

BELGIQUE ET CHINE

Accord pour la rétrocession de la concession belge de Tientsin, signé à Tientsin, le 31 août 1929, avec échange de notes de la même date, et arrangement y annexé conclu entre le Gouvernement belge et la Société Immobilière de Tientsin, signé à Bruxelles, le 1^{er} février 1930.

BELGIUM AND CHINA

Agreement regarding the Reddition of the Belgian Concession in Tientsin, signed at Tientsin, August 31, 1929, with Exchange of Notes of the same date and Arrangement annexed thereto concluded between the Belgian Government and the " Société Immobilière de Tientsin ", signed at Brussels, February 1, 1930.

No. 2810. — AGREEMENT¹ BETWEEN BELGIUM AND CHINA REGARDING THE REDDITION OF THE BELGIAN CONCESSION IN TIENTSIN. SIGNED AT TIENTSIN, AUGUST 31, 1929.

*French, English and Chinese official texts communicated by the Belgian Minister for Foreign Affairs.
The registration of this Agreement took place September 10, 1931.*

THE BELGIAN GOVERNMENT being desirous, with a view to strengthening the bonds of friendship existing between Belgium and China, to restore on its own initiative and without compensation to the National Government of the Republic of China the Belgian Concession in Tientsin which was granted to it by the Sino-Belgian Convention of February 6th, 1902 (28th day of the 12th month of the 27th year of Kuang Hsu), the two Governments have for this purpose appointed their Plenipotentiaries, that is to say :

HIS EXCELLENCY THE PRESIDENT OF THE NATIONAL GOVERNMENT OF THE REPUBLIC OF CHINA :

Dr. Ping LING, Adviser of the Treaty Commission of the Ministry of Foreign Affairs ;
Mr. KWANG-TING CHAO, Section Chief of the Land Department of the Ministry of the Interior ;
Dr. TZONG FAH HWANG, Minister Plenipotentiary, Attorney at Law ;
Mr. H. H. TCHENG, Commissioner of the First Special Area in Tientsin ;

HIS MAJESTY THE KING OF THE BELGIANS :

Baron Jules GUILLAUME, Counsellor of Legation, Chevalier de l'Ordre de Léopold ;

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

Article I.

The Belgian Government will restore to the National Government of the Republic of China, on the day of the coming into force of the present Agreement, the administration of the Belgian Concession in Tientsin which was granted to it by the Sino-Belgian Convention of February 6th, 1902 (28th day of the 12th month of the 27th year of Kuang Hsu). The said Convention and the contract relating thereto shall cease to be operative.

Article II.

The Provisional Belgian Municipal Council of the said Concession shall cease to exist on the day of the coming into force of the present Agreement.

All the documents, registers, and all other papers belonging to the Belgian Administration shall be immediately handed over to the National Government of the Republic of China, whereupon the Provisional Municipal Council will be entirely relieved of all responsibility for its administration.

¹ The exchange of ratifications took place at Nanking, February 18, 1931.

Article III.

Beginning from the day of the coming into force of the present Agreement, the former Belgian Concession in Tientsin shall be entirely administered under Chinese laws and regulations and protected by the same. It shall likewise be subject to all Chinese imposts and taxes in force.

Article IV.

All public properties of the Belgian Concession, such as wharfs, piers, roads, railways, together with the land occupied by them, including block *Q*, lot *b*, in accordance with the map hereto annexed, and also machines, implements, furniture, police equipment, as per inventory list hereto attached, belonging to the Belgian Municipality, as well as the bank deposits of the Belgian Municipality, shall be handed over to the National Government of the Republic of China on the day of the coming into force of the present Agreement.

Article V.

The name and the status of the Société Anonyme de la Concession belge de Tientsin shall be modified in accordance with the new state of things and the provisions of Article 6 of the present Agreement shall equally be applicable thereto.

Article VI.

Within one month after the coming into force of the present Agreement, the title deeds and certificates of private property issued by the Belgian Consulate for land situated in the Belgian Concession shall be handed over to the Chinese authority concerned who shall issue in exchange certificates for perpetual lease. A registration fee of one dollar per mow shall be charged. The Chinese authority concerned will issue the new certificates within a period of a month.

Article VII.

The present Agreement shall be ratified as soon as possible and shall come into force on the day on which the two Governments shall have notified each other that the ratification has been effected.

