunition or explosives, without a licence or permit first obtained from the Municipal Council.

Any person offending against or infringing any provision of this bye-law shall be liable to a fine not exceeding 300 dollars or to imprisonment for a period not exceeding three months, and in every case the firearms, offensive or defensive arms, ammunition or explosives so carried or conveyed may be forfeited to the use of the council or to any such other penalty as shall be prescribed by the law to which such person is amenable.

XXXVIII.

Transient Offenders.

It shall be lawful for any officer or agent of the council, and all persons called by him to his assistance, to seize and detain any person who shall have committed any offence against the provisions of these bye-laws, and whose name and residence shall be unknown to such officer or agent, and convey him, with all convenient despatch, before his proper consul without any warrant or other authority than these bye-laws.

XXXIX.

Penalty for Disobedience of Orders of Consuls.

If any such nuisance, or the cause of any such injurious effects as aforesaid, be not discontinued or remedied within such time as shall be ordered by the said consul, the person by or on whose behalf the business causing such nuisance is carried on shall be liable to a penalty or fine not exceeding 25 dollars for every day during which such nuisance shall be continued or unremedied after the expiration of such time as aforesaid.

XL.

Bye-laws.

Nothing in these bye-laws contained shall be construed to render lawful any act or omission on the part of any person, which is or would be deemed to be a nuisance at common law, from prosecution or action in respect thereof, according to the forms of proceeding at common law, nor from the consequences upon being convicted thereof.

XLI.

Penalties to be summarily recovered.

Every penalty or forfeiture imposed by these bye-laws made in pursuance thereof, the recovery of which is not otherwise provided for, may be recovered by summary proceedings before the proper consular representative, and it shall be lawful for such consular representative, upon conviction, to adjudge the offender to pay the penalty or forfeiture incurred, as well as such costs attending the conviction, as such consular representative shall think fit.

XLII.

Publication of Bye-laws.

These bye-laws shall be printed, and the secretary of the council shall deliver a printed copy thereof to every ratepayer applying for the same, without charge; and a copy thereof shall be hung up in the front, or in some conspicuous part of the principal office of the council.

ANNEX 9.

FORESHORE OF BRITISH CONCESSION AT AMOY.

Agreement.

THE following six articles have been drawn up in duplicate in witness of the agreement between Szu Tu, Taotai of Hsing Hua, Chuan Chow and Yung Chun, with the rank of Salt Commissioner, &c., and Chaloner Alabaster, Esq., Her Britannic Majesty's consul at Ningpo, acting at Amoy, in regard of the filling in of the foreshore of the English concession by the native authorities:—

1. The foreshore, when filled in, shall be made a public road and wharf and not diverted to any other use.

2. Whereas the foreshore now reclaimed forms the frontage of the land already rented by the English behind, it shall not be leased at any future time to anyone but the proprietors of the back lots, to whom, if it be desired to lease it, it shall be offered at an equitable rental.

3. It shall be filled in in accordance with the plan agreed on.

4. When the filling in is completed, the foreign merchants occupying the lots at the back shall be guaranteed in the enjoy-

ment of their existing privileges and advantages, and nothing shall be done to interfere with or obstruct their frontage rights.

5. Should it be desired to put up any sheds, this shall only be done if it appear in consultation with Her Majesty's consul that the doing so will in no wise injure the British residents occupying the back lots.

6. When the filling in is completed, the reclaimed land shall be incorporated with that already leased, and entrusted by the native authorities to the care of the foreign merchants within the concession.

CHAL. ALABASTER, *Consul*.

Amoy, March 12, 1878.

ANNEX 10.

AGREEMENT FOR THE LEASE OF THE BRITISH
CONCESSION EXTENSION AT HANKOW.

(Translation.)

AGREEMENT for the lease in perpetuity of a piece of ground drawn up by Mr. Warren, Her Britannic Majesty's consul at Hankow, for the management of international business, on the one hand, and by Taotai Ch'u, wearing a button of the first class, newly appointed provincial judge for Hupei, intendant of the Han, Huang and Te circuit, and superintendent of the Hankow Customs, on the other hand.

It having been arranged that the land at the back of the British concession at Hankow is to be added to the aforesaid concession, the matter is to be taken in hand; and the Taotai has been appointed by his Excellency Chang, Viceroy of Hukuang, to investigate the matter conjointly with Her Britannic Majesty's consul, and to fix the boundaries. The regulations which have been agreed upon are set forth in order below:—

1. At the back the British concession shall extend up to the city wall, with the exception of a strip of land 50 feet broad, which shall be public land. On the south it shall extend in a straight line from the No. 1 street (of the present concession) back to the wall. On the north it shall be bounded by the Russian concession. Within these limits all the ground is to be leased to the British Government for a concession.

2. Within the limits at the back of the British concession, whatever land may have already been leased to the merchants of other nations, is only to be included in the British concession when the British consul has arranged matters satisfactorily with the consuls of the other nations, and has notified the Taotai to that effect, when the land will be dealt with according to the regulations of the existing British concession. No Chinese will be allowed to have their domicile within the limits of the concession.

3. The land within the limits at the back of the British concession has a total area of 337.05 mou (about 44.35 acres). Every year rent must be paid, consisting of land tax and tribute rice. The land tax is assessed at 0.117 tael per mou, making in all 39.435 taels. The amount of tribute rice payable is 2.84 sheng per mou, making in all 9.5722 piculs. Each picul of rice is commuted for 3 taels, making 28.017 taels. Land tax and tribute rice together thus amount to 67.452 taels, which is payable to the Hanyang magistrate in the 4th moon of every year for transmission (to the provincial treasurer).

4. With regard to the price for land leased in perpetuity, and the houses on the land, and guild houses, and temples, and graves, if any of these pieces of land still belongs to a Chinese subject, the local officials will naturally have to hold an investigation and report to the Taotai, and, conjointly with the consul, fix a fair price, and also allow for the expenses of changing houses and removing the graves, and finally fix a date by which they must have cleared out. They will not allow exorbitant prices to be demanded, and the British consul will also instruct the foreign merchants not to lower the prices unduly, so that it may be patent that all is done justly. If there are pieces of land already purchased by foreign merchants, on which there are still houses, temples or graves, enquiry must be made of the foreign merchants and of the occupiers whether, at the time of the buying of the land, they had fixed upon a price for the buildings, and the amount of expense entailed by changing houses and removing the graves, and had included it in the price of the land. If such arrangements have been made and carried out, it will be the duty of the local officials to see that the natives clear out. The consul will, of course, deal with such foreign merchants as have bought ground without having made arrangements for the price of the buildings on it, and for the expenses of changing houses and removing the graves, or who, having made such arrangements, have not yet carried them out.

5. Any old public street or roads that may exist within the limits at the back of the British concession are not to be included in the assessment for the purchase of the land. When later on the foreign houses come to be built, if any of them encroach upon (the space allotted to roads), an equivalent amount of space must be left clear for the road, which must be made on the plan of the former one, and Chinese and foreign merchants must be allowed to come and go at their pleasure. Furthermore, if the Chinese Government requires the land for the purposes of railway building it must be yielded up. If at the time the lessee cannot come to a satisfactory arrangement regarding the price (with the railway company), it will have to be settled in an equitable manner by the Taotai and the consul jointly. No excuses for refusing to yield up the ground will be admitted.

6. Both Chinese and foreign merchants are allowed to come

and go at their pleasure on all the old public roads. If any Chinese subjects encroach on them, and plant vegetables or build houses there, it will be the duty of the local officials to hold an investigation, and order them to yield up the land, so that the Municipal Council of the concession may make the roads. The consul himself will have to deal with such foreign merchants as have already bought (ground) and are encroaching on the public roads by building houses on them. As regards the contingency of altering the course (of the roads), it will have to be thoroughly threshed out, and both parties must be agreed so that no injustice may be done.

7. Chinese and foreign merchants, without distinction, as well as carriers of Government despatches, and men and horses conveying treasure, are allowed to come and go at their pleasure on the public street just inside the Ta-chih Gate, as well as along the public ground left vacant along the wall, and formerly a public road. As regards the lighting and policing of this road, it has been settled that the Municipal Council of the concession will undertake that. The road in question is also to be made by the Municipal Council. But although the road is to be made by the Municipal Council, it is still a public road, and is to be on the same footing as is the back road of the present concession.

8. At present there are a large number of houses and mat-sheds, both large and small, on the city wall, which are foul-smelling to the last degree. It is but right, therefore, that they should be suppressed. And after the concession has been established, no one will again be allowed to build and establish himself (on the wall).

9. All affairs on the concession extension mutually involving Chinese and foreigners are to be dealt with according to the regulations of the existing concession.

The above clauses, forming the agreement of lease, have been drawn up in duplicate and signed, but they are not to be sealed until they have been sanctioned by the higher authorities (of the respective countries).

Mr. Warren, Her Britannic Majesty's consul at Hankow, for the management of international business.

PELHAM L. WARREN,

Her Britannic Majesty's Consul.

Taotai Ch'u, wearing a button of the first class, newly appointed provincial judge for Hupei, intendant of the Han, Huang and Te circuit, and superintendent of the Hankow Customs.

(Taotai's signature.)

August 1898 (7th moon, 24th year of Kuang-Hsü).

Written at Hankow.

ANNEX 11.

PEKING-SHANHAIKUAN RAILWAY.

Prince Ch'ing to Sir E. Satow.

(Translation.)

Your Excellency,

July 31, 1902 (xxvii : 6 : 28th year.)

WITH reference to the stipulations regarding the question of military transport in clauses 2 and 3 of the agreement made between the administrators-general of the railways inside and outside the Great Wall, their Excellencies Yuan and Hu, and your Excellency, for the handing back of the Peking-Tien-tsin-Shanhaikuan Railway, I have arranged by the commandants of the various foreign guards stationed in Peking and the commanding officers of the lines of communication between Peking and the sea, communicating direct with the railway administration. Further, that with reference to clause 7, the railway administration should carry this out by communicating direct with the commandants of contingents. It would thus be unnecessary to have a military co-director or deputy military co-directors, thereby obviating complications.

With regard to railway lines north from Peking and from Peking to Kalgan, I have the honour to propose that it be now clearly understood that lines northward from Peking to the Great Wall must all be constructed by the Chinese Government, that only Chinese capital shall be used, and no foreign capital, and that such lines cannot be mortgaged for any foreign loan. Since, therefore, China is to construct these lines herself there is, of course, no intention of inviting any other country to undertake such construction.

Sir E. Satow to Prince Ch'ing.

Your Highness,

Peking, July 31, 1902.

I HAVE the honour to acknowledge receipt of your Highness's note of to-day's date, stating that with reference to the stipulations regarding the question of military transport in clauses 2 and 3 of the agreement made between the administrators-general of the railways inside and outside the Great Wall, their Excellencies Yuan and Hu, and myself, for the handing back of the Peking-Tien-tsin-Shanhaikuan Railway, your Highness submits that it should be clearly understood that such questions shall be arranged by the commandants of the various foreign guards stationed in Peking, and the commanding officers on the lines of communication between Peking and the sea, communicating direct with the railway administration. Further, that, with reference to clause 7, the railway administration should carry this out by communicating direct with the commandants of contingents. It would thus be unnecessary to have a military co-director or deputy military co-directors, thereby obviating complications with regard to railway lines north from Peking, and

from Peking to Kalgan. Your Highness proposes that it be now clearly understood that lines northward from Peking to the Great Wall must all be constructed by the Chinese Government, that only Chinese capital shall be used, and no foreign, and that such lines cannot be mortgaged for any foreign loan. Since, therefore, China is to construct these lines herself, there is, of course, no intention of inviting any other country to undertake such construction.

Your Highness continues to state that the Chinese Government undertakes to carry out in their integrity the agreements of the 29th April, 1902, providing for the transfer of the Peking-Tien-tsin-Shanhaikuan Railway to the administrators-general and for the better management of the railway, except in so far as modified by what precedes.

I have the honour to state, in reply, that the above proposals of your Highness coincide entirely with my own view, and that I agree to this understanding.

I avail, &c.

ERNEST SATOW.

ANNEX 12.

FOREIGN SETTLEMENT AT WUHU.

T'ung Taotai to Mr. Ker.

(Translation.)

Sir,

Wuhu, April 29, 1904.

THE negotiations for drawing up regulations for a general foreign settlement at this port, which we have been carrying on for some time, are now satisfactorily concluded, and I beg to express my appreciation of the friendly spirit in which you have dealt with the matter.

I have now the honour, in conformity with your desire, to forward to you herewith a fair copy of the regulations in ten articles as amended.

The provisional lease of the towing road along the river front, and the construction by British merchants of their own bunds and landing-places, are subjects outside the scope of the regulations, to deal with which we have mutually agreed upon the text of a despatch and a reply thereto which are to be placed on record as an appendix to the regulations. I have the honour accordingly to enclose also a copy of my draft despatch, which will be submitted for the approval of the higher authorities together with the regulations. If our respective superiors approve the documents in their present form, my despatch will be drawn up according to the draft, duly sealed, and communicated to you, so that it can be put on record together with your reply.

You suggest that this provisional lease and the permission to construct wharves should be inserted in the title-deed. There is no objection to this, and it can be arranged between us when we draw up the form of title-deed.

I have the honour to request the favour of a reply to this letter for purpose of record.

(Compliments.)

(Card of T'ung Taotai.)

Amended Regulations for Wuhu General Foreign Settlement.

(Translation.)

1. The boundaries of the area, situated outside the West Gate, which was marked off at the instance of the former Taotai Liu for the international foreign settlement at the treaty port of Wuhu, are defined as follows: On the south, the T'ao-chia Creek; on the north, the foot of the I'chi Hill; on the east, the Hsin-An P'u-t'ung Temple at the P'u-t'ung or T'ung-an Hill; on the west, the river's edge.

2. Foreign merchants of good standing shall be at liberty to select and to lease land in the settlement according to their requirements. The lease price shall remain as already settled, at 180 Spanish dollars per mou. And since there are disputes and uncertainties with regard to the ownership of much of the land on the foreshore, it is agreed, in order to avoid delay being caused by rival claims, that the price shall be deposited in the first instance with the Chinese authorities, who shall issue title-deeds and pay the money to the rightful owners when these are ascertained.

The land tax is fixed for the present at 3,000 cash per mou annually. The tax is to be paid in advance between the 1st and 15th day of the 2nd Chinese moon in each year, and is to be sent through the consular representative of the land holder, or, in the absence of a consular representative at Wuhu, through the Commissioner of Customs or the Bureau of Foreign Affairs, to the Chinese local authorities, who will issue receipts therefor.

But land used for public purposes, such as roads, drains, bridges, &c., shall be exempt from the land tax, and no one shall be allowed to occupy such land privately. All old drains used for agriculture shall be left undisturbed, so as to provide outlet for ponds.

No rogues and vagabonds, foreign or Chinese, shall be permitted to reside in the settlement. All such shall be expelled and not permitted to loiter about. If they refuse to go, they shall, if Chinese, be arrested, and punished by the Chinese officials, and, if foreigners, be dealt with by the consul, on the request of the Taotai.

3. Applications to lease land in the settlement shall be made to the consular representative of the applicant, accompanied by a map showing the position and extent of the lot required; the consul shall notify the local authorities accordingly, whereupon a deputy shall be appointed to examine the land with the applicant's representative and see that all is in order. The applicant shall then pay the lease price and the land tax due for the balance of the current year and, on receipt thereof, the local authorities shall issue title deeds in

triplicate under their seal, one copy to be kept by the Chinese authorities, and two to be sent to the renter's consular representative, who will seal them, give one copy to the renter and keep the other in the consulate.

4. A land renter having occasion to transfer his land must first apply to his consul, who, after due investigation, will notify the Chinese local authorities and send the original title deeds to them for endorsement.

No transfer will be allowed, except to subjects of treaty Powers.

5. It shall be arranged to leave some roadways from east to west in the settlement, so as to maintain communication between the land behind the water front. A strip of 5 chang in width shall be left along the river front for a towing road, along which foreign merchants may pass freely, load and unload cargo, and moor or anchor vessels, but on which no building or other obstruction to traffic shall be permitted.

