

ス但シ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

第二十七條

保證人ハ保證セラレタル者ト同一ノ責任ヲ負フ

力保証の効

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
保證人ガ小切手ノ支拂ヲ爲シタルトキハ保證セラレタ
ル者及其ノ者ノ小切手上ノ債務者ニ對シ小切手ヨリ生
ズル權利ヲ取得ス

第四章 呈示及支拂

呈示及び
支払

第二十八條

一覽払性
先日付小

小切手ハ一覽拂ノモノトス之ニ反スル一切ノ記載ハ之
ヲ爲サザルモノト看做ス

ture of the giver of the "aval", placed on the face of
the cheque, except in the case of the signature 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 27.

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

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 the cheque, the rights a-
rising out of the cheque against the person guaranteed
and against those who are liable to the latter on
the cheque.

CHAPTER IV.—PRESENTMENT AND PAYMENT.

Article 28.

A cheque is payable at sight. Any contrary sti-
pulation shall be disregarded.

切手

振出ノ日附トシテ記載シタル日ヨリ前ニ支拂ノ爲呈示シタル小切手ハ呈示ノ日ニ於テ之ヲ支拂フベキモノトス

第二十九條

支払呈示
期間

國內ニ於テ振出シ且支拂フベキ小切手ハ八日內ニ支拂ノ爲之ヲ呈示スルコトヲ要ス

支拂ヲ爲スベキ國ト異ル國ニ於テ振出シタル小切手ハ振出地及支拂地ガ同一洲ニ存スルトキハ二十日內又異ル洲ニ存スルトキハ七十日內ニ之ヲ呈示スルコトヲ要ス

前項ニ關シテハ歐羅巴洲ノ一國ニ於テ振出シ地中海沿岸ノ一國ニ於テ支拂フベキ小切手又ハ地中海沿岸ノ一國ニ於テ振出シ歐羅巴洲ノ一國ニ於テ支拂フベキ小切手ハ同一洲內ニ於テ振出シ且支拂フベキモノト看倣ス本條ニ掲グル期間ノ起算日ハ小切手ニ振出ノ日附トシテ記載シタル日トス

第三十條

A cheque presented for payment before the date stated as the date of issue is payable on the day of presentment.

Article 29.

A cheque payable in the country in which it was issued must be presented for payment within eight days.

A cheque issued in a country other than that in which it is payable must be presented within a period of twenty days or of seventy days, according as to whether the place of issue and the place of payment are situated respectively in the same continent or in different continents.

For the purposes of this article cheques issued in a European country and payable in a country bordering on the Mediterranean or *vice versa* are regarded as issued and payable in the same continent.

The date from which the above-mentioned periods of time shall begin to run shall be date stated on the cheque as the date of issue.

Article 30.

曆を異に
する二地
間の振出

小切手ガ曆ヲ異ニスル二地ノ間ニ振出シタルモノナル
トキハ振出ノ日ヲ支拂地ノ曆ノ應當日ニ換フ

第三十一條

手形交換
所におけ
る呈示

手形交換所ニ於ケル小切手ノ呈示ハ支拂ノ爲ノ呈示タ
ル效力ヲ有ス

第三十二條

支払委託
の取消

小切手ノ支拂委託ノ取消ハ呈示期間經過後ニ於テノミ
其ノ效力ヲ生ズ

支拂委託ノ取消ナキトキハ支拂人ハ期間經過後ト雖モ
支拂ヲ爲スコトヲ得

第三十三條

振出後の
出人の
死亡又は
能力喪失

振出ノ後振出人ガ死亡シ又ハ能力ヲ失フモ小切手ノ効
力ニ影響ヲ及ボスコトナシ

第三十四條

Where a cheque is drawn in one place and is pay-
able in another having a different calendar, the day
of issue shall be construed as being the corresponding
day of the calendar of the place of payment.

Article 31.

Presentment of a cheque at a clearing house is
equivalent to presentment for payment.

Article 32.

The countermand of a cheque only takes effect
after the expiration of the limit of time for present-
ment.

If a cheque has not been countermanded, the
drawee may pay it even after the expiration of the
time limit.

