

事項四 三井物産株式会社ノ中国無線電信局建設契約ニ関スル件

一七七 五月十六日

内田外務大臣ヨリ
在本邦英國大使宛

中国無線通信全般ニ亘リ日英兩國關係事業家

ノ提携連絡方望マシキ旨提議ノ件

附 記 一

大正十年四月五日中国ニ於ケル三井無線電信
契約ニ関スル閣議案

二

大正七年二月二十一日締結ノ中華民國海軍部
及三井物産株式会社間無線電信契約及其仮訳
文

三

三井無線電信契約問題經過概要

亜二機密送第一三三號

大正十年五月十六日

以書翰致啓上候陳者三井物産会社對支那政府無線電信契約
ノ件ニ関シテハ客年三月六日附書翰ヲ以テ申進致シ候次第
モ有之候処爾來帝國政府ニ於テハ英國外務大臣カ九百十
八年三月二十五日附在英珍田大使宛書翰末段ニ開陳セラレ
タル貴國「マルコニー」無線電信会社ヲシテ三井無線電信
事業ニ参加セシメ度キ御希望ノ点ニ関シ更ニ慎重考究ヲ重
ネ候結果爰ニ帝國政府ハ貴國政府ニ於テ下記ノ根本方針ニ

御贊同相成ルニ於テハ右御希望ヲ容ルルコトニ異存無之旨
ヲ回答シ得ルヲ欣幸トスル次第ニ有之候
抑モ支那ニ於ケル国内及對外無線通信施設ノ普及及發達ハ
帝國政府ノ最モ希望スル所ナルハ申ス迄モ無之候処從來往
々關係事業家間ノ競争ヲ見却テ該事業ノ發達ヲ阻害スルノ
嫌アリタルハ甚ダ遺憾トスル所ニ有之候然ルニ貴我兩國ハ
支那ニ於ケル此種事業ニ関シテ最モ深キ關係ヲ有シ來リ候
ニ付テハ前記三井無線電信事業ノミニ止マラス貴我兩國ノ
無線通信關係事業家ヲシテ支那ノ無線通信全般ニ亘リ完全
ナル事業上ノ提携連絡ヲ計ラシムルコトト致度斯ノ如キ合
同成ラムカ無益ノ競争ヲ去リ同國ニ於ケル此種事業ノ發達
ニ貢獻スル所可不尠ト存候就テハ貴國政府ニ於テ右根本方
針ニ御贊同相成ルニ於テハ更ニ御協議ヲ進メ又貴我兩國關
係事業家ヲシテ細目ニ亘リ交渉セシムルコトト致度ニ付右
ニ関スル貴國政府ノ御意向一応承知致度此段申進旁々本大
臣ハ玆ニ重ネテ閣下ニ向ツテ敬意ヲ表シ候
敬具

(附 記 一)

大正十年四月五日中国ニ於ケル三井無線電信契約ニ関スル閣議
案

大正十年四月五日

海軍大臣男爵 加藤 友三郎
外務大臣伯爵 内 田 康 哉
陸軍大臣男爵 田 中 義 一
通信 大臣 野 田 卯太郎

内閣總理大臣 原 敬殿

三井大無線電信事業ニ関スル件

大正六年十一月丁抹商「ラーセン」ナルモノ支那海軍部ト
ノ間ニ大無線電信ニ関スル契約ヲ締結セリ然ルニ右契約ノ
如ク支那ニ於ケル通信權殊ニ強力無線ニ関スル通信權ヲ第
三国ノ手ニ歸セシムルコトハ帝國ノ国防上其ノ他ニ重大ナ
ル影響ヲ与フルモノニシテ且「ラーセン」ノ背後ニハ独逸
資本ノ支援アリト認メタルヲ以テ帝國政府ハ峻嚴ニ支那政
府ニ抗議シ英國政府モ亦同様抗議スル所アリタル結果支那
政府ハ該契約ヲ破棄スルニ至レリ而シテ帝國ハ夙ニ軍事上
其ノ他ノ理由ニ依リ支那ニ有力ナル無線局ヲ建設シ之ヲ我
カ管理ノ下ニ置クノ必要ヲ痛切ニ感シ居タルカ此ノ目的ヲ

達スルニハ「ラーセン」契約ノ破棄ヲ機会トシ同契約ノ利
權ヲ我方ニ獲得スルヲ最捷徑ナリト認メタリ然レトモ政府
ハ自ラ表面ニ立ツコトヲ得サルニ因リ三井物産会社ヲシテ
之ニ当ラシメ大正七年二月同社ト海軍部トノ間ニ契約ノ成
立ヲ見右契約ニ要スル資金五百式拾參万五千五百七拾五円
ハ支那無線電信經營助成金トシテ之ヲ同社ニ下附セリ右助
成金ノ支出ハ外間殊ニ英國側ニ對シテハ絶対秘密ニ附スル
ノ要アリ且又當時日支軍事協約ニ依リ日支共同作戰ヲ為ス
ノ必要アリシヲ以テ旁々之ヲ臨時軍事費ヨリ支弁スルコト
ニ閣議決定ノ上大正七年七月勅裁ヲ經タリ
然ルニ右助成金中約式百万円ハ契約締結ノ運動費トシテ費
消シタルヲ以テ三井カ實際建設費ニ充當シ得ヘキ資金ハ殘
額參百式拾余万円ニ過キサルコトナリタル為自然設計及
仕様ニ無理ヲ生シタル点モアリ且其後物価勞銀ノ騰貴、銀
相場ノ暴騰等種々ノ事由ニ依リ建設費ニ約參百式拾万円ノ
不足ヲ來タシタルカ故ニ機器及材料ノ新規註文ハ一切見合
ハササルヲ得サルコトナリタルノ結果工事全体トシテハ
過半進捗シ居ルニ拘ラス今日ニ於テハ全ク行詰リノ狀態ニ
在リ

元来三井契約ハ第三国ノ妨害ヲ受クル虞アリ早急締結ヲ要シタルト且大体ニ於テ「ラーセン」ノ契約条件ヲ其ノ儘踏襲セサルヲ得サル事情ノ存シタルトニ依リ契約當時既ニ多少不備ノ点アルヲ認メタルモ之ヲ補正スルコト能ハサリシ次第ニシテ本契約ニ依レハ支那政府カ代価ヲ仕払フトキハ何時ニテモ三井ノ局ハ之ヲ支那ニ譲渡ササルヘカラス又附帯契約ニ依レハ更ニ竣成後直ニ譲渡ヲ為ササルヘカラスアルコトトナリ居ルカ只附属取極ニ於テ支那カ自ラ有利ニ該局ヲ経営シ得サル場合ハ其ノ委任ヲ受ケ三井ニ於テ三十年間独占的ニ之カ経営ニ当ルヘキコトヲ規定シアルニ止マリ契約ノ根底薄弱ナルモノアリ且此ノ弱点ヲ熟知セル「マルコニー」会社ハ支那ヲシテ回収セシムルノ予備手段トモ思ハルヘキ抗議ヲ英國政府ヲ通シテ日支両国政府ニ対シ提出シタル事実モアリ故ニ支那ニ於ケル無線事業ニ関シ帝國ノ優越セル地位ヲ維持セムトスルニハ「マルコニー」会社ノ如キ有力ナル競争者ト適當ノ方法ニ依リ提携協同ノ途ヲ講スルコト最要ナルヘキヲ以テ現状ノ儘之ヲ日本資本家ト「マ」社トノ合同ニ移スノ方針ヲ執ルヘキ旨客年七月十三日ノ閣議ニ於テ決定セラレタリ爾來右ノ方針ニ依リ日本資本家ニ

方ヨリ之ヲ条件トスルコトヲ主張シ得ヘク旁々此ノ際前記不足金參百貳拾万円ハ助成金ノ追加トシテ之ヲ支出シ三井契約無線事業ノ完成ヲ期セシムルコト喫緊ノ要務ナリト信ス若シ夫レ助成金ノ支出方法ニ至リテハ通常予算トシテ要求シ議會ニ於テ説明スルコトヲ得サル事情ハ依然トシテ存続スルヲ以テ臨時軍事費ヨリ支出スルノ外ナシト認ム右及請議候也

註 本文書冒頭余白ニ左ノ記載アリ

「閣議ニ於テ支出方決定セラレ本案ハ廃案ナナル」

(附 記 二)

大正七年二月二十一日締結ノ中華民國海軍部及三井物産株式會社間無線電信契約

A WIRELESS TELEGRAPH CONTRACT

CONTRACT

for the building of a large wireless telegraph station in China for the purpose of establishing a direct wireless connection with similar stations in Japan, America and Europe.

1) The following contract has been concluded between the Board of Navy of the Republic of China, hereinafter referred to as "the Government", and

諮リタレトモ工事行詰ノ現状ヲ以テ提携ヲ期セムトスルハ殆ト不可能ナルヲ以テ先ツ残工事ノ完成ニ要スル資金ノ準備ヲ整ヘ然ル上ニテ合同ヲ策スルノ外ナキヲ認メタルニ付關係者ト右資金調達方ニ関シ折衝大ニ努メタルモ經濟界ノ現状ニ於テハ該計画ハ殆ト絶望ナリ故ニ提携ノ問題ハ今後適當ナル機會ノ來ルヲ待ツノ外ナシ而シテ今若シ工事ヲ此ノ儘中止スルカ如キ事アラムカ既ニ投シタル数百万円ノ資金ハ水泡ニ帰シ我國技術上ノ信用地ニ墜ソルハ勿論軍事上其ノ他ノ理由ニ依リ特ニ必要トシタル支那ノ無線通信權ノ獲得ハ全然絶望トナルニ至ルヘシ加之該通信權カ若シ第三國ノ掌中ニ歸スルコトアラムカ帝國ノ國防上並經濟上被ルヘキ損失ハ莫ニ測リ知ルヘカサルモノアルヘシ是レ帝國ノ到底忍フヘカサル所ナリ然ルニ前記ノ如ク該無線電信局ハ或ハ支那ニ譲渡ササルヲ得サルニ至ルヤモ図リ難シト雖完成シタル後ニ於テハ支那政府ハ少クモ既ニ我方ヨリ投シタル資金丈ハ結局償還セサルヲ得サルヘク尚今回ノ不足追加額ヲモ償還セシムルコト絶対不可能ナリトモ限ラス且支那カ譲渡ヲ受ケタル上ト雖之ヲ第三國ノ經營ニ委付スルコトハ德義上為シ得サルノミナラス譲渡ノ場合ニ至ラハ我

the Mitsui Bussan Kaisha, Limited, hereinafter referred to as "the Contractors".

2) The Contractors undertake to build for the Government a large wireless station with sufficient sending-power and special receiving apparatus for establishing a direct wireless connection with Japan, America and Europe, the station to be erected in a place to be approved of by the Government, and where the Contractors shall be allowed to buy or lease the necessary land in accordance with the annexed plans.

3) The sums of money necessary for purchasing or leasing the site, building the houses, towers, construction, transport and erection of the machinery etc, in all pounds sterling 536,267.- (see the annexed estimate), shall be procured by the Contractors, who alone shall be responsible for all transactions in connection with the building of the station.

4) The above capital of £536,267.- constitutes the price of the station and shall be paid in the course of 30 years in equal yearly installments of

¹/₃₀ of the price of the station plus 8% p.a. interest on the unpaid part of it, the payments to be due on the 31st of December every foreign calendar year beginning with the end of the year during which the station has commenced to work regularly.

5) The Contractors guarantee that the above amortisation of the capital thus invested and the payment of interest can be made out of the income of the station after all expenses in connection with its running have first been covered, and therefore the Contractors alone are responsible for the payment of the different sums.

However, the Contractors being thus responsible, the Government concedes the right of working the station and managing all affairs in connection herewith to the Contractors for the above mentioned period of 30 years.

The Contractors are responsible for paying the interest and amortisation of the capital even in the case, that the income of the station does not cover the expenses.

6) As long as the working of the station is in the hands of the Contractors the Government shall receive 10% of the gross takings resulting from the traffic. This royalty shall be calculated from the takings of each one calendar-year and shall be due for payment at the end of every year, and the royalty of 10% of the gross takings shall be paid to the Government even in case the income does not cover the expenses.

7) The Government has the right to keep its own officials on the station to control its working and supervise all accounts in order to ensure that payments are made in accordance with the stipulations under 6). Students may be appointed to the station by the Government for the sake of being educated there, but the Government shall then pay the expenses for keeping the students at the station.

8) In order to ensure the largest possible income from the working of the station the Government shall allow its working in connection with all or any such station outside of China as will ensure

the largest and most profitable traffic, including all kinds of traffic with ships at sea and port; but any commercial traffic with stations in China shall not be permitted to the Contractors, except for military purposes in accordance with directions from the military authorities. In case of war between China and some other power the station shall be worked entirely by the directions, which in that case will be given by the military authorities.

9) Should the Government at any time during the above mentioned period of 30 years, for any reason whatever, desire to take over the working of the station into its hand, then the Government shall have the undisputed right to do so on payment in full of the outstanding and unpaid instalments together with 8% p.a. thereon up to the date of payment. Any further right on the part of the Contractors to have anything to do with the station would thereby cease to exist. In this case the Contractors shall, before handing over the station to the Government, furnish the latter

with a complete inventory, in Chinese and English of the station.