6. In the event of the settlement becoming prosperous and the number of residents increasing, all arrangements as regards police shall be undertaken and administered by the Chinese local authorities. The work of constructing public roads, drains and bridges shall also be undertaken by the local authorities. In order to meet the expenses of construction and maintenance, the local authorities and the consuls will draw up regulations for an assessment, which shall be levied on all persons alike, irrespective of nationality.

7. The term of the lease shall be thirty years, but on the expiry thereof the lease can be renewed, on production of the title deeds, to be verified and exchanged. Thereafter, each successive term for renewal shall be thirty years. On the expiry of each term the land renter shall send his deeds for verification to the Chinese authorities, through his consular representative. If at such time the ordinary land tax has been raised, the local authorities shall arrange with the consuls for an increase of the annual land tax; but the lease price is not to be paid again, nor are any fresh charges to be imposed.

If no application for renewal is made at the end of the term, the local authorities shall communicate with the consul concerned to call attention to the matter, and if the application is still delayed for more than four months the title deeds shall be cancelled.

8. All Chinese dwelling-houses and all timber, &c., piled in the settlement shall, when the land on which they stand is taken up, be removed within six months by order of the Chinese local authorities. But the expenses of moving, which will be very heavy, are not included in the original lease price, and must be met by a supplementary payment of 40 per cent. of the lease price per mou, according to the number of mou purchased. If there are graves on the land, the land-renters must not clear them away themselves, a proceeding which might give rise to complications.

Land not taken up by foreigners shall be left in possession of its present Chinese owners and cultivators, so that they may not lose their means of livelihood.

9. As a precaution against fire, no one shall be allowed to erect

straw huts or low-class wooden buildings within the settlement, on pain of being immediately compelled to pull them down. Chinese inhabitants, however, whose land is not taken up, and who dwell at some distance from buildings erected on land that is taken up, need not for the present have their houses pulled down, but shall be persuaded by the local authorities to change their dwelling places.

No gunpowder, dynamite, or other material dangerous to life and property shall be stored in or carried through the settlement. Offenders, whether Chinese or foreigners, shall, on detection, be arrested and punished according to the laws of their respective countries. In case of such materials being required for works, application must first be made to the consul, and if the application is *bonâ fide*, the consul will communicate with the Taotai, who will request the Commissioner of Customs to make due enquiries, after which, the material can be landed. On being landed, a safe place must be selected for storing it, and it must be used up quickly and not stored for any length of time. In case of infraction of this rule, the Chinese local authorities will communicate with the consul, who will order the material to be removed for the safety of the public.

10. Other details and matters not covered by these provisions can be discussed as occasion arises and put on record.

Draft of Despatch from T'ung Taotai to Consul Ker, to be appended to the Wuhu General Foreign Settlement Regulations.

(Enclosure in Taotai's letter of April 29, 1904.)

(Translation.)

Sir,

The regulations for a general foreign settlement at Wuhu have been discussed and agreed upon between us, and can now be submitted for the approval of the higher authorities.

It is provided in article 2 of these regulations that "land used for public purposes such as roads, drains, bridges, &c., shall be exempt from the land tax, and no one shall be allowed to occupy such land privately." Again, in article 5, it is provided that "a strip of 5 chang in width shall be left along the river front for a towing road, on which no building or other obstruction to traffic shall be permitted." Also, in article 6: "the work of constructing public roads, drains and bridges shall be undertaken by the local authorities, and in order to meet the expenses of construction and maintenance the local authorities and the consuls shall draw up regulations for an assessment."

According to the above provisions, the 5-chang towing road to be left along the river front is public land, and is not included in the lease; and the expenses of construction and maintenance should be met by an assessment levied according to regulations drawn up by the local authorities and the consuls.

But although this port has been open for over twenty years, British firms are the only foreigners at present proposing to rent land in the settlement, and as it is therefore impossible at once to raise the

enormous sum required for wharf building, road making, &c., it is to be feared that these works cannot at once be carried out. You have expressed your apprehension that, owing to the varying rise and fall of the water at the river bank, the loading and unloading of cargo by British merchants will be impeded unless there are bunds and landing-places; and this point has formed the subject of repeated discussions between us. I agree to the principle that foreign land-renters must on no account suffer hindrance in coming or going, loading or unloading, and therefore, if the settlement cannot at once arrive at a prosperous condition, so that funds cannot be provided and the local authorities are not in a position to undertake the work, the land for the 5-chang towing road along the river front may be provisionally leased to the British land-renters concerned within the limits of their respective lots, at the price of the settlement land plus the "expenses of moving." The said land-renters shall be at liberty to construct their own bunds and landing-places, and shall not be liable to pay wharfage dues. The area of the towing road shall be exempt from payment of the annual land tax, the rest paying according to the regulations. When the landing-places are to be constructed, an estimate of the cost will be arranged with the Chinese authorities and the amount put on record beforehand.

If at a future time the local authorities should be in a position to undertake all public works, the original lease price paid for the towing road thus provisionally acquired by the British land-renters, together with all expenses incurred in wharfing, may be refunded, and the local authorities resume possession and control, whereupon the British land-renters shall consent to pay the assessment uniformly levied according to regulations, and the use of the wharves shall still belong in perpetuity to the land-renters concerned.

I have the honour hereby to communicate to you officially the above declarations, and to request a reply for the purpose of record.

Draft of Consul Ker's Despatch in reply to T'Ung Taotai.

Sir,

I have the honour to acknowledge the receipt of your despatch referring to the regulations for establishing a general foreign settlement at this port, which are being submitted for the approval of the higher authorities.

The following declaration is placed on record in your despatch :—

"According to the regulations, the 5-chang towing road to be left along the river front is public land and is not included in the lease. If, however, the settlement cannot at once arrive at a prosperous condition, so that funds cannot be provided, and the local authorities are not in a position to undertake the work of the wharf building, road making, &c., the land for the 5-chang towing road may be provisionally leased to the British land-renters concerned within the limits of their respective lots,

at the price of the settlement land plus the 'expenses of moving.' They shall be at liberty to construct their own bunds and landing-places, and shall not be liable to pay wharfage dues. The area of the towing road shall be exempt from payment of the annual land tax, the rest paying according to regulations. If at a future time the local authorities should be in a position to undertake all public works, the original lease price paid for the towing road thus provisionally acquired by the British land-renters, together with all expenses incurred in wharving, may be refunded, and the local authorities resume possession and control, whereupon the British land-renters shall consent to pay the assessment uniformly levied according to regulations, and the use of the wharves shall still belong in perpetuity to the land-renters concerned."

In reply, I have the honour to inform you that I have taken note of the despatch under acknowledgment, and that I am forwarding it, together with a copy of the regulations as agreed upon, to His Britannic Majesty's Minister at Peking, and requesting his instructions thereon.

I have, &c.

T'Ung Taotai to His Britannic Majesty's Consul, Wuhu.

(Translation.)

Sir,

December 7, 1904.

The regulations in ten articles for a general foreign settlement at Wuhu, which were discussed and agreed upon between us, have received the approval and sanction of the Wai-wu Pu.

It is provided in article 2 of these regulations that "land used for public purposes, such as roads, drains, bridges, &c., shall be exempt from the land tax, and no one shall be allowed to occupy such land privately." Again, in article 5, it is provided that "a strip of 5 chang in width shall be left along the river front for a towing road, on which no building or other obstruction to traffic shall be permitted." Also, in article 6: "the work of constructing public roads, drains and bridges shall be undertaken by the local authorities, and in order to meet the expenses of construction and maintenance the local authorities and the consuls shall draw up regulations for an assessment."

According to the above provisions, the 5-chang towing road to be left along the river front is public land and is not included in the lease; and the expenses of construction and maintenance should be met by an assessment levied according to regulations drawn up by the local authorities and the consuls.

But although this port has been open for over twenty years, British firms are the only foreigners at present proposing to rent land in the settlement, and as it is therefore impossible at once to raise the enormous sum required for wharf building, road making,

&c., it is to be feared that these works cannot at once be carried out. You have expressed your apprehension that, owing to the varying rise and fall of the water at the river bank, the loading and unloading of cargo by British merchants will be impeded unless there are bunds and landing-places; and this point has formed the subject of repeated discussions between us. I agree to the principle that foreign land-renters must on no account suffer hindrance in coming or going, loading or unloading; and therefore, if the settlement cannot at once arrive at a prosperous condition, so that funds cannot be provided, and the local authorities are not in a position to undertake the work, the land for the 5-chang towing road along the river front may be provisionally leased to the British land-renters concerned, within the limits of their respective lots, at the price of the settlement land plus the "expenses of moving." The said land-renters shall be at liberty to construct their own bunds and landing-places, and shall not be liable to pay wharfage dues. The area of the towing road shall be exempt from payment of the annual land tax, the rest paying according to the regulations. When the landing-places are to be constructed, an estimate of the cost will be arranged with the Chinese authorities and the amount put on record beforehand.

If at a future time the local authorities should be in a position to undertake public works, the original lease price paid for the towing road thus provisionally acquired by the British land-renters may be refunded, and the local authorities resume possession and control, whereupon the British land-renters shall consent to pay the assessment uniformly levied according to regulations, and the use of the wharves shall still belong in perpetuity to the land-renters concerned.

I have the honour hereby to communicate to you officially the above declaration, and to request a reply for the purpose of record.

I have, &c.

(Seal of Taotai.)

From T'Ung Taotai to His Britannic Majesty's Consul, Wuhu.

(Translation.)

Sir,

December 7, 1904.

I have the honour to refer to the following instructions which I have on record from his Excellency the Governor:—

“The governor has received the following despatch from the Wai-wu Pu:—

“On the 13th June, 1904, the board received the governor's despatch forwarding report from the Customs Taotai at Wuhu on the subject of the Wuhu settlement, to the effect that the ten regulations originally proposed having been found not altogether satisfactory, the Taotai had, according to instructions, entered into negotiations with the British consul, and after repeated discussion and

revision, the text of amended regulations in ten articles, and of a despatch and reply to be appended thereto and placed on record, had been agreed to and adopted subject to the approval and sanction of the higher authorities. The Taotai accordingly submitted copies of these three documents and requested the favour of a reply.

“The board finds that the amended regulations in ten articles as forwarded may be considered as satisfactory, and sanctions them accordingly. With regard, however, to the provisional permission given to British merchants to construct their own bunds and wharves, the despatches appended to the regulations provide that if the settlement cannot at once arrive at a prosperous condition, so that funds cannot be provided, and the local authorities are not in a position to undertake the work, the land for the 5-chang towing road may be provisionally leased to the British land-renters at the price of the settlement land *plus* the “expenses of moving”; that the land-renters are at liberty to construct their own bunds and landing-places; and that if at a future time the local authorities should be in a position to undertake public works, the original lease price paid for the towing road thus provisionally acquired by the British land-renters, together with the expenses incurred in wharving, may be refunded, and the local authorities resume possession. This provision is merely a temporary expedient to meet the circumstances, and the land-renters concerned should be told, when they proceed to construct their landing-places, to arrange with the Chinese authorities an estimate of the cost involved, the amount being put on record beforehand, so that the expenses may be subsequently refunded on this basis, and there may be no dispute when that time comes. The Taotai should therefore be instructed to arrange for the insertion in the despatches appended to the regulations of a clause to this effect, so as to make the arrangement complete. The governor is requested to give instructions accordingly.”

“In accordance with the above despatch, the governor has to instruct the Taotai to act in conformity therewith. He is to communicate with the British consul on the subject of the estimate of wharving expenses, so that the required addition may be made to the appended despatches, and on receipt of the latter’s reply he is to submit the text for consideration.”

On receipt of the above instructions I consulted you by letter, and you agreed to the clause providing that when the landing-places are to be constructed, an estimate of the cost is to be arranged with the Chinese authorities, and the amount put on record beforehand. The addition was made accordingly in the draft despatches to be appended to the regulations, which were prepared by us both, and which I submitted to the governor for transmission to Peking.

I am now in receipt of a letter from his Excellency the Governor informing me that he has received the following telegram from the Wai-wu Pu:—

“As it has now been agreed to complete the despatches appended to the regulations by inserting a clause providing for an estimate of the cost of wharving to be put on record, sanction can be given. The Wuhu Taotai should be instructed accordingly.”

In conformity with these instructions, I have given the necessary directions for the regulations to be copied out and proclamations issued; and upon receipt of your reply to this communication, I will consult with you and fix a date for commencing operations.

I have now the honour to forward to you, enclosed herewith, a copy of the regulations in ten articles for the general foreign settlement, and I would request you to notify the foreign merchants that these regulations are in force, and to favour me with a reply, so that I can present my report.

I have, &c.

(Seal of Taotai.)

His Britannic Majesty's Consul, Wuhu, to T'Ung Taotai.

Sir,

December 8, 1904.

I have the honour to acknowledge the receipt of your despatch recording the fact that the regulations for establishing a general foreign settlement at this port have received the sanction of the higher authorities.

The following declaration is placed on record in your despatch:—

“According to the regulations, the 5-chang towing road to be left along the river front is public land, and is not included in the lease. If, however, the settlement cannot at once arrive at a prosperous condition, so that funds cannot be provided, and the local authorities are not in a position to undertake the work of wharf building, road making, &c., the land for the 5-chang towing road may be provisionally leased to the British land-renters concerned, within the limits of their respective lots, at the price of the settlement land *plus* the ‘expenses of moving,’ they shall be at liberty to construct their own bunds and landing-places, and shall not be liable to pay wharfage dues. The area of the towing road shall be exempt from payment of the annual land tax, the rest paying according to regulations. When the landing-places are to be constructed, an estimate of the cost will be arranged with the Chinese authorities, and the amount put on record beforehand. If at a future time the local authorities should be in a position to undertake public works, the original lease price paid for the towing road thus provisionally acquired by the British land-renters, together with all expenses incurred in wharving, may be refunded, and the local authorities resume

possession and control, whereupon the British land-renters shall consent to pay the assessment uniformly levied according to regulations, and the use of the wharves shall still belong in perpetuity to the land-renters concerned."

His Britannic Majesty's Minister at Peking has already intimated his approval of the regulations and of the text of the despatches to be appended thereto, and I have now accordingly the honour to inform you that I have taken note of the despatch under acknowledgment.

I have, &c.

W. P. KER.

CANTON-KOWLOON RAILWAY. JOINT WORKING.

ANNEX 13.

AN agreement made at _____, on the _____ day of the _____ month of the year _____ of His Imperial Majesty Hsuan Tung, being the _____ day of _____, 1911, A.D., between the Directorate-General of Chinese Imperial Railways of the Board of Posts and Communications (hereinafter referred to as "the Directorate") of the one part, and his Excellency Sir Frederick John Dealtry Lugard, G.C.M.G., C.B., D.S.O., Governor and Commander-in-Chief of the British colony of Hongkong (hereinafter referred to as "the Governor"), for and on behalf of the Government of the said colony of the other part.

Whereas by article 18 of an agreement between the Wai-wu Pu (Board of Foreign Affairs of the Chinese Government) and the British and Chinese Corporation, Limited, made at Peking on the 23rd day of the 1st month of the 33rd year of His late Imperial Majesty Kuang Hsu, being the 7th day March, 1907, A.D., a copy of which is contained in the final schedule hereto (being an agreement for the issue of a loan for the construction, equipment and working of a railway from the City of Canton to the boundary of the Kowloon leased territory under British control), it is provided that the junctions of the sections of the railway from Canton to the boundary of the Kowloon-leased territory under British control and from the said boundary to the port of Kowloon respectively, and the subsequent joint working of the two sections should be arranged by agreement between the Viceroy of Canton and the Governor of Hongkong, and whereas all the powers and duties of the Viceroy of Canton under the said recited agreement have been transferred by the Imperial Chinese Government to the said Directorate.