Article 33.

Neither the death of the drawer nor his incapacity
taking place after the issue of the cheque shall have
any effect as regards the cheque.

Article 34.

支払の条
件、一部
支払

小切手ノ支拂人ハ支拂ヲ爲スニ當リ所持人ニ對シ小切手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小切手上ノ記載及受取證書ノ交付ヲ請求スルコトヲ得

第三十五條

支払人の
調査義務

裏書シ得ベキ小切手ノ支拂ヲ爲ス支拂人ハ裏書ノ連續ノ整否ヲ調査スル義務アルモ裏書人ノ署名ヲ調査スル義務ナシ

第三十六條

外國通貨
表示小切
手の支払

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小切手ニ付テハ其ノ呈示期間内ハ支拂ノ日ニ於ケル價格ニ依リ其ノ國ノ通貨ヲ以テ支拂ヲ爲スコトヲ得呈示ヲ爲スモ支拂ナカリシトキハ所持人ハ其ノ選擇ニ依リ呈示ノ日又ハ支拂ノ日ノ相場ニ從ヒ其ノ國ノ通貨ヲ以テ小切手ノ金額ヲ支拂フベキコトヲ請求スルコトヲ得

(条二一・經六)

The drawee who pays a cheque 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 the partial payment shall be mentioned on the cheque and that a receipt shall be given to him.

Article 35.

The drawee who pays an endorsable cheque is bound to verify the regularity of the series of endorsements, but not the signature of the endorsers.

Article 36.

When a cheque is drawn payable in a currency which is not that of the place of payment, the sum payable may, within the limit of time for the presentment of the cheque, be paid in the currency of the country according to its value on the date of payment. If payment has not been made on presentment, the holder may at his option demand that payment of the amount of the cheque in the currency of the country shall be made according to the rate on the day of

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小切手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小切手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

第五章 線引小切手及計算小切手

第三十七條

小切手ノ振出人又ハ所持人ハ小切手ニ線引ヲ爲スコトヲ得線引ハ次條ニ定ムル效力ヲ有ス
線引ハ小切手ノ表面ニ二條ノ平行線ヲ引キテ之ヲ爲スベシ線引ハ一般又ハ特定タルコトヲ得

presentment or on the day of payment.

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

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 a foreign currency).

If the amount of the cheque is specified in a currency having the same denomination but a different value in the country of issue and the country of payment, reference is deemed to be made to the currency of the place of payment.

CHAPTER V.—CROSSED CHEQUES AND CHEQUES PAYABLE IN ACCOUNT.

Article 37.

The drawer or holder of a cheque may cross it with the effects stated in the next article hereof.

A crossing takes the form of two parallel lines drawn on the face of the cheque. The crossing may

線引小切
手及び計
算小切手

線引の種
類及び方
式

二條ノ線内ニ何等ノ指定ヲ爲サザルカ又ハ「銀行」若ハ之ト同一ノ意義ヲ有スル文字ヲ記載シタルトキハ線引ハ之ヲ一般トス二條ノ線内ニ銀行ノ名稱ヲ記載シタルトキハ線引ハ之ヲ特定トス

一般線引ハ之ヲ特定線引ニ變更スルコトヲ得ルモ特定線引ハ之ヲ一般線引ニ變更スルコトヲ得ズ

線引又ハ被指定銀行ノ名稱ノ抹消ハ之ヲ爲サザルモノト看做ス

第三十八條

力線引の効

一般線引小切手ハ支拂人ニ於テ銀行ニ對シ又ハ支拂人ノ取引先ニ對シテノミ之ヲ支拂フコトヲ得

特定線引小切手ハ支拂人ニ於テ被指定銀行ニ對シテノミ又被指定銀行ガ支拂人ナルトキハ自己ノ取引先ニ對シテノミ之ヲ支拂フコトヲ得但シ被指定銀行ハ他ノ銀行ヲシテ小切手ノ取立ヲ爲サシムルコトヲ得

銀行ハ自己ノ取引先又ハ他ノ銀行ヨリノミ線引小切手ヲ取得スルコトヲ得銀行ハ此等ノ者以外ノ者ノ爲ニ線

be general or special.

