

# 商法

## Commercial Code

(明治三十二年三月九日法律第四十八号)  
(Act No. 48 of March 9, 1899)

### 第一編 総則

#### Part I General Provisions

第一章 通則 (第一条—第三条)

Chapter I General Rules (Article 1 to Article 3)

第二章 商人 (第四条—第七条)

Chapter II Merchants (Article 4 to Article 7)

第三章 商業登記 (第八条—第十条)

Chapter III Commercial Registration (Article 8 to Article 10)

第四章 商号 (第十一条—第十八条の二)

Chapter IV Trade Names (Article 11 to Article 18-2)

第五章 商業帳簿 (第十九条)

Chapter V Commercial Books (Article 19)

第六章 商業使用人 (第二十条—第二十六条)

Chapter VI Mercantile Employees (Article 20 to Article 26)

第七章 代理商 (第二十七条—第三十一条)

Chapter VII Commercial Agents (Article 27 to Article 31)

第八章 雑則 (第三十二条—第五百条)

Chapter VIII Miscellaneous Provisions (Article 32 to Article 500)

### 第二編 商行為

#### Part II Commercial Transactions

第一章 総則 (第五百一条—第五百二十三条)

Chapter I General Provisions (Article 501 to Article 523)

第二章 売買 (第五百二十四条—第五百二十八条)

Chapter II Sales Transactions (Article 524 to Article 528)

第三章 交互計算 (第五百二十九条—第五百三十四条)

Chapter III Open Accounts (Article 529 to Article 534)

第四章 匿名組合 (第五百三十五条—第五百四十二条)

Chapter IV Silent Partnerships (Article 535 to Article 542)

第五章 仲立営業 (第五百四十三条—第五百五十条)

Chapter V Brokerage Business (Article 543 to Article 550)

第六章 問屋営業 (第五百五十一条—第五百五十八条)

Chapter VI Business of Commission Merchants (Article 551 to Article 558)

第七章 運送取扱営業 (第五百五十九条—第五百六十八条)

Chapter VII Freight Forwarding Business (Article 559 to Article 568)

第八章 運送營業

Chapter VIII Transportation Business

第一節 總則 (第五百六十九條)

Section 1 General Provisions (Article 569)

第二節 物品運送 (第五百七十一條—第五百八十九條)

Section 2 Freight Transportation (Article 570 to Article 589)

第三節 旅客運送 (第五百九十一條—第五百九十二條)

Section 3 Passenger Transportation (Article 590 to Article 592)

第九章 寄託

Chapter IX Depositing of Goods

第一節 總則 (第五百九十三條—第五百九十六條)

Section 1 General Provisions (Article 593 to Article 596)

第二節 倉庫營業 (第五百九十七條—第六百八十三條)

Section 2 Warehouse Business (Article 597 to Article 683)

第三編 海商

Part III Maritime Commerce

第一章 船舶及船舶所有者 (第六百八十四條—第七百四條)

Chapter I Ships and Shipowners (Article 684 to Article 704)

第二章 船長 (第七百五條—第七百三十六條)

Chapter II Ships' Captains (Article 705 to Article 736)

第三章 運送

Chapter III Transportation

第一節 物品運送

Section 1 Freight Transportation

第一款 總則 (第七百三十七條—第七百六十六條)

Subsection 1 General Provisions (Article 737 to Article 766)

第二款 船荷証券 (第七百六十七條—第七百七十六條)

Subsection 2 Bills of Lading (Article 767 to Article 776)

第二節 旅客運送 (第七百七十七條—第七百八十七條)

Section 2 Passenger Transportation (Article 777 to Article 787)

第四章 海損 (第七百八十八條—第七百九十九條)

Chapter IV Averages (Article 788 to Article 799)

第五章 海難救助 (第八百條—第八百十四條)

Chapter V Marine Salvage (Article 800 to Article 814)

第六章 保險 (第八百十五條—第八百四十一條ノ二)

Chapter VI Insurance (Article 815 to Article 841-2)

第七章 船舶債權者 (第八百四十二條—第八百五十一條)

Chapter VII Ships' Creditors (Article 842 to Article 851)

第一編 總則

Part I General Provisions

## 第一章 通則

### Chapter I General Rules

(趣旨等)

(Purpose, etc.)

第一条 商人の営業、商行為その他商事については、他の法律に特別の定めがあるものを除くほか、この法律の定めるところによる。

Article 1 (1) The business of Merchants, commercial transactions, and other commercial matters are governed by the provisions of this Code, except as otherwise provided by other laws.

2 商事に関し、この法律に定めがない事項については商慣習に従い、商慣習がないときは、民法（明治二十九年法律第八十九号）の定めるところによる。

(2) A commercial matter not provided for in this Code is governed by commercial custom, and if there is no commercial custom, it is governed by the provisions of the Civil Code (Act No. 89 of 1896).

(公法人の商行為)

(Commercial Transactions by Public Corporations)

第二条 公法人が行う商行為については、法令に別段の定めがある場合を除き、この法律の定めるところによる。

Article 2 Commercial transactions conducted by public corporations are governed by the provisions of this Code, except as otherwise provided for by laws and regulations.

(一方的商行為)

(Transactions Constituting Commercial Transactions for One Party)

第三条 当事者の一方のために商行為となる行為については、この法律をその双方に適用する。

Article 3 (1) If an act constitutes a commercial transaction for one of the parties, this Code applies to both parties.

2 当事者の一方が二人以上ある場合において、その一人のために商行為となる行為については、この法律をその全員に適用する。

(2) If two or more persons form one of the parties and an act constitutes a commercial transaction for any one of them, this Code applies to all of them.

## 第二章 商人

### Chapter II Merchants

(定義)

(Definitions)

第四条 この法律において「商人」とは、自己の名をもって商行為をすることを業とす

る者をいう。

Article 4 (1) The term "Merchant" as used in this Code means a person in the business of conducting commercial transactions in its own name.

2 店舗その他これに類似する設備によって物品を販売することを業とする者又は鉱業を営む者は、商行為を行うことを業としない者であっても、これを商人とみなす。

(2) A person in the business of selling goods at a store or other similar facility or a person engaged in the mining business is deemed to be a Merchant even if that person is not in the business of conducting commercial transactions.

(未成年者登記)

(Commercial Registration of Minors)

第五条 未成年者が前条の営業を行うときは、その登記をしなければならない。

Article 5 If a minor carries out a business referred to in the preceding Article, this must be registered.

(後見人登記)

(Commercial Registration of Guardians)

第六条 後見人が被後見人のために第四条の営業を行うときは、その登記をしなければならない。

Article 6 (1) If a guardian carries out a business referred to in Article 4 on behalf of a ward, this must be registered.

2 後見人の代理権に加えた制限は、善意の第三者に対抗することができない。

(2) A limitation on a guardian's authority of representation may not be asserted against a third party in good faith.

(小商人)

(Petty Merchants)

第七条 第五条、前条、次章、第十一条第二項、第十五条第二項、第十七条第二項前段、第五章及び第二十二條の規定は、小商人（商人のうち、法務省令で定めるその営業のために使用する財産の価額が法務省令で定める金額を超えないものをいう。）については、適用しない。

Article 7 The provisions of Article 5, the preceding Article, the following Chapter, Article 11, paragraph (2), Article 15, paragraph (2), the first sentence of Article 17, paragraph (2), Chapter V, and Article 22 do not apply to a petty merchant (meaning a Merchant with an asset value as provided by Ordinance of the Ministry of Justice that does not exceed the amount prescribed by Ordinance of the Ministry of Justice, for assets that the Merchant uses for its business).

### 第三章 商業登記

#### Chapter III Commercial Registration

(通則)

**(General Rules)**

第八条 この編の規定により登記すべき事項は、当事者の申請により、商業登記法（昭和三十八年法律第百二十五号）の定めるところに従い、商業登記簿にこれを登記する。

Article 8 The information that must be registered pursuant to the provisions of this Part is registered in the commercial register at the application of the party concerned, pursuant to the provisions of the Commercial Registration Act (Act No. 125 of 1963).

(登記の効力)

**(Effect of Registration)**

第九条 この編の規定により登記すべき事項は、登記の後でなければ、これをもって善意の第三者に対抗することができない。登記の後であっても、第三者が正当な事由によってその登記があることを知らなかったときは、同様とする。

Article 9 (1) Information that must be registered pursuant to the provisions of this Part may not be asserted against a third party in good faith until after the registration. The same applies after the registration if a third party had a legitimate reason for not knowing that the information was registered.

2 故意又は過失によって不実の事項を登記した者は、その事項が不実であることをもって善意の第三者に対抗することができない。

(2) A person that registers false information intentionally or through negligence may not assert the falsity of that information against a third party in good faith.

(変更の登記及び消滅の登記)

**(Registration of Changes and Extinction)**

第十条 この編の規定により登記した事項に変更が生じ、又はその事項が消滅したときは、当事者は、遅滞なく、変更の登記又は消滅の登記をしなければならない。

Article 10 If information registered pursuant to the provisions of this Part changes or if such information becomes extinct, the relevant party must register the change or extinction without delay.

**第四章 商号**

**Chapter IV Trade Names**

(商号の選定)

**(Selection of Trade Name)**

第十一条 商人（会社及び外国会社を除く。以下この編において同じ。）は、その氏、氏名その他の名称をもってその商号とすることができる。

Article 11 (1) A Merchant (other than a company or foreign company; hereinafter the same applies in this Part) may use the Merchant's surname, full name, or

any other name as a trade name.

2 商人は、その商号の登記をすることができる。

(2) A Merchant may register its trade name.

(他の商人と誤認させる名称等の使用の禁止)

(Prohibition on Use of Names Causing Misconception That Merchant Is Another Merchant)

第十二条 何人も、不正の目的をもって、他の商人であると誤認されるおそれのある名称又は商号を使用してはならない。

Article 12 (1) No person may use, with a wrongful purpose, a name or trade name that could give rise to the misconception that the person is another Merchant.

2 前項の規定に違反する名称又は商号の使用によって営業上の利益を侵害され、又は侵害されるおそれがある商人は、その営業上の利益を侵害する者又は侵害するおそれがある者に対し、その侵害の停止又は予防を請求することができる。

(2) A Merchant whose business interests have been or are likely to be infringed upon by the use of a name or trade name that violates the provisions of the preceding paragraph may demand that the person infringing or likely to infringe upon those business interests discontinue or refrain from the infringement.

(過料)

(Non-Criminal Fines)

第十三条 前条第一項の規定に違反した者は、百万円以下の過料に処する。

Article 13 A person violating the provisions of paragraph (1) of the preceding Article is subject to a non-criminal fine of not more than one million yen.

(自己の商号の使用を他人に許諾した商人の責任)

(Liability of Merchant Permitting Others to Use the Trade Name Thereof)

第十四条 自己の商号を使用して営業又は事業を行うことを他人に許諾した商人は、当該商人が当該営業を行うものと誤認して当該他人と取引をした者に対し、当該他人と連帯して、当該取引によって生じた債務を弁済する責任を負う。

Article 14 A Merchant that permits another person to carry on a business or engage in operations using the Merchant's trade name is jointly and severally liable, together with that other person, to a party that has dealings with the other person based on the misconception that the Merchant is the one carrying on the business, for performance of the obligations arising from those dealings.

(商号の譲渡)

(Transfer of Trade Names)

第十五条 商人の商号は、営業とともにする場合又は営業を廃止する場合に限り、譲渡

することができる。

Article 15 (1) A Merchant's trade name may be transferred only if the Merchant's business is also transferred or is discontinued.

2 前項の規定による商号の譲渡は、登記をしなければ、第三者に対抗することができない。

(2) The transfer of a trade name under the provisions of the preceding paragraph may not be asserted against a third party unless it is registered.

(営業譲渡人の競業の禁止)

(Non-Competition by Transferor of Business)

第十六条 営業を譲渡した商人（以下この章において「譲渡人」という。）は、当事者の別段の意思表示がない限り、同一の市町村（東京都の特別区の存する区域及び地方自治法（昭和二十二年法律第六十七号）第二百五十二条の十九第一項の指定都市にあつては、区。以下同じ。）の区域内及びこれに隣接する市町村の区域内においては、その営業を譲渡した日から二十年間は、同一の営業を行ってはならない。

Article 16 (1) Unless the parties manifest a different intention, a Merchant that transfers business (hereinafter referred to as the "transferor" in this Chapter) must not engage in the same line of business within the limits of the same city, town, or village (or within the limits of the same ward, in a part of Tokyo that has special wards and in the designated cities set forth in Article 252-19, paragraph (1) of the Local Autonomy Act (Act No. 67 of 1947); the same applies hereinafter), or within the limits of a neighboring city, town, or village, for 20 years after the day of the business transfer.

2 譲渡人が同一の営業を行わない旨の特約をした場合には、その特約は、その営業を譲渡した日から三十年の期間内に限り、その効力を有する。

(2) If a transferor enters into a special agreement not to engage in the same line of business, that special agreement is only valid for 30 years after the day of the business transfer.

3 前二項の規定にかかわらず、譲渡人は、不正の競争の目的をもって同一の営業を行ってはならない。

(3) Notwithstanding the provisions of the preceding two paragraphs, the transferor may not engage in the same line of business with the intention of engaging in unfair competition.

(譲渡人の商号を使用した譲受人の責任等)

(Liability of Transferee Using Transferor's Trade Name)

第十七条 営業を譲り受けた商人（以下この章において「譲受人」という。）が譲渡人の商号を引き続き使用する場合には、その譲受人も、譲渡人の営業によって生じた債務を弁済する責任を負う。

Article 17 (1) If a Merchant to which business is transferred (hereinafter referred to as the "transferee" in this Chapter) continues to use the trade name

of the transferor, the transferee is also liable for performance of obligations arising from the business of the transferor.

2 前項の規定は、営業を譲渡した後、遅滞なく、譲受人が譲渡人の債務を弁済する責任を負わない旨を登記した場合には、適用しない。営業を譲渡した後、遅滞なく、譲受人及び譲渡人から第三者に対しその旨の通知をした場合において、その通知を受けた第三者についても、同様とする。

(2) The provisions of the preceding paragraph do not apply if, without delay after the business transfer, the transferee makes a registration indicating that the transferee is not liable for performance of the transferor's obligations. If the transferee and transferor notify third parties of this without delay after the business transfer, the same applies with respect to a third party that has been so notified.

3 譲受人が第一項の規定により譲渡人の債務を弁済する責任を負う場合には、譲渡人の責任は、営業を譲渡した日後二年以内に請求又は請求の予告をしない債権者に対しては、その期間を経過した時に消滅する。

(3) If the transferee is liable for performance of the transferor's obligations pursuant to the provisions of paragraph (1), the transferor's liability to an obligee that fails to demand performance or give advance notice of its claim within the two years after the business transfer date is extinguished once those two years have passed.

4 第一項に規定する場合において、譲渡人の営業によって生じた債権について、その譲受人にした弁済は、弁済者が善意でかつ重大な過失がないときは、その効力を有する。

(4) In a case as prescribed in paragraph (1), any performance made to the transferee on a claim arising from the business of the transferor is valid if the party performing the obligation does so in good faith and without gross negligence.

(譲受人による債務の引受け)

(Assumption of Obligations by Transferee)

第十八条 譲受人が譲渡人の商号を引き続き使用しない場合においても、譲渡人の営業によって生じた債務を引き受ける旨の広告をしたときは、譲渡人の債権者は、その譲受人に対して弁済の請求をすることができる。

Article 18 (1) Even if a transferee does not continue to use the trade name of the transferor, if the transferee advertises that it will assume the obligations arising from the business of the transferor, the obligees of the transferor may demand that the transferee perform those obligations.

2 譲受人が前項の規定により譲渡人の債務を弁済する責任を負う場合には、譲渡人の責任は、同項の広告があった日後二年以内に請求又は請求の予告をしない債権者に対しては、その期間を経過した時に消滅する。

(2) If the transferee is liable for performance of the transferor's obligations



pursuant to the provisions of the preceding paragraph, the transferor's liability to an obligee that fails to demand performance of the obligations or give advance notice of its claim within the two years after the day that the transferor advertises as referred to in that paragraph is extinguished once those two years have passed.

(詐害営業譲渡に係る譲受人に対する債務の履行の請求)

(Demand for Transferee Involved in Fraudulent Business Transfer to Perform Obligations)

第十八条の二 譲渡人が譲受人に承継されない債務の債権者（以下この条において「残存債権者」という。）を害することを知って営業を譲渡した場合には、残存債権者は、その譲受人に対して、承継した財産の価額を限度として、当該債務の履行を請求することができる。ただし、その譲受人が営業の譲渡の効力が生じた時において残存債権者を害すべき事実を知らなかったときは、この限りでない。

Article 18-2 (1) If a transferor transfers business knowing that this will harm the obligee of an obligation not assumed by the transferee (hereinafter referred to as a "person that remains the obligee" of the transferor in this Article), the person that remains the obligee of the transferor may demand that the transferee perform that obligation, up to the value of the assets to which the transferee has succeeded; provided, however, that this does not apply if the transferee, at the time the business transfer becomes effective, has no knowledge of the fact that the transfer will harm the persons that remain the obligees of the transferor.