And whereas in accordance with the terms of the said recited agreement a railway is now being constructed from the said City of Canton to the said British boundary at a point on the north bank of the Shum Chun River near the town of Shum Chun in the district of San On (which railway is hereinafter referred to as "the Chinese section"), and whereas the Government of Hongkong has constructed a railway from the said port of Kowloon to the said point on the north bank of the Shum Chun River (which railway is herein-

after referred to as "the British section"), and a junction has been effected between the Chinese section and the British section at the point aforesaid :

And whereas it is desirable to enter into an agreement for the joint working of the Chinese section and the British section, collectively hereinafter called the "railway" :

Now it is hereby agreed by and between the parties hereto as follows :—

Introductory.

1. The Chinese section shall be managed by the Directorate in accordance with the terms of the said recited agreement in the final schedule hereto.

2. The British section shall be managed by the Government of the colony of Hongkong.

3. The junction of the two sections already constructed as aforesaid at a point on the north bank of the Shum Chun River shall be maintained subject to the terms of this agreement.

4. "Through express trains" means passenger trains run from Kowloon to Canton, or *vice versa*, stopping normally only at Shum Chun and Sheklung, and only in exceptional circumstances at such other stations as may be agreed upon between the administrations of the two sections.

"Sectional trains" means trains run by the British section between stations on that section and Shum Chun; and by the Chinese section between stations on that section and Shum Chun.

"Joint-sectional trains" means sectional trains run by one section to connect with sectional trains of the other section at Shum Chun, where all traffic by such trains shall be interchanged.

"Through slow trains" means trains run from Kowloon to Canton, or *vice versa*, stopping at all or most of the intermediate stations, and such trains may, under the provisions of article 10, be substituted for joint-sectional trains.

"Through goods trains" means the trains defined by article 15.

"Through trains" means trains passing from the British section to the Chinese section, or *vice versa*, through Shum Chun Station, without interchange of passengers or goods.

5. The running of through trains on both sections and the interchange of traffic and rolling-stock of all kinds between the two sections shall be regulated in manner hereinafter provided.

6. The Directorate undertakes that the Chinese section, from its terminus at Canton to the aforesaid junction with the British section, shall be completed with all possible speed.

Passenger Traffic.

7.—(a.) As soon as the Chinese section has been completed between the points mentioned in the last preceding article, two through express trains for the carriage of passengers, passengers' luggage, mails and railway parcels shall be run daily each way between Kowloon and Canton: the number of such through express trains shall be increased or decreased according as the amount of traffic shall be found, after consultation between the two administra

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tions, to justify such increase or decrease; through tickets shall be issued by each section for first, second and third-class passengers by the said trains, irrespective of nationality, at the through fares specified in schedule A hereto attached; passengers travelling from Kowloon to Canton, or *vice versa*, without leaving the train at any intermediate station shall not be required to carry passports.

(b.) Every such through express train shall have precedence over every other train which is not a through express, and all such other trains shall be shunted so as to give the through express trains a clear road.

(c.) The coaches for such through express trains shall be supplied by the two sections in the proportion of four Chinese section coaches to one British section coach in the manner provided in schedule B hereto attached, or in such manner as the administrations of the two sections shall jointly agree upon.

(d.) Whenever either section fails for any reason to supply a coach in accordance with these rules, it shall pay a sum of 5 cents per mile per coach to the other section.

(e.) In order to ensure that the staff controlling the trains shall be Chinese on the Chinese section and British on the British section, the engine and train staff for the through trains shall be changed at the junction station at Shum Chun. This clause may be modified at any time by mutual agreement between the administrations of the two sections.

(f.) When in circumstances of political emergency it is necessary either for the Hongkong Government or for the Chinese Government to suspend the running of through trains, due notice (not less than six hours clear) shall be given by the one Government to the other, and compensation shall be paid by the Government requesting such suspension at a daily rate of half the average gross receipts of the other section on through traffic as ascertained from the accounts for the corresponding month of the previous year, or failing that, for the last preceding month.

8. In addition to the through express trains there shall be free interchange of passenger traffic of all kinds between the two sections at Shum Chun Station, and for the purpose of facilitating such interchange there shall be constructed at Shum Chun Station a double platform for the interchange of passenger traffic, so arranged that Chinese section passenger trains may be run alongside one side and British section passenger trains alongside the other side thereof, and the Chinese section will permit British section trains to run from the junction of the two sections to such platform as aforesaid, and will also grant to the British section sufficient accommodation on such platform for the necessary railway and Customs staff for the effective regulation of the interchange of traffic upon payment of such equitable sums by way of rent as may hereafter be mutually agreed upon; the amount of such rent to be based upon the actual cost of the construction, including interest thereon during construction, and upon the cost of maintenance of the portion of such platform allotted for British use and of the connecting road and sidings provided for British trains.

9. Sectional passenger trains will be run on each section from and to Shum Chun Station, in accordance with time schedules arranged by each section to facilitate as far as possible the interchange of passenger traffic at Shum Chun Station, and such trains when run by the British section shall have the right to use the Joint Junction Station at Shum Chun, and the Chinese section hereby agrees to receive such trains on arrival and to despatch them on their return journey to the British section in accordance with the time table provided by the British section.

10. Should it at any time, in the opinion of the administrations of the two sections, be considered that the conditions of the passenger traffic render the through running of sectional passenger trains profitable in the same proportion to both sections, arrangements will be made by the two administrations for such through running, and the trains so run shall then be called the "through slow trains." Such trains shall then be run either wholly as "passenger" or as "mixed passenger and goods" trains, and the provision of stock for the same shall follow the conditions applying to the provision of stock for through express trains as laid down in article 7, clauses (c), (d) and (e). The fares to be charged for tickets on such "through slow trains," hereinafter included in the expression "joint-sectional fares," shall be the fares as shown in the joint-sectional fares schedules, and shall be uniform for passengers of every nationality and race.

11. In addition to the through tickets for the through express trains, through tickets shall be issued for passengers of all classes and nationalities, whether by through or joint-sectional trains, from each station on each section to each station on the other section: the fares to be charged for such tickets, hereinafter included in the expression "joint-sectional fares," shall be the fares as shown in the joint-sectional fares schedules, and shall be uniform for passengers of every nationality and race; holders of such tickets will, if necessary, change trains at Shum Chun Station.

12. No discrimination will be allowed on either section between passengers holding through tickets from any station on one section to any station on the other and passengers commencing their journey at Shum Chun Station; but all passengers shall be accommodated and treated on a footing of equality in the respective classes for which they hold tickets.

13. Each section will grant as far as possible the like facilities for the interchange of horses, dogs and chairs and vehicles as for passengers, subject to the provisions of schedule D.

Goods Traffic.

14. The expression "goods" means coal, minerals, materials, animals (except horses and dogs), and merchandise exclusive of passengers' baggage, mails and railway parcels, and "goods traffic" means the carriage of the same by railway.

15. Through goods trains shall be run between Canton and Kowloon, stopping only at Sheklung and Shum Chun and at such

other centres as may justify the stoppage whenever sufficient traffic offers; the waggons for such trains shall be supplied by the two sections in the proportion of four Chinese section waggons to one British section waggon.

16. In addition to such through goods trains as aforesaid, there shall be free interchange of goods traffic and the rolling-stock for such traffic (except locomotives) between the two sections at Shum Chun Station, and for the purpose of facilitating the transshipment of goods, whenever necessary, the Directorate will cause to be constructed a double goods platform at Shum Chun, so arranged that Chinese goods waggons may run alongside one side, and British goods waggons alongside the other side thereof, and also a sufficient number of sidings for the interchange of rolling-stock; and the Chinese section will permit British trains to run from the junction of the two railways to such platform and sidings and will also grant to the British section sufficient accommodation on such platform for the necessary railway and Customs staff for the effective regulation of the interchange of traffic upon payment of such equitable sum by way of rent as may hereafter be mutually agreed upon; the amount of such rent to be based upon the actual cost of the construction, including interest thereon during construction, and upon the cost of maintenance of the portion of such platform allotted for British use and of the connecting road and the sidings provided for British trains.

17. The Chinese section shall provide a siding for the loading and unloading of goods at Shum Chun Market Town; goods conveyed to and from that siding from or to any point on the British section shall be examined by the Chinese and British Customs staff at Shum Chun Station, and shall be shunted between the market town and the station by Chinese locomotives, but shall not be transhipped at Shum Chun Station.

18. The interchange of goods traffic and rolling-stock and the hire payable therefor shall be governed by the rules set out in schedule C hereto attached; there shall be no discrimination between interchanged goods traffic and rolling-stock and other goods traffic and rolling-stock; each shall be afforded equal facilities and despatch.

19. Arrangements will be made by the administrations of both sections for the stabling, cleaning, oiling and repairing of passenger coaches and goods waggons employed in through traffic. The cost shall be borne proportionately to the mileage of the two sections, and shall be accounted for monthly between the sections as hereinafter provided.

20.—(1.) Terminal charges shall be levied for all classes of goods traffic on which they are scheduled at the rates laid down in the rates schedule referred in clause 27.

(2.) Whenever the construction of any special terminal facility is required by either section for the purpose of receiving traffic of a special class which originates on the other section, hereinafter called the "sending" section, the receiving section shall construct the facility at its own cost, if such traffic can be debited with reasonable terminal charges by the receiving section as a return on

the cost of provision of such facility, or if such traffic is otherwise beneficial to the receiving section.

If such traffic cannot be debited with such reasonable terminal charges, or if such traffic is not otherwise beneficial to the receiving section, the receiving section may refuse to construct such facility.

In the event of the receiving section so refusing to construct such facility, the sending section may demand its construction on the following conditions :—

- (a.) The receiving section shall furnish to the sending section a plan and estimate of the cost of constructing the facility.
- (b.) When the plan and estimate have been approved by the sending section, the facility shall be constructed by the receiving section at its own cost, provided that the sending section agrees to pay yearly to the receiving section a reasonable rental based on the capital cost of the facility and reasonable compensation in the event of the facility being no longer required.

Locomotives.

21. Chinese locomotives will haul all trains on the Chinese section to and from Shum Chun Station, and British locomotives will haul all trains on the British section and also all through and sectional passenger and goods trains and rolling-stock to and from Shum Chun Station from and to the British section, and the necessary shunting accommodation for all such locomotives will be provided at Shum Chun Station. This article may be modified at any time by mutual agreement between the administrations of the two sections.

22. Each section shall have a locomotive waiting in readiness at Shum Chun Station for taking on the through trains in accordance with the last preceding article. In order to ensure punctuality, each section through whose fault delay occurs shall forfeit to the other the sum of 1 dollar for each minute after the first fifteen minutes that any through express train arrives late at Shum Chun Station, unless such delay arises from causes beyond the reasonable control of the section concerned, and a fine of 1 dollar per minute shall be imposed for late departure from Shum Chun Station if not due to the late arrival of the train concerned.

Telegrams, Mails and Postal Parcels.

23. Telegrams on railway service will be sent and received by each section free of charge.

24. Subject to satisfactory arrangements being made as indicated in the last sentence of this article between the Hongkong and the Chinese Postal authorities, the administration of the British section agrees to carry free of charge to the Chinese section between Shum Chun and Hongkong such Imperial Chinese mails and postal parcels as may be handed over to it by the administration of the Chinese section; and the administration of the Chinese section agrees to carry free of charge to the British section between Shum Chun and Canton such British mails and postal parcels as may be

handed over to it by the administration of the British section; provided that such mails can be carried in the compartments or postal vans normally set aside for such service. All further arrangements concerning the carriage of mails and postal parcels by the railway shall be discussed and settled between the Postmaster-General of Hongkong and the Imperial Chinese Postal Board.

Fares and Rates.

25.--(1.) Each section shall periodically hand to the other its own sectional fares and rates schedules, and schedules of the joint-sectional fares and rates shall be prepared and agreed upon by the administrations of the two sections as hereinafter provided; all such schedules shall be drawn up in the English and Chinese languages and posted conspicuously at each station. Unless with the agreement of the Directorate and of the Governor, no alteration in any sectional fare or rate shall be made by either section without giving at least one month's previous notice in writing to the other, and no alteration in any joint-sectional fares and rates schedule shall be made without the consent of the administration of the other section; all such joint-sectional fares and rates shall be fixed with a view to attracting traffic to the railway.

(2.) In the first joint-sectional fares and rates schedules each of the fares and rates shall be the sum of the sectional fares and rates, except as may be agreed upon for competitive purposes by the administrations of the two sections in the case of bookings between stations on the British section on the one hand and Sheklung and Canton and all intermediate stations between Sheklung and Canton on the other hand.

(3.) None of the fares and rates in any joint-sectional fares and rates schedules subsequent to the first shall exceed the corresponding fares and rates in the first joint-sectional fares and rates schedules.

(4.) Whenever the fares and rates in the joint-sectional fares and rates schedules are the sum of the sectional fares and rates, each section shall be entitled to receive in the division of such fares and rates its own sectional fare or rate.

(5.) Whenever the fares and rates in the joint-sectional fares and rates schedules are less than the sum of the sectional fares and rates, the administrations of the two sections shall agree upon the portion of each fare and rate which is to be credited to the respective section.

26. The maximum through passenger fares specified in schedule A hereto attached shall be charged by the railway from the date of the opening of the Chinese section. No reduction shall be made below the minimum through passenger fares shown in the said schedule, but it shall be in the discretion of the administrations of the two sections, by mutual agreement, to vary the fares between the maximum and minimum limits, with a view to attracting traffic to the railway.

In this article and in articles 27, 28 and 29 following, the expressions "through fares" and "through rates" mean fares

and rates charged for through traffic between Hongkong or Kowloon and Sheklung or Canton.

27. The through rates and joint-sectional rates for goods traffic, as defined in articles 14 and 15, and for the carriage of dogs, horses, passengers' baggage and railway parcels shall be settled by the administrations of the two sections before the opening of the Chinese section, and embodied in a rates schedule applicable to both sections

28.—(1.) For the period for which this agreement continues in force, the division between the two sections of all through fares for passengers by through express trains and of all through rates for goods traffic, as defined in articles 14 and 15, and of all through rates for the carriage of dogs, horses, passengers' baggage and railway parcels shall be such that 35 per cent. thereof is assigned to the British and 65 per cent. thereof to the Chinese section.

(2.) But, whenever by agreement between the administrations of the two sections through express trains stop in exceptional circumstances at any intermediate stations between Kowloon and Canton other than Shum Chun or Sheklung, or through goods trains stop as provided in article 15 at stations between Kowloon and Canton other than Shum Chun or Sheklung, the fares and rates payable from any such intermediate station on the one section to any station on the other shall be the fares and rates as shown in the joint-sectional fares and rates schedules.

(3.) In the case of all joint-sectional trains or through slow trains (if any), the fares and rates shall be those shown in the joint-sectional fares and rates schedules.

29. If after five years' actual working either Government desires a revision of the ratio of division of through fares and through rates between the two sections, the ratio of division of such fares and rates thereafter earned shall be adjusted by a conference of duly authorised representatives of the two Governments to be held in the beginning of the sixth year, but such revision shall have no retrospective effect.

Accounts.

30. Monthly accounts in English of all receipts from through and joint-sectional trains, through bookings and interchanged traffic and rolling-stock and all other matters requiring adjustment between the two sections shall be made up by each section as soon as possible after the last day of each month, and signed statements of such accounts shall be exchanged between the administrations of the two sections, and after being checked, the balance in favour of either section shall be paid over without delay to the other section as hereinafter provided.

31. The accounts of the British section shall be kept by the chief accountant of that section and certified by the manager. The accounts of the Chinese section shall be kept by the British chief accountant in accordance with the final schedule to this agreement and certified by the managing director. The accounts of all through bookings shall be kept by each section in the English language according to an uniform method to be agreed upon between the two administrations, and such accounts of each section shall be open to

the inspection of a duly authorised representative of the other section at all reasonable times.

---32.—(1.) All-through fares for passengers specified in schedule A and all through rates for goods traffic as defined in articles 14 and 15 and all through rates for carriage of dogs, horses, passengers' baggage and railway parcels and all joint-sectional fares and rates which have been or may hereafter be agreed upon for competitive purposes between stations on the British section on the one hand and Sheklung or Canton or stations intermediate between Sheklung and Canton on the other hand, shall be deemed to be stated in Hongkong legal tender.

