

vingt dixième jour qui suivra la date de sa réception par le Secrétaire général de la Société des Nations.

Article VIII.

Sauf les cas d'urgence, la présente Convention ne pourra être dénoncée avant l'expiration d'un délai de deux ans à partir de la date à laquelle elle sera entrée en vigueur pour le Membre de la Société des Nations ou pour l'Etat non membre qui la dénonce ; cette dénonciation produira ses effets dès le quatre-vingt-dixième jour suivant la réception par le Secrétaire général de la notification à lui adressé.

Toute dénonciation sera communiqué immédiatement par le Secrétaire général de la Société des Nations à toutes les autres Hautes Parties contractantes.

Dans les cas d'urgence, la Haute Partie contractante qui effectuera la dénonciation en donnera directement et immédiatement communication à toutes autres Hautes Parties contractantes et la dénonciation produira ses effets deux jours après la réception de ladite communication par lesdites Hautes Parties contractantes. La Haute Partie contractante qui dénon-

Article VI.

La présente Convention n'entrera en vigueur que lorsqu'elle aura été ratifiée ou qu'il y aura été adhéré au nom de sept Membres de la Société des Nations ou Etats non membres, parmi lesquels devront figurer trois des Membres de la Société des Nations représentés d'une manière permanente au Conseil.

La date de l'entrée en vigueur sera le quatre-vingt-dixième jour qui suivra la réception par le Secrétaire général de la Société des Nations de la septième ratification ou adhésion, conformément à l'alinéa premier du présent article.

Le Secrétaire général de la Société des Nations, en faisant les notifications prévues aux articles IV et V, signalera spécialement que les ratifications ou adhésions visées à l'alinéa premier du présent article ont été recueillies.

Article VII.

Chaque ratification ou adhésion qui interviendra après l'entrée en vigueur de la Convention conformément à l'article VI sortira ses effets dès le quatre-

cera dans ces conditions avisera également de sa décision le Secrétaire général de la Société des Nations.

Chaque dénonciation n'aura d'effet qu'en ce qui concerne la Haute Partie contractante au nom de laquelle elle aura été faite.

Article IX.

Tout Membre de la Société des Nations et tout Etat non membre à l'égard duquel présente Convention est en vigueur pourra adresser au Secrétaire général de la Société des Nations, dès l'expiration de la quatrième année suivant l'entrée en vigueur de la Convention, une demande tendant à la revision de certaines ou de toutes les dispositions de cette Convention:

Si une telle demande, communiquée aux autres Membres ou Etats non membres entre lesquels la Convention est alors en vigueur, est appuyée, dans un délai d'un an, par au moins six d'entre eux le Conseil de la Société des Nations décidera s'il y a lieu de convoquer une Conférence à cet effet.

Article X.

Les Hautes Parties contractantes peuvent déclarer au moment de la signature, de la ratification ou de l'adhésion que, par leur acceptation de la présente Convention, elles n'entendent assumer aucune obligation en ce qui concerne l'ensemble ou toute partie de leurs colonies, protectorats ou territoires placés sous leur suzeraineté ou mandat; dans ce cas, la présente Convention ne sera pas applicable aux territoires faisant l'objet de pareille déclaration.

Les Hautes Parties contractantes pourront à tout moment dans la suite notifier au Secrétaire général de la Société des Nations qu'elles entendent rendre la présente Convention applicable à l'ensemble ou à toute partie de leurs territoires ayant fait l'objet de la déclaration prévue à l'alinéa précédent. Dans ce cas, la Convention s'appliquera aux territoires visés dans la notification quatre-vingt-dix jours après la réception de cette dernière par le Secrétaire général de la Société des Nations.

De même, les Hautes Parties contractantes peuvent, conformément à l'article VIII, dénoncer la présente Convention pour l'ensemble ou toute partie de leurs colonies, protectorats ou territoires placés sous

leur suzeraineté ou mandat.

Article XI.

La présente Convention sera enregistrée par le Secrétaire général de la Société des Nations dès son entrée en vigueur. Elle sera ultérieurement publiée aussitôt que possible au *Recueil des Traités* de la Société des Nations.

En foi de quoi les plénipotentiaires susnommés ont signé la présente Convention.

FAIT à Genève le sept juin mil neuf cent trente, en simple expédition qui sera déposée dans les archives du Secrétariat de la Société des Nations; copie conforme en sera transmise à tous les Membres de la Société des Nations et à tous les Etats non membres représentés à la Conférence.

第一附屬書

爲替手形及約束手形ニ關スル統一法

第一編

爲替手形

第一章 爲替手形ノ振出及方式

第一條

爲替手形ニハ左ノ事項ヲ記載スベシ

一 證券ノ文言中ニ其ノ證券ノ作成ニ用フル語ヲ以テ記載スル爲替手形ナルコトヲ示ス文字

二 一定ノ金額ヲ支拂フベキ旨ノ單純ナル委託

三 支拂ヲ爲スベキ者（支拂人）ノ名稱

四 満期ノ表示

五 支拂ヲ爲スベキ地ノ表示

六 支拂ヲ受ケ又ハ之ヲ受クル者ヲ指圖スル者ノ名稱

爲替手形
の振出及
び方式
事項の必
要記載

ANNEX I.

UNIFORM LAW ON BILLS OF EXCHANGE AND PROMISSORY NOTES

TITLE I.