2 譲受人が前項の規定により同項の債務を履行する責任を負う場合には、当該責任は、譲渡人が残存債権者を害することを知って営業を譲渡したことを知った時から二年以内に請求又は請求の予告をしない残存債権者に対しては、その期間を経過した時に消滅する。営業の譲渡の効力が生じた日から二十年を経過したときも、同様とする。

(2) If a transferee is liable to perform the obligations referred to in the preceding paragraph pursuant to the provisions of that paragraph, its liability towards a person that remains the obligee of the transferor but that fails to demand performance of the obligation or give advance notice of its claim within the two years after the day that it learns that the transferor has transferred the business with the knowledge that it harms the persons that remain its obligees is extinguished once those two years have passed. The same applies once 20 years have passed since the day on which the business transfer becomes effective.

3 譲渡人について破産手続開始の決定又は再生手続開始の決定があったときは、残存債権者は、譲受人に対して第一項の規定による請求をする権利を行使することができない。

(3) A person that remains the obligee of the transferor may not exercise the right to a claim against the transferee pursuant to the provisions of paragraph (1) if

an order commencing bankruptcy proceedings or order commencing rehabilitation proceedings involving the transferor has been issued.

## 第五章 商業帳簿

### Chapter V Commercial Books

第十九条 商人の会計は、一般に公正妥当と認められる会計の慣行に従うものとする。

Article 19 (1) A Merchant's accounting is subject to the accounting practices generally accepted as fair and appropriate.

2 商人は、その営業のために使用する財産について、法務省令で定めるところにより、適時に、正確な商業帳簿（会計帳簿及び貸借対照表をいう。以下この条において同じ。）を作成しなければならない。

(2) A Merchant must prepare accurate commercial books (meaning accounting books and balance sheets; hereinafter the same applies in this Article) in a timely manner and as provided by Ordinance of the Ministry of Justice.

3 商人は、帳簿閉鎖の時から十年間、その商業帳簿及びその営業に関する重要な資料を保存しなければならない。

(3) A Merchant must keep commercial books and important business materials on file for ten years from the time of the closing of the books.

4 裁判所は、申立てにより又は職権で、訴訟の当事者に対し、商業帳簿の全部又は一部の提出を命ずることができる。

(4) The court, upon petition or by its own authority, may order the parties to a suit to submit all or part of their commercial books.

## 第六章 商業使用人

### Chapter VI Mercantile Employees

(支配人)

(Managers)

第二十条 商人は、支配人を選任し、その営業所において、その営業を行わせることができる。

Article 20 A Merchant may appoint a manager and have that manager carry out its business at its place of business.

(支配人の代理権)

(Manager's Authority to Represent)

第二十一条 支配人は、商人に代わってその営業に関する一切の裁判上又は裁判外の行為をする権限を有する。

Article 21 (1) A manager has the authority to engage in all acts in and out of court on behalf of the Merchant in connection with the Merchant's business.

2 支配人は、他の使用人を選任し、又は解任することができる。

(2) A manager may appoint and dismiss other employees.

3 支配人の代理権に加えた制限は、善意の第三者に対抗することができない。

(3) A limitation on a manager's authority to represent the Merchant may not be asserted against a third party in good faith.

(支配人の登記)

**(Registration of Managers)**

第二十二條 商人が支配人を選任したときは、その登記をしなければならない。支配人の代理権の消滅についても、同様とする。

Article 22 If a Merchant appoints a manager, this must be registered. The same applies if a manager's authority to represent the Merchant is extinguished.

(支配人の競業の禁止)

**(Non-Competition by Managers)**

第二十三條 支配人は、商人の許可を受けなければ、次に掲げる行為をしてはならない。

Article 23 (1) A manager must not engage in any of the following conduct without the permission of the Merchant:

一 自ら営業を行うこと。

(i) carrying on an independent business;

二 自己又は第三者のためにその商人の営業の部類に属する取引をすること。

(ii) conducting a transaction that is in the Merchant's line of business for the benefit of the manager or a third party;

三 他の商人又は会社若しくは外国会社の使用人となること。

(iii) becoming the employee of another Merchant or of a company or foreign company;

四 会社の取締役、執行役又は業務を執行する社員となること。

(iv) becoming the director, executive officer, or executive managing member of a company.

2 支配人が前項の規定に違反して同項第二号に掲げる行為をしたときは、当該行為によって支配人又は第三者が得た利益の額は、商人に生じた損害の額と推定する。

(2) If a manager engages in the conduct set forth in item (ii) of the preceding paragraph in violation of the provisions of that paragraph, the amount of profit earned by the manager or third party as a result of the conduct is presumed to be the amount of damage that the Merchant has suffered.

(表見支配人)

**(Apparent Manager)**

第二十四條 商人の営業所の営業の主任者であることを示す名称を付した使用人は、当該営業所の営業に関し、一切の裁判外の行為をする権限を有するものとみなす。ただし、相手方が悪意であったときは、この限りでない。

Article 24 An employee with a title indicating that employee to be responsible

for operations at a Merchant's place of business is deemed to have the authority to engage in all acts out of court in connection with the operations of that place of business; provided, however, that this does not apply if the other party knows this not to be the case.

(ある種類又は特定の事項の委任を受けた使用人)

(Employees Entrusted with Categories of Business Matters or with Specific Business Matters)

第二十五条 商人の営業に関するある種類又は特定の事項の委任を受けた使用人は、当該事項に関する一切の裁判外の行為をする権限を有する。

Article 25 (1) An employee that is entrusted with a category of business matter or a specific business matter of the Merchant's has the authority to engage in all acts out of court in connection with such a matter.

2 前項の使用人の代理権に加えた制限は、善意の第三者に対抗することができない。

(2) A limitation on the authority of the employee referred to in the preceding paragraph to represent the Merchant may not be asserted against a third party in good faith.

(物品の販売等を目的とする店舗の使用人)

(Employees of Stores at Which It Is Intended That Goods Will Be Sold)

第二十六条 物品の販売等（販売、賃貸その他これらに類する行為をいう。以下この条において同じ。）を目的とする店舗の使用人は、その店舗に在る物品の販売等をする権限を有するものとみなす。ただし、相手方が悪意であったときは、この限りでない。

Article 26 The employee of a store at which it is intended that goods will be sold or otherwise transferred (meaning sold, rented out, or subject to any other similar action; hereinafter the same applies in this Article) is deemed to have the authority to sell or otherwise transfer the goods located in the store; provided, however, that this does not apply if the other party knows this not to be the case.

## 第七章 代理商

### Chapter VII Commercial Agents

(通知義務)

(Duty of Notice)

第二十七条 代理商（商人のためにその平常の営業の部類に属する取引の代理又は媒介をする者で、その商人の使用人でないものをいう。以下この章において同じ。）は、取引の代理又は媒介をしたときは、遅滞なく、商人に対して、その旨の通知を発しなければならない。

Article 27 Having acted as agent or intermediary in a transaction, a commercial agent (meaning a person that is not the employee of a Merchant but that acts

on behalf of the Merchant as the agent or intermediary in a transaction that is in the Merchant's ordinary line of business; hereinafter the same applies in this Chapter) must issue notice of this to the Merchant without delay.

(代理商の競業の禁止)

(Non-Competition by Commercial Agents)

第二十八条 代理商は、商人の許可を受けなければ、次に掲げる行為をしてはならない。

Article 28 (1) A commercial agent must not engage in any of the following conduct without the permission of the Merchant:

一 自己又は第三者のためにその商人の営業の部類に属する取引をすること。

(i) conducting a transaction that is in the Merchant's line of business for the benefit of the agent or a third party;

二 その商人の営業と同種の事業を行う会社の取締役、執行役又は業務を執行する社員となること。

(ii) becoming the director, executive officer, or executive managing member of a company that carries on the same kind of business as the Merchant.

2 代理商が前項の規定に違反して同項第一号に掲げる行為をしたときは、当該行為によって代理商又は第三者が得た利益の額は、商人に生じた損害の額と推定する。

(2) If a commercial agent engages in the conduct set forth in item (i) of the preceding paragraph in violation of the provisions of that paragraph, the amount of profit earned by the commercial agent or third party as a result of the conduct is presumed to be the amount of damage that the Merchant has suffered.

(通知を受ける権限)

(Authority to Receive Notice)

第二十九条 物品の販売又はその媒介の委託を受けた代理商は、第五百二十六条第二項の通知その他売買に関する通知を受ける権限を有する。

Article 29 A commercial agent entrusted with the sale of goods or the role of intermediary for the sale thereof has the authority to receive a notice as referred to in Article 526, paragraph (2) or any other notice regarding the sale.

(契約の解除)

(Contract Cancellation)

第三十条 商人及び代理商は、契約の期間を定めなかったときは、二箇月前までに予告し、その契約を解除することができる。

Article 30 (1) If a contract between a Merchant and a commercial agent is without a fixed term, either may cancel it with two months' advance notice.

2 前項の規定にかかわらず、やむを得ない事由があるときは、商人及び代理商は、いつでもその契約を解除することができる。

(2) Notwithstanding the provisions of the preceding paragraph, if there is a

compelling reason, a Merchant or a commercial agent may cancel the contract between them at any time.

(代理商の留置権)

(Commercial Agent's Right of Retention)

第三十一条 代理商は、取引の代理又は媒介をしたことによって生じた債権の弁済期が到来しているときは、その弁済を受けるまでは、商人のために当該代理商が占有する物又は有価証券を留置することができる。ただし、当事者が別段の意思表示をしたときは、この限りでない。

Article 31 If performance is due on a claim arising from a commercial agent's actions as an agent or intermediary in a transaction, the agent may retain property or negotiable instruments of value that the agent is holding for the Merchant until the claim is satisfied; provided, however, that this does not apply if the parties have manifested a different intention.

## 第八章 雑則

### Chapter VIII Miscellaneous Provisions

第三十二条 この法律の規定により署名すべき場合には、記名押印をもって、署名に代えることができる。

Article 32 If a person's signature is required pursuant to the provisions of this Code, the affixation of that person's name and seal may be substituted for the signature.

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## 第二編 商行為

### Part II Commercial Transactions

#### 第一章 總則

#### Chapter I General Provisions

(絶対的商行為)

(Transactions Absolutely Regarded as Commercial Transactions Due to Their



Nature)

第五百一条 次に掲げる行為は、商行為とする。

Article 501 The following actions are commercial transactions:

- 一 利益を得て譲渡する意思をもってする動産、不動産若しくは有価証券の有償取得又はその取得したものの譲渡を目的とする行為  
(i) an action through which a person seeks to acquire for value a movable, real property, or a negotiable instrument of value from whose transfer the person wishes to profit, or an action through which a person seeks to transfer an object so acquired;
- 二 他人から取得する動産又は有価証券の供給契約及びその履行のためにする有償取得を目的とする行為  
(ii) an action through which a person seeks to make an acquisition for value in order to form and perform on a contract to supply a movable or negotiable instrument of value acquired from another person;
- 三 取引所においてする取引  
(iii) a transaction conducted on an exchange;
- 四 手形その他の商業証券に関する行為  
(iv) an action involving a bill, note, or other commercial instrument.

(営業的商行為)

(Transactions Regarded as Commercial Transactions If Conducted as Business)

第五百二条 次に掲げる行為は、営業としてするときには、商行為とする。ただし、専ら賃金を得る目的で物を製造し、又は労務に従事する者の行為は、この限りでない。

Article 502 The following actions are commercial transactions only if they are taken as a part of business; provided, however, that this does not apply if the action is taken by a person that manufactures a product or engages in labor for the sole purpose of earning wages:

- 一 賃貸する意思をもってする動産若しくは不動産の有償取得若しくは賃借又はその取得し若しくは賃借したものの賃貸を目的とする行為  
(i) an action through which a person seeks to acquire for value or rent from another person a movable or real property from whose rental to another person the person wishes to profit, or an action through which a person seeks to rent to another person property so acquired or rented;
- 二 他人のためにする製造又は加工に関する行為  
(ii) an action relating to manufacturing or processing undertaken for another person's benefit;
- 三 電気又はガスの供給に関する行為  
(iii) an action relating to the supplying of electricity or gas;
- 四 運送に関する行為  
(iv) an action relating to transportation;
- 五 作業又は労務の請負

(v) undertaking a contract for work or labor;

六 出版、印刷又は撮影に関する行為

(vi) an action relating to publishing, printing, photography, or filming;

七 客の来集を目的とする場屋における取引

(vii) a transaction at an establishment at which it is intended for customers to gather;

八 両替その他の銀行取引

(viii) exchanging money or making another banking transaction;

九 保険

(ix) providing insurance;

十 寄託の引受け

(x) undertaking a deposit;

十一 仲立ち又は取次ぎに関する行為

(xi) an action relating to brokerage or intermediation;

十二 商行為の代理の引受け

(xii) undertaking the role of agent for a commercial transaction;

十三 信託の引受け

(xiii) undertaking a trust.

(附属的商行為)

(Auxiliary Commercial Transactions)

第五百三条 商人がその営業のためにする行為は、商行為とする。

Article 503 (1) An action taken by a Merchant for the benefit of its business is a commercial transaction.

2 商人の行為は、その営業のためにするものと推定する。

(2) The actions of a Merchant are presumed to be done for the benefit of its business.

(商行為の代理)

(Agency for Commercial Transactions)

第五百四条 商行為の代理人が本人のためにすることを示さないでこれをした場合であっても、その行為は、本人に対してその効力を生ずる。ただし、相手方が、代理人が本人のためにすることを知らなかったときは、代理人に対して履行の請求をすることを妨げない。

Article 504 Even if the agent for a commercial transaction conducts the transaction without representing that it is doing so on behalf of the principal, the actions of the agent are binding on the principal; provided, however, that if the other party does not know that the agent is conducting the transaction on behalf of the principal, these provisions do not preclude the other party from demanding that the agent perform on the transaction.

(商行為の委任)

(Entrustment of Commercial Transactions)

第五百五条 商行為の受任者は、委任の本旨に反しない範囲内において、委任を受けていない行為をすることができる。

Article 505 A person entrusted with a commercial transaction may take actions that the person is not entrusted with taking, to the extent that this does not conflict with the main purpose of the entrustment.

(商行為の委任による代理権の消滅事由の特例)

(Special Provisions on Reasons for Expiration of Authority to Represent Based on Entrustment with Commercial Transactions)

第五百六条 商行為の委任による代理権は、本人の死亡によっては、消滅しない。

Article 506 A person's authority to represent a principal based on the person's entrustment with a commercial transaction does not terminate upon the death of the principal.

(対話者間における契約の申込み)

(Offers to Contract between Merchants in Direct Communication)

第五百七条 商人である対話者の間において契約の申込みを受けた者が直ちに承諾をしなかったときは、その申込みは、その効力を失う。

Article 507 If Merchants are in direct communication with each other and the party receiving an offer to contract does not immediately accept it, the offer ceases to be valid.

(隔地者間における契約の申込み)

(Offers to Contract between Merchants at Distance)

第五百八条 商人である隔地者の間において承諾の期間を定めずに契約の申込みを受けた者が相当の期間内に承諾の通知を発しなかったときは、その申込みは、その効力を失う。

Article 508 (1) If Merchants are at a distance from each other and the party receiving an offer to contract not specifying a period for acceptance does not issue notice of its acceptance within a reasonable period of time, the offer ceases to be valid.

2 民法第五百二十三条の規定は、前項の場合について準用する。

(2) The provisions of Article 523 of the Civil Code apply mutatis mutandis to a case as referred to in the preceding paragraph.

(契約の申込みを受けた者の諾否通知義務)

(Duty of Party Receiving Offer to Contract to Give Notice of Acceptance or Refusal)

第五百九条 商人が平常取引をする者からその営業の部類に属する契約の申込みを受け

たときは、遅滞なく、契約の申込みに対する諾否の通知を発しなければならない。

Article 509 (1) Having received an offer to contract that is in its line of business from a person with which it has regular dealings, a Merchant must issue notice of its acceptance or refusal of the offer to contract without delay.

2 商人が前項の通知を発することを怠ったときは、その商人は、同項の契約の申込みを承諾したものとみなす。

(2) If a Merchant neglects to issue a notice as referred to in the preceding paragraph, it is deemed to have accepted the offer to contract referred to in that paragraph.

(契約の申込みを受けた者の物品保管義務)

(Duty of the Party Receiving Offer to Contract to Take Custody of Goods)

第五百十条 商人がその営業の部類に属する契約の申込みを受けた場合において、その申込みとともに受け取った物品があるときは、その申込みを拒絶したときであっても、申込者の費用をもってその物品を保管しなければならない。ただし、その物品の価額がその費用を償うのに足りないとき、又は商人がその保管によって損害を受けるときは、この限りでない。

Article 510 If, along with the offer that a Merchant receives for a contract that is in its line of business, the Merchant also receives goods, it must store those goods at the expense of the offeror, even if it refuses the offer; provided, however, that this does not apply if the value of the goods is insufficient to compensate for the costs of the storage, or if the Merchant will suffer damage from the storage.

(多数当事者間の債務の連帯)

(Joint and Several Liability for Obligations among Multiple Parties)

第五百十一条 数人の者がその一人又は全員のために商行為となる行為によって債務を負担したときは、その債務は、各自が連帯して負担する。

Article 511 (1) When two or more persons assume an obligation by way of an action that constitutes a commercial transaction for any one or all of them, they assume that obligation jointly and severally.