(2.) In the joint-sectional fares and rates schedules for use on the British section each of the fares and rates shall be stated in Hongkong legal tender, and shall be the sum of the sectional fare or rate on the British section and the sectional fare or rate on the Chinese section, the sectional fare or rate on the Chinese section being converted into Hongkong legal tender at a rate to be ascertained from time to time as hereinafter provided.

(3.) In the joint-sectional fares and rates schedules for use on the Chinese section each of the fares and rates shall be stated in Chinese currency and shall be the sum of the sectional fare or rate on the Chinese section and the sectional fare or rate on the British section, the sectional fare or rate on the British section being converted into Chinese currency at a rate to be ascertained from time to time as hereinafter provided.

(4.) The rate referred to in sub-clauses (2) and (3) of this article shall, until the 30th of June, 1912, be the mean difference in exchange between Hongkong legal tender and Chinese currency during the six months preceding the 15th of September, 1911, and thereafter shall be the mean difference in exchange between Hongkong legal tender and Chinese currency for the previous calendar half-year. A new rate shall, if necessitated by fluctuations in exchange, come into effect on the 1st of August and the 1st of February of each year.

(5.) Whatever balance is found to be due by one section to the other on each month's working shall be paid in the form of a cheque payable in Hongkong legal tender. Any necessary conversion from Hongkong legal tender into Chinese currency shall be made at the rate at which the collection was made.

(6.) Whenever it can be shown that a loss has been incurred by either section owing to the acceptance of subsidiary coins on account of through bookings, such loss shall be borne by each section in the proportion of the amounts due from through bookings to each section.

(7.) This article may be modified at any time by agreement between the administrations of the two sections.

Maintenance.

33. Each section agrees to maintain the road and works under its charge in such a state of efficiency as will ensure the safety and rapid conveyance of passengers and goods traffic.

General.

34. Except as in this agreement provided, neither section shall interfere in any way with the management or control of the other.

35. In confirmation of article 15 of the final schedule hereto, the Directorate and the Governor undertake, on behalf of their respective Governments, that no part of either section nor the control thereof shall at any time be transferred to persons of any other nationality except Chinese or British, respectively.

36. In confirmation of article 15 of the final schedule hereto, the Directorate and the Governor undertake, on behalf of their respective Governments, that no line competing with either the British or Chinese section shall be built to the detriment of either section, and that no branch line or extension shall be built which could divert traffic to the detriment of either section, without the consent of both Governments.

37. The collection of Customs duties on dutiable articles received by either section and destined for points in the territory of the Government of the other section shall be governed by the rules contained in schedule D hereto attached.

38. When the Chinese Government constructs a line from Canton to Hankow and connects it by a loop-line with the railway in accordance with its declared intention, rules for the interchange of traffic and rolling-stock and for through bookings and through rates shall be settled by the administrations of the British and Chinese sections of the Kowloon-Canton Railway with the administration of the Canton-Hankow Railway, and the British section of the former railway shall be a party to any agreement made for through traffic from the latter railway to the port of Hongkong and *vice versa*.

Police.

39. Each Government shall provide such railway police as may be necessary for preserving order and enforcing the law in and upon the premises of, and in connection with the business of, its own section. In the event of any disturbance affecting the traffic of the railway the Government on whose section the disturbance occurs shall be responsible for all loss (including loss of mails) incurred by the other Government, and for any claims by individuals on account of hurt or damage to person or property, and for damage to rolling-stock belonging to the other section.

Suspension of Agreement.

40. Should either party to this agreement be temporarily unable at any time owing to war or rebellion to fulfil the provisions and conditions thereof, each party shall after due and reasonable notice withdraw all plant which belongs to it from the section of the other party and may work its own section independently of the other, arranging for the closing of the books and accounts up to the date of temporary suspension of this agreement. So soon as the cause of such temporary suspension is removed, the provisions of this agreement shall forthwith come into operation again. Joint rolling-stock (if any) shall be withdrawn by each section in proportion to its actual mileage, due consideration being given to fair

distribution with regard to age and condition of the stock at the time of withdrawal.

Commencement and Term of Agreement.

41. This agreement shall come into force on the day on which the Chinese section is declared open for traffic from Canton to Shum Chun and shall continue in force for five years from that date and thereafter from year to year, unless either Government shall notify to the other Government its desire to determine it, in which case it shall cease to operate on the expiration of one year from such notification. No alteration or modification shall be made in this agreement except with the full consent and approval of the two Governments, but all matters by them expressly left to the agreement of the two railway administrations may be arranged between the chief managers of the two sections without reference to either Government.

Western Calendar.

42. The word "month" whenever used in this agreement means Western calendar month.

English and Chinese Texts.

43. The English and Chinese texts of the present agreement have been carefully prepared; but, in the event of there being any difference in meaning between them, the sense as expressed in the English text shall be held to be the correct sense.

SCHEDULE A.

(ARTICLE 7 (a).)

Through Fares for Passengers.

(A.)—Hongkong or Kowloon to and from Canton.

Dollars.

| | |
|--|------|
| (i.) Maximum passenger fares to be adopted at opening :— | |
| 3rd class | 1-25 |
| 2nd class | 2-50 |
| 1st class | 5-00 |
| (ii.) Special competitive minimum passenger fares :— | |
| 3rd class | 0-70 |
| 2nd class | 1-40 |
| 1st class | 2-80 |

(B.)—Hongkong or Kowloon to and from Sheklung.

| | |
|--|------|
| (i.) Maximum passenger fares to be adopted at opening :— | |
| 3rd class | 0-90 |
| 2nd class | 1-80 |
| 1st class | 3-60 |
| (ii.) Special competitive minimum passenger fares :— | |
| 3rd class | 0-70 |
| 2nd class | 1-40 |
| 1st class | 2-80 |

Return tickets shall be issued to first- and second-class passengers by all through express trains at one and a half times the single fare for the time being in force.

SCHEDULE B.

(ARTICLE 7 (c).)

EXPRESS trains starting from and returning to Canton.

C.—Chinese section.

B.—British section.

| Engine. | Luggage, 3rd, Chinese. | 3rd C. | 1st, 2nd, Chinese. | 2nd C. | 3rd C. | 3rd C. | 3rd, Mail, Chinese. |
|---------|---------------------------|-----------|-----------------------|-----------|-----------|-----------|------------------------|
| | | | | | | | |

EXPRESS trains starting from and returning to Kowloon.

| Engine. | Luggage, 3rd, British. | 3rd C. | 1st, 2nd, British. | 2nd C. | 3rd B. | 3rd C. | 3rd, Luggage, Chinese. |
|---------|---------------------------|-----------|-----------------------|-----------|-----------|-----------|---------------------------|
| | | | | | | | |

| — | For two trains. | Extras. | Total required. | Provided by C. S. | Provided by C. S. |
|--|--------------------|---------|--------------------|----------------------|----------------------|
| 1st and 2nd class com- posite | 2 | 1 | 3 | 2 | 1 |
| 3rd class coaches | 6 | 2 | 8 | 6 | 2 |
| 3rd class composite, lug- gage and brake van | 3 | 1 | 4 | 3 | 1 |
| 3rd class composite, mail and brake van | 1 | 1 | 2 | 2 | ... |
| 2nd class coaches | 2 | 1 | 3 | 3 | ... |
| | 14 | 6 | 20 | 16 | 4 |

Spare.

One 1st and 2nd class composite (Chinese).

Two 3rd class coaches (one British and one Chinese).

One 3rd class composite, luggage and brake van (Chinese).

One 3rd class composite, mail and brake van (Chinese).

One 2nd class coach (Chinese).

Rules for Provision of Coaches for Through Trains.

1. The Chinese section shall provide sixteen coaches and the British section shall provide four coaches for the through express passenger trains, so long as two trains each way are run *per diem*.

The composition of the trains to be such that on the total train run the proportion of coaches supplied shall be :—

Chinese section : British section : : 4 : 1.

2. Say two trains each way are run per day and each train consists of seven coaches. Then in a month of thirty days 420 coach-journeys will be made, or, in a year of 365 days, 5,110 coach-journeys will be made. Then in one year the Chinese section shall provide for 4,088 coach-journeys and the British section for 1,022 coach-journeys.

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This gives an average of 11.2 coaches per day for the Chinese section and 2.8 coaches per day for the British section.

3. The trains shall be made up as per diagram in this schedule as far as practicable.

4. At the end of each year of working the coach-journeys for the year shall be calculated and any difference between the actual figures and those calculated in accordance with the example given in paragraph 2 shall be adjusted by payment by the section in default to the other section of the sum of 5 cents per mile per coach.

5. Three or more Chinese section coaches will be kept at Kowloon.

6. With reference to article 14 of the agreement no rent or demurrage shall be charged to either section in respect of rolling-stock; but either section making default in supplying waggons in the prescribed proportion shall pay a sum of 3 cents per mile per four-wheeled waggon and 5 cents per mile per eight-wheeled waggon to the other section.

SCHEDULE C.

(ARTICLE 18.)

Rules for Interchange of Goods Traffic, and Rolling-stock.

1. Any waggon loaded up to at least half its capacity at any point on one section with goods destined to any point on the other section shall be run through Shum Chun Station Yard to the point of destination without transhipment.

2. Any waggon loaded up to less than half its capacity at any point on one section with goods destined to any point on the other section may either be run through or the goods may be transhipped at Shum Chun Station at the option of the section of destination: Provided that goods in a waggon forming part of a through train shall not be transhipped under this rule.

3. All goods required to be transhipped shall be transhipped at Shum Chun goods transhipment platform under the joint supervision of the officers of both sections.

4. Way bills for all waggons run through Shum Chun Station Yard and for all goods, whether run through or transhipped at Shum Chun Station, shall be exchanged and countersigned at that station by officials of each section duly authorised in that behalf.

5. Subject to any regulations to be hereafter made as soon as a receipt for a waggon has been signed by the proper officer of either section, the receiving section shall be responsible for the safety of such waggon, damage by fire or storm only excepted.

6. All waggons and goods received by either section from the other shall be forwarded to their destination as quickly as possible.

7.—(1.) Each section shall pay to the other section hire for all waggons of the latter section run upon the former section at the following rates:—

- (a.) For the first forty-eight hours or part thereof—1 cent for a four-wheeled waggon and 2 cents for an eight-wheeled waggon for every mile or part of a mile of the outward journey on the section to which the waggon does not belong.
- (b.) If such waggons are returned empty the above charges shall be paid for the return journey.
- (c.) If such waggons are returned loaded full charge shall be paid for the return journey and an extra twenty-four hours' time allowed.
- (d.) For detention of every waggon over the above-mentioned hours a charge of 3 dollars for each four-wheeled waggon and 5 dollars for each eight-wheeled waggon shall be paid for each day or part of a day in excess of the above-mentioned hours.

(2.) The above charges shall not be payable in respect of loaded waggons belonging to the British section run from that section to Shum Chun Station

Yard and returned to the British section within twelve hours empty, or twenty-four hours loaded.

(3.) The above charges shall not be payable in respect of any waggon forming part of a through goods train.

8. Arrangements shall be made between the two sections with regard to insurance of goods and responsibility for their safe delivery.

9. These rules may be amended or added to at any time by mutual agreement between the two administrations without reference to their respective Governments.

SCHEDULE D.

(ARTICLES 13 AND 37.)

Customs Regulations.

Office and godown accommodation for the examination and storage of goods carried by the Canton-Kowloon Railway and for payment of duties thereon will be provided at reasonable rents by the Hongkong Government at Kowloon and by the Chinese Government at Shum Chun Station. Such duties will be collected by the Imperial Chinese Maritime Customs and the Superintendent of Imports and Exports of Hongkong under regulations to be mutually agreed upon, under the following general conditions:—

- (a.) Dutiable goods leaving Kowloon for China by train stopping at no intermediate station in British territory shall pay Chinese Customs import duty prior to departure.
- (b.) Dutiable goods arriving at Kowloon from China uncovered by Customs documents shall pay Chinese Customs export duty and British import duty prior to release.
- (c.) Dutiable goods leaving Kowloon or any intermediate station in British territory by train stopping at intermediate stations may pay Chinese import duty either at Kowloon or at the Chinese frontier station at Shum Chun.
- (d.) Dutiable goods leaving Shum Chun for intermediate stations in British territory not covered by Customs documents shall pay Chinese export duty and British import duty at Shum Chun.
- (e.) Dutiable goods carried from any station on the British section of the railway to any station in China and goods taking out transit documents from the office of the Imperial Maritime Customs in Hongkong, shall pay according to the Revised Import Tariff of China of 1902, or future revisions thereof, and such payment of import duty and transit due (if any) shall free the goods to place of destination.
- (f.) Dutiable goods carried from any station in China on the railway to any station on the British section of the railway and goods taking out transit documents for export from China shall pay according to the export tariff of the treaty of 1858 or future revisions thereof, and such payment shall free the goods to place of destination on the railway, as far as Chinese duties are concerned.

SCHEDULE E.

LOAN AGREEMENT.

Agreement between the Wai-wu-pu (Board of Foreign Affairs of the Chinese Government) and the British and Chinese Corporation (Limited) for the Issue and Regulation of a Loan for the Construction of a Railway from the City of Canton to the Boundary of the Kowloon Leased Territory under British Control (hereinafter called the Railway).

This Agreement is made at Peking on the twenty-third day of the first month of the thirty-third year of Kwang Hsü, corresponding to the seventh day of March, 1907, and the contracting parties are:—

The Wai-wu-pu acting under the authority of an Imperial decree, of

the one part, and the British and Chinese Corporation (Limited) (hereinafter called "the corporation") of the other part.

Whereas a preliminary agreement was made on the 28th March, 1899, between H. E. Sheng, director-general of the Imperial-Chinese Railway Administration, acting under the authority of the Tsung-Li Yamen, of the one part, and the British firm of Jardine, Matheson and Co., for themselves and on behalf of the Hongkong and Shanghai Banking Corporation, representing as joint agents the corporation, of the other part, and it was part of the objects thereof that the terms of another preliminary agreement signed by the same contracting parties on the 13th May, 1898, should be thereby adopted as a preliminary agreement for the construction and working of a railway from the city of Canton to the boundary of the Kowloon leased territory under British control, subject, however, as far as might be practicable, to the terms and conditions thereafter agreed to in the final contract for the Shanghai-Nanking Railway when signed and ratified.

Now it is hereby agreed by and between the parties hereto as follows:—

ARTICLE 1.

The corporation agrees to issue, on behalf of the Imperial Chinese Government, a sterling loan (hereinafter referred to as "the loan") for the amount of £1,500,000 on the terms and conditions hereinafter contained. Imperial Chinese Government Bonds are to be issued for the entire amount, similar to the bonds of the Shanghai-Nanking Railway, with the railway as first mortgage security therefor. The loan shall be in one issue, and the price agreed upon is 94 per cent. of the nominal value, subject to the other provisions of this article as hereinafter stated. The interest on the bonds shall be at the rate of 5 per cent. per annum on their nominal value, payable half-yearly, on the first day of June and the first day of December, and shall be calculated from the date of their sale to the public.

The loan shall be issued to the public as soon as possible after signing this agreement, but, if at the date of signature thereof, owing to an unfavourable state of the market rendering the issue of the loan and the payment of its proceeds to the Viceroy of Canton impossible on the terms above named, then in such case the corporation shall thereafter, at such time as the Chinese Government may decide within a period not exceeding eight months, issue the loan and pay the proceeds thereof to the Viceroy, deducting and retaining six points from the rate at which the loan is actually issued to the public, whatever that rate may be (*i.e.*, if the issue price be 101 the Viceroy will receive 95, and so on).

Subject to the provisions of article 16, the duration of the loan is fixed at thirty years, commencing from the date of the signature of this agreement, but no interest shall be paid on any bonds which may be redeemed or cancelled under the terms hereinafter mentioned after the redemption or cancellation thereof.