BILLS OF EXCHANGE.

CHAPTER I.—ISSUE AND FORM OF A BILL OF EXCHANGE.

Article 1.

A bill of exchange contains:

1. The term "bill of exchange" inserted in the body of the instrument and expressed in the language employed in drawing up the instrument;
2. An unconditional order to pay a determinate sum of money;
3. The name of the person who is to pay (drawee);
4. A statement of the time of payment;
5. A statement of the place where payment is to be made;
6. The name of the person to whom or to whose order payment is to be made;

七 手形ヲ振出ス日及地ノ表示

八 手形ヲ振出ス者(振出人)ノ署名

第二條

必要の記
載事項の
欠缺

前條ニ掲グル事項ノ何レカヲ缺ク證券ハ爲替手形タル
效力ヲ有セズ但シ次ノ數項ニ規定スル場合ハ此ノ限ニ
在ラズ

満期ノ記載ナキ爲替手形ハ之ヲ一覽拂ノモノト看做
ス

支拂人ノ名稱ニ附記シタル地ハ特別ノ表示ナキ限り之
ヲ支拂地ニシテ且支拂人ノ住所地タルモノト看做ス

振出地ノ記載ナキ爲替手形ハ振出人ノ名稱ニ附記シタ
ル地ニ於テ之ヲ振出シタルモノト看做ス

第三條

爲替手形ハ振出人ノ自己指圖ニテ之ヲ振出スコトヲ得

爲替手形ハ振出人ノ自己宛ニテ之ヲ振出スコトヲ得

爲替手形ハ第三者ノ計算ニ於テ之ヲ振出スコトヲ得

爲替手形及約束手形ニ關シ統一法ヲ制定スル條約 第一附屬書

7. A statement of the date and of the place where the bill is issued;

8. The signature of the person who issues the bill (drawer).

Article 2.

An instrument in which any of the requirements mentioned in the preceding article is wanting is invalid as a bill of exchange, except in the cases specified in the following paragraphs:

A bill of exchange in which the time of payment is not specified is deemed to be payable at sight.

In default of special mention, the place specified beside the name of the drawee is deemed to be the place of payment, and at the same time the place of the domicile of the drawee.

A bill of exchange which does not mention the place of its issue is deemed to have been drawn in the place mentioned beside the name of the drawer.

Article 3.

A bill of exchange may be drawn payable to drawer's order.

It may be drawn on the drawer himself.

It may be drawn for account of a third person.

自己指圖
手形、自
己宛手形
委託手形

第三者方
払手形

爲替手形ハ支拂人ノ住所地ニ在ルト又ハ其ノ他ノ地ニ在ルトヲ問ハズ第三者ノ住所ニ於テ支拂フベキモノト爲スコトヲ得

第四條

利息の約
定の記載

一覽拂又ハ一覽後定期拂ノ爲替手形ニ於テハ振出人ハ手形金額ニ付利息ヲ生ズベキ旨ノ約定ヲ記載スルコトヲ得其ノ他ノ爲替手形ニ於テハ此ノ約定ノ記載ハ之ヲ爲サザルモノト看做ス

第五條

利率ハ之ヲ手形ニ表示スルコトヲ要ス其ノ表示ナキトキハ利息ノ約定ノ記載ハ之ヲ爲サザルモノト看做ス
利息ハ別段ノ日附ノ表示ナキトキハ手形振出ノ日ヨリ發生ス

第六條

記載金額
の不一致

爲替手形ノ金額ヲ文字及數字ヲ以テ記載シタル場合ニ於テ其ノ金額ニ差異アルトキハ文字ヲ以テ記載シタル金額ヲ手形金額トス

爲替手形ノ金額ヲ文字ヲ以テ又ハ數字ヲ以テ重複シテ記載シタル場合ニ於テ其ノ金額ニ差異アルトキハ最小金額ヲ手形金額トス

Article 4.

A bill of exchange may be payable at the domicile of a third person either in the locality where the drawee has his domicile or in another locality.

Article 5.

When a bill of exchange is payable at sight, or at a fixed period after sight, the drawer may stipulate that the sum payable shall bear interest. In the case of any other bill of exchange, this stipulation is deemed not to be written (*non écrite*).

The rate of interest must be specified in the bill; in default of such specification, the stipulation shall be deemed not to be written (*non écrite*).

Interest runs from the date of the bill of exchange, unless some other date is specified.

Article 6.

When the sum payable by a bill of exchange is expressed in words and also in figures, and there is a discrepancy between the two, the sum denoted by the words is the amount payable.

Where the sum payable by a bill of exchange is expressed more than once in words or more than once in figures, and there is a discrepancy, the smaller sum

is the sum payable.

Article 7.

If a bill of exchange bears signatures of persons incapable of binding themselves by a bill of exchange, or forged signatures, or signatures of fictitious persons, or signatures which for any other reason cannot bind the persons who signed the bill of exchange or on whose behalf it was signed, the obligations of the other persons who have signed it are none the less valid.

Article 8.

Whosoever puts his signature on a bill of exchange as representing a person for whom he had no power to act is bound himself as a party to the bill and, if he pays, has the same rights as the person for whom he purported to act. The same rule applies to a representative who has exceeded his powers.

Article 9.

The drawer guarantees both acceptance and payment.