2 保証人がある場合において、債務が主たる債務者の商行為によって生じたものであるとき、又は保証が商行為であるときは、主たる債務者及び保証人が各別の行為によって債務を負担したときであっても、その債務は、各自が連帯して負担する。

(2) If there is a guarantor and an obligation arises from a commercial transaction by the principal obligor or the guarantee constitutes a commercial transaction, the principal obligor and the guarantor assume the obligation jointly and severally, even if they have assumed the obligation by way of separate actions.

(報酬請求権)

(Claim to Remuneration)

第五百十二条 商人がその営業の範囲内において他人のために行為をしたときは、相当な報酬を請求することができる。

Article 512 When a Merchant takes an action for another person that is within the scope of the Merchant's business, it may claim a reasonable remuneration.

(利息請求権)

(Claim to Interest)

第五百十三条 商人間において金銭の消費貸借をしたときは、貸主は、法定利息（次条の法定利率による利息をいう。以下同じ。）を請求することができる。

Article 513 (1) If money is lent between Merchants, the lender may claim statutory interest (meaning interest at a statutory interest rate as set forth in the following Article; the same applies hereinafter).

2 商人がその営業の範囲内において他人のために金銭の立替えをしたときは、その立替えの日以後の法定利息を請求することができる。

(2) If a Merchant pays money on behalf of another person within the scope of the Merchant's business, the Merchant may claim statutory interest for the period beginning on the date of the payment.

(商事法定利率)

(Statutory Interest Rate for Commercial Matters)

第五百十四条 商行為によって生じた債務に関しては、法定利率は、年六分とする。

Article 514 The statutory interest rate applicable to obligations arising from commercial transactions is six percent per annum.

(契約による質物の処分の禁止の適用除外)

(Exclusion from Application of Prohibition on Use or Disposal of Thing Pledged by Contract)

第五百十五条 民法第三百四十九条の規定は、商行為によって生じた債権を担保するために設定した質権については、適用しない。

Article 515 The provisions of Article 349 of the Civil Code do not apply to a pledge created to secure an obligation arising from a commercial transaction.

(債務の履行の場所)

(Place for Performance of Obligations)

第五百十六条 商行為によって生じた債務の履行をすべき場所がその行為の性質又は当事者の意思表示によって定まらないときは、特定物の引渡しはその行為の時にその物が存在した場所において、その他の債務の履行は債権者の現在の営業所（営業所がない場合にあつては、その住所）において、それぞれしなければならない。

Article 516 (1) If the place where an obligation arising from a commercial transaction is to be performed cannot be specified owing to the nature of the transaction or the manifestation of the intentions of the parties, the delivery of

a specific thing must be effected at the place where the thing is at the time of the transaction, and any other obligation must be performed at the current place of business of the obligee (or at the domicile thereof, if the obligee has no place of business).

2 指図債権及び無記名債権の弁済は、債務者の現在の営業所（営業所がない場合にあつては、その住所）においてしなければならない。

(2) Debt instruments payable to order and debt instruments payable to bearer must be paid at the current place of business of the obligor (or at the domicile thereof, if the obligor has no place of business).

(指図債権等の証券の提示と履行遅滞)

(Presentation of Debt Instruments Payable to Order and Delay in Performance of Obligations)

第五百十七条 指図債権又は無記名債権の債務者は、その債務の履行について期限の定めがあるときであっても、その期限が到来した後に所持人がその証券を提示してその履行の請求をした時から遅滞の責任を負う。

Article 517 The obligor of a debt instrument payable to order or to bearer is responsible for any delay after the time that the debt becomes due and the bearer demands performance on the obligation by presenting the instrument of the debt, even if a term has been set for performance on the obligation.

(有価証券喪失の場合の権利行使方法)

(Manner of Exercising One's Rights in Event of Loss of Negotiable Instruments of Value)

第五百十八条 金銭その他の物又は有価証券の給付を目的とする有価証券の所持人がその有価証券を喪失した場合において、非訟事件手続法（平成二十三年法律第五十一号）第百十四条に規定する公示催告の申立てをしたときは、その債務者に、その債務の目的物を供託させ、又は相当の担保を供してその有価証券の趣旨に従い履行をさせることができる。

Article 518 If the holder of a negotiable instrument of value whose purpose is to allow the delivery of money or any other such thing or to allow the delivery of a negotiable instrument of value loses the negotiable instrument of value and files a petition for public notification as prescribed in Article 114 of the Non-Contentious Cases Procedure Act (Act No. 51 of 2011), the holder may have the obligor of the negotiable instrument deposit the subject matter of the obligation, or may provide reasonable collateral and have the obligor perform the obligation in line with the intent of the negotiable instrument.

(有価証券の譲渡方法及び善意取得)

(Manner of Negotiating Negotiable Instruments of Value; Bona Fide Acquisition)

第五百十九条 金銭その他の物又は有価証券の給付を目的とする有価証券の譲渡については、当該有価証券の性質に応じ、手形法（昭和七年法律第二十号）第十二条、第十三条及び第十四条第二項又は小切手法（昭和八年法律第五十七号）第五条第二項及び第十九条の規定を準用する。

Article 519 (1) The provisions of Article 12, Article 13, and Article 14, paragraph (2) of the Bills and Notes Act (Act No. 20 of 1932) or the provisions of Article 5, paragraph (2) and Article 19 of the Checks Act (Act No. 57 of 1933) apply mutatis mutandis to the negotiation of a negotiable instrument of value whose purpose is to allow the delivery of money or any other such thing or to allow the delivery of a negotiable instrument of value, depending on the nature of the negotiable instrument of value.

2 金銭その他の物又は有価証券の給付を目的とする有価証券の取得については、小切手法第二十一条の規定を準用する。

(2) The provisions of Article 21 of the Checks Act apply mutatis mutandis to the acquisition of a negotiable instrument of value whose purpose is to allow the delivery of money or any other such thing or to allow the delivery of a negotiable instrument of value.

（取引時間）

(Trading Hours)

第五百二十条 法令又は慣習により商人の取引時間の定めがあるときは、その取引時間内に限り、債務の履行をし、又はその履行の請求をすることができる。

Article 520 If trading hours for Merchants are fixed by laws and regulations or custom, obligations may be performed and performance of obligations may be demanded only during those trading hours.

（商人間の留置権）

(Right of Retention between Merchants)

第五百二十一条 商人間においてその双方のために商行為となる行為によって生じた債権が弁済期にあるときは、債権者は、その債権の弁済を受けるまで、その債務者との間における商行為によって自己の占有に属した債務者の所有する物又は有価証券を留置することができる。ただし、当事者の別段の意思表示があるときは、この限りでない。

Article 521 If performance is due on a claim arising between Merchants from an action that constitutes a commercial transaction for both parties, the obligee may retain an object or negotiable instrument of value belonging to the obligor that the obligee has gained possession of in the commercial transaction with the obligor, until the claim is satisfied; provided, however, that this does not apply if the parties have manifested a different intention.

（商事消滅時効）

(Extinctive Prescription in Commercial Matters)

第五百二十二条 商行為によって生じた債権は、この法律に別段の定めがある場合を除き、五年間行使しないときは、時効によって消滅する。ただし、他の法令に五年間より短い時効期間の定めがあるときは、その定めるところによる。

Article 522 Unless otherwise provided for in this Code, a claim arising from a commercial transaction is extinguished by prescription if not exercised for five years; provided, however, that if a period of prescription shorter than five years is provided for in other laws and regulations, those provisions prevail.

第五百二十三条 削除

Article 523 Deleted

第二章 売買

Chapter II Sales Transactions

(売主による目的物の供託及び競売)

(Depositing and Auctioning Off of Object of Sale by Seller)

第五百二十四条 商人間の売買において、買主がその目的物の受領を拒み、又はこれを受領することができないときは、売主は、その物を供託し、又は相当の期間を定めて催告をした後に競売に付することができる。この場合において、売主がその物を供託し、又は競売に付したときは、遅滞なく、買主に対してその旨の通知を発しなければならない。

Article 524 (1) If, in a sales transaction between Merchants, the buyer refuses to receive or is unable to receive the object of the sale, the seller may deposit the object or put it up for auction after demanding that the buyer receive the object within a reasonable period of time. In such a case, once the seller deposits the object or puts it up for auction, the seller must issue notice of this to the buyer without delay.

2 損傷その他の事由による価格の低落のおそれがある物は、前項の催告をしないで競売に付することができる。

(2) If the price of an object is likely to decline for reasons such as damage, the seller may put it up for auction without making the demand referred to in the preceding paragraph.

3 前二項の規定により売買の目的物を競売に付したときは、売主は、その代価を供託しなければならない。ただし、その代価の全部又は一部を代金に充当することを妨げない。

(3) If a seller puts the object of a sales transaction up for auction pursuant to the provisions of the preceding two paragraphs, the seller must deposit the proceeds of the auction; provided, however, that this does not preclude the seller from appropriating all or part of the proceeds to cover the purchase price.



(定期売買の履行遅滞による解除)

**(Cancellation Due to Delay in Performance in Sales Transaction If Time Is of the Essence)**

第五百二十五条 商人間の売買において、売買の性質又は当事者の意思表示により、特定の日時又は一定の期間内に履行をしなければ契約をした目的を達することができない場合において、当事者の一方が履行をしないでその時期を経過したときは、相手方は、直ちにその履行の請求をした場合を除き、契約の解除をしたものとみなす。

**Article 525** In a sales transaction between Merchants in which, due to the nature of the sale or the manifestation of intention of the parties, the purpose of the contract cannot be achieved unless the obligation is performed at a specified date and time or within a fixed period of time, if one of the parties fails to perform the obligation before the date and time or period passes, the other party is deemed to cancel the contract unless it immediately demands that the non-performing party perform the obligation.

(買主による目的物の検査及び通知)

**(Inspection of Property by Buyer; Notice of Defects)**

第五百二十六条 商人間の売買において、買主は、その売買の目的物を受領したときは、遅滞なく、その物を検査しなければならない。

**Article 526 (1)** In a sales transaction between Merchants, upon receiving the object of the sales transaction the buyer must inspect it without delay.

2 前項に規定する場合において、買主は、同項の規定による検査により売買の目的物に瑕疵があること又はその数量に不足があることを発見したときは、直ちに売主に対してその旨の通知を発しなれば、その瑕疵又は数量の不足を理由として契約の解除又は代金減額若しくは損害賠償の請求をすることができない。売買の目的物に直ちに発見することのできない瑕疵がある場合において、買主が六箇月以内にその瑕疵を発見したときも、同様とする。

**(2)** In a case prescribed in the preceding paragraph, if the buyer, as a result of the inspection under the provisions of that paragraph, discovers a defect or shortfall in the quantity of the object of the sales transaction, it may not cancel the contract nor demand a reduction of the purchase price or compensation on the grounds of that defect or shortfall unless it immediately issues notice of the defect or shortfall to the seller. The same applies if the object of a sales transaction has a defect that is not immediately obvious which the buyer discovers within six months.

3 前項の規定は、売主がその瑕疵又は数量の不足につき悪意であった場合には、適用しない。

**(3)** The provisions of the preceding paragraph do not apply if the seller had knowledge of the defect or the shortfall.

(買主による目的物の保管及び供託)

(Storage and Depositing of Object of Sale by Buyer)

第五百二十七条 前条第一項に規定する場合には、買主は、契約の解除をしたときであっても、売主の費用をもって売買の目的物を保管し、又は供託しなければならない。ただし、その物について滅失又は損傷のおそれがあるときは、裁判所の許可を得てその物を競売に付し、かつ、その代価を保管し、又は供託しなければならない。

Article 527 (1) In a case prescribed in paragraph (1) of the preceding Article, the buyer must store or deposit the object of the sales transaction at the expense of the seller, even if the buyer cancels the contract; provided, however, that if the object is likely to be lost or damaged, the buyer must put it up for auction with the permission of the court and store or deposit the proceeds from the auction.

2 前項ただし書の許可に係る事件は、同項の売買の目的物の所在地を管轄する地方裁判所が管轄する。

(2) A case in which a person seeks the permission referred to in the proviso to the preceding paragraph is subject to the jurisdiction of the district court having jurisdiction over the locality of the object of the sales transaction referred to in that paragraph.

3 第一項の規定により買主が売買の目的物を競売に付したときは、遅滞なく、売主に対してその旨の通知を発しなければならない。

(3) Once the buyer puts the object of a sales transaction up for auction pursuant to the provisions of paragraph (1), it must issue notice of this to the seller without delay.

4 前三項の規定は、売主及び買主の営業所（営業所がない場合にあつては、その住所）が同一の市町村の区域内にある場合には、適用しない。

(4) The provisions of the preceding three paragraphs do not apply if the seller's and buyer's places of business (or their domiciles, if they do not have places of business) are located within the limits of the same municipality.

第五百二十八条 前条の規定は、売主から買主に引き渡した物品が注文した物品と異なる場合における当該売主から買主に引き渡した物品及び売主から買主に引き渡した物品の数量が注文した数量を超過した場合における当該超過した部分の数量の物品について準用する。

Article 528 The provisions of the preceding Article apply to goods delivered by the seller to the buyer which are different from the goods ordered, and also applies to any part of the goods delivered by the seller to the buyer which exceeds the quantity of goods ordered.

### 第三章 交互計算

#### Chapter III Open Accounts

(交互計算)

(Open Accounts)

第五百二十九条 交互計算は、商人間又は商人と商人でない者との間で平常取引をする場合において、一定の期間内の取引から生ずる債権及び債務の総額について相殺をし、その残額の支払をすることを約することによって、その効力を生ずる。

Article 529 An open account becomes effective if Merchants, or a Merchant and a person that is not a Merchant, have regular dealings and they agree to set off the total amounts of claims and obligations arising from their dealings during a fixed period of time and to pay the balance.

(商業証券に係る債権債務に関する特則)

(Special Provisions on Claims and Obligations Arising from Commercial Instruments)

第五百三十条 手形その他の商業証券から生じた債権及び債務を交互計算に組み入れた場合において、その商業証券の債務者が弁済をしないときは、当事者は、その債務に関する項目を交互計算から除外することができる。

Article 530 If claims and obligations arising from bills and notes and other commercial instruments are included in an open account, and the obligor of a commercial instrument does not perform on its obligation, the parties may exclude the item relating to that obligation from the open account.

(交互計算の期間)

(Open Account Terms)

第五百三十一条 当事者が相殺をすべき期間を定めなかったときは、その期間は、六箇月とする。

Article 531 If the parties do not specify a term during which a set-off must be made, the term is six months.

(交互計算の承認)

(Acknowledgment of Open Accounts)

第五百三十二条 当事者は、債権及び債務の各項目を記載した計算書の承認をしたときは、当該各項目について異議を述べることができない。ただし、当該計算書の記載に錯誤又は脱漏があったときは、この限りでない。

Article 532 Once a party acknowledges an account statement showing each of the items under claims and obligations, it may not object to those items; provided, however, that this does not apply if an entry in the account statement contained a mistake or omission.

(残額についての利息請求権等)

(Claim to Interest on Balances)

第五百三十三条 相殺によって生じた残額については、債権者は、計算の閉鎖の日以後の法定利息を請求することができる。

Article 533 (1) An obligee may claim statutory interest on the balance after set-

off beginning on the date of the closing of the account.

2 前項の規定は、当該相殺に係る債権及び債務の各項目を交互計算に組み入れた日からこれに利息を付することを妨げない。

(2) The provisions of the preceding paragraph do not preclude the accrual of interest from the day on which each of the items under the claims and obligations subject to the set-off were included in the open account.

(交互計算の解除)

(Cancellation of Open Accounts)

第五百三十四条 各当事者は、いつでも交互計算の解除をすることができる。この場合において、交互計算の解除をしたときは、直ちに、計算を閉鎖して、残額の支払を請求することができる。

Article 534 Either of the parties to an open account may cancel the account at any time. In such a case, the party canceling the open account may immediately close the account and demand payment of the balance.

#### 第四章 匿名組合

#### Chapter IV Silent Partnerships

(匿名組合契約)

(Silent Partnership Agreements)

第五百三十五条 匿名組合契約は、当事者の一方が相手方の営業のために出資をし、その営業から生ずる利益を分配することを約することによって、その効力を生ずる。

Article 535 A silent partnership agreement becomes effective when the first party to the agreement promises to make a contribution to the second party's business, and the second party promises to distribute profits arising from its business to the first party.

(匿名組合員の出資及び権利義務)

(Contributions by Silent Partners and Rights and Obligations Thereof)

第五百三十六条 匿名組合員の出資は、営業者の財産に属する。

Article 536 (1) A silent partner's contribution is part of the property of the proprietor.

2 匿名組合員は、金銭その他の財産のみをその出資の目的とすることができる。

(2) A silent partner may only make money and other assets the subject matter of the contribution.

3 匿名組合員は、営業者の業務を執行し、又は営業者を代表することができない。

(3) A silent partner may not be engaged in executive management of the proprietor's business nor represent the proprietor.