The crossing is general if it consists of the two lines only or if between the lines the term "banker" or some equivalent is inserted; it is special if the name of a banker is written between the lines.

A general crossing may be converted into a special crossing, but a special crossing may not be converted into a general crossing.

The obliteration either of a crossing or of the name of the banker shall be regarded as not having taken place.

Article 38.

A cheque which is crossed generally can be paid by the drawee only to a banker or to a customer of the drawee.

A cheque which is crossed specially can be paid by the drawee only to the named banker, or if the latter is the drawee, to his customer. Nevertheless the named banker may procure the cheque to be collected by another banker.

A banker may not acquire a crossed cheque except from one of his customers or from another banker.

引小切手ノ取立ヲ爲スコトヲ得ズ

數箇ノ特定線引アル小切手ハ支拂人ニ於テ之ヲ支拂フコトヲ得ズ但シ二箇ノ線引アル場合ニ於テ其ノ一ガ手形交換所ニ於ケル取立ノ爲ニ爲サレタルモノナルトキハ此ノ限ニ在ラズ

前四項ノ規定ヲ遵守セザル支拂人又ハ銀行ハ之ガ爲ニ生ジタル損害ニ付小切手ノ金額ニ達スル迄賠償ノ責任ズ

第三十九條

計算小切
手の支払

小切手ノ振出人及所持人ハ小切手ノ表面ニ「計算ノ爲」ナル文字又ハ之ト同一ノ意義ヲ有スル文言ヲ又書シテ現金ノ支拂ヲ禁ズルコトヲ得

前項ノ場合ニ於テハ小切手ハ支拂人ニ於テ記帳ノ方法(勘定ノ貸方ニ記入スルコト、或勘定ヨリ他ノ勘定ニ移スコト、相殺又ハ手形交換所ノ決濟)ニ依リテノシ之ヲ決濟スルコトヲ得記帳ニ依ル決濟ハ之ヲ支拂ト看做ス

「計算ノ爲」ナル文字ノ抹消ハ之ヲ爲サザルモノト看做ス

前三項ノ規定ヲ遵守セザル支拂人ハ之ガ爲ニ生ジタル

He may not collect it for the account of other persons than the foregoing.

A cheque bearing several special crossings may not be paid by the drawee except in a case where there are two crossings, one of which is for collection through a clearing-house.

The drawee or banker who fails to observe the above provisions is liable for resulting damage up to the amount of the cheque.

Article 39.

The drawer or the holder of a cheque may forbid its payment in cash by writing transversally across the face of the cheque the words "payable in account" ("à porter en compte") or a similar expression.

In such a case the cheque can only be settled by the drawee by means of book-entry (credit in account, transfer from one account to another, set off or clearing-house settlement). Settlement by book-entry is equivalent to payment.

Any obliteration of the words "payable in account" shall be deemed not to have taken place.

The drawee who does not observe the foregoing

損害ニ付小切手ノ金額ニ達スル迄賠償ノ責ニ任ズ

第六章 支拂拒絶ニ因ル遡求

第四十條

所持人の
遡求権

適法ノ時期ニ呈示シタル小切手ノ支拂ナキ場合ニ於テ左ノ何レカニ依リ支拂拒絶ヲ證明スルトキハ所持人ハ裏書人、振出人其ノ他ノ債務者ニ對シ其ノ遡求權ヲ行フコトヲ得

一 公正證書 (拒絶證書)

二 小切手ニ呈示ノ日ヲ表示シテ記載シ且日附ヲ附シタル支拂人ノ宣言

三 適法ノ時期ニ小切手ヲ呈示シタルモ其ノ支拂ナカリシ旨ヲ證明シ且日附ヲ附シタル手形交換所ノ宣言

第四十一條

拒絶證書
又は宣言
の作成

拒絶證書又ハ之ト同一ノ效力ヲ有スル宣言ハ呈示期間經過前ニ之ヲ作ラシムルコトヲ要ス

期間ノ末日ニ呈示アリタルトキハ拒絶證書又ハ之ト同一ノ效力ヲ有スル宣言ハ之ニ次グ第一ノ取引日ニ之ヲ

provisions is liable for resulting damage up to the amount of the cheque.