He may release himself from guaranteeing acceptance; every stipulation by which he releases himself from the guarantee of payment is deemed not to be

手形行爲
獨立の原
則

第七條

爲替手形ニ手形債務ヲ負擔スル能力ナキ者ノ署名、偽造ノ署名、假設人ノ署名又ハ其ノ他ノ事由ニ因リ爲替手形ノ署名者若ハ其ノ本人ニ義務ヲ負ハシムルコト能ハザル署名アル場合ト雖モ他ノ署名者ノ債務ハ之ガ爲其ノ效力ヲ妨ゲラルルコトナシ

第八條

手形行爲
の代理

代理權ヲ有セザル者ガ代理人トシテ爲替手形ニ署名シタルトキハ自ラ其ノ手形ニ因リ義務ヲ負フ其ノ者ガ支拂ヲ爲シタルトキハ本人ト同一ノ權利ヲ有ス權限ヲ越エタル代理人ニ付亦同ジ

第九條

振出の効
力

振出人ハ引受及支拂ヲ擔保ス

振出人ハ引受ヲ擔保セザル旨ヲ記載スルコトヲ得支拂ヲ擔保セザル旨ノ一切ノ文言ハ之ヲ記載セザルモノト看做ス

白地手形
の不當補

第十條
未完成ニテ振出シタル爲替手形ニ豫メ爲シタル合意ト異ル補充ヲ爲シタル場合ニ於テハ其ノ違反ハ之ヲ以テ所持人ニ對抗スルコトヲ得ズ但シ所持人ガ惡意又ハ重大ナル過失ニ因リ爲替手形ヲ取得シタルトキハ此ノ限ニ在ラズ

裏書

第二章 裏書

手形の裏
書性

第十一條

爲替手形ハ指圖式ニテ振出サザルトキト雖モ裏書ニ依リテ之ヲ讓渡スコトヲ得

振出人ガ爲替手形ニ「指圖禁止」ノ文字又ハ之ト同一ノ意義ヲ有スル文言ヲ記載シタルトキハ其ノ證券ハ指名債權ノ讓渡ニ關スル方式ニ從ヒ且其ノ效力ヲ以テノミ之ヲ讓渡スコトヲ得

裏書ハ引受ヲ爲シタル又ハ爲サザル支拂人、振出人其ノ他ノ債務者ニ對シテモ之ヲ爲スコトヲ得此等ノ者ハ更ニ手形ヲ裏書スルコトヲ得

written (*non écrite*).

Article 10.

If a bill of exchange, which was incomplete when issued, has been completed otherwise than in accordance with the agreements entered into, the non-ob servance of such agreements may not be set up against the holder unless he has acquired the bill of exchange in bad faith or, in acquiring it, has been guilty of gross negligence.

CHAPTER II.—ENDORSEMENT.

Article 11.

Every bill of exchange, even if not expressly drawn to order, may be transferred by means of endorsement.

When the drawer has inserted in a bill of exchange the words "not to order" or an equivalent expression, the instrument can only be transferred according to the form, and with the effects, of an ordinary assignment.

The bill may be endorsed even in favour of the drawee, whether he has accepted or not, or of the drawer, or of any other party to the bill. These persons may re-endorse the bill.

第十二條

裏書の条
件
裏書ハ單純ナルコトヲ要ス裏書ニ附シタル條件ハ之ヲ記載セザルモノト看做ス

一部ノ裏書ハ之ヲ無効トス
持參人拂ノ裏書ハ白地式裏書ト同一ノ效力ヲ有ス

第十三條

裏書の方
式
裏書ハ爲替手形又ハ之ト結合シタル紙片(補箋)ニ之ヲ記載シ裏書人署名スルコトヲ要ス

裏書ハ被裏書人ヲ指定セズシテ之ヲ爲シ又ハ單ニ裏書人ノ署名ノミヲ以テ之ヲ爲スコトヲ得(白地式裏書)此ノ後ノ場合ニ於テハ裏書ハ爲替手形ノ裏書又ハ補箋ニ之ヲ爲スニ非ザレバ其ノ效力ヲ有セズ

第十四條

裏書の權
利
利
効
裏書ハ爲替手形ヨリ生ズル一切ノ權利ヲ移轉ス

裏書ガ白地式ナルトキハ所持人ハ
一 自己ノ名稱又ハ他人ノ名稱ヲ以テ白地ヲ補充スルコトヲ得

Article 12.

An endorsement must be unconditional. Any condition to which it is made subject is deemed not to be written (*non écrite*).

A partial endorsement is null and void.

An endorsement "to bearer" is equivalent to an endorsement in blank.

Article 13.

An endorsement must be written on the bill of exchange or on a slip affixed thereto (*allonge*). It must be signed by the endorser.

The endorsement may leave the beneficiary unspecified or may consist simply of the signature of the endorser (endorsement in blank). In the latter case, the endorsement, to be valid, must be written on the back of the bill of exchange or on the slip attached thereto (*allonge*).

Article 14.

An endorsement transfers all the rights arising out of a bill of exchange.