4 匿名組合員は、営業者の行為について、第三者に対して権利及び義務を有しない。

(4) A silent partner holds no rights against or obligations towards a third party

in connection with the actions of the proprietor.

(自己の氏名等の使用を許諾した匿名組合員の責任)

**(Liability of Silent Partners Permitting Use of Their Own Names)**

第五百三十七条 匿名組合員は、自己の氏若しくは氏名を営業者の商号中に用いること又は自己の商号を営業者の商号として使用することを許諾したときは、その使用以後に生じた債務については、営業者と連帯してこれを弁済する責任を負う。

**Article 537** If a silent partner permits the use of the partner's own surname or full name in the trade name of the proprietor or permits the use of its own trade name in the trade name of the proprietor, the partner is liable, jointly and severally with the proprietor, for any obligations arising once the name is in use.

(利益の配当の制限)

**(Restriction on Dividends of Profits)**

第五百三十八条 出資が損失によって減少したときは、その損失をてん補した後でなければ、匿名組合員は、利益の配当を請求することができない。

**Article 538** If a contribution decreases due to a loss, a silent partner may not claim a dividend of profits until after compensating for the loss.

(貸借対照表の閲覧等並びに業務及び財産状況に関する検査)

**(Inspecting Balance Sheets; Checking on State of Business and Assets)**

第五百三十九条 匿名組合員は、営業年度の終了時において、営業者の営業時間内に、次に掲げる請求をし、又は営業者の業務及び財産の状況を検査することができる。

**Article 539 (1)** At the end of the business year, during the business hours of the proprietor, a silent partner may make the following requests and check on the state of the proprietor's business and assets:

一 営業者の貸借対照表が書面をもって作成されているときは、当該書面の閲覧又は謄写の請求

(i) if the proprietor's balance sheet is prepared in the form of a paper document, a request to inspect or copy that document;

二 営業者の貸借対照表が電磁的記録（電子的方式、磁気的方式その他人の知覚によっては認識することができない方式で作られる記録であつて、電子計算機による情報処理の用に供されるもので法務省令で定めるものをいう。）をもって作成されているときは、当該電磁的記録に記録された事項を法務省令で定める方法により表示したものの閲覧又は謄写の請求

(ii) if the proprietor's balance sheet is prepared in the form of an electronic or magnetic record (meaning a record used in computerized data processing as provided for by Ordinance of the Ministry of Justice, which is created in electronic form, magnetic form, or any other form that cannot be perceived by the human senses), a request to inspect or copy something that has been

made to show the information recorded in the electronic or magnetic record, in the manner that Ordinance of the Ministry of Justice prescribes.

2 匿名組合員は、重要な事由があるときは、いつでも、裁判所の許可を得て、営業者の業務及び財産の状況を検査することができる。

(2) If there are material grounds for a silent partner to do so, the partner may check on the state of the business and assets of the proprietor at any time, with the permission of the court.

3 前項の許可に係る事件は、営業者の営業所の所在地（営業所がない場合にあっては、営業者の住所地）を管轄する地方裁判所が管轄する。

(3) A case in which a person seeks the permission referred to in the preceding paragraph is subject to the jurisdiction of the district court having jurisdiction over the locality of the proprietor's place of business (or its domicile, if it has no place of business).

（匿名組合契約の解除）

(Cancellation of Silent Partnership Agreements)

第五百四十条 匿名組合契約で匿名組合の存続期間を定めなかったとき、又はある当事者の終身の間匿名組合が存続すべきことを定めたときは、各当事者は、営業年度の終了時において、契約の解除をすることができる。ただし、六箇月前にその予告をしなければならない。

Article 540 (1) If a silent partnership agreement does not specify the duration of the silent partnership or if it provides that the silent partnership is to continue to exist for the life of either party, either party may cancel the agreement at the end of the business year; provided, however, that the party canceling the agreement must give six months' advance notice.

2 匿名組合の存続期間を定めたか否かにかかわらず、やむを得ない事由があるときは、各当事者は、いつでも匿名組合契約の解除をすることができる。

(2) Regardless of whether or not the duration of a silent partnership is specified, either party may cancel the silent partnership agreement at any time, if there is a compelling reason to do so.

（匿名組合契約の終了事由）

(Grounds for Termination of Silent Partnership Agreements)

第五百四十一条 前条の場合のほか、匿名組合契約は、次に掲げる事由によって終了する。

Article 541 Other than in cases as referred to in the preceding Article, a silent partnership agreement is terminated on the following grounds:

一 匿名組合の目的である事業の成功又はその成功の不能

(i) the successful completion of the business that is the objective of the silent partnership, or the impossibility of its successful completion;

二 営業者の死亡又は営業者が後見開始の審判を受けたこと。

(ii) the death of the proprietor or the proprietor's becoming subject to a ruling for the commencement of guardianship;

三 営業者又は匿名組合員が破産手続開始の決定を受けたこと。

(iii) the proprietor's or silent partner's becoming subject to an order commencing bankruptcy proceedings.

(匿名組合契約の終了に伴う出資の価額の返還)

(Return of Value of Contribution upon Termination of Silent Partnership Agreement)

第五百四十二条 匿名組合契約が終了したときは、営業者は、匿名組合員にその出資の価額を返還しなければならない。ただし、出資が損失によって減少したときは、その残額を返還すれば足りる。

Article 542 When a silent partnership agreement is terminated, the proprietor must return the value of the contribution to the silent partner; provided, however, that if the contribution has decreased due to a loss, it is sufficient for the proprietor to return the remaining value.

## 第五章 仲立営業

### Chapter V Brokerage Business

第五百四十三条 仲立人トハ他人間ノ商行為ノ媒介ヲ為スヲ業トスル者ヲ謂フ

Article 543 The term "Broker" means a person in the business of acting as an intermediary for commercial transactions between other persons.

第五百四十四条 仲立人ハ其媒介シタル行為ニ付キ当事者ノ為メニ支払其他ノ給付ヲ受クルコトヲ得ス但別段ノ意思表示又ハ慣習アルトキハ此限ニ在ラス

Article 544 A Broker may not receive payment or any other performance on behalf of the parties for an action that the Broker undertakes as an intermediary; provided, however, that this does not apply if a party manifests a different intention or if custom dictates otherwise.

第五百四十五条 仲立人カ其媒介スル行為ニ付キ見本ヲ受取りタルトキハ其行為カ完了スルマテ之ヲ保管スルコトヲ要ス

Article 545 If a Broker receives a sample in connection with an action that the Broker undertakes as an intermediary, the Broker must retain the sample until the action is completed.

第五百四十六条 当事者間ニ於テ行為カ成立シタルトキハ仲立人ハ遅滞ナク各当事者ノ氏名又ハ商号、行為ノ年月日及ヒ其要領ヲ記載シタル書面ヲ作り署名ノ後之ヲ各当事者ニ交付スルコトヲ要ス

Article 546 (1) Once an action is formed and effected between the parties, the

Broker, without delay, must prepare documents giving the name or trade name of each party, the date, and an outline of the action, and deliver those documents to the parties after signing them.

2 当事者カ直チニ履行ヲ為スヘキ場合ヲ除ク外仲立人ハ各当事者ヲシテ前項ノ書面ニ署名セシメタル後之ヲ其相手方ニ交付スルコトヲ要ス

(2) Unless the parties are required to perform on their obligations immediately, the Broker must have each party sign one of the documents referred to in the preceding paragraph and deliver the signed copy of the document to the other party.

3 前二項ノ場合ニ於テ当事者ノ一方カ書面ヲ受領セス又ハ之ニ署名セサルトキハ仲立人ハ遅滞ナク相手方ニ対シテ其通知ヲ発スルコトヲ要ス

(3) In a case referred to in the preceding two paragraphs, if one of the parties will not receive or sign the document, the Broker must issue notice of this to the other party without delay.

第五百四十七条 仲立人ハ其帳簿ニ前条第一項ニ掲ケタル事項ヲ記載スルコトヲ要ス

Article 547 (1) A Broker must enter the information set forth in paragraph (1) of the preceding Article in its books.

2 当事者ハ何時ニテモ仲立人カ自己ノ為メニ媒介シタル行為ニ付キ其帳簿ノ謄本ノ交付ヲ請求スルコトヲ得

(2) A party may request a Broker to deliver a certified copy of the Broker's books regarding an action that the Broker has undertaken on the party's behalf.

第五百四十八条 当事者カ其氏名又ハ商号ヲ相手方ニ示ササルヘキ旨ヲ仲立人ニ命シタルトキハ仲立人ハ第五百四十六条第一項ノ書面及ヒ前条第二項ノ謄本ニ其氏名又ハ商号ヲ記載スルコトヲ得ス

Article 548 If a party orders a Broker not to disclose its name or trade name to the other party, the Broker may not give that party's name or trade name in the document referred to in Article 546, paragraph (1) or in the certified copy referred to in paragraph (2) of the preceding Article.

第五百四十九条 仲立人カ当事者ノ一方ノ氏名又ハ商号ヲ其相手方ニ示ササリシトキハ之ニ対シテ自ラ履行ヲ為ス責ニ任ス

Article 549 If a Broker does not disclose a party's name or trade name to the other party, the Broker is personally liable to the other party for performance.

第五百五十条 仲立人ハ第五百四十六条ノ手続ヲ終ハリタル後ニ非サレハ報酬ヲ請求スルコトヲ得ス

Article 550 (1) A Broker may not claim remuneration until completing the process referred to in Article 546.

2 仲立人ノ報酬ハ当事者双方平分シテ之ヲ負担ス



(2) A Broker's remuneration is borne equally by the parties.

## 第六章 問屋営業

### Chapter VI Business of Commission Merchants

第五百五十一条 問屋トハ自己ノ名ヲ以テ他人ノ為メニ物品ノ販売又ハ買入ヲ為スヲ業トスル者ヲ謂フ

Article 551 The term "Commission Merchant" means a person in the business of selling or purchasing goods in its own name on behalf of another person.

第五百五十二条 問屋ハ他人ノ為メニ為シタル販売又ハ買入ニ因リ相手方ニ対シテ自ラ権利ヲ得義務ヲ負フ

Article 552 (1) A Commission Merchant acquires rights against and bears obligations toward the other party by reason of a sale or purchase that the Commission Merchant undertakes on behalf of another person.

2 問屋ト委託者トノ間ニ於テハ本章ノ規定ノ外委任及ヒ代理ニ関スル規定ヲ準用ス  
(2) In addition to the provisions of this Chapter, the provisions on mandates and agency apply mutatis mutandis between a Commission Merchant and the consignor.

第五百五十三条 問屋ハ委託者ノ為メニ為シタル販売又ハ買入ニ付キ相手方カ其債務ヲ履行セサル場合ニ於テ自ラ其履行ヲ為ス責ニ任ス但別段ノ意思表示又ハ慣習アルトキハ此限ニ在ラス

Article 553 A Commission Merchant is personally liable for performance if the other party fails to perform an obligation in a sale or purchase that the Merchant has made on a consignor's behalf; provided, however, that this does not apply if the consignor manifests a different intention or custom dictates otherwise.

第五百五十四条 問屋カ委託者ノ指定シタル金額ヨリ廉価ニテ販売ヲ為シ又ハ高価ニテ買入ヲ為シタル場合ニ於テ自ラ其差額ヲ負担スルトキハ其販売又ハ買入ハ委託者ニ対シテ其効カヲ生ス

Article 554 If a Commission Merchant sells goods at a price lower than that designated by the consignor or purchases goods at a price higher than that designated by the consignor but the Merchant personally assumes the difference, the sale or purchase is valid for the consignor.

第五百五十五条 問屋カ取引所ノ相場アル物品ノ販売又ハ買入ノ委託ヲ受ケタルトキハ自ラ買主又ハ売主ト為ルコトヲ得此場合ニ於テハ売買ノ代価ハ問屋カ買主又ハ売主ト為リタルコトノ通知ヲ発シタル時ニ於ケル取引所ノ相場ニ依リテ之ヲ定ム

Article 555 (1) When a Commission Merchant is entrusted to sell or purchase

goods with quotations on an exchange, the Merchant may personally stand as the purchaser or seller. In such a case, the sale or purchase price is determined by the quotations on the exchange at the time the Commission Merchant issues notice that it will stand as the purchaser or seller.

2 前項ノ場合ニ於テモ問屋ハ委託者ニ対シテ報酬ヲ請求スルコトヲ得

(2) In the case referred to in the preceding paragraph, the Commission Merchant may claim remuneration from the consignor.

第五百五十六条 問屋カ買入ノ委託ヲ受ケタル場合ニ於テ委託者カ買入レタル物品ヲ受取ルコトヲ拒ミ又ハ之ヲ受取ルコト能ハサルトキハ第五百二十四条ノ規定ヲ準用ス

Article 556 The provisions of Article 524 apply mutatis mutandis if a Commission Merchant is entrusted with the purchase of goods but the consignor refuses to receive or is unable to receive the goods purchased.

第五百五十七条 第二十七条及ビ第三十一条ノ規定ハ問屋ニ之ヲ準用ス

Article 557 The provisions of Article 27 and Article 31 apply mutatis mutandis to Commission Merchants.

第五百五十八条 本章ノ規定ハ自己ノ名ヲ以テ他人ノ為メニ販売又ハ買入ニ非サル行為ヲ為スヲ業トスル者ニ之ヲ準用ス

Article 558 The provisions of this Chapter apply mutatis mutandis to a person in the business of undertaking actions other than selling or purchasing goods in the its own name on behalf of another person.

## 第七章 運送取扱営業

### Chapter VII Freight Forwarding Business

第五百五十九条 運送取扱人トハ自己ノ名ヲ以テ物品運送ノ取次ヲ為スヲ業トスル者ヲ謂フ

Article 559 (1) The term "Freight Forwarder" means a person in the business of brokering the transportation of goods in its own name.

2 運送取扱人ニハ本章ニ別段ノ定アル場合ヲ除ク外問屋ニ関スル規定ヲ準用ス

(2) Unless otherwise provided in this Chapter, the provisions on Commission Merchants apply mutatis mutandis to Freight Forwarders.

第五百六十条 運送取扱人ハ自己又ハ其使用人カ運送品ノ受取、引渡、保管、運送人又ハ他ノ運送取扱人ノ選択其他運送ニ関スル注意ヲ怠ラサリシコトヲ証明スルニ非サレハ運送品ノ滅失、毀損又ハ延著ニ付キ損害賠償ノ責ヲ免ルルコトヲ得ス

Article 560 A Freight Forwarder may not be released from the liability to compensate for damage, loss, or delay of goods unless it proves that neither it nor its employees neglected to exercise due care in receiving, delivering, or

storing the goods, choosing a Carrier or another Freight Forwarder, or acting in other respects with regard to the transportation.

第五百六十一条 運送取扱人カ運送品ヲ運送人ニ引渡シタルトキハ直チニ其報酬ヲ請求スルコトヲ得

Article 561 (1) A Freight Forwarder may claim remuneration immediately upon delivery of the goods to a Carrier.

2 運送取扱契約ヲ以テ運送賃ノ額ヲ定メタルトキハ運送取扱人ハ特約アルニ非サレハ別ニ報酬ヲ請求スルコトヲ得ス

(2) If the amount of freight charges is specified in the freight forwarding contract, the Freight Forwarder may not claim additional remuneration unless there are special provisions to the contrary.

第五百六十二条 運送取扱人ハ運送品ニ関シ受取ルヘキ報酬、運送賃其他委託者ノ為メニ為シタル立替又ハ前貸ニ付テノミ其運送品ヲ留置スルコトヲ得

Article 562 A Freight Forwarder may retain goods only against the remuneration receivable for the goods, the freight charges, payments it has made on behalf of the consignor, or advance payments it has made to the consignor.

第五百六十三条 数人相次テ運送ノ取次ヲ為ス場合ニ於テハ後者ハ前者ニ代ハリテ其權利ヲ行使スル義務ヲ負フ

Article 563 (1) If two or more persons conduct brokerage for freight forwarding in succession, the second or subsequent forwarder bears the obligation to exercise the rights of the previous forwarder in its stead.

2 前項ノ場合ニ於テ後者カ前者ニ弁済ヲ為シタルトキハ前者ノ權利ヲ取得ス

(2) In a case referred to in the preceding paragraph, the second or subsequent forwarder acquires the rights of the previous forwarder once it performs its obligations to the previous forwarder.

第五百六十四条 運送取扱人カ運送人ニ弁済ヲ為シタルトキハ運送人ノ權利ヲ取得ス

Article 564 A Freight Forwarder acquires the rights of a Carrier once it performs its obligations to the Carrier.

第五百六十五条 運送取扱人ハ特約ナキトキハ自ラ運送ヲ為スコトヲ得此場合ニ於テハ運送取扱人ハ運送人ト同一ノ權利義務ヲ有ス

Article 565 (1) A Freight Forwarder may transport goods itself if there are no special provisions to the contrary. In such a case, the Freight Forwarder has the same rights and obligations as a Carrier.

2 運送取扱人カ委託者ノ請求ニ因リテ貨物引換証ヲ作りタルトキハ自ラ運送ヲ為スモノト看做ス

(2) If a Freight Forwarder prepares an inland bill of lading at the request of the consignor, it is deemed to transport the goods itself.