CHAPTER VI.—RECOURSE FOR NON-PAYMENT.

Article 40.

The holder may exercise his right of recourse against the endorsers, the drawer and the other parties liable if the cheque on presentment in due time is not paid, and if the refusal to pay is evidenced:

(1) By a formal instrument (protest), or

(2) By a declaration dated and written by the drawee on the cheque and specifying the day of presentment, or

(3) By a dated declaration made by a clearing-house, stating that the cheque has been delivered in due time and has not been paid.

Article 41.

The protest or equivalent declaration must be made before the expiration of the limit of time for presentment.

If the cheque is presented on the last day of the limit of time, the protest may be drawn up or the

作ラシムルコトヲ得

支払拒絶
通知義務

第四十二條

所持人ハ拒絶證書又ハ之ト同一ノ效力ヲ有スル宣言ノ作成ノ日ニ次グ又ハ無費用償還文句アル場合ニ於テハ呈示ノ日ニ次グ四取引日内ニ自己ノ裏書人及振出人ニ對シ支拂拒絶アリタルコトヲ通知スルコトヲ要ス各裏書人ハ通知ヲ受ケタル日ニ次グ二取引日内ニ前ノ通知者全員ノ名稱及宛所ヲ示シテ自己ノ受ケタル通知ヲ自己ノ裏書人ニ通知シ順次振出人ニ及ブモノトス此ノ期間ハ各其ノ通知ヲ受ケタル時ヨリ進行ス

前項ノ規定ニ從ヒ小切手ノ署名者ニ通知ヲ爲ストキハ同一期間内ニ其ノ保證人ニ同一ノ通知ヲ爲スコトヲ要ス

裏書人が其ノ宛所ヲ記載セズ又ハ其ノ記載ガ讀ミ難キ場合ニ於テハ其ノ裏書人ノ直接ノ前者ニ通知スルヲ以

equivalent declaration made on the first business day following.

Article 42.

The holder must give notice of non-payment to his endorser and to the drawer within the four business days which follow the day on which the protest is drawn up or the equivalent declaration is made or, in case of a stipulation *retour sans frais*, the day of presentment. Every endorser must, within the two business days following the day on which he receives notice, inform his endorser of the notice which he has received, mentioning the names and addresses of those who have given the previous notices and so on through the series until the drawer is reached. The periods mentioned above run from the receipt of the preceding notice.

When, in conformity with the preceding paragraph, notice is given to a person who has signed a cheque, the same notice must be given within the same limit of time to his *avaliseur*.

Where an endorser either has not specified his address or has specified it in an illegible manner, it

テ足ル

通知ヲ爲スベキ者ハ如何ナル方法ニ依リテモ之ヲ爲スコトヲ得單ニ小切手ヲ返付スルニ依リテモ亦之ヲ爲スコトヲ得

通知ヲ爲スベキ者ハ適法ノ期間内ニ通知ヲ爲シタルコトヲ證明スルコトヲ要ス此ノ期間内ニ通知ヲ爲ス書面ヲ郵便ニ付シタル場合ニ於テハ其ノ期間ヲ遵守シタルモノト看做ス

前項ノ期間内ニ通知ヲ爲サザル者ハ其ノ權利ヲ失フコトナシ但シ過失ニ因リテ生ジタル損害アルトキハ小切手ノ金額ヲ超エザル範圍内ニ於テ其ノ賠償ノ責ニ任ズ

第四十三條

振出人、裏書人又ハ保證人ハ證券ニ記載シ且署名シタル「無費用償還」、「拒絕證書不要」ノ文句其ノ他之ト同一ノ意義ヲ有スル文言ニ依リ所持人ニ對シ其ノ邇求權ヲ行フ爲ノ拒絕證書又ハ之ト同一ノ效力ヲ有スル文言ノ作成ヲ免除スルコトヲ得

前項ノ文言ハ所持人ニ對シ法定期間内ニ於ケル小切手

is sufficient if notice is given to the endorser preceding him.

The person who must give notice may give it in any form whatever, even by simply returning the cheque.