Article VIII.

The present Agreement has been written in three languages, Chinese, French and English, and in case of divergence of interpretation the English text shall be authoritative.

In witness whereof, the respective Plenipotentiaries have signed the present Agreement in duplicate and have affixed their seals thereto.

Done at Tientsin in this thirty first day of the eight month of the eighteenth year of the Republic of China, corresponding to the thirty first day of August, nineteen hundred and twenty nine.

(Sealed & signed) P. LING.

(Sealed & signed) K. T. CHAO.

(Sealed & signed) TZONG FAH HWANG.

(Sealed & signed) TCHENG HONG SIN.

Plenipotentiaries for China.

(Sealed & signed) J. GUILLAUME,

Plenipotentiary for Belgium.

EXCHANGES OF NOTES

ANNEX I.

TIENTSIN, 31st August 1929.

MONSIEUR LE PLÉNIPOTENTIAIRE,

Referring to Article III of the Agreement concluded to-day, we have the honour to inform you that with regard to the land tax on properties with or without buildings thereon to be levied in the former Belgian Concession, the present rate shall be maintained until the promulgation by the National Government of the Republic of China of the new general law governing land taxation.

We avail ourselves of this opportunity to renew to you, Monsieur le Plénipotentiaire, the assurance of our highest consideration,

(Signed) P. LING.

(Signed) K. T. CHAO.

(Signed) TZONG FAH HWANG.

(Signed) TCHENG HONG SIN.

Baron J. Guillaume,
 Delegate Plenipotentiary for Belgium
 for the reddition of the Belgian,
 Concession in Tientsin,
 etc.

TIENTSIN, 31st. August 1929.

MESSIEURS LES PLÉNIPOTENTIAIRES,

I have the honour to acknowledge the receipt of your Note of today's date which reads as follows :

“ Referring to Article III of the Agreement concluded today, we have the honour to inform you that with regard to the land tax on properties with or without buildings thereon to be levied in the former Belgian Concession, the present rate shall be maintained until the promulgation by the National Government of the Republic of China of the new general law governing land taxation. ”

I have the honour to express to you the agreement of His Majesty's Government on this subject.

I avail myself of this opportunity to renew to you, Messieurs les Plénipotentiaires, the assurance of my highest consideration.

(Signed) J. GUILLAUME.

To
 The Delegate Plenipotentiaries for China
 for the reddition of the Belgian
 Concession in Tientsin.

ANNEX II.

DECLARATION.

The installations for distribution of electric power in the former Belgian Concession of Tientsin, i. e. the lines of high and low tension on posts, transformation cabins with fittings, private connections and electro meters, which have been constructed with the approval of the Provisional Municipal

Council of the Belgian Concession by the Compagnie de Tramways et d'Éclairage de Tientsin are the exclusive property of the said Compagny.

The Compagnie de Tramways et d'Éclairage de Tientsin shall have the right to continue to supply the electric current on the territory of the former Belgian Concession, it being understood that any extension of the network will require a previous authorisation of the competent local authorities.

(Signed) P. LING.
 (Signed) K. T. CHAO.
 (Signed) TZONG FAH HWANG.
 (Signed) TCHENG HONG SIN.
 (Signed) J. GUILLAUME.

ANNEX III.

DECLARATON.

It is understood that if the Fukien and Canton Guin' can prove in a way considered as satisfactory that a portion of its land has been taken for the construction of road n^o 1, a parcel of land of equal dimensions and contiguous to the property of the said Guild will be gratuitously allotted to it from bloc S.

If, on the contrary, this cannot be proved, the claim of the said Guild shall be definitely considered as not valid.

(Signed) P. LING.
 (Signed) K. T. CHAO.
 (Signed) TZONG FAH HWANG.
 (Signed) TCHENG HONG SIN.
 (Signed) J. GUILLAUME.

ANNEX IV.

DECLARATION.

It is understood that the debts of the Municipality of the former Belgian Concession amounting in total to Tientsin Taëls 93,826.48 (ninety three thousand eight hundred and twenty six Tientsin Taëls and forty eight cents) shall be reimbursed by the Chinese Government to the Belgian Government within six months from the day of the coming into force of the Agreement signed this day relative to the retrocession of the said Concession.