第五百六十六条 運送取扱人ノ責任ハ荷受人カ運送品ヲ受取リタル日ヨリ一年ヲ経過シタルトキハ時効ニ因リテ消滅ス

Article 566 (1) The liability of a Freight Forwarder is extinguished by prescription once one year has passed since the day on which the consignee received the goods.

2 前項ノ期間ハ運送品ノ全部滅失ノ場合ニ於テハ其引渡アルヘカリシ日ヨリ之ヲ起算ス

(2) In the event of a total loss of goods, the period referred to in the preceding paragraph is counted from the day on which the goods should have been delivered.

3 前二項ノ規定ハ運送取扱人ニ悪意アリタル場合ニハ之ヲ適用セス

(3) The provisions of the preceding two paragraphs do not apply if the Freight Forwarder has knowledge of the loss or damage to the goods.

第五百六十七条 運送取扱人ノ委託者又ハ荷受人ニ対スル債権ハ一年ヲ経過シタルトキハ時効ニ因リテ消滅ス

Article 567 A claim held by a Freight Forwarder against a consignor or a consignee is extinguished by prescription once one year has passed.

第五百六十八条 第五百七十八条及ヒ第五百八十三条ノ規定ハ運送取扱営業ニ之ヲ準用ス

Article 568 The provisions of Article 578 and Article 583 apply mutatis mutandis to the freight forwarding business.

## 第八章 運送営業

### Chapter VIII Transportation Business

#### 第一節 総則

##### Section 1 General Provisions

第五百六十九条 運送人トハ陸上又ハ湖川、港湾ニ於テ物品又ハ旅客ノ運送ヲ為スヲ業トスル者ヲ謂フ

Article 569 The term "Carrier" means a person in the business of transporting goods or passengers on land, over lakes and rivers, or at ports and harbors.

#### 第二節 物品運送

##### Section 2 Freight Transportation

第五百七十条 荷送人ハ運送人ノ請求ニ因リ運送状ヲ交付スルコトヲ要ス

Article 570 (1) A consignor must issue an invoice at the request of the Carrier.

2 運送状ニハ左ノ事項ヲ記載シ荷送人之ニ署名スルコトヲ要ス

(2) An invoice must give the following information and bear the consignor's signature:

一 運送品ノ種類、重量又ハ容積及ヒ其荷造ノ種類、個数並ニ記号

(i) the type, weight, or volume of the goods, the type of packaging, the number of packages, and the marks;

二 到達地

(ii) the destination;

三 荷受人ノ氏名又ハ商号

(iii) the name or trade name of the consignee;

四 運送状ノ作成地及ヒ其作成ノ年月日

(iv) the place and date of preparation of the invoice.

第五百七十一条 運送人ハ荷送人ノ請求ニ因リ貨物引換証ヲ交付スルコトヲ要ス

Article 571 (1) A Carrier must issue an inland bill of lading at the request of the consignor.

2 貨物引換証ニハ左ノ事項ヲ記載シ運送人之ニ署名スルコトヲ要ス

(2) An inland bill of lading must give the following information and bear the Carrier's signature:

一 前条第二項第一号乃至第三号ニ掲ケタル事項

(i) the information set forth in item (i) to item (iii) of paragraph (2) of the preceding Article;

二 荷送人ノ氏名又ハ商号

(ii) the name or trade name of the consignor;

三 運送賃

(iii) the freight charges;

四 貨物引換証ノ作成地及ヒ其作成ノ年月日

(iv) the place and date of preparation of the inland bill of lading.

第五百七十二条 貨物引換証ヲ作リタルトキハ運送ニ関スル事項ハ運送人ト所持人トノ間ニ於テハ貨物引換証ノ定ムル所ニ依ル

Article 572 If an inland bill of lading is prepared, the particulars of transportation between the Carrier and the holder are governed by what is specified on the inland bill of lading.

第五百七十三条 貨物引換証ヲ作リタルトキハ運送品ニ関スル処分ハ貨物引換証ヲ以テスルニ非サレハ之ヲ為スコトヲ得ス

Article 573 If an inland bill of lading is prepared, it is not permissible to subject the goods to handling other than based on the inland bill of lading.

第五百七十四条 貨物引換証ハ其記名式ナルトキト雖モ裏書ニ依リテ之ヲ讓渡スコトヲ得但貨物引換証ニ裏書ヲ禁スル旨ヲ記載シタルトキハ此限ニ在ラス

Article 574 Even if an inland bill of lading is registered, it may be negotiated by means of endorsement; provided, however, that this does not apply if the inland bill of lading indicates that endorsement is prohibited.

第五百七十五条 貨物引換証ニ依リ運送品ヲ受取ルコトヲ得ヘキ者ニ貨物引換証ヲ引渡シタルトキハ其引渡ハ運送品ノ上ニ行使スル權利ノ取得ニ付キ運送品ノ引渡ト同一ノ効力ヲ有ス

Article 575 When an inland bill of lading is delivered to a person entitled to receive the goods pursuant to the inland bill of lading, the delivery of the inland bill of lading has the same effect as the delivery of the goods in relation to the acquisition of the rights exercisable on the goods.

第五百七十六条 運送品ノ全部又ハ一部カ不可抗力ニ因リテ滅失シタルトキハ運送人ハ其運送賃ヲ請求スルコトヲ得ス若シ運送人カ既ニ其運送賃ノ全部又ハ一部ヲ受取りタルトキハ之ヲ返還スルコトヲ要ス

Article 576 (1) If goods is totally or partially lost due to force majeure, the Carrier may not request freight charges for it. If the Carrier has already received all or part of the freight charges, it must return them.

2 運送品ノ全部又ハ一部カ其性質若クハ瑕疵又ハ荷送人ノ過失ニ因リテ滅失シタルトキハ運送人ハ運送賃ノ全額ヲ請求スルコトヲ得

(2) If goods is totally or partially lost due to the nature of the goods, a defect in the goods, or the negligence of the consignor, the Carrier may request the full amount of freight charges.

第五百七十七条 運送人ハ自己若クハ運送取扱人又ハ其使用人其他運送ノ為メ使用シタル者カ運送品ノ受取、引渡、保管及ヒ運送ニ関シ注意ヲ怠ラサリシコトヲ証明スルニ非サレハ運送品ノ滅失、毀損又ハ延著ニ付キ損害賠償ノ責ヲ免ルルコトヲ得ス

Article 577 A Carrier may not be released from the liability to compensate for damage, loss, or delay of goods unless it proves that neither it, its Freight Forwarder nor the employees thereof, nor any other person employed for transportation neglected to exercise due care in the receipt, delivery, storage, or transportation of the goods.

第五百七十八条 貨幣、有価証券其他ノ高価品ニ付テハ荷送人カ運送ヲ委託スルニ当タリ其種類及ヒ価額ヲ明告シタルニ非サレハ運送人ハ損害賠償ノ責ニ任セス

Article 578 A Carrier is not liable to compensate for damage to cash, negotiable instruments of value, or other expensive goods unless the consignor declared the type and value thereof upon entrusting the Carrier with the goods for transportation.

第五百七十九条 数人相次テ運送ヲ為ス場合ニ於テハ各運送人ハ運送品ノ滅失、毀損又ハ延著ニ付キ連帶シテ損害賠償ノ責ニ任ス

Article 579 If two or more Carriers transport goods in succession, they are jointly and severally liable to compensate for damage, loss, or delay of the goods.

第五百八十条 運送品ノ全部滅失ノ場合ニ於ケル損害賠償ノ額ハ其引渡アルヘカリシ日ニ於ケル到達地ノ価格ニ依リテ之ヲ定ム

Article 580 (1) The amount of damages in the event of the total loss of goods is determined based on the value of the goods at its destination as of the day on which it should have been delivered.

2 運送品ノ一部滅失又ハ毀損ノ場合ニ於ケル損害賠償ノ額ハ其引渡アリタル日ニ於ケル到達地ノ価格ニ依リテ之ヲ定ム但延著ノ場合ニ於テハ前項ノ規定ヲ準用ス

(2) The amount of damages in the event of a partial loss or damage to goods is determined based on the value of the goods at its destination as of the day on which it is delivered; provided, however, that the provisions of the preceding paragraph apply mutatis mutandis in the event of a delay.

3 運送品ノ滅失又ハ毀損ノ為メ支払フコトヲ要セサル運送賃其他ノ費用ハ前二項ノ賠償額ヨリ之ヲ控除ス

(3) Freight charges and other costs that are not required to be paid by reason of loss or damage to goods are deducted from the amount of damages referred to in the preceding two paragraphs.

第五百八十一条 運送品カ運送人ノ悪意又ハ重大ナル過失ニ因リテ滅失、毀損又ハ延著シタルトキハ運送人ハ一切ノ損害ヲ賠償スル責ニ任ス

Article 581 If goods are lost, damaged, or delayed due to an intentional action of the Carrier or due to gross negligence, the Carrier is liable to compensate for all damage arising therefrom.

第五百八十二条 荷送人又ハ貨物引換証ノ所持人ハ運送人ニ対シ運送ノ中止、運送品ノ返還其他ノ処分ヲ請求スルコトヲ得此場合ニ於テハ運送人ハ既ニ為シタル運送ノ割合ニ応スル運送賃、立替金及ヒ其処分ニ因リテ生シタル費用ノ弁済ヲ請求スルコトヲ得

Article 582 (1) The consignor or the holder of an inland bill of lading may request a Carrier to stop transporting or to return or otherwise handle the goods. In such a case, the Carrier may request payment of freight charges in proportion to transportation already completed, payment for monies it has paid on behalf of another person, and payment of costs arising from its other handling of the goods.

2 前項ニ定メタル荷送人ノ権利ハ運送品カ到達地ニ達シタル後荷受人カ其引渡ヲ請求シタルトキハ消滅ス

(2) The right of the consignor as prescribed in the preceding paragraph is extinguished if the consignee requests delivery of the goods after its arrival at the destination.

第五百八十三条 運送品カ到達地ニ達シタル後ハ荷受人ハ運送契約ニ因リテ生シタル荷送人ノ権利ヲ取得ス

Article 583 (1) After goods arrive at the destination, the consignee acquires the rights of a consignor arising pursuant to a transportation contract.

2 荷受人カ運送品ヲ受取リタルトキハ運送人ニ対シ運送賃其他ノ費用ヲ支払フ義務ヲ負フ

(2) Once a consignee receives goods, it bears the obligation to pay freight charges and other costs to the Carrier.

第五百八十四条 貨物引換証ヲ作りタル場合ニ於テハ之ト引換ニ非サレハ運送品ノ引渡ヲ請求スルコトヲ得ス

Article 584 If an inland bill of lading has been prepared, a person may not request delivery of the goods unless it is in exchange for the inland bill of lading.

第五百八十五条 荷受人ヲ確知スルコト能ハサルトキハ運送人ハ運送品ヲ供託スルコトヲ得

Article 585 (1) A Carrier may deposit goods if it is unable to ascertain the identity of the consignee.

2 前項ノ場合ニ於テ運送人カ荷送人ニ対シ相当ノ期間ヲ定メ運送品ノ処分ニ付キ指図ヲ為スヘキ旨ヲ催告スルモ荷送人カ其指図ヲ為ササルトキハ運送品ヲ競売スルコトヲ得

(2) In the case referred to in the preceding paragraph, if the Carrier demands that the consignor instruct it as to how to handle the goods within a reasonable period of time but the consignor does not give any such instructions, the Carrier may put the goods up for auction.

3 運送人カ前二項ノ規定ニ従ヒテ運送品ノ供託又ハ競売ヲ為シタルトキハ遅滞ナク荷送人ニ対シテ其通知ヲ発スルコトヲ要ス

(3) Once a Carrier deposits goods or puts it up for auction pursuant to the provisions of the preceding two paragraphs, it must issue notice of this to the consignor without delay.

第五百八十六条 前条ノ規定ハ運送品ノ引渡ニ関シテ争アル場合ニ之ヲ準用ス

Article 586 (1) The provisions of the preceding Article apply mutatis mutandis if there is any dispute over the delivery of the goods.

2 運送人カ競売ヲ為スニハ予メ荷受人ニ対シ相当ノ期間ヲ定メテ運送品ノ受取ヲ催告シ其期間経過ノ後更ニ荷送人ニ対スル催告ヲ為スコトヲ要ス



(2) In order to put goods up for auction, the Carrier must first demand that the consignee receive the goods within a reasonable period of time, and must also issue a demand to the consignor after that period expires.

3 運送人ハ遅滞ナク荷受人ニ対シテモ運送品ノ供託又ハ競売ノ通知ヲ発スルコトヲ要ス

(3) A Carrier must also issue notice to the consignee without delay of the goods' being deposited or put up for auction.

第五百八十七条 第五百二十四条第二項及ヒ第三項ノ規定ハ前二条ノ場合ニ之ヲ準用ス  
Article 587 The provisions of Article 524, paragraph (2) and paragraph (3) apply mutatis mutandis to the cases referred to in the preceding two Articles.

第五百八十八条 運送人ノ責任ハ荷受人カ留保ヲ為サシテ運送品ヲ受取り且運送賃其他ノ費用ヲ支払ヒタルトキハ消滅ス但運送品ニ直チニ発見スルコト能ハサル毀損又ハ一部滅失アリタル場合ニ於テ荷受人カ引渡ノ日ヨリ二週間内ニ運送人ニ対シテ其通知ヲ発シタルトキハ此限ニ在ラス

Article 588 (1) The liability of a Carrier is extinguished if the consignee receives the goods without reservation and pays the freight charges and other costs; provided, however, that this does not apply if the goods contains a defect that cannot be immediately discovered or the goods is partially lost and the consignee issues notice of this to the Carrier within two weeks from the date of delivery.

2 前項ノ規定ハ運送人ニ悪意アリタル場合ニハ之ヲ適用セス

(2) The provisions of the preceding paragraph do not apply if the Carrier has knowledge of the defect or partial loss to the goods.

第五百八十九条 第五百六十二条、第五百六十三条、第五百六十六条及ヒ第五百六十七条ノ規定ハ運送人ニ之ヲ準用ス

Article 589 The provisions of Article 562, Article 563, Article 566, and Article 567 apply mutatis mutandis to a Carrier.

### 第三節 旅客運送

#### Section 3 Passenger Transportation

第五百九十条 旅客ノ運送人ハ自己又ハ其使用人カ運送ニ関シ注意ヲ怠ラサリシコトヲ証明スルニ非サレハ旅客カ運送ノ為メニ受ケタル損害ヲ賠償スル責ヲ免ルルコトヲ得ス

Article 590 (1) A passenger carrier may not be released from the liability to compensate for damage suffered by a passenger due to transportation unless the passenger carrier proves that neither it nor its employees neglected to exercise due care in transporting the passenger.

2 損害賠償ノ額ヲ定ムルニ付テハ裁判所ハ被害者及ヒ其家族ノ情況ヲ斟酌スルコトヲ要ス

(2) When determining amounts of damages, the court must take into consideration the circumstances of the victim and the family thereof.

第五百九十一条 旅客ノ運送人ハ旅客ヨリ引渡ヲ受ケタル手荷物ニ付テハ特ニ運送賃ヲ請求セサルトキト雖モ物品ノ運送人ト同一ノ責任ヲ負フ

Article 591 (1) A passenger carrier has the same liability as a freight carrier with regard to the baggage that passengers have delivered to it, even if the passenger carrier does not claim any special freight charges for the baggage.

2 手荷物カ到達地ニ達シタル日ヨリ一週間内ニ旅客カ其引渡ヲ請求セサルトキハ第五百二十四条ノ規定ヲ準用ス但住所又ハ居所ノ知レサル旅客ニハ催告及ヒ通知ヲ為スコトヲ要セス

(2) The provisions of Article 524 apply mutatis mutandis if a passenger does not demand delivery of the passenger's baggage within one week from the day on which the baggage arrives at the destination; provided, however, that if the passenger's domicile or residence is unknown, the passenger carrier is not required to issue a demand or give notice to the passenger.

第五百九十二条 旅客ノ運送人ハ旅客ヨリ引渡ヲ受ケサル手荷物ノ滅失又ハ毀損ニ付テハ自己又ハ其使用人ニ過失アル場合ヲ除ク外損害賠償ノ責ニ任セス

Article 592 A passenger carrier is not liable to compensate for loss or damage to baggage that a passenger has not delivered to it, unless there is negligence on the part of the passenger carrier or its employee.

## 第九章 寄託

### Chapter IX Depositing of Goods

#### 第一節 総則

##### Section 1 General Provisions

第五百九十三条 商人カ其営業ノ範囲内ニ於テ寄託ヲ受ケタルトキハ報酬ヲ受ケサルトキト雖モ善良ナル管理者ノ注意ヲ為スコトヲ要ス

Article 593 If a Merchant has goods deposited with it within the scope of its business, it must act with the due care of a prudent manager even if it does not receive remuneration.

第五百九十四条 旅店、飲食店、浴場其他客ノ来集ヲ目的トスル場屋ノ主人ハ客ヨリ寄託ヲ受ケタル物品ノ滅失又ハ毀損ニ付キ其不可抗力ニ因リタルコトヲ証明スルニ非サレハ損害賠償ノ責ヲ免ルルコトヲ得ス

Article 594 (1) If the proprietor of a hotel, eating and drinking establishment, bathhouse, or other establishment at which it is intended for customers to

gather has goods deposited with it by a customer, the proprietor may not be released from the liability to compensate for loss or damage to the deposited goods unless it proves that such loss or damage is due to force majeure.