10) Without making such payments as mentioned in prg. 9 the Government has no right to deprive the Contractors of the management of the station and any action to this effect on the part of the Government would entitle the Contractors to have full claim as the proprietors of the station.

11) During the whole time when the responsibility of paying the amortisation and interest on the capital rests with the Contractors these alone have the right to concede their rights and duties in connection with this contract to a third person or firm, but any deal to this effect shall first be permitted by the Government, without whose sanction the conceding of the company's right to a third party shall not be lawful.

12) After the lapse of the above mentioned 30 years the Government shall have the right to take over the station, (if it has not done so already on the conditions mentioned in prg. 9), without paying the Contractors any compensation whatever, when

ther or not the Contractors have been able to get the capital back from the working of the station. Six month's notice to this effect shall be given to the Contractors, otherwise, the Contractors shall have the right to receive 5% of the gross takings for the next five years.

13) As soon as the Government takes over the working of the station the whole staff for its working, keeping accounts etc. shall be appointed, employed and paid by the Government, who shall have the right to dismiss such of the staff as may be found unsuited, but as long as the working of the station is in the hands of the Contractors the whole staff is appointed and employed by them and paid out of the income of the station in the same way as all other running expenses.

14) The Contractors shall, as long as they have the management of the station in their hands and subject to the approval of the Government, have the right to increase the power or improve on the machinery of the station, if this will increase its efficiency; but they shall then of course also

be responsible for the costs of such improvements, and the outlays connected herewith shall be paid with interest within the original 30 years in the same way as the initial outlays for building the station.

15) The Government shall furnish the Contractors with the necessary "Huchow" for importation of the whole of the machinery and materials, which shall be exempted from "Likin" and all other inland dues. When the Contractors apply to the Government for such "Huchow" they shall furnish proper lists of materials and bills for all the cargo to be imported, and no other materials than those to be used for the construction of the station shall be imported on the "Huchow".

16) The Contractors shall be bound to use as far as possible all the materials, that can be bought at reasonable prices in China, before importing such from abroad.

17) The contract shall be made in English and Chinese, but in case of difference or dispute only the English version of the text of the contract

shall be binding for both parties.

Peking, 21st February, 1918.

By order For the Mitsui Bussan
Kaisha, Limited,
(Signed) C. S. Lew (Signed) T. Ohmura.

ESTIMATE

for the building of a complete high-power wireless telegraph station for establishing a direct connection with similar stations in Japan, America and Europe.

1) 6 iron lattice towers, each 250 m. high, including stays, insulators, foundations, winches, counter-weights, for the antenna etc. £142,000

2) 6 iron towers, 60 m. high for the receiving-antenna including stays, insulators and all accessories..... £ 4,860

3) The complete antenna for transmission and receiving. £ 3,900

4) The complete power plant consisting of:—
4 watertube boilers
1 artificial-draught plant

2 boiler pumps

2 turbo-generators, 950 KVA by 5000 V with excitors

2 circulation-pumps

1 watercleaning plant for the boilers

1 condenser-plant

1 electric winch

2 converters for battery

1 complete storage-battery 126 cells 2052 amp. hours capacity

1 complete switchboard-plant
the complete set of wiring and accessories. £ 47,500

5) The complete high frequency plant consisting of:—

2 high frequency converters of about 900 H.P., 500 K. W. highfreq. output directly coupled, includ. pumps for cooling frames & bearings.

2 lowtension converters.

2 oil-and water circulation cooling plants for the frequency transformers.

2 rheostats for the roter-regulation

Diverse transformers for frequency transformation, includ. safety devices and all accessories.

1 variometer tuning plant with all the necessary tuning circuits for different highfreq. circuit.

2 ventilators for the sending relays diverse relays apparatus with all the necessary resistances.

1 resistance circuit for absorbing all the energy at "empty antenna".

1 automatic antenna switch.

1 complete automatic transmitter.

1 complete tone superimposor.

The complete wires, insulators and other accessories..... £128,500

6) The complete receiver plant consisting of:—

Receiver table No. 1.

with the complete receiver for waves between 2 and 24 km. includ. all the necessary controlling devices

cells, audions, detectors, amplifiers etc.

Receiver table No. 2 (in separate house)

The complete receiver for the low net for waves between 2 and 24 km. with accessories as above and "ticker".

Receiver table No. 3 with

1 amplifier

2 parlographs

2 telephone gears with compressor and accessories

Receiver table No. 4 with

2 repetition parlographs including the complete accessories for grinding the cylinders etc..... £ 12,032

7) Illumination plant

The complete illumination plant for all the buildings including the houses of staff, with all cables, brackets and installation materials. £ 1,375

8) I complete telephone & signalling plant between all the houses, offices, workshops, engine-rooms etc. £ 750

A complete testing-laboratory plant for making all electric tests on direct and alternating and high-frequency currents, for steam-engine and boiler tests and for meteorological work. £ 1,500

9) The complete workshop plant and all the necessary tools for building the towers, erections and repair of the machines etc. £ 1,850

10) Buildings, foundations etc.:—

all the buildings as per drawings £ 68,850
foundations for the towers and stays... £ 22,000

// engines. £ 2,000

truckrailway for the transport of coal... £ 2,000

waterwork incl. ice machines and distillation plant. £ 6,200

steamheating-plants. £ 6,000

furniture and interior equipment. £ 4,750

line telegraph plant with cables. £ 350

building the necessary roads..... £ 3,750

motor-truck, fire engine, doctors outfit.

..... £ 2,250

materials for 3 months' work, excl. coal.

..... £ 750

packing, shipping, etc..... £ 3,650
preparation, travelling, investigations,

interest on capital while building etc... £ 33,750

the site for the station..... £ 1,000

the complete erection of the station... £ 34,500

Total sterling £536,267

Remarks The above estimate is made for a separate

electric power-generating station built near a canal or river from which the necessary water can be taken for the condensation-plant. In case a site can be found that will allow of building the power-plant as a part of the station itself, with the high-frequency machines driven directly by the steam-turbines, a saving of about 10-20,000 pounds can be effected, but most likely the arrangement with the separate power plant will technically be the best solution.

Peking, 21 st Feb., 1918.

By Order For the Mitsui Bussan

Kaisha, Ltd.,

(Signed) C. S. Lew. (Signed) T. Ohmura.

SUPPLEMENTARY AGREEMENT

Whereas on the 21st February, 1918, a contract has been concluded between the Chinese Ministry of Navy (referred to as the Government) and the Mitsui Bussan Kaisha, Limited, (referred to as the Contractors) for the erection of a wireless station, and whereas, according to the contract, the Government has the right to take over the said station at any moment on payment of the price, and whereas the Government now desires to take over the station as soon as it is built, therefore the following supplementary agreement for procuring the necessary funds for the Government has been concluded between the Chinese Ministry of Navy and the Mitsui Bussan Kaisha, Limited.

1) The Contractors undertake to procure a loan of £ 536,267 for the Government. This amount shall be placed at the credit of the Contractors in some Japanese bank and shall be used by the Contractors for paying all expenses in connection with build-

ing the station.

2) The whole capital shall be paid back to the Contractors by the Government in the course of 30 years in equal yearly instalments of $\frac{1}{30}$ of the capital, viz £ 17875. S 11. d 4., and besides this repayment of the principal the Government shall pay the Contractors 8 % p.a. interest on the amount due to the Contractors any time.

3) The above instalments of the principal shall be paid by the Government to the Contractors on the 31st of December every foreign calendar year, the first installment however shall not be due before 10 years after the station has been finished and proved to have sufficient power to transmit messages and connect with similar stations in Japan, Western America and Europe.

4) The payment of interest of the amount due to the Contractors in accordance with the stipulations mentioned under 2), shall begin the year the station has been finished, payment being due on the 31st of December on that year and every year after.

5) As by the conclusion of this supplementary agreement all rights to work the station and to the income resulting therefrom are taken over by the Government, then also the Contractors are in no way responsible for the rentability of the scheme, and Art. 5 of the preliminary contract is therefore made void.

6) If, after the station has been taken over by the Government, its working should in any way justly interfere with already existing agreement between the Government and the cable companies, then the Contractors, at the request of the Government, shall be bound to take over the working of the station for the account of the Government and to work it privately in connection with such other wireless stations as will not interfere with the business of the cable companies. Should the contractors fail to fulfill this obligation, further payments of the amounts due to them may be withheld until the obligation be fulfilled.

7) This supplementary agreement forms an aggregate part of the preliminary contract of which

Art. 17 also applies to this supplementary one.

Peking, 21st February, 1918.

By Order

For the Mitsui Bussan Kaisha, Ltd.,

(Signed) C. S. Lew.

(Signed) T. Ohmura.

Peking, 21st February, 1918.

Ministry of Navy,

Peking.

Gentlemen,

With regard to the amortisation and payment of interest of the capital to be invested in the building of large wireless station, we understand, that your Ministry has some misgivings as to whether or not it will be possible to pay the sums due out of the takings from the traffic after deducting the running expenses.

To this we beg to say, that if the Government can not make the station pay its own running expenses and the interest and amortisation of the capital, then we are perfectly willing, if so desired by the Government to take over the working of the

station under the supervision of the Government, and to pay the interest and amortisation ourselves, as per our proposal for the concession-contract first submitted.

In order to protect our interest we must however in this case insist that:—

- 1) The Chinese Government should give us at least one full year's notice, so that we can arrange our management of the station properly.
- 2) The Government should itself be responsible for all payment of capital and interest which, according to the present contract are due for payment during the time the Governments itself has charge of the station.
- 3) We, as long as we have the working of the station in our hand, shall have the right to charge for forwarding all kinds of telegrams both private and official.

By Order We beg to remain,

(Signed) C. S. Lew. Gentlemen,

Your obedient servants:

For the Mitsui Bussan

under no restrictions whatever to connect with all wireless stations in the world, because from that date the present restrictions resulting from the agreement between your Government and the Great Northern and Eastern Extension Cable Companies are no longer in existence.

By Order We beg to remain,

(Signed) C. S. Lew. Gentlemen,

Your obedient servants,

For Mitsui Bussan

Kaisha, Ltd.,

(Signed) T. Ohmura.

This letter is to be attached to the supplementary agreement and approved of by both parties signing it.

Peking, 21 st February, 1918.

Ministry of Navy,
Peking.

Gentlemen,

With reference to the contract which has been concluded between your Ministry and ourselves under today's date, regarding the erection of a large

Kaisha, Ltd.,
(Signed) T. Ohmura.

This letter is to be attached to the supplementary agreement and approved of by both parties signing it.

Peking, 21st February, 1918.

Ministry of Navy,
Peking.

Gentlemen,

Regarding Art. 6 of our supplementary contract we have learned that your Government has already certain agreement running with the Great Northern and Eastern Extension Cable Companies which agreements restrict the working between other telegraph stations on shore in Europe and America and which agreements hold good up to the end of the year 1930.

We, having the above knowledge, beg expressly to state that within the beginning of year 1931 only, we shall abide through-out by the said Art. 6, but that after the beginning of year 1931 our company, if in charge of the working of the station, shall be

wireless station in China, we beg to state that the materials for the use of erection of the said wireless station shall either be selected and prepared by Japanese manufacturers of distinction, or be purchased from Europe or America.

We beg hereby to assure your Ministry that all those materials will be of the best character, and that we shall not in any case make use of articles of inferior quality.

by Order We beg to remain,

(Signed) C. S. Lew. Gentlemen,

Your obedient servants,

For the Mitsui Bussan

Kaisha, Ltd.,

(Signed) T. Ohmura.

This letter is to be attached to the supplementary agreement and approved of by both parties signing it.

With reference to the Contract and the Supplementary agreement signed under date of February 21st, 1918, in regard to the erection of a large wireless station in China, the undersigned hereby

confirm that by the notes which have been exchanged between both parties on the approval of the Cabinet Council, they have come to the following understanding:—

“During the period of 30 years mentioned in Article 4 of the Contract, the Government shall not permit any other person or firm to erect, nor shall it erect by itself any wireless station in China for the purpose of communicating with any foreign country.”

The above understanding forms an aggregate part of the Contract of which Article 17 also applies to this understanding.

Peking, 5th March, 1918.

By order For the Mitsui Bussan
Kaisha, Limited.
(Signed) C. S. Lew. (Signed) T. Ohmura.