On the face of each of these bonds shall be expressed the value thereof in the sum of £100, or in such different amounts as the Chinese Minister in London, in consultation with the corporation, may sanction.

It is understood that the Chinese Government may hereafter, in its discretion, appoint a director-general of the railway, upon whom, in such case, will devolve all the powers, functions and responsibility herein attributed to the Viceroy of Canton (hereinafter called "the Viceroy").

ARTICLE 2.

The proceeds of the loan are to be used in the construction and equipment of the railway, and in paying interest on the loan during the course of construction.

The railway, being the first mortgage security for the loan, shall be built and equipped under the direction of the Viceroy, in accordance with the provisions of article 6 hereinafter, and shall be built as economically as possible in accordance with the best modern system.

It is understood that the Viceroy will secure all the necessary land for the railway, and will give the necessary instructions to expedite and facilitate the work of construction. The railway will be built in the first instance as a single line, but provision will be made, with the approval of the Viceroy, and wherever necessary to meet traffic requirements, for the eventual construction of a double line.

If, during the time of construction, the proceeds of the loan, together with the accrued interest thereon, payable by the corporation, should, after the deduction of the sums necessary for the payments of interest on the loan, be insufficient to complete the construction of the railway, the amount of the deficiency shall either be provided from the Chinese Government's own resources or by a supplementary loan to be hereafter issued by the corporation, the interest and other conditions of which supplementary loan shall be arranged when the time arrives, having due regard to the conditions of the money market.

When the railway is complete, if there is a surplus from the sale of bonds, the said surplus shall be at the disposal of the Chinese Government either to redeem the bonds in accordance with the terms of this agreement as hereinafter stated, or to be placed on deposit with the Hongkong and Shanghai Banking Corporation for the purpose of paying interest on the loan, or for other purposes beneficial to the railway, in regard to which the Viceroy will communicate in due course with the corporation.

In all matters relating to the construction of the railway it is expressly agreed that particular heed shall be paid to the opinions and habits of the Chinese people, and that, when practicable, Chinese shall be employed in positions of trust and responsibility in connection with the railway.

In regard to earthwork, or such other work as Chinese are competent to perform, contracts shall be entered into for such work with Chinese, under the sanction of the head office, and the work itself shall be carried out in accordance with plans and specifications of the engineer-in-chief and under his supervision.

Detailed plans and estimates of cost, whether of the respective sections of the railway, or of any alterations of the same, are to be submitted for the approval of the Viceroy, by the engineer-in-chief through the managing director.

ARTICLE 3.

The loan shall be secured by mortgage to be now entered into in equity by virtue of this agreement, and shall, as soon as possible hereafter be secured by a specific and legal first mortgage in favour of the corporation upon all lands, materials, rolling-stock, buildings, property and premises of every description purchased or to be purchased for the railway, and on the railway itself, as and when constructed, and on the revenue of all descriptions derivable therefrom.

The provisions of this article in respect of the mortgage, are to be construed and treated as equivalent in purport and effect to a mortgage customarily executed and delivered in England to a trustee for the purposes of securing loans and bond issues upon railway properties in foreign countries.

ARTICLE 4.

It is hereby agreed that in six months after this agreement is signed, the corporation shall provide the amount necessary to proceed with the detailed survey of the railway, and for preliminary construction work if necessary, whether this amount comes from the sale or hypothecation of the bonds, or from advances made, provided that bonds for the required amount shall have been executed and delivered to the corporation. If, after expiration of eight months from the date of the ratification hereof, the work of construction shall not have been begun on the railway, this agreement is to become null and void, but if failure to commence construction be due to any cause of *force majeure*, a reasonable extension of this time-limit shall be arranged between the Viceroy and the corporation.

Of the proceeds realised from the sale of the bonds, after deducting so

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much of them as may be required to be kept in England for the purchase of materials and the payments of contracts there, or for repayment of advances, such amounts as may be estimated and certified to by the engineer-in-chief to the Viceroy through the managing director, as being actually required for the construction of any particular section of the railway, may be ordered by the Viceroy, after consideration, to be transferred to Hongkong to be kept in the Hongkong and Shanghai Bank, and placed to the credit of the construction account of the railway for the exclusive purpose of constructing the railway in the manner herein provided for under the supervision of the head office and the Viceroy.

On each occasion of a remittance being made to China, the amount realised in sycee will be reported to the Viceroy, and any portion which may not be required shall be placed at interest. Similarly, the balance in England shall be placed at interest, to be allowed at the usual rate.

The accounts of the money spent from time to time in England, and of the money transferred to the credit of the construction and other accounts for use in China, are to be submitted quarterly to the head office for report to the Viceroy for the information of the Wai-wu-pu, and for his further report to the Board of Revenue, and the Board of Communications, for record therein, after such accounts have been approved and signed by him.

ARTICLE 5.

As to the form of the bond, it is to be agreed upon by the Viceroy or by the Chinese Minister in London and the corporation, as soon as possible after the signature of this agreement, but if, hereafter, the money markets in London or other countries require any modification of the form of the bond, except in anything that affects the amount of the Loan and the liability of the Chinese Government, which are not to be touched at all, such slight modifications may be made to meet the views of the money markets by the corporation in consultation with the Chinese Minister in London.

Any modifications are to be reported at once by the corporation to the Viceroy for the approval of the Wai-wu-pu.

The bonds are to be engraved entirely in the English language, and shall bear the facsimile of the signature of the Viceroy and of his seal of office, in order to dispense with the necessity of signing them all in person, but the Chinese Minister in London shall, previous to the issue of any bonds, put his seal upon each bond with a facsimile of his signature, as a proof that the issue and sale of the bonds are duly authorised and binding upon the Chinese Government.

Such bonds are to be numbered consecutively, and as many bonds as may be needed are to be properly engraved under the supervision of the corporation, and after they are sealed by the Chinese Minister in London, as hereinbefore provided, are to be countersigned by the corporation.

All expenses for the engraving, safe deposit, and sale of the bonds are to be borne by the corporation.

ARTICLE 6.

When the work of construction is ready to begin, the Viceroy will establish a head office at Canton for the construction and management of the railway. This office will be under the direction of a Chinese managing director (appointed by the Viceroy) with whom will be associated a British engineer-in-chief, and a British chief accountant. These British employes shall be proposed and certified as competent for their posts, by the corporation, and shall be approved by the Viceroy; if their services should prove unsatisfactory to the Viceroy, he shall request the corporation to dispense with their services and to nominate their successors, and, in the event of the corporation desiring to remove them for good cause, it shall do so in consultation with the Viceroy. It is understood that the duties performed by these employes are intended to promote the mutual interests of the Chinese Government and the bondholders respectively, and it is therefore agreed that all cases of difference arising therefrom shall be referred for

amicable adjustment between the Viceroy and the representative of the corporation. The salaries and other terms of agreement of the engineer-in-chief and the chief accountant shall be proposed by the corporation, for approval by the Viceroy; and the amount of their salaries, &c., shall be paid out of the general accounts of the railway.

For all important technical appointments on the railway staff, Europeans of experience and ability shall be engaged, and wherever competent Chinese are available, they shall also be employed. All such appointments shall be made, and their functions defined, by the managing director and the engineer-in-chief in consultation, and shall be submitted for the Viceroy's approval: similar procedure shall be followed in the case of Europeans employed in the chief accountant's department. In the event of the misconduct, or the incompetency of European employes, their services may be dispensed with by the managing director, after consultation with the engineer-in-chief, and subject to the sanction of the Viceroy. The form of agreements made with European employes shall conform to the usual practice.

The accounts of the receipts and the disbursements of the railway's construction and operation, shall be kept in Chinese and English in the department of the chief accountant, whose duty it shall be to organise and supervise the same, and to report thereon for the information of the Viceroy through the managing director, and of the corporation. All receipts, and payments, shall be certified by the chief accountant and authorised by the managing director.

For the general technical staff of the railway the necessary arrangements shall be made by the managing director in consultation with the engineer-in-chief, and reported to the Viceroy in due course.

The duties of the engineer-in-chief shall consist in the efficient and economical construction and maintenance of the railway, and the general supervision thereof in consultation with the managing director. He shall always give courteous consideration to the wishes and instructions of the Viceroy, whether conveyed directly or through the managing director, and shall always comply therewith having at the same time due regard to the efficient construction and maintenance of the railway.

A school for the education of Chinese in railway matters shall be established by the managing director, subject to the approval of the Viceroy.

ARTICLE 7.

Under the provisions of article 3 of this agreement the properties covered by the first mortgage security hereby created include the railway, its property and equipment, and the mortgage is to be executed by a deed in the form contemplated by the said article. But subject to the guarantee and mortgage thus given by the Chinese Government, it is hereby declared that this railway is in fact a Chinese property.

All land that may be required along the whole course of the railway within survey limits, and for the necessary sidings, stations, repairing shops and car sheds, to be provided for in accordance with the detailed plans now made, or hereafter to be made by the engineer-in-chief, and approved by the Viceroy, shall be acquired by the Viceroy at the actual cost of the land, and shall be paid for out of the proceeds of the loan.

The title deeds of the land for the railway and all other lands shall be free from all encumbrances and entanglements and shall, from time to time, as soon as secured, be registered in the name of the railway.

Notices of all purchases of lands for the railway within the survey limit (together with corresponding title deeds) are to be transmitted by the railway head office under the direction of the Viceroy to the local agent of the corporation for record and preservation in its office in Hongkong, and for the purpose of establishing the first mortgage security until the time when the same are to be returned to the Viceroy, as hereinafter in this article provided.

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All lands, the title deeds of which are lodged with the corporation as part of the first mortgage security of the loan, shall not be disposed of in any way by hire, lease, or sale, to any party, for any purpose whatsoever, without the written consent of the Viceroy, except only in the event of the Imperial Chinese Government failing to pay the interest or principal of the bonds, and then in accordance with the powers in the deed of mortgage.

The lands thus bought shall be free from all encumbrances, liabilities and entanglements, and shall be conveyed by full and sufficient deeds of assignment according to Chinese law, all of which are to be kept and recorded in the Hongkong office of the corporation, and are to be held by it as a first mortgage security for the bonds under the provisions of this agreement, until such time as principal and interest of the bonds, together with all indebtedness, shall have been paid off, when the same shall then be returned to the Viceroy, except only in the case of the Imperial Chinese Government's failure to pay the interest or principal of the bonds and consequent realisation under the powers of the mortgage security.

For the proper protection of the first mortgage security the Chinese Government undertakes that until the bonds shall have been redeemed, no part of the lands comprised in the mortgage security or the railway with its appurtenances shall be transferred or given to another party, or shall be injured, and that the rights of the first mortgage shall not be in any way impaired, unless with the consent in writing of the corporation, which shall only be given if in the opinion of the corporation the interests of the bondholders will not be affected.

And further, that until the interest and principal of the Loan and all the indebtedness shall have been paid off, or unless with the express consent in writing of the corporation, the Chinese Government or the Viceroy shall not again mortgage the above properties to another party whether Chinese or foreign.

During the period of this agreement no special taxes shall be levied by the Chinese Government on the railway, its appurtenances, or earnings; but all taxes at present payable, such as land tax, as well as any taxes which the Chinese Government may hereafter institute, such as stamp duty, &c., and which may be applicable generally to all commercial transactions in China, shall also apply in the case of the railway and its operations.

ARTICLE 8.

It is agreed that if the half-yearly interest on the bonds is not paid on any due date thereof, or if the principal of the loan be not paid in accordance with the amortisation schedule hereto attached, the whole railway with all its appurtenances herein mortgaged to the corporation for the bondholders, shall be handed over to the corporation to be dealt with by it according to law in such manner as will ensure the proper protection of the interests of the bondholders, provided, however, that if the failure to make payment at any one date be due to causes beyond the control of the Chinese Government, and if the Viceroy request the corporation to postpone the taking over of the railway for a reasonable period of grace, the question shall be amicably discussed and decided between the Viceroy and the representative of the corporation. When the whole loan and the interest due thereon and all the indebtedness shall have been paid off, the railway with all its appurtenances in good working condition shall revert to the possession and management of the Chinese Government according to the provisions of this agreement.

ARTICLE 9.

As remuneration for all services rendered by the corporation during construction of the railway, the corporation shall receive the sum of £35,000, half of which shall be paid when the construction work is half completed, but not later than eighteen months after commencement of construction, and the other half upon completion of the line. This amount shall be regarded as a commutation of the commissions to which the corporation

and its agents would properly be entitled, and of payments of all services rendered in the construction and equipment of the railway, in respect of the present loan; but in the event of any branch line being decided upon by the Chinese Government for construction in connection with this railway, and if the Chinese Government decide to build the same by issue of a foreign loan and not from its own resources, then the corporation shall have the first option of tendering for such loan, and a further payment, proportionate to the amount of such supplementary loan, and calculated at the same rate as the commutation hereinabove mentioned, shall be made to the corporation as commutation of its commission for all services in respect of construction.

In return for this commuted commission, the Viceroy is entitled to require the corporation to superintend the purchase of all materials required for the construction and equipment of the railway, which shall be purchased in the open market at the lowest rate obtainable, it being understood that all such materials shall be of good and satisfactory quality. At equal rates and qualities, goods of British manufacture shall be given preference over other goods of foreign origin. Invoices and inspector's certificates are to be submitted to the Viceroy.

With a view to encouraging Chinese industries, Chinese Government and other materials are to be preferred, provided price and quality are suitable.

No commission shall be allowed to the corporation on the purchase of materials except as above provided. All trade discounts or rebates, if any, are, during construction, to go to the construction account, and after completion, to the credit of the railway.

ARTICLE 10.

In the construction of the line, in the working of the railway, and in the performance of the different kinds of business connected with the railway, no interference or obstruction by Chinese or foreigners will be permitted. The Chinese Government will provide protection for the railway while under construction or when in operation, and all the properties of the railway, as well as Chinese and foreigners employed thereon, are to enjoy the utmost protection from the local officials.

The railway may maintain a force of Chinese police with Chinese officers, their wages and maintenance to be wholly defrayed as part of the cost of the construction and maintenance of the railway. In the event of the railway requiring further protection by the military forces of the Imperial or Provincial Governments, the same will be duly applied for by the head office and promptly afforded, it being understood that such military forces shall be maintained at the expense of the Government or the province.

ARTICLE 11.

All receipts and earnings of the railway shall be regularly paid in to the railway's account with the Hongkong and Shanghai Banking Corporation, and on such funds, whether on daily balance or on fixed deposit, the bank's usual rate of interest shall be allowed.

All expenses of working and maintaining the line shall be paid from the receipts and earnings, and any remainder thereof shall be charged with the service of the loan. If, after payment of these expenses, and making due provision for payment of interest at 5 per cent. per annum on the bonds, and for repayments of principal due in accordance with the amortisation schedule hereto attached, there remain surplus funds unappropriated and properly available for other purposes, such funds shall be at the disposal of the Chinese Government to be used in such manner as the Viceroy may decide, provided always that after completion and opening of the line to traffic the amount sufficient for regular payments of interest and repayments of principal shall be deducted from such surplus funds, if any, and shall be deposited with the Hongkong and Shanghai Banking Corporation six months before the date at which such payments fall due.

In the event of there being no surplus funds available as aforesaid from the earnings of the railway, the amount required for payments of interest

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and repayments of principal, shall be provided in accordance with the conditions of article 14 hereinafter.

ARTICLE 12.

The corporation are hereby appointed trustees for the bondholders, and in any future negotiations respecting these loans, or matters arising in connection therewith which may take place between the Viceroy and the corporation, the corporation shall be taken as representing the bondholders, and as such, empowered to act on their behalf. In view of the fact that the corporation's responsibility to the bondholders continues after construction, whereas, as stated in article 9, its commuted commission for services rendered is limited to the period of construction, and the corporation is not thereunder entitled to any further remuneration during the period of the loan, the corporation shall receive as remuneration for its services and responsibility in acting as trustees for the bondholders the sum of £1,000 per annum, such remuneration to commence from the date of issue of this loan and to terminate upon its complete redemption.