2 客カ特ニ寄託セサル物品ト雖モ場屋中ニ携帯シタル物品カ場屋ノ主人又ハ其使用人ノ不注意ニ因リテ滅失又ハ毀損シタルトキハ場屋ノ主人ハ損害賠償ノ責ニ任ス

(2) If a customer does not deposit but carries goods into an establishment and those goods are lost or damaged due to the carelessness of the proprietor of the establishment or the employee thereof, the proprietor of the establishment is liable to compensate for the damage.

3 客ノ携帯品ニ付キ責任ヲ負ハサル旨ヲ告示シタルトキト雖モ場屋ノ主人ハ前二項ノ責任ヲ免ルルコトヲ得ス

(3) A proprietor may not be released from the liability referred to in the preceding two paragraphs even if giving public notice that the proprietor does not assume liability for the personal effects of customers.

第五百九十五条 貨幣、有価証券其他ノ高価品ニ付テハ客カ其種類及ヒ価額ヲ明告シテ之ヲ前条ノ場屋ノ主人ニ寄託シタルニ非サレハ其場屋ノ主人ハ其物品ノ滅失又ハ毀損ニ因リテ生シタル損害ヲ賠償スル責ニ任セス

Article 595 The proprietor of an establishment as referred to in the preceding Article is not liable to compensate for loss or damage to the cash, negotiable instruments of value, or other expensive goods of a customer unless the customer deposits those goods with the proprietor of the establishment and declares their type and value.

第五百九十六条 前二条ノ責任ハ場屋ノ主人カ寄託物ヲ返還シ又ハ客カ携帯品ヲ持去リタル後一年ヲ経過シタルトキハ時効ニ因リテ消滅ス

Article 596 (1) The liability referred to in the preceding two Articles is extinguished by prescription one year's time after the proprietor returns the deposited goods or the customer leaves the establishment with the personal effects thereof.

2 前項ノ期間ハ物品ノ全部滅失ノ場合ニ於テハ客カ場屋ヲ去リタル時ヨリ之ヲ起算ス

(2) In the event of the total loss of goods, the period set forth in the preceding paragraph is calculated from the time the customer left the establishment.

3 前二項ノ規定ハ場屋ノ主人ニ悪意アリタル場合ニハ之ヲ適用セス

(3) The provisions of the preceding two paragraphs do not apply if the proprietor has knowledge of the loss or damage to the goods.

## 第二節 倉庫営業

### Section 2 Warehousing Business

第五百九十七条 倉庫営業者トハ他人ノ為メニ物品ヲ倉庫ニ保管スルヲ業トスル者ヲ謂

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Article 597 The term "Warehouse Proprietor" means a person in the business of storing goods at a warehouse on behalf of other persons.

第五百九十八条 倉庫営業者ハ寄託者ノ請求ニ因リ寄託物ノ預証券及ヒ質入証券ヲ交付スルコトヲ要ス

Article 598 A Warehouse Proprietor must deliver a deposit receipt and a pledge receipt for deposited goods at the request of the depositor.

第五百九十九条 預証券及ヒ質入証券ニハ左ノ事項及ヒ番号ヲ記載シ倉庫営業者之ニ署名スルコトヲ要ス

Article 599 A deposit receipt and a pledge receipt must give the following information as well as a number, and bear a signature from the Warehouse Proprietor:

- 一 受寄物ノ種類、品質、数量及ヒ其荷造ノ種類、個数並ニ記号  
(i) the type, quality, and quantity of deposited goods, the type of packaging, the number of packages, and the marks;
- 二 寄託者ノ氏名又ハ商号  
(ii) the name or trade name of the depositor;
- 三 保管ノ場所  
(iii) the place of storage;
- 四 保管料  
(iv) the storage fees;
- 五 保管ノ期間ヲ定メタルトキハ其期間  
(v) the storage period, if specified;
- 六 受寄物ヲ保険ニ付シタルトキハ保険金額、保険期間及ヒ保険者ノ氏名又ハ商号  
(vi) the insured amount, the coverage period, and the name or trade name of the insurer, if the deposited goods are covered by insurance;
- 七 証券ノ作成地及ヒ其作成ノ年月日  
(vii) the place and date of preparation of the receipts.

第六百条 倉庫営業者カ預証券及ヒ質入証券ヲ寄託者ニ交付シタルトキハ其帳簿ニ左ノ事項ヲ記載スルコトヲ要ス

Article 600 If a Warehouse Proprietor issues a deposit receipt and a pledge receipt to a depositor, it must enter the following information in its books:

- 一 前条第一号、第二号及ヒ第四号乃至第六号ニ掲ケタル事項  
(i) the information set forth in item (i), item (ii), and item (iv) to item (vi) of the preceding Article;
- 二 証券ノ番号及ヒ其作成ノ年月日  
(ii) the numbers assigned to the receipts and the date of their preparation.

第六百一条 預証券及ヒ質入証券ノ所持人ハ倉庫營業者ニ対シ寄託物ヲ分割シ且其各部分ニ対スル預証券及ヒ質入証券ノ交付ヲ請求スルコトヲ得此場合ニ於テハ所持人ハ前ノ預証券及ヒ質入証券ヲ倉庫營業者ニ返還スルコトヲ要ス

Article 601 (1) The holder of a deposit receipt and a pledge receipt may request a Warehouse Proprietor to divide the deposited goods and deliver new deposit receipts and pledge receipts for the respective portions of the goods. In such a case, the holder must return the initial deposit receipt and pledge receipt to the Warehouse Proprietor.

2 前項ニ定メタル寄託物ノ分割及ヒ証券ノ交付ニ関スル費用ハ所持人之ヲ負担ス  
(2) The costs for the division of deposited goods and the delivery of deposit receipts and pledge receipts as prescribed in the preceding paragraph are borne by the holder of the initial receipts.

第六百二条 預証券及ヒ質入証券ヲ作りタルトキハ寄託ニ関スル事項ハ倉庫營業者ト所持人トノ間ニ於テハ其証券ノ定ムル所ニ依ル

Article 602 If a deposit receipt and a pledge receipt are prepared, the particulars of the depositing of goods between the Warehouse Proprietor and the holder of the receipts are governed by what is specified on the receipts.

第六百三条 預証券及ヒ質入証券ハ其記名式ナルトキト雖モ裏書ニ依リテ之ヲ譲渡シ又ハ之ヲ質入スルコトヲ得但証券ニ裏書ヲ禁スル旨ヲ記載シタルトキハ此限ニ在ラス

Article 603 (1) Even if a deposit receipt and a pledge receipt are registered, they may be negotiated or pledged by means of endorsement; provided, however, that this does not apply if the receipts indicate that their endorsement is prohibited.

2 預証券ノ所持人カ未タ質入ヲ為ササル間ハ預証券及ヒ質入証券ハ各別ニ之ヲ譲渡スルコトヲ得ス

(2) A deposit receipt and a pledge receipt may not be negotiated separately until the holder of the deposit receipt puts the deposited goods in pledge.

第六百四条 第五百七十三条及ヒ第五百七十五条ノ規定ハ預証券及ヒ質入証券ニ之ヲ準用ス

Article 604 The provisions of Article 573 and Article 575 apply mutatis mutandis to deposit receipts and pledge receipts.

第六百五条 預証券又ハ質入証券カ滅失シタルトキハ其所持人ハ相当ノ担保ヲ供シテ更ニ其証券ノ交付ヲ請求スルコトヲ得此場合ニ於テハ倉庫營業者ハ其旨ヲ帳簿ニ記載スルコトヲ要ス

Article 605 If a deposit receipt or pledge receipt is lost, the holder may request to be issued another receipt, providing reasonable collateral. In such a case, the Warehouse Proprietor must make an entry in its books indicating this.

第六百六条 質入証券ニ第一ノ質入裏書ヲ為スニハ債権額、其利息及ヒ弁済期ヲ記載スルコトヲ要ス

Article 606 (1) In order to make the first endorsement on a pledge receipt, the endorser must enter the amount of the claim, interest, and due date on the receipt.

2 第一ノ質権者カ前項ニ掲ケタル事項ヲ預証券ニ記載シテ之ニ署名スルニ非サレハ質権ヲ以テ第三者ニ対抗スルコトヲ得ス

(2) Unless the first pledgee enters the information set forth in the preceding paragraph on the deposit receipt and signs it, the pledge may not be asserted against a third party.

第六百七条 預証券ノ所持人ハ寄託物ヲ以テ預証券ニ記載シタル債権額及ヒ利息ヲ弁済スル義務ヲ負フ

Article 607 The holder of a deposit receipt bears the obligation to pay the amount of the claim and interest as entered on the deposit receipt, using the deposited goods.

第六百八条 質入証券所持人ノ債権ノ弁済ハ倉庫営業者ノ營業所ニ於テ之ヲ為スコトヲ要ス

Article 608 A claim held by the holder of a pledge receipt must be satisfied at the place of business of the Warehouse Proprietor.

第六百九条 質入証券ノ所持人カ弁済期ニ至リ支払ヲ受ケサルトキハ手形ニ関スル規定ニ從ヒテ拒絶証書ヲ作ラシムルコトヲ要ス

Article 609 If the holder of a pledge receipt is not paid by the due date, the holder must have a protest prepared in accordance with provisions related to bills and notes.

第六百十条 質入証券ノ所持人ハ拒絶証書作成ノ日ヨリ一週間ヲ経過シタル後ニ非サレハ寄託物ノ競売ヲ請求スルコトヲ得ス

Article 610 The holder of a pledge receipt may not demand that deposited goods be auctioned off until one week's time after the day a protest is prepared.

第六百十一条 倉庫営業者ハ競売代金ノ中ヨリ競売ニ関スル費用、受寄物ニ課スヘキ租税、保管料其他保管ニ関スル費用及ヒ立替金ヲ控除シタル後其残額ヲ質入証券ト引換ニ其所持人ニ支払フコトヲ要ス

Article 611 (1) In exchange for a pledge receipt, a Warehouse Proprietor must pay the holder of the receipt the amount arrived at after the costs of the auction, taxes imposed on the deposited goods, storage fees and other storage costs, and monies the Warehouse Proprietor has paid on another person's

behalf are deducted from the proceeds from the auction.

2 競売代金ノ中ヨリ前項ニ掲ケタル費用、租税、保管料、立替金及ヒ質入証券所持人ノ債権額、利息、拒絶証書作成ノ費用ヲ控除シタル後余剩アルトキハ倉庫業者ハ之ヲ預証券ト引換ニ其所持人ニ支払フコトヲ要ス

(2) If there is any remainder after costs, taxes, storage fees, and monies paid on another person's behalf as set forth in the preceding paragraph, as well as the amount of the claim of the holder of a pledge receipt, interest, and expenses of the protest are deducted from the proceeds from an auction, the Warehouse Proprietor must pay that remainder to the holder of the deposit receipt in exchange for the receipt.

第六百十二条 競売代金ヲ以テ質入証券ニ記載シタル債権ノ全部ヲ弁済スルコト能ハサリシトキハ倉庫業者ハ其支払ヒタル金額ヲ質入証券ニ記載シテ其証券ヲ返還シ且其旨ヲ帳簿ニ記載スルコトヲ要ス

Article 612 If the proceeds from an auction are insufficient to pay the full amount of the claim entered on a pledge receipt, the Warehouse Proprietor must enter the amount paid on the pledge receipt, return the receipt, and make an entry in its books indicating this.

第六百十三条 質入証券ノ所持人ハ先ツ寄託物ニ付キ弁済ヲ受ケ尚ホ不足アルトキハ其裏書人ニ対シテ不足額ヲ請求スルコトヲ得

Article 613 (1) The holder of a pledge receipt is paid first from deposited goods, and if this is insufficient, the holder may demand payment of the insufficient amount from an endorser.

2 手形法第四十五条第一項第三項第五項第六項、第四十八条第一項、第四十九条及ヒ第五十条第一項ノ規定ハ前項ニ定メタル不足額ノ請求ニ之ヲ準用ス

(2) The provisions of Article 45, paragraph (1), paragraph (3), paragraph (5), and paragraph (6); Article 48, paragraph (1); Article 49; and Article 50, paragraph (1) of the Bills and Notes Act apply mutatis mutandis to a demand for payment of an insufficient amount as prescribed in the preceding paragraph.

3 手形法第五十二条第三項ノ規定ハ不足額ノ請求ヲ受クル者ノ営業所又ハ住所ノ所在地カ其請求ヲ為ス者ノ営業所又ハ住所ノ所在地ト異ナル場合ニ於ケル償還額ノ算定ニ付キ之ヲ準用ス

(3) The provisions of Article 52, paragraph (3) of the Bills and Notes Act apply mutatis mutandis to the calculation of an amount of reimbursement if the place of business or domicile of the person subject to a demand for payment of an insufficient amount is in a different locality from that of the place of business or domicile of the person making the demand.

第六百十四条 質入証券ノ所持人カ弁済期ニ至リ支払ヲ受ケサリシ場合ニ於テ拒絶証書ヲ作ラシメサリシトキ又ハ拒絶証書作成ノ日ヨリ二週間内ニ寄託物ノ競売ヲ請求セサ

リシトキハ裏書人ニ対スル請求権ヲ失フ

Article 614 If the holder of a pledge receipt is not paid by the due date but either does not have a protest prepared or does not demand that the deposited goods be auctioned off within two weeks from the day the protest is prepared, the holder loses its claim against an endorser.

第六百十五条 質入証券所持人ノ預証券所持人ニ対スル請求権ハ弁済期ヨリ一年質入証券裏書人ニ対スル請求権ハ寄託物ニ付キ弁済ヲ受ケタル日ヨリ六个月質入証券裏書人ノ其前者ニ対スル請求権ハ償還ヲ為シタル日ヨリ六个月ヲ経過シタルトキハ時効ニ因リテ消滅ス

Article 615 The claim of the holder of a pledge receipt is extinguished by prescription once one year has passed since the due date if the claim is against the holder of a deposit receipt, and once six months have passed since the day on which the holder of the pledge receipt is delivered the deposited goods if the claim is against an endorser of the pledge receipt; and the claim of an endorser of a pledge receipt against a previous endorser is extinguished by prescription once six months have passed since the day on which reimbursement is made.

第六百十六条 寄託者又ハ預証券ノ所持人ハ営業時間内何時ニテモ倉庫営業者ニ対シテ寄託物ノ点検若クハ其見本ノ摘出ヲ求メ又ハ其保存ニ必要ナル処分ヲ為スコトヲ得

Article 616 (1) A depositor or the holder of a deposit receipt may file a request with a Warehouse Proprietor, at any time during its business hours, to inspect the deposited goods, take samples out of the goods, or take the necessary measures to store the goods.

2 質入証券ノ所持人ハ営業時間内何時ニテモ倉庫営業者ニ対シテ寄託物ノ点検ヲ求ムルコトヲ得

(2) The holder of a pledge receipt may file a request with a Warehouse Proprietor, at any time during its business hours, to inspect the deposited goods.

第六百十七条 倉庫営業者ハ自己又ハ其使用人カ受寄物ノ保管ニ関シ注意ヲ怠ラサリシコトヲ証明スルニ非サレハ其滅失又ハ毀損ニ付キ損害賠償ノ責ヲ免ルルコトヲ得ス

Article 617 A Warehouse Proprietor may not be released from the liability to compensate for loss or damage to deposited goods unless it proves that neither it nor its employees have neglected to exercise due care in storing the goods.

第六百十八条 倉庫営業者ハ受寄物出庫ノ時ニ非サレハ保管料及ヒ立替金其他受寄物ニ関スル費用ノ支払ヲ請求スルコトヲ得ス但受寄物ノ一部出庫ノ場合ニ於テハ割合ニ応シテ其支払ヲ請求スルコトヲ得

Article 618 A Warehouse Proprietor may request to be paid storage fees, monies it has paid on another person's behalf, and other costs for the deposited goods only at the time the goods are removed from the warehouse; provided, however,



that if part of the deposited goods are removed from the warehouse, the Warehouse Proprietor may request to be paid in proportion to the part that is removed.

第六百十九条 当事者カ保管ノ期間ヲ定メサリシトキハ倉庫業者ハ受寄物入庫ノ日ヨリ六个月ヲ経過シタル後ニ非サレハ其返還ヲ為スコトヲ得ス但已ムコトヲ得サル事由アルトキハ此限ニ在ラス

Article 619 If the parties do not specify a storage period, the Warehouse Proprietor may not return the deposited goods until more than six months have passed since the date that the goods were placed in the warehouse; provided, however, that this does not apply if there are extenuating circumstances.

第六百二十条 預証券及ヒ質入証券ヲ作りタル場合ニ於テハ之ト引換ニ非サレハ寄託物ノ返還ヲ請求スルコトヲ得ス

Article 620 If a deposit receipt and a pledge receipt have been prepared, a person may not demand the return of the deposited goods unless it is in exchange for the receipts.