右無線電信契約ノ仮訳文

本 契 約

日本、亞米利加及歐洲ニ於ケル同一規模ノ無

線電信局ト直接無線連絡ヲ為ス目的ヲ以テ支那ニ一大無線電信局建設ニ関スル契約

一、支那共和国海軍部（以下政府ト称ス）ト三井物産株式会社（以下請負者ト称ス）トノ間ニ左ノ契約ヲ締結ス

二、請負者ハ政府ノ為メ日本、亞米利加及歐洲ト直接無線連絡ヲ為スニ充分ナル送信力及特別ノ受信機ヲ有スル一大無線電信局ヲ建設スヘキコトヲ約諾ス該局ハ政府ノ承認シ且請負者ニ於テ附帶設計書ニ基キ必要ナル土地ヲ買収又ハ賃借シ得ル場所ニ建設スルモノトス

三、土地ノ買収、賃借、家屋電塔ノ建設、機械ノ建設運搬及据付其他ニ必要ナル金額總計五拾參万六千貳百六拾七磅（別紙見積書参照）ハ請負者ニ於テ之ヲ調達スヘク該局ノ建設ニ関スル一切ノ取引ニ対シテハ請負者ノミ其ノ責ニ任ス

四、前記資金五拾參万六千貳百六拾七磅ハ該局ノ価格ヲ構成シ右ハ三十箇年間ニ該價格ノ三十分ノ一宛年賦ノ方法ニ依リ並之ニ未済額ニ対スル年八分ノ利息ヲ加ヘ仕払ハルヘク且該局カ正規ニ業務ヲ開始シタル年ノ終ヨリ開始シ毎年洋曆十二月三十一日ニ仕払ハルヘキモノトス

テ經營シ最モ多数且有利ナル通信（海上及港内ニ在ル船舶トノ一切ノ通信ヲ含ム）ヲ確保スルコトヲ允許ス尤モ請負者ハ支那ニ於ケル無線電信局ト商業上ノ通信ヲナスコトヲ得ス但軍事官憲ヨリノ命令ニ依ル軍用ノモノハ此限りニアラス

支那ト或ル他国ト戰爭ノ場合ニ於テハ該局ハ全然軍事官憲ノ発スル指示ニヨリテ經營セラルヘシ

九、前記三十年ノ期間内ニ於テ政府カ如何ナル理由ニ依ルモ該局ノ經營ヲ其ノ手中ニ収メント欲スルトキハ未償却年賦總額及之ニ対スル仕払期日迄ノ年八分ノ利息ヲ完済シ以テ之ヲ回收スルノ權利ヲ有スルコト勿論ナリ爾後該局ニ関シ請負者ニ於テ措置ヲナス權利ハ消滅ス此ノ場合ニ於テ請負者ハ該局ヲ政府ニ引渡ス前支那文及英文ヲ以テ作成セル完全ナル財産目錄ヲ政府ニ提供スヘシ

十、政府ハ第九条記載ノ諸支払ヲ為スニ非サレハ該局ノ經營ヲ請負者ヨリ剝奪スルノ權利ヲ有セス若シ政府側ニ於テ此ノ種ノ行為ニ出ツルトキハ請負者ハ該局ノ所有者トシテ一切ノ請求權ヲ享受スルモノトス

十一、年賦金及資金ニ対スル利息仕払ノ責任請負者ニ存ス

五、前記投下資金ノ年賦償却及利息ノ仕払ニ付請負者ハ該局ノ收入中ヨリ先ツ該局經營ニ関スル一切ノ費用ヲ控除シタル殘額ヲ以テ仕払ヲナシ得ヘキコトヲ保障スルカ故ニ諸支払ニ対シテハ請負者ノミ其ノ責ニ任ス

斯ク請負者ニ於テ右責任ヲ負担スルカ故ニ政府ハ前記三十年間該局ノ經營及之ニ関スル一切ノ事務処理ノ權利ヲ請負者ニ附与ス請負者ハ該局ノ收入カ諸費用ノ仕払ニ足ラサル場合ニ於テモ利息ノ支払及資金ノ年賦償却ニ対シ其ノ責ニ任ス

六、該局ノ經營カ請負者ニ屬スル期間中政府ハ通信ヨリ生スル總收入ノ一割ヲ收受スルモノトス右納付金ハ各曆年ノ收入ニ依リ計算シ毎年末ヲ以テ仕払期トス而シテ總收入ノ一割ニ相当スル納付金ハ該收入カ諸費用ノ支払ニ足ラサル場合ニ於テモ尚政府ニ対シ仕払ハルヘキモノトス

七、政府ハ該局ノ經營ヲ管理シ且第六条ノ規定ニ依ル仕払ヲ確保スル為一切ノ計算ヲ監督セシムヘキ官吏ヲ該局ニ常置スル權利ヲ有ス

八、政府ハ該局ノ經營ヨリ出来得ル限り多額ノ收入ヲ確保センカ為支那以外ニ於ケル有ラユル無線電信局ト連絡シ

ル期間内ニ於テハ請負者ノミ本契約ニ関スル其ノ權利及義務ヲ第三者ニ譲渡スル權利ヲ有ス但此ノ種ノ取引ハ予メ政府ノ認可ヲ要ス其ノ許可ナクシテ会社ノ權利ヲ第三者ニ譲渡スルハ違法トス

十二、前記三十年經過後ハ政府ハ（若シ未タ第九条記載ノ条件ニ依リ該局ヲ譲受ケ居ラサル場合ニ於テハ）請負者カ該局ノ経営ニ依リ其ノ資金ヲ回収シ得タルト否トニ拘ハラス請負者ニ何等ノ補償ヲ与ヘスシテ該局ヲ回収スルノ權利ヲ有ス此ノ場合ニ於テハ請負者ニ対シ六箇月ノ予告ヲ与フヘキモノトス然ラサレハ請負者ハ爾後五年間総収入ノ五分ヲ收受スル權利ヲ有スルモノトス

十三、政府ニ於テ該局ノ経営ヲ回收スルト同時ニ該局ノ経営會計其他ニ従事スル全職員ハ政府ニ依リ任命使役セラレ且其ノ俸給ヲ支払ハルヘシ尚政府ハ不適任ト認メタル職員ヲ罷免スル權利ヲ有ス但該局ノ経営請負者ノ手ニ存スル間ハ全職員ハ請負者ニ依リ任命使役セラレ其ノ給料ハ他ノ一切ノ経費同様該局ノ収入中ヨリ仕払ハルモノトス

十四、該局ノ経営カ請負者ノ手中ニ存スル間ハ請負者ハ該

中華民國海軍部

劉 傳 綬

三井物産株式会社

大村得太郎

見 積 書

日本、亜米利加及歐洲ニ於ケル同一規模ノ無線電信局ト直接連絡ヲ為ス為メ完全ナル高力無線電信局建設ニ要スル見積

一、高サ二五〇米突構桁式鉄塔 六基

一四二、〇〇〇磅

但シ支線、碍子、基礎工事、空中線用捲揚機及釣合錘等ヲ含ム

二、受信空中線用高サ六〇米突鉄塔 六基

四、八六〇磅

但シ支線、碍子、及附属品ヲ含ム

三、送信及受信用空中線 一式

三、九〇〇磅

四、発電装置

四七、五〇〇磅

但シ左記ノ諸機器ヨリ成ル

水管式汽罐 四台

四 三井物産株式会社ノ中国無線電信局建設契約ニ関スル件

一七七

二四三

局ノ通信能率ヲ増加スル為メ政府ノ承認ヲ条件トシテ電力ヲ増加シ又ハ機械ヲ改良スル權利ヲ有ス但此等改良ニ要スル費用ニ関シテハ請負者当然其ノ責ニ任スルモノトス此等ニ関スル費用ハ該局建設ニ要スル創業費同様三十年間ニ利息ト共ニ仕払ハルヘキモノトス

十五、政府ハ一切ノ機械及材料ノ輸入ニ対シ必要ナル「護照」ヲ請負者ニ発給スヘシ該機械及材料ニ対シテハ釐金其ノ他一切ノ内国税ヲ免除セラルヘシ

請負者ニ於テ政府ニ対シ「護照」ヲ請求スル場合ニハ輸入セラルヘキ材料ノ正当ナル目録及一切ノ貨物ニ対スル送状ヲ提出スヘシ該局建設ノ為メニ使用セラルルモノ以外ノ材料ハ「護照」ニ依リ輸入スルコトヲ得サルモノトス十六、請負者ハ材料ヲ外国ヨリ輸入スルニ先チ成ルヘク支那ニ於テ相当ノ価格ヲ以テ購買シ得ヘキ材料ヲ使用スル義務ヲ有ス

十七、本契約ハ英文及支那文ヲ以テ作成ス但異論又ハ争議アルトキハ英文契約原本ノミ両当事者ヲ拘束スルモノトス

千九百十八年二月二十一日北京ニ於テ

煙突（人工通風） 一本

汽罐用ポンプ 二台

ターボヂエネレーター（励磁器附属、九五〇キロヴォルトアンペア五〇〇〇ヴォルト） 二台

循環水用ポンプ 二台

汽罐清浄装置 一式

凝汽装置 一式

電気捲揚機 一式

蓄電池用コンバーター 二台

二〇五二「アンペア」時蓄電池 一二六個

配電盤 一式

電線及附属品等

五、送信装置

但シ左記ノ諸機器ヨリ成ル 一二八、五〇〇磅

高周波コンバーター 二台

九〇〇馬力電動機、五〇〇「キロワット」高周波

発電機直結、フレーム及承軸冷却用ポンプ附属

低圧コンバーター 二台

周波数変換器用冷却装置 二式

二四三

回轉子調整用加減抵抗器及周波數變換器(附屬品一切ヲ含ム) 二式

波長變更裝置 一式

送信用リレー電鍵用通風器及抵抗器付諸電鍵 二式

「エンプチーアンテナ」ニ於ケル「エネルギー」吸

収用抵抗回路 一式

自働アンテナ開閉器 一式

自働送信機 一台

トーン、シュウパーインポーザー 一台

電線、碍子類及附屬品一切

六、受信裝置 一一、〇三二磅

第一受信台

二〇〇〇乃至二四〇〇〇米突電波受信ニ適スル真空管檢波器増音器等附屬受信機

第二受信台(別建物)

二〇〇〇乃至二四〇〇〇米突電波受信ニ適スル前

記檢波器及「チックカー」等附屬受信機但シ小「アンテナ」ニ使用ス

第三受信台

増音器 一個

パースログラフ 二式

圧搾器附テレフォンギア 二式

第四受信台

レベチジョンパースログラフ臘管削磨器及附屬品付 二式

七、電燈裝置 一、三七五磅

諸建物(社宅ヲ含ム)ニ対スル電燈裝置ニシテ

「ケーブル」「ブラケット」其他諸材料ヲ含ム

八、諸建物、事務室、作業場、發電所等ノ間ニ於ケル電

話竝ニ信号裝置 七五〇磅

直交流振働電流ニ関スル諸電気実験用及蒸氣及汽

罐実験用並氣象觀測用試験室 一、五〇〇磅

九、修繕工場及鉄塔建設、機器ノ据付、修繕等ニ必要ナル諸器具類

一、八五〇磅

一〇、建物及基礎工事等

別紙図面^(註)ノ諸建物 六八、八五〇磅

鉄塔及支線基礎工事 二二、〇〇〇磅

機関基礎工事 二、二〇〇磅

石炭運搬用軌道 二、〇〇〇磅

水道、製氷機及蒸溜裝置 六、二〇〇磅

蒸氣暖房裝置 六、〇〇〇磅

家具及室内備品 四、七五〇磅

地下電信裝置 三五〇磅

道路新設 三、七五〇磅

「モータートラック」、蒸氣ポンプ医療具

二、二五〇磅

石炭ヲ除キ三ヶ月間ノ諸材料 七五〇磅

荷造、運搬費等 三、六五〇磅

準備費、旅費試験費及建設中ノ利息等

三三、七五〇磅

無線電信局敷地 一、〇〇〇磅

無線電信局工事費一切 三四、五〇〇磅

總計 五三六、二六七磅

備考

以上ハ凝汽用裝置ニ要スル水ヲ引用シ得ル運河又ハ河川ノ附近ニ於テ別ニ發電所ヲ設置スルモノトシテノ見積ナリ發電所カ無線電信局ノ一部トシテ設置シ得ラル

ル地点發見セラレ蒸氣「タービン」ニテ直接高周波發電機ヲ運轉シ得ル場合ニハ一〇、〇〇〇乃至二〇、〇〇〇磅ヲ減額シ得ヘシ然レトモ發電所ヲ別ノ地点ニ建設スルヲ技術上最良策トスルカ如シ

千九百十八年二月二十一日北京ニ於テ

中華民國海軍部

劉傳綬

三井物産株式会社

大村得太郎

註 別紙図面原書ニ無シ

附帶契約

千九百十八年二月二十一日附ヲ以テ支那海軍部(政府ト称ス)ト三井物産株式会社(請負者ト称ス)トノ間ニ一無線電信局ノ建設ニ関スル契約締結セラレ而シテ該契約ニ依レハ政府ハ何時ニテモ代価ヲ仕払ヒ前記ノ局ヲ讓受クル權利ヲ有シ居リ且目下政府ハ該局ノ竣成後直ニ之ヲ讓受ケンコトヲ希望スルカ故ニ政府ノ為メニ必要ナル資金ヲ調達スル為メ支那海軍部ト三井物産株式会社トノ間ニ左ノ附帶契約ヲ締結ス

一、請負者ハ政府ノ為メニ五拾参万六千貳百六拾七磅ノ借款ヲ調達スルモノトス請負者ハ該金額ヲ日本ノ銀行ニ預入レテ貸記シ請負者ニヨリ該局建設ニ関スル一切ノ費用仕払ニ充當セラルルモノトス