If the endorsement is in blank, the holder may:

1. Fill up the blank either with his own name or with the name of some other person;

- 二 白地式ニ依リ又ハ他人ヲ表示シテ更ニ手形ヲ裏書スルコトヲ得
- 三 白地ヲ補充セズ且裏書ヲ爲サズシテ手形ヲ第三者ニ譲渡スコトヲ得

第十五條

裏書ハ反對ノ文言ナキ限り引受及支拂ヲ擔保ス
裏書人ハ新ナル裏書ヲ禁ズルコトヲ得此ノ場合ニ於テハ其ノ裏書人ハ手形ノ爾後ノ被裏書人ニ對シ擔保ノ責ヲ負フコトナシ

裏書の担保的効力

第十六條

爲替手形ノ占有者ガ裏書ノ連續ニ依リ其ノ權利ヲ證明スルトキハ之ヲ適法ノ所持人ト看做ス最後ノ裏書ガ白地式ナル場合ト雖モ亦同ジ抹消シタル裏書ハ此ノ關係ニ於テハ之ヲ記載セザルモノト看做ス白地式裏書ニ次デ他ノ裏書アルトキハ其ノ裏書ヲ爲シタル者ハ白地式裏書ニ因リテ手形ヲ取得シタルモノト看做ス

裏書の資格的効力

事由ノ何タルヲ問ハズ爲替手形ノ占有ヲ失ヒタル者アル場合ニ於テ所持人ガ前項ノ規定ニ依リ其ノ權利ヲ

2. Re-endorse the bill in blank, or to some other person;

3. Transfer the bill to a third person without filling up the blank, and without endorsing it.

Article 15.

In the absence of any contrary stipulation, the endorser guarantees acceptance and payment.

He may prohibit any further endorsement; in this case, he gives no guarantee to the persons to whom the bill is subsequently endorsed.

Article 16.

The possessor of a bill of exchange is deemed to be the lawful holder if he establishes his title to the bill through an uninterrupted series of endorsements, even if the last endorsement is in blank. In this connection, cancelled endorsements are deemed not to be written (*non écrits*). When an endorsement in blank is followed by another endorsement, the person who signed this last endorsement is deemed to have acquired the bill by the endorsement in blank.

Where a person has been dispossessed of a bill of exchange, in any manner whatsoever, the holder who

證明スルトキハ手形ヲ返還スル義務ヲ負フコトナシ但シ所持人ガ惡意又ハ重大ナル過失ニ因リ之ヲ取得シタルトキハ此ノ限ニ在ラズ

第十七條

爲替手形ニ依リ請求ヲ受ケタル者ハ振出人其ノ他所持人ノ前者ニ對スル人的關係ニ基ク抗辯ヲ以テ所持人ニ對抗スルコトヲ得ズ但シ所持人ガ其ノ債務者ヲ害スルコトヲ知リテ手形ヲ取得シタルトキハ此ノ限ニ在ラズ

第十八條

裏書ニ「回收ノ爲」、「取立ノ爲」、「代理ノ爲」其ノ他單ナル委任ヲ示ス文言アルトキハ所持人ハ爲替手形ヨリ生ズル一切ノ權利ヲ行使スルコトヲ得但シ所持人ハ代理ノ爲ノ裏書ノミヲ爲スコトヲ得

前項ノ場合ニ於テハ債務者ガ所持人ニ對抗スルコトヲ得ル抗辯ハ裏書人ニ對抗スルコトヲ得ベカリシモノニ限ル

establishes his right thereto in the manner mentioned in the preceding paragraph is not bound to give up the bill unless he has acquired it in bad faith, or unless in acquiring it he has been guilty of gross negligence.

Article 17.

Persons sued on a bill of exchange cannot set up against the holder defences founded on their personal relations with the drawer or with previous holders, unless the holder, in acquiring the bill, has knowingly acted to the detriment of the debtor.

Article 18.

When an endorsement contains the statements "value in collection" ("*valeur en recouvrement*"), "for collection" ("*pour encaissement*"), "by procuration" ("*par procuration*") or any other phrase implying a simple mandate, the holder may exercise all rights arising out of the bill of exchange, but he can only endorse it in his capacity as agent.

In this case, the parties liable can only set up against the holder defences which could be set up against the endorser.

取立委任
裏書

人的抗弁
の制限

代理ノ爲ノ裏書ニ依ル委任ハ委任者ノ死亡又ハ其ノ者ガ無能力ト爲リタルコトニ因リ終了セズ

第十九條

質入裏書
裏書ニ「擔保ノ爲」、「質入ノ爲」其ノ他質權ノ設定ヲ示ス文言アルトキハ所持人ハ爲替手形ヨリ生ズル一切ノ權利ヲ行使スルコトヲ得但シ所持人ノ爲シタル裏書ハ代理ノ爲ノ裏書トシテノ效力ノミヲ有ス

債務者ハ裏書人ニ對スル人的關係ニ基ク抗辯ヲ以テ所持人ニ對抗スルコトヲ得ズ但シ所持人ガ其ノ債務者ヲ害スルコトヲ知リテ手形ヲ取得シタルトキハ此ノ限ニ在ラズ

第二十條

滿期後裏書
滿期後ノ裏書ハ滿期前ノ裏書ト同一ノ效力ヲ有ス但シ支拂拒絶證書作成後ノ裏書又ハ支拂拒絶證書作成期間經過後ノ裏書ハ指名債權ノ讓渡ノ效力ノミヲ有ス

The mandate contained in an endorsement by procuration does not terminate by reason of the death of the party giving the mandate or by reason of his becoming legally incapable.

Article 19.

When an endorsement contains the statements "value in security" ("*valeur en garantie*"), "value in pledge" ("*valeur en gage*"), or any other statement implying a pledge, the holder may exercise all the rights arising out of the bill of exchange, but an endorsement by him has the effects only of an endorsement by an agent.