He must prove that he has given notice within the limit of time prescribed. This time-limit shall be regarded as having been observed if a letter giving the notice has been posted within the said time.

A person who does not give notice within the limit of time prescribed above does not forfeit his rights. He is liable for the damage, if any, caused by his negligence, but the amount of his liability shall not exceed the amount of the cheque.

Article 43.

The drawer, an endorser, or an avaliseur may, by the stipulation "*retour sans frais*", "*sans protêt*", or any other equivalent expression written on the instrument and signed, release the holder from having a protest drawn up or an equivalent declaration made in order to exercise his right of recourse.

This stipulation does not release the holder from

拒絕證書
又は宣言
の作成免
除

ノ呈示及通知ノ義務ヲ免除スルコトナシ期間ノ不遵守ハ所持人ニ對シ之ヲ援用スル者ニ於テ其ノ證明ヲ爲スコトヲ要ス

振出人ガ第一項ノ文言ヲ記載シタルトキハ一切ノ署名者ニ對シ其ノ效力ヲ生ズ裏書人又ハ保證人ガ之ヲ記載シタルトキハ其ノ裏書人又ハ保證人ニ對シテノミ其ノ效力ヲ生ズ振出人ガ此ノ文言ヲ記載シタルニ拘ラズ所持人ガ拒絕證書又ハ之ト同一ノ效力ヲ有スル宣言ヲ作ラシメタルトキハ其ノ費用ハ所持人之ヲ負擔ス裏書人又ハ保證人ガ此ノ文言ヲ記載シタル場合ニ於テ拒絕證書又ハ之ト同一ノ效力ヲ有スル宣言ノ作成アリタルトキハ一切ノ署名者ヲシテ其ノ費用ヲ償還セシムルコトヲ得

第四十四條

過求を受
ける者

小切手上ノ各債務者ハ所持人ニ對シ合同シテ其ノ責ニ任ズ
所持人ハ前項ノ債務者ニ對シ其ノ債務ヲ負ヒタル順序ニ拘ラズ各別又ハ共同ニ請求ヲ爲スコトヲ得

presenting the cheque within the prescribed limit of time, or from giving the requisite notices. The burden of proving the non-observance of the limit of time lies on the person who seeks to set it up against the holder.

If the stipulation is written by the drawer, it is operative in respect of all persons who have signed the cheque; if it is written by an endorser or an *avaliseur*, it is operative only in respect of such endorser or *avaliseur*. If, in spite of the stipulation written by the drawer, the holder has the protest drawn up or the equivalent declaration made, he must bear the expenses thereof. When the stipulation emanates from an endorser or *avaliseur*, the costs of the protest or equivalent declaration, if drawn up or made, may be recovered from all the persons who have signed the cheque.

Article 44.

All the persons liable on a cheque are jointly and severally bound to the holder.

The holder has the right to proceed against all these persons individually or collectively without

being compelled to observe the order in which they have become bound.

The same right is possessed by any person signing the cheque who has taken it up and paid it.

Proceedings against one of the parties liable do not prevent proceedings against the others, even though such other parties may be subsequent to the party first proceeded against.

Article 45.

The holder may claim from the party against whom he exercises his right of recourse;

(1) The unpaid amount of the cheque;

(2) Interest at the rate of six per cent as from the date of presentment;

(3) The expenses of the protest or equivalent declaration, and of the notices given as well as other expenses.

Article 46.

A party who takes up and pays a cheque can recover from the parties liable to him;

(1) The entire sum which he has paid;

小切手ノ署名者ニシテ之ヲ受戻シタルモノモ同一ノ權利ヲ有ス
債務者ノ一人ニ對スル請求ハ他ノ債務者ニ對スル請求ヲ妨グズ既ニ請求ヲ受ケタル者ノ後者ニ對シテモ亦同ジ

第四十五條

所持人の
遡求金額

所持人ハ遡求ヲ受クル者ニ對シ左ノ金額ヲ請求スルコトヲ得

一 支拂アラザリシ小切手ノ金額

二 年六分ノ率ニ依ル呈示ノ日以後ノ利息

三 拒絶證書又ハ之ト同一ノ效力ヲ有スル宣言ノ費用、通知ノ費用及其次ノ他ノ費用

第四十六條

受戻人の
償還請求
金額

小切手ヲ受戻シタル者ハ其ノ前者ニ對シ左ノ金額ヲ請求スルコトヲ得
一 其ノ支拂ヒタル總金額

小切手ニ關シ統一法ヲ制定スル條約 第一附屬書 (小切手ニ關スル統一法)