ARTICLE 13.

All materials of any kind that are required for the construction and working of the railway, whether imported from abroad or from the provinces to the scene of the work, shall be exempted from *li-kin* so long as such exemption remains in force in respect of other Chinese railways. The bonds of this loan, together with their coupons and the income of the railway, shall be free from imposts of any kind by the Government of China.

ARTICLE 14.

It is agreed that during the time of the construction of the railway, the interest on the bonds and on any advances made by the corporation is to be paid from the proceeds of the loan. The accruing interest from any proceeds of the loan not used during the period of construction, and the earnings derived by the Chinese Government from the working of any sections of the railway as they are built, are to be used to make up the amount required for the payment of the said interest, and if any deficiency remains it is to be met from the proceeds of the loan.

When the construction of the railway is wholly completed, the interest on the bonds is to be paid, from the income or earnings of the railway received by the Chinese Government, every half-year on the first day of June and the first day of December.

It is hereby agreed that the amount required for the payment of interest and the repayment of principal, together with a sum of one-quarter of 1 per cent. on such amounts, to cover commission to the Hongkong and Shanghai Banking Corporation, who are hereby appointed Agents for the entire service of repaying the loan, shall be paid to them fourteen days before the due dates in Hongkong or in Canton (at the option of the Viceroy when settling exchange) in local currency sufficient to meet such payments in sterling in London, exchange for which shall be settled with the Hongkong and Shanghai Banking Corporation, the Viceroy having the option of settling exchange at any date or dates within six months previous to any due date for the repayment of interest and principal.

The Chinese Government unconditionally undertakes, and hereby promises, to pay the principal of the loan and the interest on the loan on the due dates fixed therefor. If, at any time, the earnings of the railway, together with funds available from the proceeds of the loan, are not sufficient to meet the interest on the bonds and the repayment of capital in accordance with the amortisation schedule hereto attached, the Viceroy shall devise means for supplying the deficiency, and should his inability to do so appear probable, he shall memorialise the Government to take measures to make up the deficiency from other sources, and thus be ready to pay off the indebtedness, so that the required amount may be placed in each case at least fourteen days previous to the due dates of such payments, in the hands of the Hongkong and Shanghai Banking Corporation.

ARTICLE 15.

The corporation may, subject to all its obligations, transfer or delegate all or any of its rights, powers, and discretions, to its successors or assigns, but the corporation, which is a corporation formed under English law, shall not transfer its rights under this agreement to any other nation, or people of any other nationality, except British or Chinese. Similarly, the Chinese Government's rights and authority under this agreement shall not be transferred to persons of other nationality.

It is further understood that the Chinese Government will not build another line competing with this railway to its detriment.

ARTICLE 16.

The term of the loan, as stated in article 1, shall be thirty years. Repayment of principal shall commence after the expiry of twelve and a half years from the date of the loan and shall be completed in seventeen and a half years by yearly payments to the Hongkong and Shanghai Banking Corporation as agents for the service of the loan, acting for the corporation under the terms of this agreement, in accordance with the amortisation schedule hereto attached.

If, at any time after the expiry of twelve and a half years from the date of the loan, the Imperial Chinese Government should wish to redeem the outstanding amount of the loan, or any portion of it, not yet due under the provisions of the amortisation schedule hereto attached, not less than six months' notice shall be given in writing by the Viceroy to the representative of the corporation, declaring the number of additional bonds so required to be redeemed, whereupon the representative of the corporation shall immediately proceed to make such arrangements as may be necessary and usual for the redemption of the number of bonds specified, which, when duly redeemed after payment by the Imperial Chinese Government of the proper amount due thereon, shall be cancelled and delivered to the Viceroy.

All bonds thus redeemed, in excess of the amount specified in the amortisation schedule hereto attached, before the expiry of twenty-five years from the date of the loan, shall be paid for with a premium of 2½ per cent. over their face value (i.e. £102 10s. will be required to pay for £100), but after twenty-five years, bonds may be redeemed over and above the amounts specified in the schedule without premium upon notice being given in the manner above specified.

As soon as the loan has been completely redeemed, this agreement shall become null and void and the mortgage shall be cancelled.

ARTICLE 17.

If, during construction, any proceeds of the sale of the bonds are lying unused and bearing interest on their deposit whilst the construction of the railway is going on, such interest is to be credited to the general account of the railway in order that the railway may enjoy the full advantage thereof.

It is also agreed that, if the corporation shall think it expedient before the sale of any of the bonds to advance any money for the work, such advances, together with the interest thereon not exceeding a charge of 6 per cent. per annum, shall be deducted from the proceeds of the sale of the bonds.

ARTICLE 18.

The junction of the sections of the railway from Canton to the boundary of the Kowloon leased territory under British control, and from the said boundary to the port of Kowloon respectively, and the subsequent joint working of the two sections, shall be arranged by agreement between the Viceroy of Canton and the Governor of Hongkong.

ARTICLE 19.

This agreement is signed under the authority of an Imperial edict dated the seventh day of February, 1907, which has been officially communicated to the British Minister in Peking by the Wai-wu-pu.

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ARTICLE 20.

This agreement is executed in quintuplicate in English and Chinese, one copy to be retained by the Viceroy, one by the Wai-wu-pu, one by the Board of Communications, one by the British Minister, and one by the corporation, and should any doubt arise as to the interpretation of the agreement, the English text shall be accepted as the standard.

Signed at Peking by the contracting parties this twenty-third day of the first month of the thirty-third year of the Emperor Kwang Hsu, being the seventh day of March, nineteen hundred and seven.

Seal and Signature of His Excellency T'ang Shao Yi,
representing the Wai-wu-pu.

Witnessed by:

For the British and Chinese Corporation (Limited),
J. O. P. BLAND.

Witnessed by:

Jardine, Matheson and Co.
The Hongkong and Shanghai Banking Corporation,
H. GARDNER, *Acting Agent*.

Joint Agents:

The British and Chinese Corporation (Limited.)

CANTON-KOWLOON Railway Loan: £1,500,000 at 5 per cent., Thirty Years..

Amortisation Schedule.

| Years. | Interest. | Principal. | Total principal repaid. | Principal still outstanding. |
|--------|-----------|------------|-------------------------|------------------------------|
| | £ s. | £ | £ | £ |
| 1 | 37,500 0 | ... | ... | 1,500,000 |
| 2 | 37,500 0 | ... | ... | 1,500,000 |
| 3 | 37,500 0 | ... | ... | 1,500,000 |
| 4 | 37,500 0 | ... | ... | 1,500,000 |
| 5 | 37,500 0 | ... | ... | 1,500,000 |
| 6 | 37,500 0 | ... | ... | 1,500,000 |
| 7 | 37,500 0 | ... | ... | 1,500,000 |
| 8 | 37,500 0 | ... | ... | 1,500,000 |
| 9 | 37,500 0 | ... | ... | 1,500,000 |
| 10 | 37,500 0 | ... | ... | 1,500,000 |
| 11 | 37,500 0 | ... | ... | 1,500,000 |
| 12 | 37,500 0 | ... | ... | 1,500,000 |
| 13 | 37,500 0 | ... | ... | 1,500,000 |
| 14 | 36,337 10 | 46,500 | 46,500 | 1,453,500 |
| 15 | 34,200 0 | 85,500 | 132,000 | 1,368,000 |
| 16 | 32,062 10 | 85,500 | 217,500 | 1,282,500 |
| | 32,062 10 | 85,500 | 303,000 | 1,197,000. |

| Years. | Interest. | Principal. | Total principal repaid. | Principal still outstanding. |
|--------|-----------|------------|-------------------------|------------------------------|
| | £ s. | £ | £ | £ |
| 17 | 29,925 0 | | | |
| | 29,925 0 | 85,500 | 388,500 | 1,111,500 |
| 18 | 27,787 10 | | | |
| | 27,787 10 | 85,500 | 474,000 | 1,026,000 |
| 19 | 25,650 0 | | | |
| | 25,650 0 | 85,500 | 559,500 | 940,500 |
| 20 | 23,512 10 | | | |
| | 23,512 10 | 85,500 | 645,000 | 855,000 |
| 21 | 21,375 0 | | | |
| | 21,375 0 | 85,500 | 730,500 | 769,500 |
| 22 | 19,237 10 | | | |
| | 19,237 10 | 85,500 | 816,000 | 684,000 |
| 23 | 17,100 0 | | | |
| | 17,100 0 | 85,500 | 901,500 | 598,500 |
| 24 | 14,962 10 | | | |
| | 14,962 10 | 85,500 | 987,000 | 513,000 |
| 25 | 12,825 0 | | | |
| | 12,825 0 | 85,500 | 1,072,500 | 427,500 |
| 26 | 10,687 10 | | | |
| | 10,687 10 | 85,500 | 1,158,000 | 342,000 |
| 27 | 8,550 0 | | | |
| | 8,550 0 | 85,500 | 1,243,500 | 256,500 |
| 28 | 6,412 10 | | | |
| | 6,412 10 | 85,500 | 1,329,000 | 171,000 |
| 29 | 4,275 0 | | | |
| | 4,275 0 | 85,500 | 1,414,500 | 85,500 |
| 30 | 2,137 10 | | | |
| | 2,137 10 | 85,500 | 1,500,000 | ... |

ANNEX 14.

CHEFOO HARBOUR COMMISSION.

Lu Tseng-Hsiang to Dean of the Diplomatic Body.

(Translation.)

Sir,

April 11, 1918.

Of the questions relating to the proposed construction of a breakwater at Chefoo, those dealing with the levy of port and wharfage dues and the joint contribution of funds by the Central Government and the Governor of Shantung have already been provided for by arrangements made between this Ministry and your Excellency as Dean, with the approval of the Diplomatic Body; subsequently further negotiations took place between us with regard to the question of the proposed executive commission.

A letter has now been received from the Governor of Shantung proposing an arrangement in three clauses as follows:—

- (1.) The official of the Chinese Government shall act as chairman of the commission and the Commissioner of Customs shall act as treasurer, it being understood that the general rule whereby the opinion of the majority prevails shall apply to the proceedings of the commission.
- (2.) The receipt and expenditure of funds shall require the joint signature of the chairman and treasurer.

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- (3.) The commission shall render periodical reports showing the progress of the work and the condition of the funds, copies of which shall be sent to the Governor of Shantung.

This Ministry having carefully considered the above arrangement and found it to be quite satisfactory, an agreement can be made on this basis in order to enable the work to be commenced at an early date.

I have the honour to request your Excellency as Dean to submit the above to the Diplomatic Body and to favour me with a reply.

I avail, &c.,

(Seal of Wai Chiao Pu).

Memorandum.

Peking, April 24, 1913.

The Dean has the honour to acknowledge the receipt of the Wai Chiao Pu's note of the 11th stating that—

“Of the questions relating to the proposed construction of a breakwater at Chefoo, those dealing with the levy of port and wharfage dues and the joint contribution of funds by the Central Government and the Governor of Shantung have already been provided for by arrangements made between this Ministry and your Excellency as Dean with the approval of the Diplomatic Body; subsequently further negotiations took place between us with regard to the question of the proposed executive commission.

“A letter has now been received from the Governor of Shantung proposing an arrangement in three clauses as follows:—

“1. The official of the Chinese Government shall act as chairman of the commission and the Commissioner of Customs shall act as treasurer, it being understood that the general rule whereby the opinion of the majority prevails shall apply to the proceedings of the commission.

“2. The receipt and expenditure of funds shall require the joint signature of the chairman and treasurer.

“3. The commission shall render periodical reports showing the progress of the work and the condition of the funds, copies of which shall be sent to the Governor of Shantung.

This Ministry having carefully considered the above arrangement and found it to be quite satisfactory, an agreement can be made on this basis in order to enable the work to be commenced at an early date.

“I have the honour to request your Excellency, as Dean, to submit the above to the Diplomatic Body and to favour me with a reply.”

The Wai Chiao Pu's communication was duly laid before the Diplomatic Body, who desire the Dean to state, in reply, that they agree to the arrangement therein contained and they hope that the necessary instructions will be issued to the Chinese officials con-

cerned in order that the scheme for the construction of the break-water may be carried into effect at an early date.

Copies of the Dean's memorandum to the Wai Chiao Pu of November 13, 1912, and of the Wai Chiao Pu's note of April 11, together with this reply, will be sent to the senior consul at Chefoo for the guidance of the Consular Body, with the suggestion that the date for the commencement of the levy of the dues on the seals contained in the Wai Chiao Pu's note of May 26, 1910, should be decided locally by the commission.

ANNEX 15.

Wharfage Dues Regulations for the Port of Changsha.

Preamble.

EVER since the opening of Changsha as a treaty port the Maritime Customs have, in addition to levying the import and export dues authorised by treaty, also collected wharfage dues. But these dues, not being among those leviabable under treaty, cannot be collected from British subjects without the consent of the British Government. The superintendent of the Changsha Customs, Mr. Wang, and His Majesty's consul at Changsha, Mr. L. Giles, acting under instructions from their respective superiors, have now agreed upon the following draft regulations to govern the levy of wharfage dues, which shall come into force so soon as the approval of their said superiors has been received:—

I.

All British subjects and all persons under British jurisdiction shall pay wharfage dues at the rate of 2 per cent. of the Customs duties levied on all imports and exports passed by them through the Changsha Customs and on all goods transhipped there. Goods that have already paid duty elsewhere or that have been passed duty-free shall also pay wharfage dues at the same rate on the Customs duties already paid or payable thereon. No dues whatever shall be levied in excess of the above.

II.

The wharfage dues shall be levied at the above rate by the Commissioner of Customs in Haikuan taels, and the Government bank shall give an additional receipt therefor.

III.

The funds accruing from the collection of wharfage dues shall only be applied to the construction of wharves, roads and bridges along the river front outside the city of Changsha. It is hereby agreed that the whole of the wharfage dues collected up to the end of 1913 shall be paid to the Government of Hunan as a refund of the sums advanced by them towards the works that have already been undertaken on the river front. The wharfage dues collected

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after the beginning of 1914 shall be exclusively devoted to new constructional work on the river front and to the annual upkeep of such works as have already been completed, thus becoming wharfage dues in fact as well as in name.

IV.

A general statement of the total amounts received in wharfage dues shall be prepared in duplicate by the Commissioner of Customs and the Government bank, whereof one copy shall be sent to the Superintendent of Customs to be placed on record and one copy shall be retained by the Commissioner of Customs which the British Consul shall be at liberty to inspect at any time. No disbursements shall be made without the joint consent of the Superintendent of Customs, the British Consul at Changsha and the Commissioner of Customs having first been given.

V.

The present regulations shall not come into force until they have received the approval of the respective superiors of the two signatories, when the British Consul shall forthwith return in full to the Superintendent of the Changsha Customs the wharfage dues collected from British merchants and deposited in the British consulate by the Commissioner of Customs from the 20th March, 1911, until the receipt of the approval herein before mentioned; and this sum shall be applied in the manner provided in article 3 of these regulations, that is to say the wharfage dues collected before the end of 1913 shall be refunded to the Government of Hunan and the wharfage dues collected since the beginning of 1914 shall be devoted to any new works that may be undertaken.

VI.

The collection of wharfage dues shall continue for a period of fifteen years commencing on the 1st January, 1914. On the completion of this term, should there still be any necessary work on the river front to be undertaken, and should both the superintendent of the Changsha Customs and the British consul at Changsha be willing that the collection of wharfage dues should be extended for a further period, they shall in consultation draw up a fresh agreement which shall be submitted to their respective superiors for approval before being carried into effect.

VII.

These regulations constitute an exceptional arrangement which shall not be quoted as a precedent.

VIII.

This draft agreement has been drawn up and signed in duplicate. On the receipt of the approval of the respective superiors of the two signatories a final agreement shall be drawn up of which one

copy shall be deposited in the superintendency of the Changsha Customs and one in the British consulate at Changsha. Should the two Governments concerned not approve of this draft agreement, it shall automatically be rendered null and void.

LANCELOT GILES,
His Majesty's Consul at Changsha.