The parties liable cannot set up against the holder defences founded on their personal relations with the endorser, unless the holder, in receiving the bill, has knowingly acted to the detriment of the debtor.

Article 20.

An endorsement after maturity has the same effects as an endorsement before maturity. Nevertheless, an endorsement after protest for non-payment, or after the expiration of the limit to time fixed for

drawing up the protest, operates only as an ordinary assignment.

Failing proof to the contrary, an endorsement without date is deemed to have been placed on the bill before the expiration of the limit of time fixed for drawing up the protest.

CHAPTER III.—ACCEPTANCE.

Article 21.

Until maturity, a bill of exchange may be presented to the drawee for acceptance at his domicile, either by the holder or by a person who is merely in possession of the bill.

Article 22.

In any bill of exchange, the drawer may stipulate that it shall be presented for acceptance, with or without fixing a limit of time for presentment.

Except in the case of a bill payable at the address of a third party or in a locality other than that of the domicile of the drawee, or, except in the case of a bill drawn payable at a fixed period after sight, the drawer may prohibit presentment for acceptance.

日附ノ記載ナキ裏書ハ支拂拒絶證書作成期間經過前ニ之ヲ爲シタルモノト推定ス

引 受

第三章 引受

第二十一條

引受呈示
の權利

爲替手形ノ所持人又ハ單ナル占有者ハ滿期ニ至ル迄引受ノ爲支拂人ニ其ノ住所ニ於テ之ヲ呈示スルコトヲ得

第二十二條

引受呈示
の命令又
ハ禁止

振出人ハ爲替手形ニ期間ヲ定メ又ハ定メズシテ引受ノ爲之ヲ呈示スベキ旨ヲ記載スルコトヲ得

振出人ハ手形ニ引受ノ爲ノ呈示ヲ禁ズル旨ヲ記載スルコトヲ得但シ手形ガ第三者方ニテ若ハ支拂人ノ住所地ニ非ザル地ニ於テ支拂フベキモノナルトキ又ハ一覽後定期拂ナルトキハ此ノ限ニ在ラズ

振出人ハ一定ノ期日前ニハ引受ノ爲ノ呈示ヲ爲スベカラザル旨ヲ記載スルコトヲ得
各裏書人ハ期間ヲ定メ又ハ定メズシテ引受ノ爲手形ヲ呈示スベキ旨ヲ記載スルコトヲ得但シ振出人ガ引受ノ爲ノ呈示ヲ禁ジタルトキハ此ノ限ニ在ラズ

第二十三條

一覽後定期拂ノ爲替手形ハ其ノ日附ヨリ一年內ニ引受ノ爲之ヲ呈示スルコトヲ要ス

振出人ハ前項ノ期間ヲ短縮シ又ハ伸長スルコトヲ得
裏書人ハ前二項ノ期間ヲ短縮スルコトヲ得

第二十四條

支拂人ハ第一ノ呈示ノ翌日ニ第二ノ呈示ヲ爲スベキコトヲ請求スルコトヲ得利害關係人ハ此ノ請求ガ拒絶證書ニ記載セラレタルトキニ限り之ニ應ズル呈示ナカリシコトヲ主張スルコトヲ得

所持人ハ引受ノ爲ニ呈示シタル手形ヲ支拂人ニ交付スルコトヲ要セズ

一覽後定期
の呈示義務

引受の考
慮期間

He may also stipulate that presentment for acceptance shall not take place before a named date.

Unless the drawer has prohibited acceptance, every endorser may stipulate that the bill shall be presented for acceptance, with or without fixing a limit of time for presentment.

Article 23.

Bills of exchange payable at a fixed period after slight must be presented for acceptance within one year of their date.

The drawer may abridge or extend this period.

These periods may be abridged by the endorsers.

Article 24.

The drawee may demand that a bill shall be presented to him a second time on the day after the first presentment. Parties interested are not allowed to set up that this demand has not been complied with unless this request is mentioned in the protest.

The holder is not obliged to surrender to the drawee a bill presented for acceptance.

Article 25.

An acceptance is written on the bill of exchange. It is expressed by the word "accepted" or any other equivalent term. It is signed by the drawee. The simple signature of the drawee on the face of the bill constitutes an acceptance.

When the bill is payable at a certain time after sight, or when it must be presented for acceptance within a certain limit of time in accordance with a special stipulation, the acceptance must be dated as of the day when the acceptance is given, unless the holder requires that it shall be dated as of the day of presentment. If it is undated, the holder, in order to preserve his right of recourse against the endorsers and the drawer, must authenticate the omission by a protest drawn up within the proper time.

Article 26.

An acceptance is unconditional, but the drawee may restrict it to part of the sum payable.