二、全資金ハ政府ヨリ三十年間毎年該資金ノ三十分ノ一即ち七千八百七拾五磅拾壹拾四片宛ヲ請負者ニ年賦ヲ以テ償還ス且元金償却以外ニ政府ハ請負者ノ貸金残高ニ対シ年八分ノ利息ヲ仕払フモノトス

三、前記資金年賦額ハ毎年洋曆十二月三十一日政府ヨリ之ヲ請負者ニ仕払フモノトス但第一回年賦額ハ該局建設セラレ日本、西部亜米利加及歐洲ニ於ケル同種ノ局ト電報ヲ交換シ且連絡スルニ充分ナル電力ヲ有スルコトヲ証明セラレタルトキヨリ十年後ニ於テ仕払フヘキモノトス

四、第二条ノ規定ニ依リ請負者ノ貸金残高ニ対スル利息ノ仕払ハ該局ノ建設ヲ了シタル年ニ始マリ同年及爾後毎年十二月三十一日ニ仕払ハルヘキモノトス

五、本附帯契約ノ締結ニ依リ該局ノ經營及之ヨリ生スル收入ニ対スル一切ノ權利ハ政府之ヲ収ムヘキモノナルヲ以テ請負者ハ本計畫ニヨル収利率ニ対シ何等ノ責任ヲ負ハ

右金額ノ仕払ヲ為シ得ルヤ否ヤニ付懸念セラルル趣承知致候

就テハ若シ貴政府ニ於テ該局ヲシテ其ノ經費及資金ノ利息並年賦償却金ノ仕払ヲ為サシムルコト能ハサルトキハ弊社ハ貴政府ニ於テ希望セラルルニ於テハ最初提出シタル特許契約ニ関スル弊社ノ提議通り貴政府監督ノ下ニ欣然該局ノ經營ヲ引受ケ且利息及年賦償却金ノ仕払ヲ可致候

尤モ此ノ場合ニハ弊社ノ利益ヲ保護スル為メ弊社ハ左ノ如キ主張ヲナササルヘカラサル次第ニ有之候

一、支那政府ハ弊社ヲシテ該局ノ經營方法ヲ適當ニ準備セシメムカ為メ弊社ニ対シ少クトモ滿一年ノ豫告ヲ與フヘキコト

二、政府ハ該局ヲ經營スル期間中本契約ニ依リ仕払フヘキ資金及利息等一切ノ仕払ニ対シテハ政府自ラ其ノ責ニ任スヘキコト

三、弊社ハ弊社ノ手ニ於テ該局ヲ經營スル間ハ私報及官報ノ各種電報ノ傳送ニ対シ料金徴収ノ權利ヲ有スヘシ此段得貴意候 敬具

千九百十八年二月二十一日北京ニ於テ

ス依テ本契約第五条ハ無効トナルヘシ

六、政府ハ該局ヲ讓受ケタル後其ノ經營ハ政府ト海底電信会社トノ間ニ現行契約ニ何等牴觸スルコトアル場合ニ於テハ請負者ハ政府ノ要求ニ依リ政府ノ計算ニ於テ該局ノ經營ヲ引受ケ且海底電信会社ノ業務ヲ妨害セサルヘキ他ノ無線電信局ト連絡シ自ラ之ヲ經營ノ義務ヲ負フモノトス若シ請負者ニシテ此ノ義務ノ履行ヲ為ササルトキハ其義務ノ履行セラルル迄請負者ニ対スル爾後ノ仕払ハ停止セラルヘシ

七、本附帯契約ハ本契約ノ一部ヲ成シ本契約第十七条ハ本附帯契約ニ適用セラルヘキモノトス

千九百十八年二月二十一日北京ニ於テ

中華民國海軍部

劉 傳 綬

三井物産株式会社

大村得太郎

附屬取極其一

拝啓 陳者大無線電信局建設資金ノ年賦償却及利息仕払ニ関シ貴部ニ於テハ電報收入ノ内ヨリ經費ヲ控除シタル上尚

三井物産株式会社

大村得太郎

北京

海軍部

御中

本書ハ附帯契約ニ附屬スヘキモノニシテ兩當事者ニ依リ署名承認セラルルモノトス

中華民國海軍部

劉 傳 綬

附屬取極其二

拝啓 陳者附帯契約第六條ニ関シ貴政府カ既ニ大北及大東両海底電信会社トノ間ニ或現存契約ヲ有シ居ラレ該契約ハ欧米ニ於ケル右両社以外ノ陸上電信局トノ通信ヲ制限シ且千九百三十年末迄有効ナル由ヲ承知致候

就テハ弊社ハ千九百三十一年初頭迄ハ全然前記第六條ニ遵フノ外無之旨並貴政府ト大北及大東両海底電信会社トノ間ノ契約ニ基ク現行ノ制限ハ右期限後消滅可致ニ付千九百三十一年初頭以後弊社ニ於テ該局ノ經營ヲ担任スル場合ニ於テハ弊社ハ全世界ノ各無線電信局トノ連絡ニ何等制限ヲ受

四 三井物産株式会社ノ中国無線電信局建設契約ニ関スル件

二四八

ケサルヘキ旨ヲ特ニ爰ニ言明致候

敬具

千九百十八年二月二十一日北京ニ於テ

三井物産株式会社

大村得太郎

北京

海軍部

御中

本書ハ附帯契約ニ附屬スヘキモノニシテ両當事者ニ依リ署名承認セラルルモノトス

中華民國海軍部

劉傳綬

附屬取極其三

拜啓 陳者支那ニ於ケル一大無線電信局建設ノ件ニ付キ本日附ヲ以テ貴部ト弊社トノ間ニ締結シタル契約ニ関シ弊社ハ該無線電信局ノ建設ニ使用スル諸材料ハ日本ノ著名ナル製作者ニ依リ精撰供給セラルルカ又ハ欧米ヨリ購入セラルヘキコトヲ茲ニ言明致候尙弊社ハ貴部ニ対シ前記諸材料ハ品質最良ノモノナルコト竝如何ナル場合ト雖品質劣等ナルモノヲ使用セサルコトヲ保障致候

敬具

一七七

千九百十八年二月二十一日北京ニ於テ

三井物産株式会社

大村得太郎

北京

海軍部

御中

本書ハ附帯契約ニ附屬スヘキモノニシテ両當事者ニヨリ署名承認セラルルモノトス

中華民國海軍部

劉傳綬

(附屬協定)

支那ニ於ケル一大無線電信局建設ノ件ニ付千九百十八年二月二十一日附ヲ以テ調印シタル契約及附帯契約ニ関シ下ノ署名者ハ両當事者カ閣議ノ承認ヲ經テ相互間ニ交換シタル文書ニ依リ左ノ協定ヲ遂ケタルコトヲ茲ニ確認ス
「契約第四条ニ記載シタル三十年ノ期間中政府ハ外国ト通信スル目的ヲ以テ支那ニ無線局ヲ建設スルコトヲ他ノ個人又ハ会社ニ対シ一切許可セサルヘク政府モ亦自ラ之ヲ建設セサルヘシ」

附 録

(一) 日支電氣通信ニ関スル覺書

(大正二年一月十三日外交部ヨリ伊集院公使宛覺書抜萃)

書 抜 萃)

(二) 大正六年十二月七日附陸外交總長宛在支林公使覺書

(三) 大正七年一月三十日附英國外務大臣宛在英珍田大使覺書

使覺書

(四) 三井無線電信契約(附、独占權設定ニ関スル附帯取極)

(五) 大正七年二月二十日附在支芳沢代理公使宛在支英國公使書翰

大臣書翰

(六) 大正七年三月二十五日附在英珍田大使宛英國外務大臣書翰

代理大使書翰

(七) 大正九年一月二十日附内田外務大臣宛在本邦英國大臣書翰

務大臣書翰

(八) 大正九年三月六日附在本邦英國代理大使宛内田外務大臣書翰

務大臣書翰

(九) 大正十年五月十六日附在本邦英國大使宛内田外務大臣書翰

前記ノ協定ハ契約ノ一部ヲ成シ契約第十七条ハ本協定ニ適用スヘキモノトス

千九百十八年三月五日北京ニ於テ

三井物産株式会社

大村得太郎

中華民國海軍部

劉傳綬

(附 記三)

三井無線電信契約問題經過概要

三井無線電信契約問題經過概要

(大正十年九月外務省亜細亞局調査)

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第五 北京無線電信局建設工事

第六 契約ノ公表

第七 独占權假定ニ関スル附帯取極ト英米兩國政府ノ態度

四 三井物産株式会社ノ中国無線電信局建設契約ニ関スル件

一七七

二四九

大臣書翰

第一 支那海軍部「ラーセン」間契約ニ対スル帝国政府ノ抗議

大正六年十一月支那ニ於ケル諸新聞紙上ニ支那海軍部ト交通部顧問丁抹人「ラーセン」トノ間ニ金額約五十万磅ノ大無線電信局建設ニ関スル契約成立シタル趣報道セラレタリ當時歐洲戦争中ニシテ支那ニ於ケル無線電信事業ニ関シテハ帝国政府ニ於テ頗ル之ヲ重大視シ殊ニ右「ラーセン」ノ背後ニハ聯合國共同ノ敵タル獨逸ノ援助潛ミ居ルヤノ風説アリタルヲ以テ本野外務大臣ハ不取敢十二月一日在本邦章支那公使ヲ招キ該契約ノ風説果シテ事実ナリトセハ日支兩國ニ取リ由々敷大事ニシテ之ヲ軍事上ヨリ觀ルモ將タ經濟上ヨリ考慮スルモ支那ニ於ケル無線電信力第三國人ノ管理ノ下ニ置カルコトハ帝国政府ノ看過スル能ハサルハ勿論支那政府ニ於テ該契約ヲ承認シタルモノトセハ帝国政府ハ之ヲ以テ非友誼的行為ト認メサルヲ得サルニ付真相至急取調アリタキ旨ヲ述ヘ無線電信局建設問題ノ如キハ是非日支兩國協議ノ上之ヲ決定スルコトトシタキ旨ヲ内話セリ其後十二月三日在支林公使ハ新任陸外交總長ニ挨拶ノ際陸

聯合國殊ニ帝国政府ノ軍事上ノ地位ヲ侵迫スヘキコト

(一) 無線電信ノ如キ電波ノ縱横無限ニ擴汎スル威力アル通信機關力第三國ノ獨占的掌握ニ帰シ之カ為ニ我カ通信機關力常ニ甚シキ累ヲ受クルコトハ支那ノ隣國タル帝國ノ到底堪ユル所ニ非サルコト

(二) 從來支那ノ有線電信系カ外國会社ノ獨占ニ帰シタル為日支兩國ノ通信上甚シキ不自由ヲ感シタルニ顧ミ此際無線電信機關迄第三國ノ手ニ帰スルハ東洋ノ通信ニ重大ナル影響ヲ及ホスベキコト

(三) 日支兩國間ノ電氣通信最モ頻繁ナル事實ニ顧ミ支那ニ於ケル通信問題ハ兩國提携シテ其ノ經營ヲ行フコト經濟上將タ事実上最モ利益ナルコト

(四) 今回ノ「ラーセン」借款ニ依リ日本トノ無線電信ニ関スル施設ヲモナサトスルモノナリトセハ大正二年一月ノ兩國電氣通信ニ関スル覺書(附録(一)参照)ノ精神ニ反スル虞アルコト

(五) 日支間ノ通信ヲ除外スルモノトセハ歐洲トノ通信ハ事実上極メテ困難ナルニ付差当リ問題トナラサルヘク又米國トノ通信ハ其中間ニ立テル日本ノ無線電信系

四 三井物産株式会社ノ中国無線電信局建設契約ニ関スル件

總長ハ本件ニ言及シ最近英國公使ヨリ「ラーセン」ハ獨逸ト密接ナル關係アリトノ事實ニ基キ抗議アリタル旨ヲ語リタルニ付林公使モ亦同總長ニ對シ目下本件ニ関シテハ帝國政府ニ於テモ考究中ニシテ改メテ何等申出ツル所アルヘキ旨ヲ語リ置キタリ

尚同日英國公使ハ林公使ニ對シ「ラーセン」ハ獨逸ノ利益ヲ代表スルモノナルノミナラス無線電信ニ関シテハ「マルコニー」会社ニ於テ既ニ支那政府ト交渉中ナル行懸モアリ旁々外交部ニ向テ嚴重抗議ヲナシタル旨ヲ内報シ又在支丁抹國公使ハ「ラーセン」ノ契約ハ支那ト歐米トノ通信云々トアルカ故ニ同國大北電信会社ノ有スル特權(千九百三十年迄支那ニ於ケル海底電線ノ陸揚及運用並競争及利益侵害ヲ許サルノ權利)ニ牴觸スルヲ以テ丁抹政府トシテハ或ハ之ヲ不問ニ附スル能ハサルヤモ図リ難ク妙ナ破目ニ立ツコトナルヘシト内話シタル趣ナリ