第六百二十一条 預証券ノ所持人ハ質入証券ニ記載シタル債権ノ弁済期前ト雖モ其債権ノ全額及ヒ弁済期マテノ利息ヲ倉庫業者ニ供託シテ寄託物ノ返還ヲ請求スルコトヲ得

Article 621 The holder of a deposit receipt may demand the return of deposited goods even before the due date of the claim that is entered on a pledge receipt, on depositing the full amount of the claim and the interest thereon for the period up until the due date with the Warehouse Proprietor.

第六百二十二条 寄託物カ同種類ニシテ同一ノ品質ヲ有シ且分割スルコトヲ得ヘキ物ナルトキハ預証券ノ所持人ハ債権額ノ一部及ヒ其弁済期マテノ利息ヲ供託シ其割合ニ応シテ寄託物ノ一部ノ返還ヲ請求スルコトヲ得此場合ニ於テ倉庫業者ハ供託ヲ受ケタル金額及ヒ返還シタル寄託物ノ数量ヲ預証券ニ記載シ且其旨ヲ帳簿ニ記載スルコトヲ要ス

Article 622 (1) If deposited goods comprise divisible goods of the same kind and quality, the holder of a deposit receipt may make a deposit to cover a part of the claim amount and interest thereon for the period up until the due date and demand the return of the part of the deposited goods that corresponds to that amount. In such a case, the Warehouse Proprietor must enter the amount of money deposited and the quantity of deposited goods returned on the deposit receipt, and make an entry in its books indicating this.

2 前項ニ定メタル寄託物ノ一部出庫ニ関スル費用ハ預証券ノ所持人之ヲ負担ス

(2) The costs for the partial removal of deposited goods as prescribed in the preceding paragraph are borne by the holder of the deposit receipt.

第六百二十三条 前二条ノ場合ニ於テ質入証券ノ所持人ノ権利ハ供託金ノ上ニ存在ス  
Article 623 (1) In a case as referred to in the preceding two Articles, the holder of the pledge receipt has a right to the money deposited.

2 第六百十二条ノ規定ハ前条第一項ノ供託金ヲ以テ質入証券ニ記載シタル債権ノ一部ヲ弁済シタル場合ニ之ヲ準用ス

(2) The provisions of Article 612 apply mutatis mutandis if part of the claim entered on a pledge receipt is satisfied with the money deposited as set forth in paragraph (1) of the preceding Article.

第六百二十四条 第五百二十四条第一項及ヒ第二項ノ規定ハ寄託者又ハ預証券ノ所持人カ寄託物ヲ受取ルコトヲ拒ミ又ハ之ヲ受取ルコト能ハサル場合ニ之ヲ準用ス此場合ニ於テ質入証券ノ所持人ノ権利ハ競売代金ノ上ニ存在ス

Article 624 (1) The provisions of Article 524, paragraph (1) and paragraph (2) apply mutatis mutandis if the depositor or holder of a deposit receipt refuses to receive or is unable to receive the deposited goods. In such a case, the holder of the pledge receipt has a right to the proceeds from an auction

2 第六百十一条及ヒ第六百十二条ノ規定ハ前項ノ場合ニ之ヲ準用ス

(2) The provisions of Article 611 and Article 612 apply mutatis mutandis to a case as referred to in the preceding paragraph.

第六百二十五条 第五百八十八条ノ規定ハ倉庫営業者ニ之ヲ準用ス

Article 625 The provisions of Article 588 apply mutatis mutandis to a Warehouse Proprietor.

第六百二十六条 寄託物ノ滅失又ハ毀損ニ因リテ生シタル倉庫営業者ノ責任ハ出庫ノ日ヨリ一年ヲ経過シタルトキハ時効ニ因リテ消滅ス

Article 626 (1) The liability of a Warehouse Proprietor arising from loss or damage to deposited goods is extinguished by prescription once one year has passed since the date of the removal of the goods from the warehouse.

2 前項ノ期間ハ寄託物ノ全部滅失ノ場合ニ於テハ倉庫営業者カ預証券ノ所持人、若シ其所持人カ知レサルトキハ寄託者ニ対シテ其滅失ノ通知ヲ發シタル日ヨリ之ヲ起算ス

(2) In the event of the total loss of deposited goods, the period set forth in the preceding paragraph is counted from the day on which the Warehouse Proprietor issued notice of the loss to the holder of the deposit receipt, or if the holder of the deposit receipt is unknown, to the depositor.

3 前二項ノ規定ハ倉庫営業者ニ悪意アリタル場合ニハ之ヲ適用セス

(3) The provisions of the preceding two paragraphs do not apply if the Warehouse Proprietor has knowledge of the loss or damage to the goods.

第六百二十七条 倉庫営業者ハ寄託者ノ請求アルトキハ預証券及ヒ質入証券ニ代ヘテ倉

荷証券ヲ交付スルコトヲ要ス

Article 627 (1) At the request of a depositor, a Warehouse Proprietor must issue a warehouse receipt in lieu of a deposit receipt and pledge receipt.

2 倉荷証券ニハ預証券ニ関スル規定ヲ準用ス

(2) The provisions on deposit receipts apply mutatis mutandis to a warehouse receipt.

第六百二十八条 倉荷証券ヲ以テ質権ノ目的ト為シタル場合ニ於テ質権者ノ承諾アルトキハ寄託者ハ債権ノ弁済期前ト雖モ寄託物ノ一部ノ返還ヲ請求スルコトヲ得此場合ニ於テ倉庫営業者ハ返還シタル寄託物ノ種類、品質及ヒ数量ヲ倉荷証券ニ記載シ且其旨ヲ帳簿ニ記載スルコトヲ要ス

Article 628 If a pledge is created on a warehouse receipt, the depositor, with the consent of the pledgee, may demand the return of part of the deposited goods even before the due date of the claim. In such a case, the Warehouse Proprietor must enter the type, quality, and quantity of the deposited goods thus returned on the warehouse receipt, and make an entry in its books indicating this.

## 第十章 保険

### Chapter X Insurance

#### 第一節 損害保険

#### Section 1 Casualty Insurance

##### 第一款 総則

##### Subsection 1 General Provisions

第六百二十九条 削除

Article 629 Deleted

第六百三十条 削除

Article 630 Deleted

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Article 631 Deleted

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Article 632 Deleted

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Article 633 Deleted

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Article 647 Deleted

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### 第三編 海商

#### Part III Maritime Commerce

##### 第一章 船舶及ヒ船舶所有者

##### Chapter I Ships and Shipowners

第六百八十四条 本法ニ於テ船舶トハ商行為ヲ為ス目的ヲ以テ航海ノ用ニ供スルモノヲ謂フ

Article 684 (1) The term "Ship" as used in this Act means one used in a voyage at sea for the purpose of conducting a commercial transaction.

2 本編ノ規定ハ端舟其他櫓ノミヲ以テ運転シ又ハ主トシテ櫓ヲ以テ運転スル舟ニハ之ヲ適用セス

(2) The provisions of this Part do not apply to ships' tenders or to boats steered solely or mainly using oars or paddles.

第六百八十五条 船舶ノ属具目録ニ記載シタル物ハ其従物ト推定ス

Article 685 The objects entered in a Ship's inventory of equipment are presumed

to be accessories of the Ship.

第六百八十六条 船舶所有者ハ特別法ノ定ムル所ニ従ヒ登記ヲ為シ且船舶国籍証書ヲ請受クルコトヲ要ス

Article 686 (1) A shipowner, as provided by special laws, must register the Ship and obtain a certificate of the vessel's nationality.

2 前項ノ規定ハ総噸数二十噸未滿ノ船舶ニハ之ヲ適用セス

(2) The provisions of the preceding paragraph do not apply to a Ship with a gross tonnage of not more than 20 tons.

第六百八十七条 船舶所有權ノ移轉ハ其登記ヲ為シ且船舶国籍証書ニ之ヲ記載スルニ非サレハ之ヲ以テ第三者ニ對抗スルコトヲ得ス

Article 687 The transfer of ownership of a ship may not be asserted against a third party unless it is registered and entered in the certificate of the vessel's nationality.

第六百八十八条 航海中ニ在ル船舶ノ所有權ヲ讓渡シタル場合ニ於テ特約ナキトキハ其航海ニ因リテ生スル損益ハ讓受人ニ帰スヘキモノトス

Article 688 If ownership is transferred while a Ship is at sea, profits and losses arising from the voyage are to be attributed to the transferee, unless there are special provisions to the contrary.

第六百八十九条 差押及ヒ仮差押ノ執行（仮差押ノ登記ヲ為ス方法ニ依ルモノヲ除ク）ハ発航ノ準備ヲ終ハリタル船舶ニ対シテハ之ヲ為スコトヲ得ス但其船舶カ発航ヲ為ス為メニ生シタル債務ニ付テハ此限ニ在ラス

Article 689 No seizure or provisional seizure (other than a provisional seizure by means of registration) may be executed against a Ship whose preparations for departure have been finished; provided, however, that this does not apply in connection with an obligation arising from the Ship being due to depart.

第六百九十条 船舶所有者ハ船長其他ノ船員ガ其職務ヲ行フニ当タリ故意又ハ過失ニ因リテ他人ニ加ヘタル損害ヲ賠償スル責ニ任ズ

Article 690 A shipowner is liable to compensate for damage that the captain and other mariners cause to others intentionally or negligently in the course of performing their duties.

第六百九十一条 削除

Article 691 Deleted

第六百九十二条 削除

Article 692 Deleted



第六百九十三条 船舶共有者ノ間ニ在リテハ船舶ノ利用ニ関スル事項ハ各共有者ノ持分ノ価格ニ従ヒ其過半数ヲ以テ之ヲ決ス

Article 693 The particulars of the use of a Ship are determined among the ship's co-owners by majority, in accordance with the value of the co-owners' shares.

第六百九十四条 船舶共有者ハ其持分ノ価格ニ応シ船舶ノ利用ニ関スル費用ヲ負担スルコトヲ要ス

Article 694 The co-owners of a ship bear the costs for the use of the Ship in proportion to the value of their shares.

第六百九十五条 船舶共有者カ新ニ航海ヲ為シ又ハ船舶ノ大修繕ヲ為スヘキコトヲ決議シタルトキハ其決議ニ対シテ異議アル者ハ他ノ共有者ニ対シ相当代価ヲ以テ自己ノ持分ヲ買取ルヘキコトヲ請求スルコトヲ得

Article 695 (1) When the co-owners of a ship reach a resolution to embark on a new voyage or make a major repair to the Ship, co-owners objecting to the resolution may demand that the other co-owners buy out the shares of the objecting co-owners at a reasonable price.

2 前項ノ請求ヲ為サント欲スル者ハ決議ノ日ヨリ三日内ニ他ノ共有者又ハ船舶管理人ニ対シテ其通知ヲ発スルコトヲ要ス但此期間ハ決議ニ加ハラサリシ者ニ付テハ其決議ノ通知ヲ受ケタル日ノ翌日ヨリ之ヲ起算ス

(2) A co-owner seeking to make a demand as set forth in the preceding paragraph must issue notice of this to the other co-owners or the ship's husband within three days from the date of the resolution; provided, however, that in the case of a co-owner not participating in the resolution, this period is counted from the day after that on which the co-owner is notified of the resolution.

第六百九十六条 船舶共有者ハ其持分ノ価格ニ応シ船舶ノ利用ニ付テ生シタル債務ヲ弁済スル責ニ任ス

Article 696 The co-owners of a ship are liable for performance of the obligations arising from the use of the Ship in proportion to the value of their shares.

第六百九十七条 損益ノ分配ハ毎航海ノ終ニ於テ船舶共有者ノ持分ノ価格ニ応シテ之ヲ為ス

Article 697 Profits and losses arising from each voyage are distributed among the co-owners of the ship at the end of the voyage in proportion to the value of their shares.

第六百九十八条 船舶共有者間ニ組合關係アルトキト雖モ各共有者ハ他ノ共有者ノ承諾ヲ得スシテ其持分ノ全部又ハ一部ヲ他人ニ譲渡スコトヲ得但船舶管理人ハ此限ニ在ラス

Article 698 Even if the co-owners of a ship form a partnership, a co-owner may transfer that co-owner's share in whole or in part to another person without the consent of another co-owner; provided, however, that this does not apply to the ship's husband.

第六百九十九条 船舶共有者ハ船舶管理人ヲ選任スルコトヲ要ス

Article 699 (1) The co-owners of a ship must appoint a ship's husband.

2 船舶共有者ニ非サル者ヲ船舶管理人ト為スニハ共有者全員ノ同意アルコトヲ要ス

(2) All of the co-owners of a ship must consent in order to appoint a person that is not a co-owner as the ship's husband.

3 船舶管理人ノ選任及ヒ其代理権ノ消滅ハ之ヲ登記スルコトヲ要ス

(3) The appointment of a ship's husband and the extinction of the ship's husband's authority to represent the co-owners must be registered.

第七百条 船舶管理人ハ左ニ掲ケタル行為ヲ除ク外船舶共有者ニ代ハリテ船舶ノ利用ニ関スル一切ノ裁判上又ハ裁判外ノ行為ヲ為ス権限ヲ有ス

Article 700 (1) A ship's husband has the authority to take all actions in and out of court on behalf of the co-owners of the ship in connection with the use of the Ship, except for those set forth in the following:

一 船舶ノ讓渡若クハ賃貸ヲ為シ又ハ之ヲ抵当ト為スコト

(i) transferring or leasing the Ship or mortgaging the Ship;

二 船舶ヲ保険ニ付スルコト

(ii) buying insurance for the Ship;

三 新ニ航海ヲ為スコト

(iii) embarking on a new voyage;

四 船舶ノ大修繕ヲ為スコト

(iv) making a major repair to the Ship;

五 借財ヲ為スコト

(v) borrowing money.

2 船舶管理人ノ代理権ニ加ヘタル制限ハ之ヲ以テ善意ノ第三者ニ對抗スルコトヲ得ス

(2) A limitation on the ship's husband's authority to represent the co-owners may not be asserted against a third party in good faith.

第七百一条 船舶管理人ハ特ニ帳簿ヲ備ヘ之ニ船舶ノ利用ニ関スル一切ノ事項ヲ記載スルコトヲ要ス

Article 701 (1) A ship's husband must keep books and enter in them all information concerning the use of the Ship.

2 船舶管理人ハ毎航海ノ終ニ於テ遅滞ナク其航海ニ関スル計算ヲ為シテ各船舶共有者ノ承認ヲ求ムルコトヲ要ス

(2) Without delay after the end of each voyage, the ship's husband must settle the accounts of the voyage and request approval from the co-owners of the ship.

第七百二条 船舶共有者ノ持分ノ移転又ハ其国籍喪失ニ因リテ船舶カ日本ノ国籍ヲ喪失スヘキトキハ他ノ共有者ハ相当代価ヲ以テ其持分ヲ買取り又ハ其競売ヲ裁判所ニ請求スルコトヲ得

Article 702 (1) If a Ship would lose Japanese nationality due to the transfer of the share of a co-owner of the ship or due to a co-owner's loss of Japanese nationality, another co-owner may buy out the share of that co-owner at a reasonable price or file a request with the court to put the share up for auction.

2 社員ノ持分ノ移転ニ因リ会社ノ所有ニ属スル船舶カ日本ノ国籍ヲ喪失スヘキトキハ合名会社ニ在テハ他ノ社員、合資会社ニ在テハ他ノ無限責任社員ハ相当代価ヲ以テ其持分ヲ買取ルコトヲ得

(2) If a Ship owned by a company would lose Japanese nationality due to the transfer of the share of a member, another member may buy out the share of that member at a reasonable price if the company is a general partnership company, and another unlimited liability member may buy out the share of that member at a reasonable price if the company is a limited partnership company.

第七百三条 船舶ノ賃貸借ハ之ヲ登記シタルトキハ爾後其船舶ニ付キ物権ヲ取得シタル者ニ対シテモ其効力ヲ生ス

Article 703 The lease of a Ship, after it is registered, is also valid against a person that later acquires a real right on the Ship.

第七百四条 船舶ノ賃借人カ商行為ヲ為ス目的ヲ以テ其船舶ヲ航海ノ用ニ供シタルトキハ其利用ニ関スル事項ニ付テハ第三者ニ対シテ船舶所有者ト同一ノ権利義務ヲ有ス

Article 704 (1) If a Ship's lessee uses the Ship for a voyage for the purpose of conducting a commercial transaction, the lessee has the same rights and obligations as the shipowner toward third parties as concerns the particulars of the use of the Ship.

2 前項ノ場合ニ於テ船舶ノ利用ニ付キ生シタル先取特権ハ船舶所有者ニ対シテモ其効力ヲ生ス但先取特権者カ其利用ノ契約ニ反スルコトヲ知レルトキハ此限ニ在ラス

(2) In a case as referred to in the preceding paragraph, any statutory lien arising from the use of the Ship is also valid against the shipowner; provided, however, that this does not apply if the holder of the statutory lien knows that the use of the Ship is in violation of the contract.

## 第二章 船長

### Chapter II Ships' Captains

第七百五条 船長ハ其職務ヲ行フニ付キ注意ヲ怠ラサリシコトヲ証明スルニ非サレハ船舶所有者、傭船者、荷送人其他ノ利害関係人ニ対シテ損害賠償ノ責ヲ免ルルコトヲ得

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Article 705 (1) A ship's captain may not be released from the liability to compensate a shipowner, charterer, consignee, or other interested person for damage unless it is proven that the captain did not neglect to exercise due care in performing the duties thereof.