Every other modification introduced by an acceptance into the tenor of the bill of exchange operates

引受の方式

第二十五條

引受ハ爲替手形ニ之ヲ記載スベシ引受ハ「引受」其ノ他之ト同一ノ意義ヲ有スル文字ヲ以テ表示シ支拂人署名スベシ手形ノ表面ニ爲シタル支拂人ノ單ナル署名ハ之ヲ引受ト看做ス

一覽後定期拂ノ手形又ハ特別ノ記載ニ從ヒ一定ノ期間内ニ引受ノ爲ノ呈示ヲ爲スベキ手形ニ於テハ所持人が呈示ノ日ノ日附ヲ記載スベキコトヲ請求シタル場合ヲ除クノ外引受ニハ之ヲ爲シタル日ノ日附ヲ記載スルコトヲ要ス日附ノ記載ナキトキハ所持人ハ裏書人及振出人ニ對スル遡求權ヲ保全スル爲ニハ適法ノ時期ニ作ラシメタル拒絕證書ニ依リ其ノ記載ナカリシコトヲ證スルコトヲ要ス

第二十六條

引受の条件

引受ハ單純ナルベシ但シ支拂人ハ之ヲ手形金額ノ一部ニ制限スルコトヲ得
引受ニ依リ爲替手形ノ記載事項ニ加ヘタル他ノ變更ハ引受ノ拒絕タル效力ヲ有ス但シ引受人ハ其ノ引受ノ文

爲替手形及約束手形ニ關シ統一法ヲ制定スル條約 第一附屬書

言ニ從ヒテ責任ヲ負フ

第二十七條

振出人ガ支拂人ノ住所ト異ル支拂地ヲ爲替手形ニ記載シタル場合ニ於テ第三者方ニテ支拂ヲ爲スベキ旨ヲ定メザリシトキハ支拂人ハ引受ヲ爲スニ當リ其ノ第三者ヲ定ムルコトヲ得之ヲ定メザリシトキハ引受人ハ支拂地ニ於テ自ラ支拂ヲ爲ス義務ヲ負ヒタルモノト看做ス

手形ガ支拂人ノ住所ニ於テ支拂フベキモノナルトキハ支拂人ハ引受ニ於テ支拂地ニ於テ支拂ノ場所ヲ定ムルコトヲ得

第二十八條

支拂人ハ引受ニ因リ満期ニ於テ爲替手形ノ支拂ヲ爲ス義務ヲ負フ

支拂ナキ場合ニ於テハ所持人ハ第四十八條及第四十九條ノ規定ニ依リテ請求スルコトヲ得ベキ一切ノ金額ニ付引受人ニ對シ爲替手形ヨリ生ズル直接ノ請求權ヲ有ス所持人ガ振出人ナルトキト雖モ亦同ジ

as a refusal to accept. Nevertheless, the acceptor is bound according to the terms of his acceptance.

Article 27.

When the drawer of a bill has indicated a place of payment other than the domicile of the drawee without specifying a third party at whose address payment must be made, the drawee may name such third party at the time of acceptance. In default of this indication, the acceptor is deemed to have undertaken to pay the bill himself at the place of payment.

If a bill is payable at the domicile of the drawee, the latter may in his acceptance indicate an address in the same place where payment is to be made.

Article 28.

By accepting, the drawee undertakes to pay the bill of exchange at its maturity.

In default of payment, the holder, even if he is the drawer, has a direct action on the bill of exchange against the acceptor for all that can be demanded in accordance with Articles 48 and 49.

引受の記載の抹消

爲替手形ニ引受ヲ記載シタル支拂人ガ其ノ手形ノ返還前ニ之ヲ抹消シタルトキハ引受ヲ拒ミタルモノト看做ス抹消ハ證券ノ返還前ニ之ヲ爲シタルモノト推定ス

第二十九條

前項ノ規定ニ拘ラズ支拂人ガ書面ヲ以テ所持人又ハ手形ニ署名シタル者ニ引受ノ通知ヲ爲シタルトキハ此等ノ者ニ對シ引受ノ文言ニ從ヒテ責任ヲ負フ

保証

第四章 保証

第三十條

手形保証

爲替手形ノ支拂ハ其ノ金額ノ全部又ハ一部ニ付保証ニ依リ之ヲ擔保スルコトヲ得
第三者ハ前項ノ保証ヲ爲スコトヲ得手形ニ署名シタル者ト雖モ亦同ジ

第三十一條

保証の方式

保証ハ爲替手形又ハ補箋ニ之ヲ爲スベシ

Article 29.

Where the drawee who has put his acceptance on a bill has cancelled it before restoring the bill, acceptance is deemed to be refused. Failing proof to the contrary, the cancellation is deemed to have taken place before the bill was restored.

Nevertheless, if the drawee has notified his acceptance in writing to the holder or to any party who has signed the bill, he is liable to such parties according to the terms of his acceptance.

CHAPTER IV.—“AVALS”.

Article 30.

Payment of a bill of exchange may be guaranteed by an “aval” as to the whole or part of its amount.

This guarantee may be given by a third person or even by a person who has signed as a party to the bill.

Article 31.

The “aval” is given either on the bill itself or on an “allonge”.

保證ハ「保證」其ノ他之ト同一ノ意義ヲ有スル文字ヲ以テ表示シ保證人署名スベシ

爲替手形ノ表面ニ爲シタル單ナル署名ハ之ヲ保證ト看做ス但シ支拂人又ハ振出人ノ署名ハ此ノ限ニ在ラズ

保證ニハ何人ノ爲ニ之ヲ爲スカヲ表示スルコトヲ要ス其ノ表示ナキトキハ振出人ノ爲ニ之ヲ爲シタルモノト看做ス

第三十二條

力保証の効

保證人ハ保證セラレタル者ト同一ノ責任ヲ負フ

保證ハ其ノ擔保シタル債務ガ方式ノ瑕疵ヲ除キ他ノ如何ナル事由ニ因リテ無効ナルトキト雖モ之ヲ有効トス

保證人ガ爲替手形ノ支拂ヲ爲シタルトキハ保證セラレタル者及其ノ者ノ爲替手形上ノ債務者ニ對シ爲替手形ヨリ生ズル權利ヲ取得ス

満期

第五章 満期

第三十三條

It is expressed by the words "good as aval" ("bon pour aval") or by any other equivalent formula. It is signed by the giver of the "aval".