其後帝國政府ニ於テハ慎重考慮ノ上在支公使ニ對シ前記章公使ニ對スル申入ノ趣旨ニ加フルニ

(一) 第三國殊ニ敵國側ト連絡ノ疑アル外國ノ手ニ於テ無線電信ニ関スル實權ヲ獨占スルニ至ラハ之レ明カニ

ヲ著シク攪乱スル虞アリ將又支那内地間ニ於ケル通信ニ限ルコトトセハ殆ト実益伴ハサル施設ナルコト

(二) 要スルニ支那ニ於ケル無線電信問題ハ一外國ノ力ヲ藉リテ而モ日本ニ何等障礙ヲ与フルコトナク且有利ニ施設ノ法ヲ講スルコトハ殆ト不可能ナルコト

ヲ附言シ支那側ニ對シ嚴重抗議方ヲ訓令セリ依テ在支林公使ハ十二月七日陸外交總長ニ面会ノ上以上訓令ノ趣旨ヲ陳述セル覺書(附録(二)参照)ヲ手交シタリ其際同總長ハ海軍總長ハ当初丁抹人ト契約ヲ締結スルニ當リテハ敵國人トノ關係アルヘシトノ懸念アリタルニ付在丁抹自國公使ニ對シ取調方ヲ電訓シタルニ何等關係ナキヲ確メタルヲ以テ決行シタル次第ナリト辯シタルカ尚篤ト嚴重調査セシムヘキ旨ヲ約シタリ

然ルニ越テ十二月十日外交部ヨリ覺書ヲ以テ今回ノ無線電信仮契約ハ海軍部ト丁抹商人ト契約シタルモノニシテ事前ニ外交部ニ知照セサリシニ付効力ヲ發生シ能ハサルモノナレハ既ニ海軍部ト商議シ該契約ヲ取消シ廢止シタル旨ヲ回答シ来レリ

第二 英國政府トノ応酬

一七七

二五一

一方英國「マルコニー」無線電信会社ハ明治四十四五年ノ頃世界一周無線電信計画ヲ樹テ關係各国政府ニ出願ノ手續ヲ為シタルカ支那政府ニ対シテモ大正二年交渉スル所アリタル模様ナリキ當時袁世凱政府ハ財政窮乏ノ折柄トテ右計画ハ転シテ借款問題トナリ大正三年四月八日財政總長周自齊トノ間ニ金二百万磅ノ無線電信借款仮契約締結セラレタル趣ナリ然ルニ該仮契約ハ調印ノ日ヨリ三箇月以内ニ本契約ヲ締結セサルトキハ無効ニ帰スヘキ旨ノ規定アリタルニ拘ハラス當時独逸側ノ抗議其他ノ事情アリ会社側ハ契約ヲ履行スルヲ得サリシ為遂ニ本契約ノ締結ヲ見スシテ止ミタルカ同社ハ爾來引続キ支那ニ於ケル無線電信建設ヲ画策シ來リ「ラーセン」契約ニ対シテモ前記ノ如ク抗議スル所アリタルガ該契約ノ廢棄ヲ機トシ更ニ支那政府ニ対シ交渉ヲ開始シタルヤノ形跡アリタルヲ本野外務大臣ハ此際英國政府ニ対シ支那ニ於ケル無線電信問題ニ対スル帝國ノ立場ヲ申入レ日英兩國政府間ニ明白ナル諒解ヲ遂ケ置クコト將來ノ為緊要ナルヲ認メ大正七年一月在英珍田大使ニ対シ英國外務大臣ニ左ノ通申入ルル様電訓シタリ

支那ニ於ケル無線電信問題ハ隣國タル關係上日本ニ取り

ヲ手交シ更ニ之ニ説明ヲ加ヘ支那ニ於ケル無線電信ハ帝國ニ取り普通ノ「コンセツション」ノ問題トハ看做スコトヲ得サル重要ナル問題ナル所以ヲ力説シタリ

第三 三井物産会社對海軍部ノ契約成立

北京ニ於テハ其後三井物産会社代表者ハ「ラーセン」契約ニ關係シタル鮑宗漢ニ就キ種々内情ヲ探索シタル処「ラーセン」ハ海軍部ノ取消ヲ承認セス上海ニ赴キテ米國資本家側ニ該契約上ノ權利讓渡ノ運動ヲナシ居ル趣ナリシヲ以テ在支芳澤代理公使ハ帝國側ヨリ支那側ニ対シ資金ヲ供給シテ「ラーセン」ノ權利ヲ擔上ケ他ニ讓渡スルノ危険ヲ根絶シ置キ別ニ三井物産会社ヲシテ海軍部ト新ニ契約ヲ締結セシムルヲ得策ト認メ且鮑ノ内話ニヨレハ「ラーセン」契約ハ已ニ國務會議ノ承認ヲ經タル關係上日本ニ於テ新タニ該契約ト内容ヲ均フスル無線電信契約ヲ締結セントセハ更メテ國務會議ノ正式承認ヲ經ルノ必要モナカルヘシトノコトナリシニ付此際契約ノ内容ノ不備ハ暫ク看過シ至急必要ナル資金ヲ調達シ三井側ヲシテ契約ヲ締結セシムルノ必要アル旨ヲ稟申シ來リタルニ付帝國政府ニ於テモ審議ノ結果遂ニ右稟申ノ通契約ヲ締結セシムルコトニ決定シタルヲ以テ

特ニ軍事上經濟上極メテ緊密重大ノ關係ヲ有シ從テ今回丁抹無線電信借款ノ如キハ帝國政府ニ於テ到底黙過スルコト能ハサルモノト認メ支那政府ニ対シ嚴ニ其反省ヲ求メタリ

今ヤ同借款ハ廢棄セラルルニ至リタルモ帝國政府ハ前記日支兩國ノ特殊關係ニ顧ミ更ニ進ムテ支那ニ於ケル無線電信ノ施設ヲ引受ケムカ為追テ支那政府ト交渉ヲ開始セントスルノ意嚮ヲ有ス就テハ茲ニ予メ右意嚮ヲ英國政府ニ内報スルニ當リ同國政府ニ於テ前記ノ事情諒察ノ上不日帝國政府ノ支那ニ申入ルルコトアルヘキ本件希望ニ対シ特ニ同情アル態度ニ出テラレムコトヲ切望ス

仍テ同大使ハ一月三十日英國外務大臣「バルフォア」ニ面會ノ上前記訓令ノ趣旨ニ加フルニ「シーメンズ」会社ハ大正二年支那政府ヨリ向二十年間「テレフンケン」式無線電信以外ノ様式ヲ採用セラレザルヘキ約束ヲ取付ケ居リ又「ラーセン」ハ「シーメンズ」会社ト密接ノ關係アルモノナル趣並ニ「グレー」外務大臣カ支那ニ於ケル独逸ノ「コンセツション」ハ日本ニ於テ之ヲ獲得スルモ異存ナキ旨言明セラレタル次第ヲモ敷衍シタル覚書(附録(三)参照)

北京ニ於テ急速交渉ヲ進行セシムルコトトナリ二月旧節季前二一應國務會議ニ附議セラルルコトトナリタル趣ニテ海軍部ヨリハ三井物産会社側ニ対シ至急願書ヲ提出スヘキ旨督促シ來リ右願書ニハ在支公使館ヨリ三井物産会社ノ確実ナル会社タルコトヲ証明スル意味ノ照會狀ヲ添附スヘキ旨ヲ申越シ來レルニ付芳澤代理公使ハ三井ヨリノ稟請ヲ諒トシ且事情急迫セル為前記ノ如キ簡單ナル意味ノ照會狀ヲ付与シ本省ノ追認ヲ求メタリ

外務、陸海軍及通信ノ四省ニ於テハ先之内密入手セル「ラーセン」契約ノ内容ニ付篤ト研究ヲ加ヘタル上左ノ如キ趣旨ノ修正ヲ加フルコトヲ必要ト認メ外務大臣ヨリ在支芳澤代理公使ニ対シ訓令スル所アリタリ

(一) 支那ト歐米間トノ無線電信ハ日本内地ノ無線電信所ノ中継ニ倚ラシメタキコト

(二) 若シ之ニ不同意ナルニ於テハ日本側實権ノ下ニ歐米トノ直接通信ヲ為スト同時ニ日本トモ通信スル仕組トシタキコト

(三) 支那ニ於ケル無線通信ノ實権ヲ我手ニ収ムル為出來得ヘクムハ国内數個所ニ無線局ヲ設ケシムルコトト

シタキコト

(四) 契約期間中支那政府ハ三井物産会社又ハ其ノ継承者ノ同意ナクシテ他ニ無線電信局ヲ建設スル等三井側ノ權利ヲ侵害スルカ如キ一切ノ契約ヲ第三者ト締結セス又支那政府自ラモスクノ如キ行為ヲ為サストノ意味ノ規定ヲ追加スルコト

(五) 當ニ国外トノ通信ノミナラス国内ノ無線局トモ通信シ差支ナカラシムルコト

芳澤代理公使ハ以上ノ訓令ニ基キ劉海軍次長ト懇談ヲ遂ケタル処同次長ハ

(一) 國務會議ニ於テハ欧米人ヲシテ請負ハシムル方材料技術等ノ点ニ於テ勝ルヘシトノ意見アリシカ結局三井物産会社トノ契約原案ヲ通過スルコトトナリタルニ付契約締結ト同時ニ三井ヨリ同社ハ本邦著名ノ製造所ノ選取製造ニ係リ或ハ欧米ヨリ購入セル優等ノ材料ヲ使用スヘキ旨ヲ記セル書面ヲ出スコト

(二) 前記欧米トノ通信ヲ日本ノ中継ニ倚ラシムルコトハ到底承諾ヲ得ルノ見込ナキヲ以テ日本及欧米トノ通信ト記載スルノ外ナカルヘキコト

ヲ建設スルコト

(一) 右建設費ハ三十年間ニ年八分ノ利子ヲ附シテ償却スルコト

(二) 三井ハ該無線電信業務開始ノ日ヨリ三十年間支那政府ノ特許ニ依リ該無線電信局ノ経営ニ当リ前項ノ元利支払及経営費ノ支弁ヲナシ損益一切ノ責任ヲ負担スルコト

(四) 総収入ノ一割ヲ報効金トシテ支那政府ニ納ムルコト

(五) 軍用ノ外支那内地ノ通信ヲ許ササルコト

(六) 支那政府ハ何時ニテモ元利ヲ償還シテ該無線電信局ノ経営ヲ回收スルヲ得ヘク又三十年ノ期間満了ノ上ハ無償ニテ回收スルノ權利アルコト

附屬契約ハ前配内ノ精神ニヨリ右特許契約ヲ借款契約ノ形式ニ改ム其ノ大要左ノ如シ

(一) 三井物産会社ハ前記金額ヲ以テ該無線電信局ヲ建設シ又支那政府ハ右金額ニ対シ年八分ノ利息ヲ附シ十年据置ノ上三十年間ニ之ヲ償還スルコト

(二) 建設ノ上ハ支那政府自ラ経営ニ当リ一切ノ収支ノ

四 三井物産株式会社ノ中国無線電信局建設契約ニ関スル件

(三) 国内ニ数箇所ノ無線局ヲ建設シ且国内相互ノ通信ヲ我方ニ於テ掌握セムトスル件ニ関シテハ海軍部ニ於テ何トモ決定シ兼ヌルニ付交通部ト交渉アリタク海軍部トノ契約ニハ何等手ヲ入レス建設箇所ハ半数ノ儘ト為シ置クコト

(四) 前記政府ノ訓令中四即チ第三者ニ対スル規定ハ契約中ニ一条トシテ挿入スルニ異存ナキコト

(五) 「ラーセン」追加契約中製造会社トノ關係聲明ノ件ハ之ヲ削除スルコト

ヲ申出テ我方之ヲ承認シ一応協議纏リタルカ其後右四ノ一個条挿入ノ件ハ海軍部内ニ異論ヲ生シタル為遂ニ別ニ書面ヲ交換スルコトニ折合ヒタルニ付帝國政府ニ於テモ之ヲ承認シ本件契約ヲ締結シ差支ナキ旨ヲ訓令シタル結果二月十四日ノ國務會議ニ於テ支那政府ノ承認ヲ得同二十一日海軍次長劉傳綬ト三井物産会社代表者大村得太郎トノ間ニ該契約ノ調印ヲ了スルニ至レリ其ノ大要左ノ如シ尚ホ契約全文ハ附録四ニ就テ見ルヘシ

(一) 三井ハ金五十三万余磅ヲ調達シ支那政府ノ為ニ日本及欧米トノ直通電信ヲ為スニ足ル大無線電信局一個

責任ハ支那政府ニ歸スルコト

(三) 支那政府ニ於テ該電信局ヲ経営スル場合右経営カ同政府ト大北大東南海底電信会社トノ協約ニ抵觸スルコトアルトキハ三井ハ同政府ノ要求ニ依リ右協約ニ抵觸セサル方法ニ依リ支那政府ノ計算ニ於テ該無線電信局ヲ経営スルノ義務アルコト

然ルニ更ニ附帶取極第一ハ支那政府ニ於テ自ラ経営スルモ収支償ハサルトキハ三井物産会社ハ支那政府ノ要求ニヨリ本契約即チ特許契約ノ規定ニ遵ヒ自ラ該無線電信局経営ノ任ニ当ルコトヲ規定シタリ