二 前號ノ金額ニ對シ年六分ノ率ニ依リ計算シタル支拂ノ日以後ノ利息

三 其ノ支出シタル費用

第四十七條

逕求ヲ受ケタル又ハ受クベキ債務者ハ支拂ト引換ニ拒絶證書又ハ之ト同一ノ效力ヲ有スル宣言、受取ヲ證スル記載ヲ爲シタル計算書及小切手ノ交付ヲ請求スルトヲ得

逕求を受
ける者の
権利

小切手ヲ受戻シタル裏書人ハ自己及後者ノ裏書ヲ抹消スルコトヲ得

第四十八條

法定ノ期間内ニ於ケル小切手ノ呈示又ハ拒絶證書若ハ之ト同一ノ效力ヲ有スル宣言ノ作成ガ避クベカラザル障礙 (國ノ法令ニ依ル禁制其ノ他ノ不可抗力) ニ因リテ妨ゲラレタルトキハ其ノ期間ヲ伸長ス

呈示期間
又は拒絶
證書作成
の期間
長期に
伸

(2) Interest on the said sum calculated at the rate of six per cent, as from the day on which he made payment;

(3) Any expenses which he has incurred.

Article 47.

Every party liable against whom a right of recourse is, or may be, exercised, can require against payment, that the cheque shall be given up to him with the protest or equivalent declaration and a receipted account.

Every endorser who has taken up and paid a cheque may cancel his own endorsement and those of subsequent endorsers.

Article 48.

Should the presentment of the cheque or the drawing up of the protest or the making of the equivalent declaration within the prescribed limits of time be prevented by an insurmountable obstacle (legal prohibition (*prescription légale*) by any State or other case of *vis major*), these limits of time shall be extended.

所持人ハ自己ノ裏書人ニ對シ遲滞ナク其ノ不可抗力ヲ通知シ且小切手又ハ補箋ニ其ノ通知ヲ記載シ日附ヲ附シテ之ニ署名スルコトヲ要ス其ノ他ニ付テハ第四十二條ノ規定ヲ準用ス

不可抗力ガ止ミタルトキハ所持人ハ遲滞ナク支拂ノ爲小切手ヲ呈示シ且必要アルトキハ拒絕證書又ハ之ト同一ノ效力ヲ有スル宣言ヲ作ラシムルコトヲ要ス

不可抗力ガ所持人ニ於テ其ノ裏書人ニ不可抗力ノ通知ヲ爲シタル日ヨリ十五日ヲ超エテ繼續スルトキハ呈示期間經過前ニ其ノ通知ヲ爲シタル場合ト雖モ呈示又ハ拒絕證書若ハ之ト同一ノ效力ヲ有スル宣言ヲ要セズシテ遡求權ヲ行フコトヲ得

所持人又ハ所持人ガ小切手ノ呈示又ハ拒絕證書若ハ之ト同一ノ效力ヲ有スル宣言ノ作成ヲ委任シタル者ニ付テノ單純ナル人的事由ハ不可抗力ヲ構成スルモノト認メズ

第七章 複本

The holder is bound to give notice without delay of the case of *vis major* to his endorser and to make a dated and signed declaration of this notice, on the cheque or on an *allonge*; in other respects, the provisions of Article 42 shall apply.

When *vis major* has terminated, the holder must without delay present the cheque for payment and, if need be, procure a protest to be drawn up or an equivalent declaration made.

If *vis major* continues to operate beyond 15 days after the date on which the holder, even before the expiration of the time limit for presentment, has given notice of *vis major* to his endorser, recourse may be exercised and neither presentment nor a protest nor an equivalent declaration shall be necessary.