WANG I-SHU,
Superintendent of the Changsha Customs.

June 25, 1914.

ANNEX 16.

CANTON RAILWAYS.

Minister of Communications to Sir J. Jordan.

Your Excellency, Peking, August 24, 1914.

I HAVE the honour to transmit for your perusal copies of letter on the subject of Messrs. S. Pearson and Son's proposal regarding the Canton-Nanchang and Canton-Chaochow-fu railways received from their representative in Peking, and a reply to the same, both of which speak for themselves.

I wish to inform your Excellency, however, that in case it becomes impossible or impracticable for a satisfactory agreement to be reached between Messrs. Pearson and Son and this Ministry, providing for the finance, construction, and original equipment of the proposed Canton-Nanchang and Canton-Chaochow-fu railways, it is the intention of my Government to reserve the same for any other British firm of high standing which may submit a proposal on the subject acceptable to this Ministry.

In communicating this assurance to your Excellency, I desire to be understood as taking a step deliberately intended to afford ample proof of the strong desire of my Government to encourage British enterprise in China, and, specifically, to meet the wishes of your Excellency respecting this particular undertaking by definitely earmarking it for British construction.

Assuring, &c.

LIANG TUN YEN.

Sir J. Jordan to Minister of Communications.

Sir, Peking, August 27, 1914.

I have the honour to acknowledge your Excellency's note of the 24th August enclosing correspondence regarding the Canton-Nanchang and Canton-Chaochow-fu railways.

I note with much satisfaction that it is the intention of the Chinese Government to reserve the construction of these railways for Messrs. S. Pearson and Son or any other British firm of high standing, provided their proposals are acceptable to the Ministry of Communications, and, in this connection, I would suggest to your Excellency that it may be regarded as understood between the

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two Governments that the "firms of high standing" referred to should be firms duly approved by His Majesty's Government.

Your Excellency's sentiments in communicating the definite earmarking of these railway lines for British construction are most warmly appreciated by me, and I shall lose no time in conveying to His Majesty's Government this fresh proof of the strong desire of the Chinese Government to encourage British enterprise in China.

I avail, &c.
J. N. JORDAN.

ANNEX 17.

PAYMENT OF PEKING OCTROI BY BRITISH SUBJECTS.

Board of Finance, the Republic of China.

My dear Mr. Harding, *Peking, January 27, 1916.*

In connection with the Hsiung-wen-men octroi, the Ministry authorises me to state that it tentatively assents to the modifications as under:—

1. That octroi shall be levied only on goods conveyed to the walled city of Peking and the suburbs thereof within distance of 3 miles from the city walls for consumption therein;
2. That the rate of octroi shall be 3 per cent. of the value given on the transit pass or three-fifths of the Customs import duty.

It is mutually understood that in the event of the octroi stations discovering, in course of examination, merchandise contained in the packages different from the commodities set forth in the transit pass, or that the transit pass is for a less quantity than it is accompanied by, the goods concerned will be confiscated.

Instructions will be issued to the authorities concerned to comply with the above modifications upon receipt of confirmation from you.

I have, &c.
WITSON S. SHAN.

H. I. Harding, Esq.,
British Legation.

*His Majesty's Legation,
Peking, January 28, 1916.*

Dear Mr. Shan,
In reply to your letter of the 27th instant, I beg to confirm the informal arrangement therein described on the subject of Peking octroi.

Yours faithfully,
H. I. HARDING.

Witson S. Shan, Esq.,
Ministry of Finance, Peking.

ANNEX 18.

Constitution and Rules for the Min River Conservancy.

AGREED upon by the conference of Chinese and consular officials and mercantile delegates at the meetings held at Foochow on 17th and 24th September, 1918 :—

Preamble.

Whereas at the instance of the Fukien Provincial Government a preliminary project for the improvement of the navigation of the Min River between Pagoda and Nantai so as to provide and maintain a channel having as far as circumstances and funds permit a depth of at least 10 feet, with the final object of providing at least 18 feet at low water of spring tides, has been drawn up; and

Whereas the said preliminary scheme has been approved by the foreign and Chinese mercantile communities in principle on the understanding that the details for the execution of the said project shall be worked out by a conference composed respectively of delegates from the Chinese Provincial Government, the Consular Body and representatives of each national mercantile community :

Now the following constitution and rules for the Min River Conservancy have been agreed upon by the conference provided for above at the meetings held respectively on the 17th and 24th September, 1918, which constitution and rules shall enter into force as soon as they shall have been passed and approved by the Chinese Central Government and the Diplomatic Body at Peking.

ARTICLE 1.

General Conservancy Board.

The powers of control and administration of conservancy works in the Min River, within the limits to be described below, shall be vested in a general conservancy board, to be composed of the following members :—

- The director of the Fukien Conservancy Bureau, or a substantive official of standing delegated by the chief provincial authority, who is to be president of the board;
- The Commissioner of Customs for the time being at Foochow, who shall be secretary and treasurer;
- The members of the Foochow Consular Body;
- A representative of each foreign chamber of commerce or duly constituted national body of merchants consularly represented at Foochow;
- Two representatives of the Chinese General Chamber of Commerce;
- Two representatives of the Chinese General Junk Guild.

This board, of which eight members shall constitute a quorum, shall have the power to decide on all principal and important matters connected with the conservancy and may be convened by the president or at the request of any four members at any time when

in the opinion of the conveners a question is at stake of sufficient importance for reference to the General Board.

ARTICLE 2.

Executive Committee.

The executive powers of the Conservancy Board shall be vested in an executive committee consisting of three members, namely:—

The president of the General Board aforesaid;

The secretary and treasurer of the General Board;

A member of the Consular Body elected annually by that body for the purpose of representing the consular officials.

This committee, of which two members shall form a quorum, shall have the management of all current affairs of the conservancy, including the direction of the technical and financial policy and administration, and shall continue to function as such subject to any decision which may be arrived at by a meeting of the General Board. The committee shall submit to the general body duly audited quarterly accounts of all receipts and disbursements and shall prepare and publish at the end of each year a report on the progress of the works, the main occurrences of the year's working, programmes for future action, &c. Minutes of all meetings held by the executive committee shall be printed or manifolded for circulation among all members of the General Board. A member of the General Board shall at any time have the right to address to the executive committee questions regarding the policy or administration of the conservancy, which questions shall be answered in full detail.

At meetings of both the board and the executive committee, the president shall have the casting vote. Voting by proxy shall not be allowed. Neither of the board nor of the committee shall any member be held personally responsible for any action, contract or loan executed in accordance with regular procedure of the conservancy control and administration.

ARTICLE 3.

Limits of Board's Control.

Though primarily established for the purpose of carrying out the improvement of the Min River between Nantai and Pagoda Anchorage as provided for in the preamble, the control of the Conservancy Board shall be held to embrace the entire water approach at the port of Foochow from the sea to the upper tidal limit which may be held to be situated at the upper end of Nantai Island, including the control of any project of works affecting the distribution of the flow of water between the two branches of the river bifurcating at the upper end of that island. Within these limits the board's authority shall be supreme as regards the construction of works in the bed of the river, the establishment of normal lines, protection of the hydraulic régime, &c. As regards

wharves, anchorages, aids and rules for navigation, &c., the board shall act in consultation with the port's harbour authorities. Questions affecting the approaches and welfare of villages situated near the banks of the river and other matters affecting the population and its livelihood, such as agriculture, fisheries, &c., shall be settled in due consultation with the proper territorial authorities. The board shall further be empowered to enter into consultation with the provincial authorities with a view to arriving at a working system for the sale or *sheng k'o* of land accreted or artificially raised in the course of the conservancy works.

The service of the engineers engaged by the board may also be utilised, if the board should think fit, for a survey of the upper reaches of the Min with a view to determining whether the navigation of the upper river may not be improved by the removal of rocks which now obstruct its passage, but the cost of executing any such project shall not be defrayed out of the revenues of the present scheme.

ARTICLE 4.

Time Limit.

The Conservancy Board shall continue to function until expressly dissolved by the Chinese Central Government in consultation with the Diplomatic Body, but in no case shall such dissolution take place until any loan contracted by the Board shall have been paid off or otherwise satisfactorily provided for to the end of its term.

ARTICLE 5.

Powers and Functions of Conservancy Board.

In the exercise of the control as stipulated above, the Conservancy Board shall have the power, either in its own name or in the name of the executive committee, to—

- (a.) Collect and administer the conservancy surtaxes according to the tariff and in the manner stipulated below;
- (b.) Apply the revenues thus obtained for the object described above in the manner it may judge best, either by direct disbursements or by hypothecation or by both;
- (c.) Raise such loans or arrange for such overdrafts with banks as it may consider necessary and feasible to raise or arrange for by hypothecation of the revenue to be derived from the aforesaid conservancy surtaxes;
- (d.) Decide upon the works to be undertaken or plans to be executed in furtherance of the object aforesaid after due consultation with competent experts;
- (e.) Engage the necessary technical staff, both consulting and executive for the execution of such works, and exercise full control over the establishment thus created;
- (f.) Enter into contracts for the delivery of plant or materials for the execution of the works, on the understanding that all contracts exceeding an aggregate value of 1,000 dollars

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shall be given out by public tender, and the tender offering the most advantageous conditions accepted;

- (g.) Generally do what is necessary to further the object in view with due regard for rights and prerogatives not specially curtailed by this instrument.

ARTICLE 6.

Conservancy Surtaxes.

The surtaxes referred to under (a) of the preceding clause, which have been agreed to and are hereby made binding upon all concerned under sanction of the Chinese Central Government and the Diplomatic Body, are the following:—

- (a.) A surtax of 5 per cent. on all dues and duties collected by the Maritime Customs, excepting tonnage dues. Goods arriving under exemption certificate to pay 5 per cent. on the duty from which they have been thus exempted;
- (b.) A surtax of 5 per cent. on all dues and duties, with the exception of junk dues and registration fees, collected by the Native Customs;
- (c.) Duty-free goods at both customs to pay $2\frac{1}{2}$ per mille *ad valorem*, with the exception of grain for relief purposes, munitions of war for Chinese Government use and Chinese Government goods under Government stores certificate, which are to be exempted from the surtax;
Treasure to pay $\frac{1}{2}$ per mille *ad valorem*. Chinese Government salt to pay a surtax of 1 per mille *ad valorem*;
- (d.) A tax of 3 cents per ton per arrival on all sea-going steamers under 500 tons, and 5 cents per ton on steamers of 500 tons or over, ascending to Nantai;
- (e.) A tax of 1 cent per ten piculs capacity per arrival (which includes clearance) on sea-going junks ascending to Nantai or above Mamoi Arsenal, with a minimum levy of 1 dollar per junk. Vessels paying under this class are exempted from the surtax sub (h);
- (f.) A tax on passenger steam launches plying at this port of 5 dollars per launch per month; launches not engaged in passenger traffic but used for Government or business purposes to pay 3 dollars per month;
- (g.) A tax on cargo boats of 1 dollar per boat per month;
- (h.) The existing small conservancy tax on junks instituted in the Native Customs since the beginning of 1917, which tax is to be continued and amalgamated with the Conservancy revenue system;

Re-exports will be exempted from the surtax sub (a), but the surtax levied on arrival will not be refundable. Goods re-exported which have been imported previous to the being in force of the surtax to be subjected to the surtax on re-export.

ARTICLE 7.

Chinese Government Contribution.

In addition to what the proceeds of the taxes may be, the Chinese Government, Provincial or Central, undertakes to contribute to the finances of the conservancy a sum of at least 18,000 dollars per annum.

ARTICLE 8.

Commencement and Termination of Taxes.

The surtaxes specified above shall become operative thirty days after these rules shall be notified to the public as having received the necessary higher sanction, and shall remain in force as long as any loan or loans negotiated on strength of them shall remain outstanding.

ARTICLE 9.

Mode of Collection.

The surtaxes shall be collected at the Maritime and Native Custom Houses as far as possible together with the ordinary dues and duties leviable on the same goods and with all regard to the convenience of merchants having to make the payments. For the collection and accounting of the proceeds, the Commissioner of Customs shall be responsible to the Conservancy Board.

ARTICLE 10.

Administration of Conservancy Funds.

The banking and disbursements of the moneys collected, as well as the keeping and periodical rendering of all accounts, shall be attended to by the Commissioner of Customs as treasurer of the conservancy's executive committee, it being stipulated that all cheques shall be countersigned by the president of the committee. An allowance to be agreed upon later shall be handed over periodically from the conservancy funds to the Customs official accounts to meet the cost of collecting and handling the conservancy moneys.

ARTICLE 11.

Management of Staff and Establishment.

As soon as circumstances permit, the executive committee shall draw up a complete set of rules and regulations for the management of the conservancy staff and establishment generally, in which everything pertaining to the conditions of engagement, duties, etc., of the technical staff, as well as everything that concerns the management of the offices, the keeping of accounts, &c., shall be clearly laid down. These rules shall be printed and made also known to the members of the general boards.

The above constitution and rules shall be drawn up in English and Chinese, and shall be printed and made known as soon as they have received the necessary sanction. The signed copy to remain in the archives of the Min River Conservancy.

Passed at Foochow, on the 7th October, 1918, by the undersigned.

- F. E. WILKINSON,
His Britannic Majesty's Consul.
- E. SAUSSINE,
Consul for France.
Acting Vice-Consul for Portugal.
- G. C. HANSON,
American Consul.
- K. MORI,
Acting Consul for Japan.
- JOHN C. OSWALD,
Netherlands Consul. Vice-Consul for Norway.
- J. W. ODELL,
Mexican Consul.
- C. SKERRETT-ROGERS,
Chairman, British Chamber of Commerce.
Representing British Merchants.
- S. SUZUKI,
Representing Japanese Merchants.
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ANNEX 19.

POTASH DEPOSITS IN SZECHUEN.

Aide-mémoire.

September 25, 1918.

WITH reference to the conversations which His Majesty's Minister has recently held with the Ministers of Foreign Affairs and Finance on the subject of the Szechuen potash deposits, the existence of which was first brought to the notice of the Chinese Government in a memorandum handed to the Ministry for Foreign Affairs by Sir John Jordan on the 16th August, 1916. His Majesty's Minister now has the honour to submit the following offer for the favourable consideration of the Chinese Government.

If the Chinese Government, on their part, will authorise the Minister for Foreign Affairs to address a letter to His Majesty's Minister undertaking that—in the event of the Chinese Government deciding to seek foreign assistance for the development of the Szechuen potash deposits—the said Government will in the first instance approach the British Government for such assistance, then the British Government, on their part, will, on receipt of such a letter, undertake to provide skilled engineers for the immediate investigation of the deposits in co-operation with engineers appointed by the Chinese Government and, in the event of such investigation proving the feasibility of such development, the British Government will further undertake to provide the necessary financial assistance to enable

the Chinese Government to place this important raw material on the market for the benefit of Chinese and Allied industry and agriculture.

Wai-chiao Pu to His Majesty's Minister.

(Letter Translation.)

Sir,

Peking, October 21, 1918.

On receipt of the *aide-mémoire* of your Excellency's Legation on the subject of the Tzu Liu-ching potash deposits in Szechuen, this Ministry communicated with the Ministry of Finance and is now in receipt of a joint reply from the Ministries of Finance and Commerce to the following effect:—

"This question being one which intimately concerns both the Salt and the Mining Administrations of China, the Ministry of Commerce and the Salt Administration both appointed deputies to attend a conference on the subject. The British Minister, Sir John Jordan, also visited the Ministry of Finance and emphatically declared that these potash deposits had first been discovered by a British subject and that if foreign co-operation had to be sought, such co-operation should first be offered to British subjects.

"Now these potash deposits are part of China's own assets, and, moreover, they affect the Salt Administration; as soon as the military situation in Szechuen is more settled, means will certainly be devised by China herself for their development. If co-operation with foreigners is found to be essential, then British subjects will be approached in the first instance."

I have the honour to communicate the above for your Excellency's information accordingly.

(Compliments.)

CHEN LU,

For Minister for Foreign Affairs.