尚ホ第二附帶取極ハ前記附帶契約要綱(三)ニ關聯シ支那政府ト大北大東南海底電信会社トノ現存協約ノ結果欧米トノ通信ニ制限ヲ受クルコトアルモ該協約ハ千九百三十年ヲ以テ満了スルニ付其以後三井物産会社ニ於テ経営ノ任ニ当ル場合ニハ如何ナル外国通信モ自由タルヘク又第三附帶取極ハ三井カ該無線電信局建設ニ用ユヘキ材料ハ日本製又ハ欧米製ノ優良品タルヘキコトヲ約定セリ

以上ノ中本契約、附帶契約及第一第二ノ附帶取極ハ「ラーセン」契約力單ニ欧米トノ直接通信ヲ目的トセルニ反シ日

本トノ通信ヲモ加ヘ又「ラーセン」ノ附屬契約中ニハ調印後半年内ニ「ラーセン」カ材料購入準備ニ関スル証明ヲ為スノ義務ヲ規定セル条項アリタルモ三井契約ニハ之ヲ削除シタル外ハ「ラーセン」契約ト同一ニシテ前記第三附帯取極ハ三井契約ニノミ存スルモノナリ

尚附帯取極第四ハ契約期間中第三者ニ対シ同様ノ大無線電信局ノ建設ヲ許可セサルノミナラス支那政府自身モ亦之ヲ為ササルヘキ旨ヲ記載セルモノニシテ支那側ノ事情ニテ調印ハ三月五日トナレリ

以上關係取極ノ完了スルヤ外交部ヨリハ三月六日附半公信ヲ以テ芳澤代理公使ニ対シ左ノ通申越シ来レリ

逕啓者准海軍部函称日商三井洋行駐京日本使館来函介紹呈請承辦建設大無線電台業於本月二十一日經本部与該日商簽訂合同在案請即轉達駐京日本公使查照備案等因相応函達

貴代理公使查照備案可也順頌

日社

右通知文ハ単ニ海軍部ヨリノ通牒ヲ転致シ来レルノミニシテ公文ノ形式ニ依ラス且在支日本公使館照會ノ旨ヲ記載シ

部ニ対シ書面ヲ送レル事情ヲモ語り進ムテ独逸ノ無線電信計画ハ英国ノ手ニ移リタルニ今般日本側ヨリノ交渉ノ結果蹉跌ヲ来スコトトナリテハ遺憾ニ堪ヘサルニ付倫敦ニ於ケル日英間ノ交渉段落ヲ告クル迄暫ク三井側ノ交渉ヲ中止セシメラレタキ旨ヲ申出タルカ芳沢代理公使ハ帝國政府ノ支那ニ於ケル無線電信ニ対スル決意ヲ詳説シ尚今回三井契約ノ交渉ハ政府ノ決意トハ全然独立シテ起リ政府ヨリ指図シテ開談セシメタルニアラスシテ支那側ヨリノ申込ニ基キタルモノナルコトヲ説明シ同代理公使トシテハ偶々右交渉カ帝國政府ノ方針ニ適合スルヲ認メ単ニ Moral Support ヲ与ヘタルニ過キササル次第ヲ語り三井ノ交渉中止方ノ件ニ関シテハ何等答フル所ナクシテ別レタルカ其後英国公使ヨリ前記「マルコニー」会社從來ノ交渉顛末ヲ詳述シタル書面ヲ送附シ来レリ(附録(四)参照)

爰ニ於テ本野外務大臣ハ在英珍田大使ニ対シ英国当局ニ面會ノ上曩ニ支那無線電信引受ノ為帝國政府ニ於テハ支那政府ト交渉ヲ開始セムトスル意向アルコトヲ英国政府ニ通告シ且英國政府ニ於テ同情アル態度ニ出テムコトヲ希望スル旨申入レ置キタル処帝國政府ヨリ支那政府ニ対シ未タ右交

且國務會議通過ノ次第ヲ提起シ居ラサリシト雖芳澤代理公使ニ於テハ此際形式等ヲ追究スルハ却テ不利益ト思考シ其儘之ヲ受領スルコトシタリ

第四 英國側ノ三井權利ニ参加方希望申出

二月二十日在支英國公使館參事官我公使館ヲ来訪シ本件契約ノ真偽ヲ問合セ来リタルニ付芳澤代理公使ハ右ハ事實ナルカ三井物産会社一個ノ事業ニシテ公使館ニ於テハ単ニ之ニ対シ Moral Support ヲ与ヘタルニ過キスト答ヘタルカ同日「ジョルダン」公使芳澤代理公使ヲ訪問シ一九〇九年「マルコニー」会社ノ支那ニ於ケル無線電信事業引受方ノ交渉ヲ開始シ独逸「テレフンケン」会社ト競争シタル経緯ヨリ一九一四年「マルコニー」会社ト独逸側ト妥協成立シ独逸側ハ「テレフンケン」契約ノ五箇所ノ外ハ支那ヨリ手ヲ引クコトトナリ続テ「マルコニー」会社ト支那政府トノ間ニ予備協定ノ成立ヲ見爾來商議進行中ナリシ処歐洲戰爭開始後支那当局ノ頻繁ナル交迭ニヨリ交渉遷延シタルカ突然「ラーセン」契約起ルニ至レル事情ヲ述ヘ尚三井ヨリ海軍部ニ対シ交渉ヲ開始シタル結果「マルコニー」会社側ノ形勢頗ル不利トナレリトテ右ニ関シ芳澤代理公使ヨリ海軍

部ニ対シ書面ヲ送レル事情ヲモ語り進ムテ独逸ノ無線電信計画ハ英国ノ手ニ移リタルニ今般日本側ヨリノ交渉ノ結果蹉跌ヲ来スコトトナリテハ遺憾ニ堪ヘサルニ付倫敦ニ於ケル日英間ノ交渉段落ヲ告クル迄暫ク三井側ノ交渉ヲ中止セシメラレタキ旨ヲ申出タルカ芳沢代理公使ハ帝國政府ノ支那ニ於ケル無線電信ニ対スル決意ヲ詳説シ尚今回三井契約ノ交渉ハ政府ノ決意トハ全然独立シテ起リ政府ヨリ指図シテ開談セシメタルニアラスシテ支那側ヨリノ申込ニ基キタルモノナルコトヲ説明シ同代理公使トシテハ偶々右交渉カ帝國政府ノ方針ニ適合スルヲ認メ単ニ Moral Support ヲ与ヘタルニ過キササル次第ヲ語り三井ノ交渉中止方ノ件ニ関シテハ何等答フル所ナクシテ別レタルカ其後英国公使ヨリ前記「マルコニー」会社從來ノ交渉顛末ヲ詳述シタル書面ヲ送附シ来レリ(附録(四)参照)

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Since my note of March 25th to you was written, information has reached His Majesty's Government that an American Company have been seeking to secure from a Chinese Wireless commission in the

United States a concession for internal wireless communication in China, and it is inferred from this information that the agreement concluded by Mitsui Bussan Kaisha with the Chinese Admiralty which was mentioned in Your Excellency's note of February 26th is of restricted character, and the field remains open to British Marconi Co. to continue negotiations described in my note of March 25th in so far as these do not conflict with Messrs. Mitsui Bussan Kaisha's agreement. As time appears to be of moment in this matter, instructions have been sent to His Majesty's Minister at Peking in this sense. Meanwhile I would be very glad if Your Excellency would be so good as to favour me with early reply to the suggestion contained in the last two paragraphs of the note above referred to.

其後「マルコニー」会社ハ交通部ニ対シ三井無線電信契約ノ成立ニ対シ支那政府ニ抗議の申入ヲ為シタル趣ナリ
以上英国政府ノ申出ニ対シテハ帝國政府ニ於テ種々詮議ノ結果當時支那ニ於ケル無線電信ニ第三国力関与スルコトハ帝國ノ利益ニ対シテ重大ナル影響ヲ及ホス虞アルモノト認

結果予算ニ非常ナル狂ヒヲ生シタル為局舎其他ノ設計ヲ縮少スルノ已ムヲ得サルニ至レリ

第六 契約ノ公表

大正八年三月支那政府ヨリ歐洲戰爭中同国ト各国トノ間ニ締結セラレタル一切ノ契約類ヲ公表シタキ旨申出アリ爾來交渉ノ結果支那政府ハ大正八年四月十四日本件無線電信契約(三月五日附附帶取極第四及見積書ヲ除キ其ノ外ノ附屬文書ハ全部之ヲ含ム)ヲ公表スルコトニ決シタルニ付帝國政府ニ於テモ同日ヲ以テ新聞社側ニ対シ非公式ニ契約ノ内容ヲ交付シ各新聞ハ殆ト其ノ全文ヲ掲載シタリ
尚右三月五日附附屬取極ハ大正十年二月當時米國「フェデラル」無線電信契約締結ノ際在支米國公使ニ対スル説明ノ必要上在支小幡公使ニ於テ之ヲ米國公使ニ内報シ又我立場ヲ明カニスル目的ヲ以テ當時北京ニ於テ新聞紙上ニ之ヲ公表シタリ

第七 独占權設定ニ関スル附帶取極ト英米兩國政府ノ態度

大正九年一月二十日在本邦英国代理大使ハ本国政府ノ命ニ依リ書翰ヲ以テ支那ニ於ケル無線電信問題ニ関スル英国政

メタルヲ以テ是非トモ我一手ニ引受ケタキ所存ナルニ付英國政府ノ提議ニハ乍遺憾之ニ応スルコトヲ得サル旨訓令シタルカ珍田大使ハ三井契約カ英國側ヲ出抜キタル嫌アリ且該契約ハ「ラーセン」ノ權利ヲ買収シタルモノナリトノ疑念當時英國側ニ在リタル為此際直チニ前記訓令ヲ執行スルトキハ徒ニ英國側ノ反感ヲ挑発シ我方当初ノ申入ニ対シ一層明瞭ナル反對回答ヲ誘致スル動機トナルヲ恐レタルヲ以テ英國側ノ感情ノ多少緩和スルヲ待テ徐ニ之ニ提議スルヲ得策ト認メ右訓令ノ執行ヲ見合セタリ

第五 北京無線電信局建設工事

三井物産会社側ニ於テハ其後無線電信局建設ノ準備ニ着手シ同年十一月三井技師トシテ佐伯通信技師其他ノ一行実地調査ノ為北京ニ赴キ予定地ノ実地見分ヲ為シタル結果北京ヨリ八哩ナル雙橋駅附近ニ敷地ヲ決定シ爾來一方土工及局舎ノ建設等ニ着手シ他方内地ニ於テ機械ノ製造ニ當リ工事ハ着々進行シタルカ數回ノ兵變ニ遭遇シ其他大小種々ノ支障ヲ來シタルカ故ニ工事ハ予定ヨリ遷延スルノ已ムナキニ至リ又建設ニ関シテハ設計ニ多少不備ノ点アリタル為鉄塔ノ高サ及其ノ大サ等ニ於テ多少ノ變更ヲ生シ又銀價暴騰ノ

府ノ立場及「マルコニー」会社ノ努力ニ付簡單ニ説明シ三井契約ハ當時日英兩國政府申入ノ結果廢棄セラレタル「ラーセン」契約ヲ繼承シタルモノナルコトヲ述ヘ尚英國政府ハ三井及「マルコニー」兩社ノ權利牴触セハ何等妥協シ得ヘキコトヲ披瀝シ置キタル処其後三月五日附附帶取極存在スルコトヲ聞込ミタルカ右取極ハ「マルコニー」会社ノ予備契約ニ牴触スルモノニシテ該予備契約ノ存在スルコトハ大正七年二月二十日附ヲ以テ在支英國公使ヨリ日本代理公使ニ覺書ヲ以テ通報シタルモノニシテ加之日本政府トシテハ曾テ自ラ抗議シタル支那ノ對外無線電信ノ独占ヲ一日本会社ノ為ニ自ラ企テムトスルモノニシテ英國政府ハ支那ノ對外無線電信カ他國ニ支配セラルルヲ頗ル不安ニ感スルノミナラス「マルコニー」会社ノ予備契約ヲ廢棄スルコトヲ承認スル能ハス前記取極ハ「マルコニー」会社ノ權利ヲ侵害スルモノナリト思考スル旨ヲ支那政府ニ通告シ又該取極ノ効力ヲ承認スルコトヲ得サル旨ヲモ通告スルノ已ムナキニ至レル趣ヲ申出タリ(附録(參照))

支那政府ハ右抗議ニ対シ「マルコニー」会社トノ無線電信契約ニ関シ民國三年四月商議ヲ為シタルコトアルモ同社カ

契約ヲ履行セサル為該交渉ヲ中絶シ爾來其儘トナレルモノニシテ「マルコニー」会社ニ於テ優先權ヲ有スルカ如キコトナク今般ノ英國公使ノ抗議ハ承認シ難キ旨ヲ回答シタル趣ナルカ帝國政府ヨリハ三月六日附ヲ以テ當時「マルコニー」会社ト支那政府トノ間ニ予備契約成立シタル事実ハ敢テ之ヲ否定セサレトモ本契約成立ヲ見ルニ至ラサリシ為三井契約締結當時ニ於テハ何等尙当事者ヲ拘束スル契約存在セサリシモノト認メサルヲ得ス今回英國政府申出ノ如ク三井契約ノ一部ヲ否認セムトスルカ如キハ帝國政府ニ於テ承認シ難ク尙曩ニ大正七年三月二十五日英國外務大臣ノ提議ニ對シテハ日英兩國ニ満足ヲ与フルカ如キ解決方法ニ付攻究中ナル旨ヲ回答シタリ（附録ハ参照）