(Signed) P. LING.
 (Signed) K. T. CHAO.
 (Signed) TZONG FAH HWANG.
 (Signed) TCHENG HONG SIN.
 (Signed) J. GUILLAUME.

¹ TRADUCTION. — TRANSLATION.

ARRANGEMENT

Entre :

LE GOUVERNEMENT BELGE, représenté par M. HYMANS, ministre des Affaires étrangères, et sous réserve de l'approbation de la Législature, et

La « SOCIÉTÉ IMMOBILIÈRE DE TIENTSIN », précédemment dénommée « Société anonyme de la Concession belge de Tientsin », représentée par M. le Chevalier Emmanuel DE WOUTERS D'OPLINTER, président de son Conseil d'administration, agissant en vertu des pouvoirs lui conférés par acte ci-annexé,

Il a été convenu ce qui suit :

Article premier.

La Société anonyme de la Concession belge de Tientsin (actuellement Société immobilière de Tientsin) déclare avoir reçu communication de l'accord conclu entre la Belgique et la Chine le 31 août 1929 pour la rétrocession de la Concession belge de Tientsin, et elle reconnaît que, dès l'entrée en vigueur de cet accord, l'arrangement relatif à ladite Concession intervenu le 11 décembre 1912 entre elle-même et le Gouvernement belge cessera de porter ses effets.

Article 2.

Le Gouvernement belge prend acte des modifications qui, conformément aux dispositions de l'article 5 de l'Accord sino-belge du 31 août 1929, ont été apportées à la dénomination et aux statuts de la Société anonyme de la Concession belge de Tientsin, actuellement « Société Immobilière de Tientsin », modifications qui ont été approuvées par l'assemblée générale extraordinaire des actionnaires de la Société tenue le 31 décembre 1929.

Article 3.

La « Société Immobilière de Tientsin » s'engage, conformément aux stipulations de l'ar-

ARRANGEMENT.

Between :

THE BELGIAN GOVERNMENT, represented by M. HYMANS, Minister for Foreign Affairs, and subject to the approval of the Legislature, and

THE " SOCIÉTÉ IMMOBILIÈRE DE TIENTSIN ", previously known as the " Société anonyme de la Concession belge de Tientsin ", represented by M. Emmanuel DE WOUTERS D'OPLINTER, Chairman of its Board of Directors, acting in virtue of the powers conferred upon him by the act annexed hereto,

The following agreement has been concluded :

Article 1.

The " Société anonyme de la Concession belge de Tientsin " (now " Société Immobilière de Tientsin ") declares that it has been made acquainted with the agreement concluded between Belgium and China on August 31, 1929, for the retrocession of the Belgian Concession in Tientsin, and recognises that as soon as this agreement comes into force the arrangement in connection with the said Concession concluded on December 11, 1912, between itself and the Belgian Government shall cease to have effect.

Article 2.

The Belgian Government notes the modifications which, in accordance with the provisions of Article 5 of the Sino-Belgian Agreement of August 31, 1929, have been made in the name and status of the " Société anonyme de la Concession belge de Tientsin " (now " Société Immobilière de Tientsin "), these modifications having been approved by the extraordinary general meeting of shareholders of the Company held on December 31, 1929.

Article 3.

The " Société Immobilière de Tientsin " undertakes, in accordance with the provisions of

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

¹ Translated by the Secretariat of the League of Nations, for information.

ticle 6 de l'Accord sino-belge du 31 août 1929, à remettre à l'autorité chinoise compétente, dans un délai d'un mois à partir de la mise en vigueur dudit accord, les titres et certificats de propriété privée remis, par le Consulat de Belgique, pour les terrains situés dans la concession belge.

Elle recevra de l'Autorité chinoise compétente, en échange de ces documents et dans un délai qui ne dépassera pas un mois, des certificats de bail à perpétuité. La Société précitée paiera de ce chef un droit d'enregistrement d'un dollar par *mow* de terrain.

Article 4.

La « Société Immobilière de Tientsin » reconnaît que les terrains situés dans l'ancienne Concession belge de Tientsin et auxquels il est fait allusion à l'article 3 ci-dessus, seront, à partir de l'entrée en vigueur de l'Accord sino-belge précité, entièrement soumis aux lois et règlements chinois et protégés par ceux-ci. Elle reconnaît également que ces terrains seront assujettis à tous les impôts et taxes chinois en vigueur.