Facts which are purely personal to the holder or to the person whom he has entrusted with the presentment of the cheque or the drawing up of the protest or the making of the equivalent declaration are not deemed to constitute cases of *vis major*.

CHAPTER VII.—PARTS OF A SET.

第四十九條

複本の要件

一國ニ於テ振出シ他ノ國ニ於テ若ハ振出國ノ海外領土ニ於テ支拂フベキ小切手、一國ノ海外領土ニ於テ振出シ其ノ國ニ於テ支拂フベキ小切手、一國ノ同一海外領土ニ於テ振出シ且支拂フベキ小切手又ハ一國ノ一海外領土ニ於テ振出シ其ノ國ノ他ノ海外領土ニ於テ支拂フベキ小切手ハ持參人拂ノモノヲ除クノ外同一内容ノ數通ヲ以テ之ヲ振出スコトヲ得數通ヲ以テ小切手ヲ振出シタルトキハ其ノ證券ノ文言中ニ番號ヲ附スルコトヲ要ス之ヲ缺クトキハ各通ハ之ヲ各別ノ小切手ト看做ス

第五十條

複本の効力

複本ノ一通ノ支拂ハ其ノ支拂ガ他ノ複本ヲ無効ナラシムル旨ノ記載ナキトキト雖モ義務ヲ免レシム

數人ニ各別ニ複本ヲ讓渡シタル裏書人及其ノ後ノ裏書人ハ其ノ署名アル各通ニシテ返還ヲ受ケザルモノニ付責任ヲ負フ

變造

第八章 變造

第五十一條

Article 49.

With the exception of bearer cheques, any cheque issued in one country and payable in another or payable in a separate part overseas of the same country or *vice versa*, or issued and payable in the same or in different parts overseas of the same country, may be drawn in a set of identical parts. When a cheque is in a set of parts, each part must be numbered in the body of the instrument, failing which each part is deemed to be a separate cheque.

Article 50.

Payment made on one part operates as a discharge, even though there is no stipulation that such payment shall render the other parts of no effect.

An endorser who has negotiated parts to different persons and also the endorsers subsequent to him are liable on all the parts bearing their signatures, which have not been given up.

CHAPTER VIII.—ALTERATIONS.

Article 51.

小切手文
言の變造

小切手ノ文言ノ變造ノ場合ニ於テハ其ノ變造後ノ署名者ハ變造シタル文言ニ從ヒテ責任ヲ負ヒ變造前ノ署名者ハ原文言ニ從ヒテ責任ヲ負フ

時効

第九章 時効

第五十二條

時効期間

所持人ノ裏書人、振出人其ノ他ノ債務者ニ對スル遡求權ハ呈示期間經過後六月ヲ以テ時効ニ罹ル

小切手ノ支拂ヲ爲スベキ債務者ノ他ノ債務者ニ對スル遡求權ハ其ノ債務者ガ小切手ノ受戻ヲ爲シタル日又ハ其ノ者ガ訴ヲ受ケタル日ヨリ六月ヲ以テ時効ニ罹ル

第五十三條

時効の中
断の効力

時効ノ中断ハ其ノ中断ノ事由ガ生ジタル者ニ對シテノミ其ノ效力ヲ生ズ

In case of alteration of the text of a cheque, parties who have signed subsequent to the alteration are bound according to the terms of the altered text; parties who have signed before the alteration are bound according to the terms of the original text.

CHAPTER IX.—LIMITATION OF ACTIONS.

Article 52.

Actions of recourse by the holder against the endorsers, the drawer and the other parties liable are barred after six months as from the expiration of the limit of time fixed for presentment.

Actions of recourse by the different parties liable for the payment of a cheque against other such parties are barred after six months as from the day on which the party liable has paid the cheque or the day on which he was sued thereon.

Article 53.

Interruption of the period of limitation is only effective against the person in respect of whom the period has been interrupted.