次テ帝國政府ニ於テハ右三井無線電信契約カ前記ノ通欠陥アリテ英國「マルコニー」会社ト提携スルヲ以テ該無線電信契約ノ權利確保上必要ナリト思考シタルヲ以テ大正十年五月十六日附ヲ以テ在本邦英國大使ニ對シ曩ニ大正七年三月二十五日附在英珍田大使宛英國外務大臣ノ書翰ニ對スル回答ヲ兼ネ帝國政府ニ於テハ支那ニ於ケル国内及對外無線通信施設ノ普及發達ヲ希望シ從來關係事業家間ノ競争ノ結

（一） 日支電氣通信ニ関スル覺書

（大正二年一月十三日外交部ヨリ伊集院公使ニ接到シタル覺書抜萃）

第二覺書

日支兩國カ電氣通信ニ関シ第三者ニ與フル關係ニ付本總長ハ貴公使ト辦法ヲ面商シタリ左ノ通り

日支兩國政府互ニ承諾スル爾後日支兩國間電氣通信關係ニ就テハ支那政府ハ予メ日本國政府ト協議セスシテ第三者ニ何等特權權利ヲ附与シ又ハ既与ノ特權權利ヲ擴張セサルヘク日本國政府モ亦日支兩國電氣通信關係ニ付予メ支那政府ニ協議セスシテ第三者ニ何等特權權利ヲ附与シ又ハ既与ノ特權權利ヲ擴張セサルヘシ

（二） 大正六年十二月七日附陸外交總長宛在支林公使覺書

帝國政府ハ支那政府カ最近某丁抹國人トノ間ニ無線電信ニ関スル契約ヲ締結シタル旨ノ報道ニ接セリ右報道ノ確否並ニ該契約ノ内容ハ帝國政府ニ於テ未タ之ヲ詳悉セサルモ該契約ヲ締結シタルコト事實ニシテ且支那政府ニ於テ之ヲ承認シタルモノナリトセハ軍事上ヨリ觀察スルモ將又經濟上

果却テ該事業ノ發達ヲ阻害スルノ嫌アリタルヲ遺憾トシ三井無線電信事業ノミニ止マラス日英兩國ノ無線通信關係事業家ヲシテ支那ノ無線通信全般ニ亘リ事業上ノ連絡提携ヲ計ラシムルコトトシタキ旨附録（ハ）ノ通提議スル所アリタルカ爾來交渉著シキ變化ヲ見スシテ華府會議ノ開催ヲ見ルニ至レリ

又右三井ノ有スル特權ニ関シテハ大正十年二月在支米國公使ヨリ在支小幡公使ニ對シ問合セアリ又在本邦米國代理公使ヨリ内田外務大臣ニ對シ右權利ヲ承認シ難キ旨照會アリタルニ付帝國政府ニ於テハ右三井ノ特權カ必スシモ機會均等主義ニ反スルモノニアラサルノミナラス大正九年華盛頓ニ於ケル國際通信予備會議ノ規定ニ基クモ斯ル特權ヲ認ムル理由アル所以ヲ詳説シ米國側ノ反省ヲ促シタルカ右ハ別冊「フエデラル」無線電信契約摘要中ニ詳述シアルニ付参照セラレタシ

註 大正十年八月外務省亞細亞局作成ノ調書「支那交通部對米國「フエデラル」無線電信会社契約問題經過概要」ヲ省略

附 録

ヨリ考量スルモ日支國交上極メテ重大ナル關係ヲ有スルモノト認メラルルニ付爰ニ支那政府ノ深甚ナル考量ヲ邀ヘムト欲ス

無線電信ノ如キ其電波縱橫無限ニ擴張スル威力アル通信機ニシテ第三國ノ独占の掌握ニ歸セムカ之カ為ニ支那ノ隣邦タル帝國ニ於ケル通信機關カ常ニ甚シキ累ヲ享クルニ至ルヘキコトハ支那政府ノ切実ナル考慮ヲ乞ハサルヘカラサル処ニシテ況ムヤ今次右實權ヲ独占セムトスル第三國カ敵國筋ト脈絡ヲ存スルヤノ疑アリトノ報道ニシテ事實ナルニ於テハ仮令斷シテ之ヲ軍事上ノ目的ニ供スルコト無シト謂フモ聯合國殊ニ帝國ノ軍事上ノ地位ヲ侵迫スルモノナルハ極メテ明白ナル事實ニシテ帝國政府ハ到底之ヲ默認シ得サルノミナラス惟フニ聯合國与國ニ於テモ亦決シテ之ヲ看過スルコト無カルヘシ

如斯該契約ノ成立カ帝國ノ軍事上ノ地位ニ及ボス影響極メテ重大ナルノミナラス元來支那ニ於ケル有線電信系カ外國会社ノ独占ニ歸シタルカ為メ日支兩國ノ通信機關上兩國カ常ニ甚シキ不自由ヲ感シタルハ爰ニ敍説ヲ俟タスシテ明白ナル事實ナルニ顧ミ此際無線電信機關カ第三國ノ手ニ歸属

スルノ結果東洋通信系ニ容易ナラサル重大ナル關係ヲ及ホスヘキコトモ亦固ヨリ明白ナリト云フヘク更ニ若シ今回ノ借款契約ニ依リ日本トノ無線電信ニ関スル施設ヲモ為サムトスルモノナリトセハ大正二年一月ノ兩國電氣通信ニ関スル覚書ノ精神ニ反戾スルニ至ルヘキ虞アリ又兩國間ノ通信ヲ除外スルモノナリトセハ歐洲トノ通信カ技術ノ關係上今日事實ニ於テ極メテ困難ナルニ顧ミ差当リ其實効ヲ期シ難カルヘク更ニ米國トノ通信ニ至テハ其中間ニ立テル日本ノ無線電信系ヲ著シク攪乱スルノ虞アルモノニシテ帝國トシテハ到底之ヲ輕々ニ附シ難ク若シ夫レ今次ノ契約ニシテ支那内地間ノミニ於ケル通信ニ限定セラルヘキモノナリトセハ之レ殆ト其ノ実益ヲ伴ハサル施設ナリト断定セサルヲ得ス即チ之ヲ要スルニ支那ニ於ケル無線電信ノ問題ノ如ク外國ノ力ヲ藉テ而カモ日本ニ何等ノ障礙ヲ与フルコト無クシテ尚且有利ニ施設ノ歩ヲ進ムルコト殆ト不可能ナリト云フヲ得ヘク從テ之ニ関スル契約成立シ支那ニ於ケル無線電信カ第三國人ノ管理ノ下ニ置カルルコトハ帝國政府ノ等閑ニ付スル能ハサル所ナリ就テハ帝國政府ハ支那政府ニ於テ日支國交ノ大局ニ顧ミ如上帝國政府ノ切実ナル所見ニ對シ深

of more or less general character, in regard to wireless telegraphy in China. The Imperial Government lost no time in making the representation to the Chinese Government in the following sense:—
“The wireless telegraphy being a powerful organ of communication with the electric waves capable of expansion in all directions, its monopolistic control in China in the hands of a third country would greatly compromise Japan's economic and strategic position, not to say of constant and serious embarrassment to the communication organs of the Empire. Japan could not therefore view with equanimity any such scheme as was contemplated in this Danish agreement. It might indeed be said to be a matter of practical impossibility for China to establish and operate wireless telegraphy in China resorting to the financial assistance from any other foreign Power, without producing the effects prejudicial to Japan's interests. On the other hand, in view of specially heavy volume of telegraphic communications passing between Japan and China, it would be most advantageous from both economic and tech-

甚ナル考量ヲ加ヘラレ若シ該契約ニシテ已ニ調印後ナルニ於テハ速カニ之カ取消方ニ関シ必要ナル措置ヲ執ラレムコトヲ要望スルモノナリ

帝國政府ハ日支兩國間ノ電氣通信關係ノ最頻繁ナル事實ニ顧ミ支那ニ於ケル電信問題ハ兩國相提携シテ其經營ヲ行フコト經濟上竝ニ技術上等ニ於テ最利益ナリト思惟スルニ付右ニ関スル支那政府ノ所見ヲ披瀝セラレムコトヲ希望スルト同時ニ帝國政府ハ如上ノ所見ニ基キ將來支那政府カ其無線電信問題ヲ処理セムトスル場合ニ於テハ同問題ニ對スル帝國ノ立場ニ顧ミ予メ帝國政府トノ間ニ充分ナル了解ヲ經タル上着手セラレムコトヲ切実ニ期待スルモノナリ

大正六年十二月七日

(三) 大正七年一月三十日附英國外務大臣宛在英珍

田大使覺書

MEMORANDUM.

Towards the end of November last it was reported that Chinese Admiralty had entered into a loan agreement with a Danish subject granting to him in consideration thereof concession, it is understood,

tical point of view that China should work out such undertaking in full accord with Japan. Accordingly the Imperial Government earnestly requested the Chinese Government to submit the matter to their deliberate consideration and find the way to cancel the agreement in question. They expressed a hope at the same time that, as regards the question of wireless telegraphy in China the Chinese Government, having due regard to the special position of Japan due to the geographic propinquity, would in future consult with Japan previous to their coming to any decision.”

The loan agreement in question was subsequently cancelled and the notification to that effect was duly made to the Japanese Minister in Peking. Baron Hayashi informed Sir John Jordan of the purport of the representation which he had made to the Chinese Government in the name of the Japanese Government. Owing to the consideration set forth in the above lines and also in the light of the circumstances occasioned by the Danish venture which gave rise to their representation to the Chinese Govern-

ment, the Imperial Government intend at this juncture to enter into an agreement with the Chinese Government regarding wireless telegraphy in China, with a view to avoiding recrudescence of similar complication in future. In making this confidential intimation to the British Government, the Imperial Government would express their earnest hope that, in due appreciation of vital interests of Japan involved in this matter, the British Government would view with a sympathetic spirit the action which the Imperial Government intend to take on the subject. It is to be pointed out in this connection that the information in the hands of the Imperial Government goes to show that, in the course of March 1916, the Chinese Government concluded a secret agreement with Messrs. Siemens and Schuckert on the subject of wireless telegraphy in China binding themselves not to adopt any other wireless apparatus than the Telefunken type for twenty years beginning with the date of the agreement. In fact, the wireless stations equipped with the apparatus of this type are already established and being operated at Peking,

in disguise. Sir John Jordan informed Baron Haysi that he had lodged the protest against this scheme with the Chinese Government on the ground of enemy affiliation. In these circumstances, the action which the Imperial Government intended to take would result in the dislodgement of the German concession in China.

In January, 1916, Lord Grey gave the assurance to the Imperial Government through Marquis Inouye that the British Government had no intention of acquiring as the result of the war any of the concessions enjoyed by Germany in China, and that they would consequently raise no objection to Japan's negotiating with China in regard to their disposal, which assurance was duly taken note of by the Imperial Government. They feel therefore assured that they can reckon the sympathetic attitude of the British Government in regard to the present project which evidently falls within the purview of the above assurance.

January 30th, 1918.

(四) 三井無線電信契約 附独立權設定ニ関スル附

四 三井物産株式会社ノ中國無線電信局建設契約ニ関スル件

Tientsin, Kalgan, Shanghai, Woosung, Canton, Foochow and other towns. It was further agreed that the Chinese Government would employ as their wireless experts either the Germans or the Danes connected with Messrs. Siemens and Schuckert, and that the Chinese warships would all in future be equipped with the Telefunken apparatus. The signatory to the abortive loan agreement above alluded to is a Danish subject called Sophus Larsen who was formerly of Messrs. Siemens and Schuckert and upon the conclusion of the aforesaid agreement between the Chinese Government and his firm, he was engaged by the Department of Communication as their wireless expert on the recommendation of his firm for the period of three years, and carried out the installations of wireless telegraphy under the control of that Department as well as of the Admiralty and the War Office. He has been back to Denmark since the expiry of term of his contract, and judging from these circumstances, it is abundantly clear that his attempt at the acquisition of the wireless concession in China was nothing but a German scheme

附取極

註 此ノ無線電信契約ノ前掲附記ニヨリ採録シトスルニ付省略ス

(五) 大正七年二月二十日附在支方次代理公使宛在
支英國公使書翰

British Legation

Peking

February 20, 1918.

The negotiations between the Marconi Company and the Chinese Government for the erection of Wireless Telegraph stations in China began in September, 1908, with a request from the Imperial Chinese Telegraph Administration to the Company to tender for the supply of coast and inland stations for the whole country.

These negotiations continued with the official support of His Majesty's Government up to April 8, 1914, when the Chinese Government signed a preliminary Agreement with the Company.