It is deemed to be constituted by the mere signature of the giver of the "aval" placed on the face of the bill, except in the case of the signature of the drawee or of the drawer.

An "aval" must specify for whose account it is given. In default of this, it is deemed to be given for the drawer.

Article 32.

The giver of an "aval" is bound in the same manner as the person for whom he has become guarantor.

His undertaking is valid even when the liability which he has guaranteed is inoperative for any reason other than defect of form.

He has, when he pays a bill of exchange, the rights arising out of the bill of exchange against the person guaranteed and against those who are liable to the latter on the bill of exchange.

CHAPTER V.—MATURITY.

Article 33.

満期の種類

爲替手形ハ左ノ何レカトシテ之ヲ振出スコトヲ得

一覽拂

一覽後定期拂

日附後定期拂

確定日拂

前項ト異ル満期又ハ分割拂ノ爲替手形ハ之ヲ無効トス

第三十四條

一覽払手形の満期

一覽拂ノ爲替手形ハ呈示アリタルトキ之ヲ支拂フベキモノトス此ノ手形ハ其ノ日附ヨリ一年内ニ支拂ノ爲之ヲ呈示スルコトヲ要ス振出人ハ此ノ期間ヲ短縮シ又ハ伸長スルコトヲ得裏書人ハ此等ノ期間ヲ短縮スルコトヲ得

振出人ハ一定ノ期日前ニハ一覽拂ノ爲替手形ヲ支拂ノ爲呈示スルコトヲ得ザル旨ヲ定ムルコトヲ得此ノ場合ニ於テ呈示ノ期間ハ其ノ期日ヨリ始マル

第三十五條

一覽後定期の満期

一覽後定期拂ノ爲替手形ノ満期ハ引受ノ日附又ハ拒絶證書ノ日附ニ依リテ之ヲ定ム

(条二一・經二)

A bill of exchange may be drawn payable;

At sight;

At a fixed period after sight;

At a fixed period after date;

At a fixed date.

Bills of exchange at other maturities or payable by instalments are null and void.

Article 34.

A bill of exchange at sight is payable on presentment. It must be presented for payment within a year of its date. The drawer may abridge or extend this period. These periods may be abridged by the endorsers.

The drawer may prescribe that a bill of exchange payable at sight must not be presented for payment before a named date. In this case, the period for presentment begins from the said date.

Article 35.

The maturity of a bill of exchange payable at a fixed period after sight is determined either by the date of the acceptance or by the date of the protest.

拒絕證書アラザル場合ニ於テハ日附ナキ引受ハ引受人ニ關スル限り引受ノ爲ノ呈示期間ノ末日ニ之ヲ爲シタルモノト看做ス

第三十六條

日附後又は一覽後又は一覽後手形の満期

日附後又ハ一覽後一月又ハ數月拂ノ爲替手形ハ支拂ヲ爲スベキ月ニ於ケル應當日ヲ以テ満期トス應當日ナキトキハ其ノ月ノ末日ヲ以テ満期トス

日附後又ハ一覽後一月半又ハ數月半拂ノ爲替手形ニ付テハ先ヅ全月ヲ計算ス

月ノ始、月ノ央（一月ノ央、二月ノ央等）又ハ月ノ終ヲ以テ満期ヲ定メタルトキハ其ノ月ノ一日、十五日又ハ末日ヲ謂フ

「八日」又ハ「十五日」トハ一週又ハ二週ニ非ズシテ満八日又ハ満十五日ヲ謂フ

「半月」トハ十五日ノ期間ヲ謂フ

In the absence of the protest, an undated acceptance is deemed, so far as regards the acceptor, to have been given on the last day of the limit of time for presentment for acceptance.

Article 36.

Where a bill of exchange is drawn at one or more months after date or after sight the bill matures on the corresponding date of the month when payment must be made. If there be no corresponding date, the bill matures on the last day of this month.

When a bill of exchange is drawn at one or more months and a-half after date or sight, entire months must first be calculated.

If the maturity is fixed at the commencement, in the middle (mid-January or mid-February, etc.) or at the end of the month, the first, fifteenth or last day of the month is to be understood.

The expressions "eight days" or "fifteen days" indicate not one or two weeks, but a period of eight or fifteen actual days.

The expression "half-month" means a period of fifteen days

支払地が
曆を異に
する場合
の処置

第三十七條

振出地ト曆ヲ異ニスル地ニ於テ確定日ニ支拂フベキ爲
替手形ニ付テハ滿期ノ日ハ支拂地ノ曆ニ依リテ之ヲ定
メタルモノト看做ス

曆ヲ異ニスル二地ノ間ニ振出シタル爲替手形ガ日附後
定期拂ナルトキハ振出ノ日ヲ支拂地ノ曆ノ應當日ニ換
ヘ之ニ依リテ滿期ヲ定ム

爲替手形ノ呈示期間ハ前項ノ規定ニ從ヒテ之ヲ計算ス

前三項ノ規定ハ爲替手形ノ文言又ハ證券ノ單ナル記載
ニ依リ別段ノ意思ヲ知り得ベキトキハ之ヲ適用セズ

支
払

支払呈示
の義務

第六章 支拂

第三十八條

確定日拂、日附後定期拂又ハ一覽後定期拂ノ爲替手形
ノ所持人ハ支拂ヲ爲スベキ日又ハ之ニ次グニ取引日内

爲替手形及約束手形ニ關シ統一法ヲ制定スル條約 第一附屬書

Article 37.