Article 5.

La « Société Immobilière de Tientsin » déclare avoir pris également connaissance des dispositions figurant dans les annexes à l'Accord sino-belge du 31 août 1929 et stipulant notamment :

1° Qu'en ce qui concerne la taxe foncière sur la propriété bâtie ou non bâtie perçue dans l'ancienne Concession belge, le taux actuel de cette taxe y sera maintenu jusqu'au jour où le Gouvernement National de la République de Chine aura promulgué la nouvelle loi générale concernant la taxation foncière ;

2° Que si la Gilde de Fukien et de Canton peut prouver d'une façon reconnue satisfaisante qu'il a été prélevé sur des terrains lui appartenant, une portion pour la construction de la route n° 1, il lui sera alloué, à titre gratuit, une parcelle de terrain de superficie égale située dans le bloc S et contiguë à la propriété de ladite Gilde ; mais que si, au contraire, cette preuve ne peut être faite, la prétention de ladite Gilde sera définitivement considérée comme non valable ;

Article 6 of the Sino-Belgian Agreement of August 31, 1929, to hand over to the competent Chinese authority within a period of one month as from the entry into force of the said Agreement, the title deeds and certificates of private property issued by the Belgian Consulate for land situated in the Belgian Concession.

It shall receive from the competent Chinese authority in exchange for these documents and within a period not exceeding one month, certificates for perpetual lease. The above-mentioned Company shall pay in this respect a registration fee of \$1 per *mow* of land.

Article 4.

The " Société Immobilière de Tientsin " recognises that the land situated in the former Belgian Concession at Tientsin and referred to in Article 3 above shall, as from the entry into force of the above-mentioned Sino-Belgian Agreement, be entirely administered under Chinese laws and regulations and protected by the same. It also recognises that this land shall be subject to all Chinese imposts and taxes in force.

Article 5.

The " Société Immobilière de Tientsin " also declares that it has made itself acquainted with the provisions in the annexes to the Sino-Belgian Agreement of August 31, 1929, and stipulating in particular :

(1) That with regard to the land tax on properties with or without buildings thereon levied in the former Belgian Concession, the present rate shall be maintained until the promulgation by the National Government of the Republic of China of the new general law governing land taxation ;

(2) That if the Fukien and Canton Guild can prove in a way considered as satisfactory that a portion of its land has been taken for the construction of Road No. 1, a parcel of land of equal dimensions and contiguous to the property of the said Guild will gratuitously be allotted to it from block S ; but if, on the contrary, this cannot be proved the claim of the said Guild shall be definitely considered as not valid ;

3° Que les dettes de la Municipalité de l'ancienne Concession belge de Tientsin, s'élevant à la somme de Tientsin taëls 93,826.48 (quatre-vingt-treize mille huit cent vingt-six taëls de Tientsin et quarante-huit cents) seront remboursées au Gouvernement belge par le Gouvernement chinois, dans un délai de six mois à compter du jour de la mise en vigueur de l'Accord sino-belge signé le 31 août 1929.

Cette somme représentant le montant des avances faites à la Municipalité par la « Société anonyme de la Concession belge de Tientsin », actuellement « Société Immobilière de Tientsin », le Gouvernement belge s'engage à la transférer à ladite Société, dès que le Gouvernement chinois la lui aura remboursée.

Fait en double à Bruxelles, le 1^{er} février 1930.

(Signé) HYMANS.

(Signé) Chevalier DE WOUTERS.

(3) That the debts of the Municipality of the former Belgian Concession amounting in total to Tientsin taëls 93,826.48 (ninety-three thousand eight hundred and twenty-six Tientsin taëls and forty-eight cents) shall be reimbursed by the Chinese Government to the Belgian Government within six months from the day of the entry into force of the Sino-Belgian Agreement signed on August 31, 1929.

This sum representing the amount of the advances made to the Municipality by the " Société anonyme de la Concession belge de Tientsin " (now " Société Immobilière de Tientsin ") the Belgian Government undertakes to transfer it to the said Company as soon as the Chinese Government has reimbursed it to the Belgian Government.

Done in duplicate at Brussels on February 1, 1930.

(Signed) HYMANS.

(Signed) Chevalier DE WOUTERS.