During the same period the German Telefunken Company were also competing for the business and

actually obtained orders for five stations in 1912 and 1913. Early in 1914 the Telefunken Company came to an arrangement with the Marconi Company whereby this competition was abandoned and the German Company disclaimed all further interest in the China business beyond the five stations already contracted for.

Difficulties subsequently arose regarding the Preliminary Agreement of April 8, as a result of which the final negotiations between the Marconi Company and the Chinese Government were delayed. The European War and frequent changes in the personnel of the Chinese Government prolonged this delay but the Company's negotiations were again progressing satisfactorily in November, 1917, when they were once more interrupted by attempt of the Telefunken Company acting through Larsen and the Minister of Marine to revive their competition.

The Larsen Contract was cancelled by the Chinese Government on the production by his Majesty's Minister of secret documents proving it to have been made in fact on behalf of the German Company

cession which can be said to exist in China to-day is that of the British Marconi Company and this dates from April, 1914.

(六) 大正七年三月二十五日附在英珍田大使宛英國

外務大臣書翰

Foreign Office, S. W. I.
March 25th, 1918.

Your Excellency,

On the 30th January you were good enough to leave with me a memorandum No. 20 which gave an account of the representation made to the Chinese Government by the Japanese Government with a view to securing the cancellation of the loan agreement for wireless telegraphy concluded between the Chinese Government and Mr. Larsen, a Danish subject.

The Memorandum proceeded to explain the reasons for which the Japanese Government proposed to enter into an arrangement with the Chinese Government regarding wireless telegraphy in China, and expressed the hope that His Majesty's Government would view in a sympathetic spirit the action which the Japanese Government proposed to take in this

in defiance of the Chinese Government's obligations to the Marconi Company.

No agreement exists between the Chinese Government and Messrs. Siemens and Schukert (who are the agents for the Telefunken Company) for anything beyond the five stations already mentioned and the representative of this firm informed the Marconi Company representatives in writing to this effect on March 21, 1914. It was subsequently discovered, however, that on January 9, an informal promise of an order for four extra stations had been made to the firms compradors by the then Director General of Telegraphs, but on July 7, 1915, the Chinese Government definitely informed His Majesty's Government that this promise was not considered binding.

The Japanese Government are therefore under a misapprehension when they state that any German concession exists for wireless telegraphy in China. On the contrary, the Germans officially abandoned their competition for this business in China in March, 1914, and the only Wireless Telegraphy con-

nection.

While this Memorandum was still under consideration by His Majesty's Government, I received from Your Excellency a confidential letter dated the 26th ultimo, explaining that before the Imperial Government had had time to take the action at Peking contemplated in the Memorandum of the 30th January an agreement for the installation of wireless telegraphy in China had been concluded between the Chinese Admiralty and the Japanese Firm of Messrs. Mitsui and Company. Your letter, however, did not give any details of the scope or terms of the Agreement, but inasmuch as its conclusion clearly modifies the situation as it existed when the Memorandum of the 30th January was written, I think that it would be well that I should give Your Excellency a brief explanation of the connection of His Majesty's Government with the general question of wireless telegraphy in China as well as an account of the efforts of the British Marconi Company to obtain a footing in that country.

Negotiations between the Marconi Company and

the Chinese Government began in September, 1909 with a request from the Chinese Telegraph Administration to the Company to submit a tender for the supply throughout China of wireless telegraph stations both on the coast and inland.

His Majesty's Government supported the negotiations officially and they continued until April 8th, 1914 when the Chinese Government signed a preliminary agreement with the Marconi Company. During the period in question the Telefunken Company was also competing for business and in 1912 and 1913 this Company obtained orders for five stations. Early in 1914 the Telefunken Company came to an arrangement with the Marconi Company in accordance with which the competition ceased and the German Company disclaimed all further interest in the business in China beyond the five stations already contracted for.

Since the spring of 1917 the local representation of the Marconi Company's interests in China has been in the hands of Mr. Baisson. This gentleman discussed the question of a wireless telegraphy a-

ations must be transferred to the latter Ministry.

It will thus be seen that the negotiations between the Marconi Company and the Chinese Government which after the signature of the preliminary agreement in 1914 had been delayed owing to outbreak of the European War, were progressing satisfactorily when in November, 1917 they were again interrupted by the conclusion of a contract between the Minister of Marine and Mr. Larsen, which was subsequently cancelled by the Chinese Government as the result of representations made by the British and Japanese representatives at Peking.

Mr. Larsen although, as has already been stated, a Danish subject, was in effect merely a German Agent and Your Excellency will understand from the foregoing statement that the official support which His Majesty's Government have given to the Marconi Company was largely inspired by their desire to prevent wireless telegraphy in China becoming the monopoly of a German Company.

In the opinion of His Majesty's Government no agreement exists between Messrs. Siemens and

greement with the former Prime Minister General Tuan Chi-Jui for the first time on April 6th and on subsequent occasions but the political upheavals of last summer prevented any serious negotiations taking place. Following the formation of the Tuan Cabinet and the Declaration of war on Germany in August, 1917 the Chinese Minister of Finance entered into formal discussion with Mr. Baisson of a draft agreement in twenty seven articles. This draft followed the lines of the preliminary agreement signed between the Chinese Government and the Marconi Company in 1914 and provided for the financing, construction and equipment by the Company of a number of wireless telegraph stations for the Chinese Government.

A Chinese version of this draft was sent to the Minister of Finance on August 21st and discussion of the various clauses continued until early in November when the Minister announced that the Cabinet had decided to place the control of all matters connected with wireless telegraphy in the hands of the Minister of Marine and that consequently the negoti-

Schuckert who are the agents for the Telefunken Company and the Chinese Government for anything except the five stations already mentioned, the representative of the Telefunken Company having on March 21st, 1914 furnished the representative of the Marconi Company with a written statement to this effect. His Majesty's Government are aware that on January 9th, 1914 an informal promise of an order for four extra Wireless Telegraphy stations was made to the compradore of the Telefunken Company by the Director of General Telegraphs, but on July 7th, 1915, the Chinese Government definitely informed His Majesty's Government that they did not consider themselves bound by this promise.

While therefore I am fully prepared to recognize that His Majesty's Government could have no grounds to object to the Imperial Japanese Government negotiating with China regarding the disposal of the existing wireless stations built by the Telefunken Company and operated by their system, I trust that the Imperial Government will similarly recognize the right of His Majesty's Government to support

the Marconi Company officially in the negotiations which it is now conducting with the Chinese Government with a view to securing a concession for the erection and equipment of other wireless stations in China distinct from those already erected by the German Company.

Should, however, it transpire that a concession, if granted, for the erection of such new stations by the British Company would conflict with the agreement recently concluded between the Chinese Ministry for Marine and Messrs. Mitsui and Company, I have honour to request that Your Excellency will submit to the favourable consideration of the Japanese Government the suggestion that having regard to the long-protracted negotiations between the Marconi Company and the Chinese Government as well as to the expenses and trouble involved in these negotiations which there was every reason to hope were at length about to terminate in the conclusion of a satisfactory contract when the Japanese agreement was signed, the British Company should be admitted either to participate in the concession

footing in that country, which had resulted in a Preliminary Agreement in April, 1914 and which, in spite of interruptions due to the war and to the Larsen negotiations, were developing into final and detailed contract. Messrs. Mitsui were known by His Majesty's Government to have concluded the agreement with the Chinese Government, dated February 21st, 1918, by which they apparently succeeded to the Larsen contract, then recently abandoned as the result of the representations of the Japanese and British Government; but His Majesty's Government were not aware of the terms of the Mitsui Agreement and could only express the hope that, in the event of its transpiring that conflicting rights had been granted to the two Companies, some arrangement might be come to between them.

His Majesty's Government have however since learnt that the above-mentioned agreement of Messrs. Mitsui was supplemented by a Declaration dated March 5th, 1918, which apparently precludes any parties other than Messrs. Mitsui, even the Chinese Government itself, from constructing wireless

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acquired by the Japanese Company or else to co-operate with them in the installation of the wireless stations provided for in the agreement.

I have the honour to be, with the highest consideration, Your Excellency's most obedient, humble Servant,

(For the Secretary of State)
(Signed) W. Langley.

(一 廿) 大正九年一月二十日附内田外務大臣宛在本邦
英国代理大使書翰

British Embassy,
Tokio,
January 20, 1920.

Monsieur le Ministre,

In a Note addressed to Viscount Chinda on March 25th, 1918 Mr. Balfour, His Majesty's Principal Secretary of State for Foreign Affairs, in reply to His Excellency's Memorandum of January 30th, gave a brief explanation of the position of His Majesty's Government in relation to the general question of wireless telegraphy in China and of the efforts of the British Marconi Company to obtain a

station for communications with places outside China for thirty years.

This Declaration, if valid, would be in conflict with the Marconi Preliminary Agreement which has nevertheless never been allowed to Japan, and existence of which was actually made known to the Japanese Chargé d'Affaires by His Majesty's Minister in Peking, in a Memorandum dated February 20th, 1918, as being the only wireless concession that could at that date be said to exist in China. It would moreover create in favour of the Japanese Company the same monopoly by the subjects of a single Power of the external communications of the Chinese Empire against which the Japanese Government by the above Mentioned Memorandum of January 30th, 1918, had themselves entered a formal objection.

His Majesty's Government too would view with the greatest uneasiness any such control by another Power of the wireless communication of China with the outside world, and cannot admit the right of the Chinese Government to break in this manner

of April, 1914.

No answer has been returned to the Note of March 25th, 1918 addressed to Viscount Chinda to which I have referred above. His Majesty's Government regret to learn that the Japanese Government, whilst invoking their support in obtaining the revision of a German wireless concession (i.e. the Larsen one), were at the very moment preparing to support Messrs. Mitsui and Company in obtaining from China an agreement abrogating the Preliminary Agreement of April, 1914 already concluded with the Marconi Company; and they feel compelled in order to safeguard the rights of British subjects to participate on equal terms in the development of wireless telegraphy in China, to inform the Chinese Government that they consider the Mitsui Declaration to be an infringement of the prior engagements entered into by them with the Marconi Company, and that they cannot admit the validity of this Declaration as far as British subjects and their interests are concerned.

I am instructed by His Majesty's Principal

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Secretary of State for Foreign Affairs to inform Your Excellency of the action taken by His Majesty's Government and of the reasons for it.

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

(Signed)

(八) 大正九年三月六日附在本邦英国代理大使宛

内田外務大臣書翰

以書翰致啓上候陳者三井物産会社對支那政府無線電信契約ノ件ニ関シ一月二十日附貴信ヲ以テ御申越ノ趣致敬承候本件三井無線電信契約締結ノ顛末ニ関シテハ曩ニ千九百十八年一月三十日及二月二十六日在英珍田大使ヨリ覚書ヲ以テ英国政府ノ承知ニ容レ置キ候通ニ有之然ルニ今回貴翰御來示ニ依レハ同契約附帶ノ協定ハ「マルコニー」会社ト支那政府トノ間ノ契約ニ抵触ストノコトニ有之候処帝國政府ニ於テハ千九百十八年二月二十日附在支英国公使覺書竝同年三月二十五日附珍田大使宛英國外務大臣書翰ニヨリ示サレタル「マルコニー」会社ト支那政府トノ間ニ於ケル過去ノ

折衝竝千九百十四年四月ニ於テ一旦当事者間ニ予備契約ノ成立シタル事実ニ對シ敢テ之ヲ否定セムトスルモノニハ無之候ヘ共該仮契約ハ其後本契約ノ成立ヲ見ルニ至ラサリシカ為三井契約締結當時ニ於テハ何等両當事者ヲ拘束スルモノ存在セサルモノト認メタル次第ニ有之現ニ支那側ノ開談ニ応シ三井ニ於テ本件無線電信ノ建設ヲ引受ケタル事情竝本件契約ヲ締結スルニ當リ両當事者ハ大北及大東西電信会社ト支那政府トノ間ニ於ケル既存契約ニ考慮ヲ払ヒ其抵触ヲ避クヘキ条項ヲ設ケタル事実ニ顧ミルモ契約両當事者ニ於テ既存ノ契約ヲ尊重スルノ意思アリタルコトハ之ヲ推察スルニ難カラス然ルニ「マルコニー」契約ニ関シ何等言及スル所ナキハ前記帝國政府ノ了解ニ誤ナキコトヲ証スルモノト被思考旁々三井契約ノ効力ノ一部ヲ否認セムトスルカ

如キ英国政府ノ御申出ハ乍遺憾帝國政府ニ於テ承認難致候尚千九百十八年三月二十五日附珍田大使宛英國外務大臣ノ返翰記載ノ英国政府提議ニ對シ貴我雙方ニ満足ヲ与フルカ如キ解決方法ノ有無ニ付爾來攻究ヲ重ネ居候為メ未タ回答ノ運ニ至ラサリシ次第ニテ右ハ本大臣ノ頗ル遺憾トスル所ニ有之候得共右ニ関シテハ其内何分ノ御回答ニ及ヒ度所存ニ有之候此段申進旁々本大臣ハ茲ニ重テ閣下ニ向テ敬意ヲ表シ候

敬具

(九) 大正十年五月十六日附在本邦英国大使宛

内田外務大臣書翰

註 前掲ニ付省略ス