When a bill of exchange is payable on a fixed day in a place where the calendar is different from the calendar in the place of issue, the day of maturity is deemed to be fixed according to the calendar of the place of payment.

When a bill of exchange drawn between two places having different calendars is payable at a fixed period after date, the day of issue is referred to the corresponding day of the calendar in the place of payment, and the maturity is fixed accordingly.

The time for presenting bills of exchange is calculated in accordance with the rules of the preceding paragraph.

These rules do not apply if a stipulation in the bill or even the simple terms of the instrument indicate an intention to adopt some different rule.

CHAPTER VI.—PAYMENT.

Article 38.

The holder of a bill of exchange payable on a fixed day or at a fixed period after date or after sight must

ニ支拂ノ爲手形ヲ呈示スルコトヲ要ス

手形交換所ニ於ケル爲替手形ノ呈示ハ支拂ノ爲ノ呈示タル效力ヲ有ス

第三十九條

爲替手形ノ支拂人ハ支拂ヲ爲スニ當リ所持人ニ對シ手形ニ受取ヲ證スル記載ヲ爲シテ之ヲ交付スベキコトヲ請求スルコトヲ得

所持人ハ一部支拂ヲ拒ムコトヲ得ズ

一部支拂ノ場合ニ於テハ支拂人ハ其ノ支拂アリタル旨ノ手形上ノ記載及受取證書ノ交付ヲ請求スルコトヲ得

第四十條

爲替手形ノ所持人ハ滿期前ニハ其ノ支拂ヲ受クルコトヲ要セズ

滿期前ニ支拂ヲ爲ス支拂人ハ自己ノ危險ニ於テ之ヲ爲スモノトス

滿期ニ於テ支拂ヲ爲ス者ハ惡意又ハ重大ナル過失ナキ限り其ノ責ヲ免ル此ノ者ハ裏書ノ連續ノ整否ヲ調査

滿期前
支拂人
の調査
義務

支拂
件、
一部
支拂

present the bill for payment either on the day on which it is payable or on one of the two business days which follow.

The presentment of a bill of exchange at a clearing-house is equivalent to a presentment for payment.

Article 39.

The drawee who pays a bill of exchange may require that it shall be given up to him receipted by the holder.

The holder may not refuse partial payment.

In case of partial payment the drawee may require that mention of this payment shall be made on the bill, and that a receipt therefor shall be given to him.

Article 40.

The holder of a bill of exchange cannot be compelled to receive payment thereof before maturity.

The drawee who pays before maturity does so at his own risk and peril.

He who pays at maturity is validly discharged, unless he has been guilty of fraud or gross negligence.

スル義務アルモ裏書人ノ署名ヲ調査スル義務ナシ

第四十一條

支拂地ノ通貨ニ非ザル通貨ヲ以テ支拂フベキ旨ヲ記載シタル爲替手形ニ付テハ満期ノ日ニ於ケル價格ニ依リ其ノ國ノ通貨ヲ以テ支拂フ爲スコトヲ得債務者ガ支拂ヲ遲滞シタルトキハ所持人ハ其ノ選擇ニ依リ満期ノ日又ハ支拂ノ日ノ相場ニ從ヒ其ノ國ノ通貨ヲ以テ爲替手形ノ金額ヲ支拂フベキコトヲ請求スルコトヲ得

外國通貨
の表示手形
の支払

外國通貨ノ價格ハ支拂地ノ慣習ニ依リ之ヲ定ム但シ振出人ハ手形ニ定メタル換算率ニ依リ支拂金額ヲ計算スベキ旨ヲ記載スルコトヲ得

前二項ノ規定ハ振出人ガ特種ノ通貨ヲ以テ支拂フベキ旨(外國通貨現實支拂文句)ヲ記載シタル場合ニハ之ヲ適用セズ

振出國ト支拂國トニ於テ同名異價ヲ有スル通貨ニ依リ爲替手形ノ金額ヲ定メタルトキハ支拂地ノ通貨ニ依リテ之ヲ定メタルモノト推定ス

He is bound to verify the regularity of the series of endorsements, but not the signature of the endorsers.

Article 41.

When a bill of exchange is drawn payable in a currency which is not that of the place of payment, the sum payable may be paid in the currency of the country, according to its value on the date of maturity. If the debtor is in default, the holder may at his option demand that the amount of the bill be paid in the currency of the country according to the rate on the day of maturity or the day of payment.

The usages of the place of payment determine the value of foreign currency. Nevertheless, the drawer may stipulate that the sum payable shall be calculated according to a rate expressed in the bill.

The foregoing rules shall not apply to the case in which the drawer has stipulated that payment must be made in a certain specified currency (stipulation for effective payment in foreign currency).

If the amount of the bill of exchange is specified in a currency having the same denomination, but a different value in the country of issue and the country