通 則

第十章 通則

第五十四條

銀行の意

本法ニ於テ「銀行」ナル文字ハ法令ニ依リテ銀行ト同視セラルル人又ハ施設ヲ含ム

第五十五條

休 日

小切手ノ呈示及拒絶證書ノ作成ハ取引日ニ於テノシ之ヲ爲スコトヲ得

小切手ニ關スル行爲ヲ爲ス爲殊ニ呈示又ハ拒絶證書若ハ之ト同一ノ效力ヲ有スル宣言ノ作成ノ爲法令ニ規定シタル期間ノ末日ガ法定ノ休日ニ當ル場合ニ於テハ期間ハ其ノ滿了ニ次グ第一ノ取引日迄之ヲ伸長ス期間中ノ休日ハ之ヲ期間ニ算入ス

第五十六條

期間の初
日不算入

本法ニ規定スル期間ニハ其ノ初日ヲ算入セズ

CHAPTER X.—GENERAL PROVISIONS.

Article 54.

In the present law the word "banker" includes the persons or institutions assimilated by the law to bankers.

Article 55.

The presentment or protest of a cheque may only take place on a business day.

When the last day of the limit of time prescribed by the law for performing any act relating to a cheque, and particularly for presentment or for the drawing up of a protest or the making of an equivalent declaration, is a legal holiday, the limit of time is extended until the first business day which follows the expiration of that time. Intermediate holidays are included in computing limits of time.

Article 56.

The limits of time stipulated in the present law shall not include the day on which the period commences.

第五十七條

恩惠日ハ法律上ノモノタルト裁判上ノモノタルトヲ問
ハズ之ヲ認メズ

Article 57.

No days of grace, whether legal or judicial, are
permitted.

ANNEXE I.
LOI UNIFORME CONCERNANT
LE CHÈQUE

CHAPITRE I.—DE LA CREATION ET DE LA

FORME DU CHEQUE

Article premier.

Le chèque contient :

1. la dénomination de chèque, insérée dans le
texte même du titre et exprimée dans la langue
employée pour la rédaction de ce titre;
2. le mandat pur et simple de payer une
somme déterminée;
3. le nom de celui qui doit payer (tiré);

4. l'indication du lieu où le paiement doit s'ef-
fectuer;

5. l'indication de la date et du lieu où le chè-
que est créé;

6. la signature de celui qui émet le chèque
(tireur).

Article 2.

Le titre dans lequel une des énonciations indi-
quées à l'article précédent fait défaut ne vaut pas
comme chèque, sauf dans les cas déterminés par les
alinéas suivants.

A défaut d'indication spéciale, le lieu désigné à
côté du nom du tiré est réputé être le lieu de paie-
ment. Si plusieurs lieux sont indiqués à côté du nom
du tiré, le chèque est payable au premier lieu indi-
qué.

A défaut de ces indications ou de toute autre indication, le chèque est payable au lieu où le tiré a son établissement principal.

Le chèque sans indication du lieu de sa création est considéré comme souscrit dans le lieu désigné à côté du nom du tireur.

Article 3.

Le chèque est tiré sur un banquier ayant des fonds à la disposition du tireur et conformément à une convention, expresse ou tacite, d'après laquelle le tireur a la droit de disposer de ces fonds par chèque. Néanmoins, en cas d'inobservation de ces prescriptions, la validité du titre comme chèque n'est pas atteinte.

Article 4.

Le chèque ne peut pas être accepté. Une mention d'acceptation portée sur le chèque est réputée non écrite.

Article 5.

Le chèque peut être stipulé payable :
à une personne dénommée, avec ou sans clause

expresse "à ordre";

à une personne dénommée, avec la clause "non à ordre" ou une clause équivalente ;

au porteur.

Le chèque au profit d'une personne dénommée, avec la mention "ou au porteur", ou un terme équivalent, vaut comme chèque au porteur.

Le chèque sans indication du bénéficiaire vaut comme chèque au porteur.

Article 6.

Le chèque peut être à l'ordre du tireur lui-même.

Le chèque peut être tiré pour le compte d'un tiers.

Le chèque ne peut être tiré sur le tireur lui-même, sauf dans le cas où il s'agit d'un chèque tiré entre différents établissements d'un même tireur.

Article 7.

Toute stipulation d'intérêts insérée dans le chèque est réputée non écrite.

Article 8.