ANNEX 20.

ENGINEERS FOR LIAO RIVER CONSERVANCY WORKS.

Wai-chiao Pu to His Majesty's Minister.

(Translation of Letter apparently identic.)

Sir,

February 22, 1919.

I HAVE the honour to refer your Excellency to the subject of the engagement of British and Japanese engineers for work on the upper and lower sections of the Liao River, which has been discussed orally by this office with Messrs. Barton and Funatsu, of your own and the Japanese Legations. A telegram was at the same time addressed to the Civil Governor of Fengtien.

I have the honour to inform you that a telegraphic reply has now been received from the Civil Governor of Fengtien, in which he agrees to co-operate in the matter.

The Civil Governor states that the contracts of the two engineers

are to be settled at Newchwang: that the terms of the original contracts are different from the method of engagement in the present case, and that they cannot therefore be taken as a guide. He thinks it unnecessary to retain the title "Engineer-in-Chief," and that the engineers should resign on completion of the work.

While this telegram was under consideration I received a memorandum from the Japanese Legation on the subject. It states that a report has been received from the Japanese consul-general at Mukden to the effect that, as the result of interviews between the consul-general and the Civil Governor, the latter consents to the appointment of one engineer each for the upper and lower sections of the river respectively. The Civil Governor is also stated to consent to the salary of the engineer for the upper section being paid by the Provincial Government. Finally, it was agreed that the contract be signed at Newchwang, and on behalf of the Provincial Government of Fengtien.

This Ministry, upon receipt of this memorandum, again telegraphed to the Civil Governor of Fengtien for his views.

His reply, which is now to hand, is that the salary of the engineer for the upper section should, as was originally arranged, be paid out of that part of the customs receipts which was being borrowed for the purpose, and he denies that there was any question of its coming out of the Provincial Treasury. He also maintains that the contract should be drawn up by the Liao River and Bar Conservancy Board, and not in the name of the Provincial Government of Fengtien.

Now it will be remembered that at an interview with Mr. Barton on the 20th January last it was stated, on the part of this Ministry, that the Japanese engineer employed on the upper section of the river should hold the title "Engineer for the Upper Section" and not be an engineer-in-chief for Fengtien. The period of engagement was, it was understood, to terminate with the completion of the work, and the engineer's salary was to be paid out of the conservancy funds. The recommendations of the Civil Governor of Fengtien are thus in accordance with the proposals originally made by this Ministry, and it is trusted that your Excellency will see your way to approve them and favour me with an early reply in order that they may be put into execution.

Further, with reference to the question of a loan from customs funds, I have the honour to inform you that the matter has been taken up with the Ministry of Finance.

I have, &c.
CH'EN LU.

Letter to Wai-chiao Pu.

(Identical from British and Japanese Legations.)

Sir,

April 9, 1919.

On the 22nd February I had the honour to receive your Excellency's letter on the subject of the engagement of British and

Japanese engineers for work on the lower and upper sections respectively of the Liao River.

The proposal that both engineers should be engaged by the Liao River Conservancy Board as engineer for the lower section and engineer for the upper section respectively, that their engagement should terminate with the completion of the work and that their salaries should be paid out of the conservancy funds appears to be calculated to further the early completion of this important work, and I have pleasure in expressing my concurrence therein accordingly.

I avail, &c.

JOHN JORDAN.

ANNEX 21.

Revised Agreement for the Collection of the Tengyueh Special Tax for Road Construction.

(Translation.)

1. For imports a tax of Tengyueh assay taels 0.50 and for exports a tax of Tengyueh assay taels 0.25 shall be levied on each animal-load and on each ridden animal. On imports and exports carried by coolies, taxes shall be levied at the rates of Tengyueh assay taels 0.125 and 0.063 per man respectively.

The above taxes shall be collected through officers appointed by the Tengyueh Customs at such places as may be found convenient.

At the end of every month, the total receipts from these special taxes shall be handed over by the Superintendent of Customs to the T'eng-Ch'ung district magistrate, and deposited by the latter in the Tengyueh branch of the Fu Tien Bank, to bear interest at the rate of 4 per cent. per annum.

2. An annual sum of Tengyueh assay taels 10,000 from the proceeds of these taxes shall be employed by the Tengyueh Road Committee—consisting of the Taoyin of the Tengyueh circuit, His Britannic Majesty's consular representative at Tengyueh, the Commissioner of Tengyueh Customs, and the T'eng-Ch'ung district magistrate—on construction and upkeep of the road from Tengyueh to Kulihka. This annual sum of 10,000 taels shall be kept by the Tengyueh branch of the Fu Tien Bank in a separate account, to be administered, on behalf of the Road Committee, by the Commissioner of Tengyueh Customs.

3. Twenty-seven per cent. of the taxes levied upon imports and 18 per cent. of the taxes levied upon exports shall be divided equally between the Sawhwas of Nantien and Kanai as fees.

4. An annual sum of Tengyueh assay taels 2,000 from the proceeds of these taxes shall be handed to the Commissioner of Tengyueh Customs as an allowance for the expense of collecting the taxes.

5. The protection of trade-routes is the duty of the Yunnan Government, but as conditions near the frontier are different from those in the interior, it is agreed that of the special tax funds—after

the taels 10,000 for road construction, the Sawbwas' fees, and the allowance of taels 2,000 for the cost of collecting the taxes—the balance left over, up to a limit of taels 3,300 per annum, shall be handed to the local authorities as an allowance for the cost of patrolling for the protection of trade. But the local authorities shall, of course, take suitable measures to afford protection.

6. If, after the four items enumerated above, namely, the taels 10,000 for road construction, the Sawbwas' fees, the allowance of taels 2,000 for the cost of collecting the taxes, and the sum of taels 3,300 as an allowance for the cost of patrolling for the protection of trade, there is still any surplus balance left over from the annual receipts from the special tax, such balance shall likewise be handed to the local authorities, to be employed on repair and construction work on the road between Tengyueh and Paoshan (Yung-ch'ang). The carrying out of this work shall be superintended by a British engineer, who shall be empowered to sign vouchers for all expenditure in connection with road construction or the purchase of materials and submit them to the local authorities for payment.

7. For the carrying out of construction and upkeep of the road from Tengyueh to Kulihka, the Road Committee may invite His Britannic Majesty's consular representative at Tengyueh to approach the Government of Burma with a request to detach one or more skilled engineers.

8. The acquisition, for road construction, of privately-owned land, not subject to objection, is a matter for adjustment by the Road Committee, in conjunction with the local authorities. If expenditure is necessary for the purchase of land, payment shall be made to the owner at market value.

9. The taxes detailed above in article 1 shall not be leviable from any of the frontier officials of Great Britain and China.

10. The period of this agreement is fixed at twelve months, and it is in force, tentatively, from 1st July, 1919, to 30th June, 1920. If it is desired to extend it at the conclusion of that term, the Taoyin of the Tengyueh circuit and His Britannic Majesty's consular representative at Tengyueh shall again deliberate the question before the expiry of the period.

Signed at Tengyueh, Yunnan, this 30th day of June, 1919, being the 30th day of the 6th month of the 8th year of the Republic of China.

YU JEN-LUNG,

Taoyin of the Tengyueh Circuit, Yunnan.

J. B. AFFLECK,

Acting British Consul, Tengyueh.

ANNEX 22.

Agreement in Three Articles for the Adjustment of the "Sea-Back" Foreshore Case, Amoy.

(Translation.)

(A.) THE flying bridge constructed by the British firm, Butterfield and Swire, shall be placed as before and shall conform to the eight regulations jointly drawn up in the 26th year of Kuang Hsu (A.D. 1900); after the completion of the reconstruction, owing to the rights of easement of the flying bridge over Chinese territorial waters, the firm shall pay annually a rent of 20 dollars and hand it over to the British consul at Amoy for transmission to the local Chinese authorities.

(B.) The local Chinese authorities undertake to protect from obstruction the business of the various foreign merchants within the British concession at the back, but the circulation of citizens not impeding the business of the various foreign merchants and conforming to the laws of China must not be interpreted as constituting obstruction.

(C.) The flagstaff at present planted, and the British flag flown, inside the foreshore ground shall forthwith be shifted into the British concession; the three narrow gates still unremoved from the public roads shall also be removed immediately, for the convenience of traffic.

Chinese Republic, 11th year, 10th month, 21st day (October 21, A.D. 1922).

(L.S.) A. E. EASTES,
His Britannic Majesty's Consul, Amoy.

(L.S.) CH'EN P'EI-K'UN,
*Taoyin of the Amoy Circuit, Fukien,
Chinese Republic.*

(L.S.) LIU KUANG-CH'EN.
*Commissioner for Foreign Affairs, Amoy,
Fukien, Chinese Republic.*

ANNEX 23.

Chinese Note: Procedure to be observed in Cases where the Provincial Authorities in China may desire to enter into Contracts with Foreign Financial Houses for the Purpose of obtaining Loans.—Peking, October 6, 1898.

The Tsung-li Yamen to Sir C. MacDonald.

(Translation.)

Sir,

Peking, October 6, 1898.

On the 26th November, 1891, the Board of Revenue, in conjunction with the Tsung-li Yamen, memorialised the Throne as follows:—

“In future, in all cases in which Chinese officials, of any rank, borrow money from foreign merchants, the foreign

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merchant concerned must be ordered to request, in the first place, the Minister of his nation at Peking to enquire of the Tsung-li Yamen whether the loan has been really reported to the Throne; should that be the case, the loan could then be made. If the Imperial sanction has not been given and the loan be made in a private way and trouble arise, the Chinese Government will not recognise the loan and will not recover the money on behalf of the lender, whether the official's seal were used or not."

On the 4th December in the same year, the Yamen communicated the above to all the foreign representatives.

Again, on the 11th August, this year, the Mining and Railway Board memorialised the Throne as follows:—

"The General Board has been established in Peking in accordance with the Imperial orders. No uncompleted arrangement, whether made by officials or merchants previous to the issue of the decree, should be regarded as a settled affair."

The Imperial assent was signified to this proposal.

On the 13th September last the Privy Council sent to the Yamen a copy of a memorial of the Governor of Peking, Hu Yu Fen, as follows:—

"With regard to foreign loans contracted by the provinces for mining or railway purposes, the Tsung-li Yamen shall be instructed to notify the foreign representatives, for the information of their merchants, that all agreements and contracts entered into by them, for which the sanction of the Chinese Government has not been obtained, are to be regarded as worthless."

The Imperial rescript directed the Tsung-li Yamen to consider the matter, report, and take the necessary steps.

The Yamen has to observe that the mineral resources of the various provinces of China have not yet been fully developed and the railways, both trunk and branch lines, await connection with each other. In the initial stages permission was given to borrow money from the merchants of all foreign nations in order that natives and foreigners might equally enjoy the profits to be gained, but the affair needs one general control and the funds borrowed must be capable of verification. It is to be greatly feared that ignorant Chinese merchants will take occasion for crafty schemes, and with wild talk of certain railways and certain mines, enter into private agreements with foreign merchants in the hope of gain. The foreign merchants deluded by them will waste their money and find the whole affair lead to no result. Such proceedings are altogether contrary to the desire of the Chinese Government in developing her mines and railways to enable both Chinese and foreigners to gain advantage.

The Yamen now proposes this despatch with the special object of stating clearly that with regard to the opening of mines and the building of railways in China for which foreign loans are made, only

those loans will be sanctioned for which the General Board of Mines and Railways has given its authority.

Agreements made privately with foreign merchants without the previous sanction of the Government Board, whether for mines or for railways, whatever be the amount of capital involved, will all be treated as waste paper. In this manner imposition will be stopped and good faith exalted.

The Yamen has the honour to convey this information to the British Minister and to request that he will instruct British merchants to act in accordance with these principles.

(Seal of Yamen.)

ANNEX 24.

Chinese Note: Procedure to be observed in cases where the Provincial Authorities in China may desire to enter into Contracts with Foreign Financial Houses for the Purpose of obtaining Loans.—Peking, May 15, 1908.

Prince Ch'ing to Sir J. Jordan.

(Translation.)

Peking, 34th year, 4th month, 16th day

Sir,

(May 15, 1908).

HITHERTO Chinese provincial authorities who have wished to have recourse to foreign loans for any public purpose have invariably been obliged to memorialise the Throne first, for sanction by decree; and this is then officially communicated by the Board of Foreign Affairs to the Minister of the nationality concerned as evidence of the transaction; or the foreign financier first reports to his legation, which enquires of this board, and if it is found that a memorial is on record the loan can then be proceeded with.

A note to this effect was sent to the foreign representatives by the Tsung-li Yamen on the 5th December, 1891. Nevertheless, it has recently come to light that in different parts of Mongolia there have been several cases of loans being borrowed directly from foreign capitalists, in a private manner, and without any memorial to the Throne.

Fearing that foreigners may by such means become involved in difficulties, it is important to emphasise the fact that the old rule still obtains, and this board, in conjunction with the Boards of Finance and Dependencies, have now memorialised the Throne, proposing that in future if any foreign loan be contracted in any part of Mongolia the Banner authorities must first report to the Board of Dependencies, which, in conjunction with the Wai-wu Pu and the Board of Finance, will memorialise the Throne and await the issue of a decree, while the foreigner concerned should similarly report to his legation for enquiries to be made of this board as to whether any memorial is on record, before the loan can be made. If the records do not show that the memorial has been granted, and the foreigner lends money on his own responsibility, the Chinese Government will assume no liability, irrespective of the existence

of a loan agreement or the terms of security; and if difficulties arise, the Chinese Government will not undertake to recover losses.

This memorial was approved by rescript on the 11th May, 1908.

We have taken this step in consideration of the importance attaching to such loans, and to prevent foreigners from becoming involved in difficulties. I have the honour to request that British subjects may be directed to comply therewith.

I avail, &c.
CH'ING.

ANNEX 25.

Chinese Note respecting the Arrangements for prohibiting the Traffic in Morphia.—Peking, September 28, 1908.

No. 1.—Prince Ch'ing to Sir J. Jordan.

(Translation.)

Sir,

Peking, September 28, 1908.

WITH reference to the question of prohibiting the importation of morphia into China, I have the honour to inform your Excellency that, as a result of repeated representations on the part of this board to the various foreign representatives in Peking, replies have now been received from each, signifying the concurrence of their respective Governments in such a measure; and whereas effect should be given to this decision as soon as possible, it is now intended to prohibit the importation, at any Chinese port, of morphia, or instruments for its injection, from the 1st January, 1909.

As regards the supply necessary for medical purposes, the following method of procedure has been elaborated:—

“ Any foreign doctor wishing to import morphia must execute a bond before his consular authorities, declaring that it is for his own use or solely for use in a specified hospital.

“ Any foreign druggist wishing to import morphia must similarly execute a bond before his consular authority, pledging himself not to retail it without a foreign doctor's prescription, and, even when a prescription is produced, that he will only sell small quantities.

“ The consular authority will thereupon transmit the bond and the exact details of the amount to be imported to the Imperial Maritime Customs, and when the Imperial Maritime Customs have issued a special permit the consignment may be landed.

“ Any infringement of the terms of the bond will debar the offending party from ever obtaining permission in the future to import morphia.

“ The tariff duty to be levied on such importations will be reduced to 5 per cent. *ad valorem*. If consignments are imported

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without a special permit, they will be confiscated by the Customs. Consignments already afloat previous to 1st January, 1909, will be granted a reasonable time-limit by the Imperial Maritime Customs within which they may be imported, but such consignments will be subject to the present rate of duty, and will not benefit by the reduced scale.

“ Finally, whereas China agrees to prohibit the manufacture of morphia and appliances for its injection by Chinese tradespeople, the Powers also agree to prohibit the manufacture in China of morphia or appliances for its injection by any of their nationals.”

The above articles represent the arrangements which were agreed upon between China and the Powers for prohibiting the morphia traffic, and, in communicating them to your Excellency, I have the honour to request that they may be brought to the knowledge and attention of all British subjects.

While awaiting also the honour of a reply,

I avail, &c.

PRINCE CH'ING.