2 船長ハ船舶所有者ノ指図ニ従ヒタルトキト雖モ船舶所有者以外ノ者ニ対シテハ前項ニ定メタル責任ヲ免ルルコトヲ得ス

(2) A ship's captain may not be released from the liability prescribed in the preceding paragraph toward any person other than the shipowner even if the captain has followed the shipowner's instructions.

第七百六条 海員カ其職務ヲ行フニ当タリ他人ニ損害ヲ加ヘタル場合ニ於テ船長ハ監督ヲ怠ラサリシコトヲ証明スルニ非サレハ損害賠償ノ責ヲ免ルルコトヲ得ス

Article 706 If a mariner causes damage to another person in the course of performing the duties thereof, the captain may not be released from the liability to compensate for the damage unless it is proven that the captain did not neglect to supervise the mariner.

第七百七条 船長カ已ムコトヲ得サル事由ニ因リテ自ラ船舶ヲ指揮スルコト能ハサルトキハ法令ニ別段ノ定アル場合ヲ除ク外他人ヲ選任シテ自己ノ職務ヲ行ハシムルコトヲ得此場合ニ於テハ船長ハ其選任ニ付キ船舶所有者ニ対シテ其責ニ任ス

Article 707 If a ship's captain is unable to command the Ship due to a compelling reason, the captain may appoint another person to perform the duties thereof, unless otherwise provided for by law or regulation. In such a case, the captain is responsible to the shipowner for the appointment.

第七百八条 削除

Article 708 Deleted

第七百九条 船長ハ属具目録及ヒ運送契約ニ関スル書類ヲ船中ニ備ヘ置クコトヲ要ス

Article 709 (1) A ship's captain must keep the equipment inventory and the documents related to the transportation contract on board the Ship.

2 前項ノ属具目録ハ外国ニ航行セサル船舶ニ限り国土交通省令ヲ以テ之ヲ備フルコトヲ要セサルモノト定ムルコトヲ得

(2) Ordinance of the Ministry of Land, Infrastructure, Transport and Tourism may provide that Ships not sailing abroad are not required to keep an equipment inventory as set forth in the preceding paragraph.

第七百十条 削除

Article 710 Deleted

第七百十一条 削除

Article 711 Deleted

第七百十二条 船長ハ航海中最モ利害関係人ノ利益ニ適スヘキ方法ニ依リテ積荷ノ処分ヲ為スコトヲ要ス

Article 712 (1) While a Ship is at sea, the ship's captain must handle goods being shipped in a way that is in the best interests of the interested parties.

2 利害関係人ハ船長ノ行為ニ因リ其積荷ニ付テ生シタル債権ノ為メ之ヲ債権者ニ委付シテ其責ヲ免ルルコトヲ得但利害関係人ニ過失アリタルトキハ此限ニ在ラス

(2) An interested person may be released from liability by abandoning its interest in goods being shipped to the obligee of a claim that has arisen against the goods being shipped as a result of an action of the ship's captain; provided, however, that this does not apply if there is negligence on the part of the interested person.

第七百十三条 船籍港外ニ於テハ船長ハ航海ノ為メニ必要ナル一切ノ裁判上又ハ裁判外ノ行為ヲ為ス権限ヲ有ス

Article 713 (1) Outside the port of registry, a ship's captain has the authority to take all actions in and out of court as are necessary for the voyage.

2 船籍港ニ於テハ船長ハ特ニ委任ヲ受ケタル場合ヲ除ク外海員ノ雇入及ヒ雇止ヲ為ス権限ノミヲ有ス

(2) At the port of registry, unless specially mandated, the captain has only the authority to hire and dismiss mariners.

第七百十四条 船長ノ代理権ニ加ヘタル制限ハ之ヲ以テ善意ノ第三者ニ對抗スルコトヲ得ス

Article 714 A limitation on the captain's authority to represent the shipowner may not be duly asserted against a third party in good faith.

第七百十五条 船長ハ船舶ノ修繕費、救助料其他航海ヲ継続スルニ必要ナル費用ヲ支弁スル為メニ非サレハ左ニ掲ケタル行為ヲ為スコトヲ得ス

Article 715 (1) A ship's captain may not take any of the following actions unless it is in order to pay the costs of a repair to the Ship, salvage charges, or any other costs necessary to continue the voyage:

一 船舶ヲ抵当ト為スコト

(i) mortgaging the Ship;

二 借財ヲ為スコト

(ii) borrowing money;

三 積荷ノ全部又ハ一部ヲ売却又ハ質入スルコト但第七百十二条第一項ノ場合ハ此限ニ在ラス

(iii) selling or pledging all or part of the goods being shipped, except in the case

referred to in Article 712, paragraph (1).

2 船長カ積荷ヲ売却又ハ質入シタル場合ニ於ケル損害賠償ノ額ハ其積荷ノ到達スヘカリシ時ニ於ケル陸揚港ノ価格ニ依リテ之ヲ定ム但其価格中ヨリ支払フコトヲ要セサリシ費用ヲ控除スルコトヲ要ス

(2) The amount of damages payable if the captain sells or pledges goods being shipped is determined by their value at the port of discharge as of the time that the goods being shipped should have arrived at the port; provided, however, that any costs not required to be paid out of the value of those goods must be deducted.

第七百十六条 削除

Article 716 Deleted

第七百十七条 船籍港外ニ於テ船舶カ修繕スルコト能ハサルニ至リタルトキハ船長ハ管海官庁ノ認可ヲ得テ之ヲ競売スルコトヲ得

Article 717 If a Ship becomes unrepairable outside the port of registry, the captain may put it up for auction with the authorization of the maritime authorities.

第七百十八条 左ノ場合ニ於テハ船舶ハ修繕スルコト能ハサルニ至リタルモノト看做ス

Article 718 (1) A Ship is deemed to have become unrepairable if:

一 船舶カ其現在地ニ於テ修繕ヲ受クルコト能ハス且其修繕ヲ為スヘキ地ニ到ルコト能ハサルトキ

(i) it cannot be repaired at its current location and is unable to travel to any place where it could be repaired;

二 修繕費カ船舶ノ価額ノ四分ノ三ニ超ユルトキ

(ii) the cost of the repair exceeds three-fourths of the value of the Ship.

2 前項第二号ノ価額ハ船舶カ航海中毀損シタル場合ニ於テハ其発航ノ時ニ於ケル価額トシ其他ノ場合ニ於テハ其毀損前ニ有セシ価額トス

(2) The value referred to in item (ii) of the preceding paragraph is its value at the time of departure, if the Ship was damaged while at sea; or its value at the time of the damage, in other cases.

第七百十九条 船長ハ航海ヲ継続スル為メ必要ナルトキハ積荷ヲ航海ノ用ニ供スルコトヲ得此場合ニ於テハ第七百十五条第二項ノ規定ヲ準用ス

Article 719 A ship's captain may use the goods being shipped for the voyage if this is necessary in order to continue the voyage. In such a case, the provisions of Article 715, paragraph (2) apply mutatis mutandis.

第七百二十条 船長ハ遅滞ナク航海ニ関スル重要ナル事項ヲ船舶所有者ニ報告スルコトヲ要ス

Article 720 (1) A ship's captain must report material information about the voyage to the shipowner without delay.

2 船長ハ毎航海ノ終ニ於テ遅滞ナク其航海ニ関スル計算ヲ為シテ船舶所有者ノ承認ヲ求メ又船舶所有者ノ請求アルトキハ何時ニテモ計算ノ報告ヲ為スコトヲ要ス

(2) Without delay after the end of each voyage, the ship's captain must settle the accounts of the voyage and request approval from the shipowner, and must report on the accounts to the shipowner at any time upon its request.

第七百二十一条 船舶所有者ハ何時ニテモ船長ヲ解任スルコトヲ得但正当ノ理由ナクシテ之ヲ解任シタルトキハ船長ハ船舶所有者ニ対シ解任ニ因リテ生シタル損害ノ賠償ヲ請求スルコトヲ得

Article 721 (1) A shipowner may dismiss the ship's captain at any time; provided, however, that if the captain is dismissed without a valid reason, the captain may demand compensation from the shipowner for damage arising from the dismissal.

2 船長カ船舶共有者ナル場合ニ於テ其意ニ反シテ解任セラレタルトキハ他ノ共有者ニ対シ相当代価ヲ以テ自己ノ持分ヲ買取ルヘキコトヲ請求スルコトヲ得

(2) If a ship's captain is one of the co-owners of the ship and is subject to involuntary dismissal, the captain may demand that the other co-owners buy out the captain's share at a reasonable price.

3 船長カ前項ノ請求ヲ為サント欲スルトキハ遅滞ナク他ノ共有者又ハ船舶管理人ニ対シテ其通知ヲ発スルコトヲ要ス

(3) If a ship's captain seeks to make the demand referred to in the preceding paragraph, the captain must issue notice of this to the other co-owners or to the ship's husband without delay.

第七百二十二条 削除

Article 722 Deleted

第七百二十三条 削除

Article 723 Deleted

第七百二十四条 削除

Article 724 Deleted

第七百二十五条 削除

Article 725 Deleted

第七百二十六条 削除

Article 726 Deleted

第七百二十七条 削除  
Article 727 Deleted

第七百二十八条 削除  
Article 728 Deleted

第七百二十九条 削除  
Article 729 Deleted

第七百三十条 削除  
Article 730 Deleted

第七百三十一条 削除  
Article 731 Deleted

第七百三十二条 削除  
Article 732 Deleted

第七百三十三条 削除  
Article 733 Deleted

第七百三十四条 削除  
Article 734 Deleted

第七百三十五条 削除  
Article 735 Deleted

第七百三十六条 削除  
Article 736 Deleted

### 第三章 運送

#### Chapter III Transportation

##### 第一節 物品運送

##### Section 1 Freight Transportation

##### 第一款 総則

##### Subsection 1 General Provisions

第七百三十七条 船舶ノ全部又ハ一部ヲ以テ運送契約ノ目的ト為シタルトキハ各当事者  
ハ相手方ノ請求ニ因リ運送契約書ヲ交付スルコトヲ要ス

Article 737 When a transportation contract is entered into involving all or part  
of a Ship, each party must deliver a written transportation contract to the



other party upon request.

第七百三十八条 船舶所有者ハ傭船者又ハ荷送人ニ対シ発航ノ当時船舶カ安全ニ航海ヲ為スニ堪フルコトヲ担保ス

Article 738 A shipowner guarantees to a charterer or a consignor that the Ship is capable of making a safe voyage as of the time of its departure.

第七百三十九条 船舶所有者ハ特約ヲ為シタルトキト雖モ自己ノ過失、船員其他ノ使用人ノ悪意若クハ重大ナル過失又ハ船舶カ航海ニ堪ヘサルニ因リテ生シタル損害ヲ賠償スル責ヲ免ルルコトヲ得ス

Article 739 A shipowner may not be released from the liability to compensate for damage arising from the shipowner's own negligence, from an intentional action or the gross negligence of a mariner or other employee, or from the Ship's not being seaworthy, even if special provisions are made to the contrary.

第七百四十条 法令ニ違反シ又ハ契約ニ依ラスシテ船積シタル運送品ハ船長ニ於テ何時ニテモ之ヲ陸揚シ、若シ船舶又ハ積荷ニ危害ヲ及ホス虞アルトキハ之ヲ放棄スルコトヲ得但船長カ之ヲ運送スルトキハ其船積ノ地及ヒ時ニ於ケル同種ノ運送品ノ最高ノ運送賃ヲ請求スルコトヲ得

Article 740 (1) A ship's captain, at any time, may discharge goods that has been loaded onto the Ship in violation of laws and regulations or not in accordance with the contract, and may abandon such goods if it is likely to harm the Ship or goods being shipped; provided, however, that if the captain transports such goods, the captain may demand the highest freight charges for the same type of goods at the place and time of the loading.

2 前項ノ規定ハ船舶所有者其他ノ利害関係人カ損害賠償ノ請求ヲ為スコトヲ妨ケス  
(2) The provisions of the preceding paragraph do not preclude the shipowner or any other interested person from claiming compensation for damage.

第七百四十一条 船舶ノ全部ヲ以テ運送契約ノ目的ト為シタル場合ニ於テ運送品ヲ船積スルニ必要ナル準備カ整頓シタルトキハ船舶所有者ハ遅滞ナク傭船者ニ対シテ其通知ヲ発スルコトヲ要ス

Article 741 (1) If a transportation contract is entered into involving the whole of a Ship, once the preparations necessary for loading the goods onto the Ship have been made, the shipowner must issue notice of this to the charterer without delay.

2 傭船者カ運送品ヲ船積スヘキ期間ノ定アル場合ニ於テハ其期間ハ前項ノ通知アリタル日ノ翌日ヨリ之ヲ起算ス其期間経過ノ後運送品ヲ船積シタルトキハ船舶所有者ハ特約ナキトキト雖モ相当ノ報酬ヲ請求スルコトヲ得

(2) If the period during which a charterer must load its goods onto the Ship is specified, that period is counted from the day after that on which the notice

referred to in the preceding paragraph is issued. If the goods is loaded onto the Ship after that period has passed, the shipowner may claim reasonable remuneration even if there are no special provisions to that effect.

- 3 前項ノ期間中ニハ不可抗力ニ因リテ船積ヲ為スコト能ハサル日ヲ算入セス  
(3) The period referred to in the preceding paragraph does not include days during which loading of the Ship is impeded due to force majeure.

第七百四十二条 船長カ第三者ヨリ運送品ヲ受取ルヘキ場合ニ於テ其者ヲ確知スルコト能ハサルトキ又ハ其者カ運送品ヲ船積セサルトキハ船長ハ直チニ傭船者ニ対シテ其通知ヲ發スルコトヲ要ス此場合ニ於テハ船積期間内ニ限り傭船者ニ於テ運送品ヲ船積スルコトヲ得

Article 742 If a ship's captain is to receive goods from a third party, but the identity of that party cannot be ascertained or that party does not load the goods onto the ship, the captain must immediately issue notice of this to the charterer. In such a case, the charterer may load the goods onto the Ship only within the period for loading the Ship.

第七百四十三条 傭船者ハ運送品ノ全部ヲ船積セサルトキト雖モ船長ニ対シテ発航ノ請求ヲ為スコトヲ得

Article 743 (1) A charterer may lodge a request with the ship's captain for the Ship to depart even if not all of the goods are loaded onto the Ship.

2 傭船者カ前項ノ請求ヲ為シタルトキハ運送賃ノ全額ノ外運送品ノ全部ヲ船積セサルニ因リテ生シタル費用ヲ支払ヒ尚ホ船舶所有者ノ請求アルトキハ相当ノ担保ヲ供スルコトヲ要ス

- (2) If a charterer lodges a request as referred to in the preceding paragraph, it must pay the full amount of freight charges and any costs arising from the fact that not all of the goods are loaded onto the Ship, and must also provide reasonable collateral if requested to do so by the shipowner.

第七百四十四条 船積期間経過ノ後ハ傭船者カ運送品ノ全部ヲ船積セサルトキト雖モ船長ハ直チニ発航ヲ為スコトヲ得

Article 744 (1) After the period for loading the Ship has passed, a ship's captain may immediately cause the Ship to depart even if not all of the goods are loaded onto the Ship.

2 前条第二項ノ規定ハ前項ノ場合ニ之ヲ準用ス

- (2) The provisions of paragraph (2) of the preceding Article apply mutatis mutandis to a case referred to in the preceding paragraph.

第七百四十五条 発航前ニ於テハ傭船者ハ運送賃ノ半額ヲ支払ヒテ契約ノ解除ヲ為スコトヲ得

Article 745 (1) Before a ship's departure, the charterer may cancel the contract

by paying half of the freight charges.

2 往復航海ヲ為スヘキ場合ニ於テ傭船者カ其帰航ノ発航前ニ契約ノ解除ヲ為シタルトキハ運送賃ノ三分ノ二ヲ支払フコトヲ要ス他港ヨリ船積港ニ航行スヘキ場合ニ於テ傭船者カ其船積港ヲ発スル前ニ契約ノ解除ヲ為シタルトキ亦同シ

(2) In the case of a round-trip voyage, if the charterer cancels the contract before the ship's departure on the return voyage, it must pay two-thirds of the freight charges. The same applies if the Ship must navigate to the port of loading from another port and the charterer cancels the contract before the Ship departs from the port of loading.

3 運送品ノ全部又ハ一部ヲ船積シタル後前二項ノ規定ニ従ヒテ契約ノ解除ヲ為シタルトキハ其船積及ヒ陸揚ノ費用ハ傭船者之ヲ負担ス

(3) If a charterer cancels the contract pursuant to the provisions of the preceding two paragraphs after the goods have been loaded onto the Ship in whole or in part, it bears the costs of loading and discharging the goods.

4 傭船者カ船積期間内ニ運送品ノ船積ヲ為ササリシトキハ契約ノ解除ヲ為シタルモノト看做ス

(4) If a charterer fails to load goods onto the Ship during the period for loading, it is deemed to cancel the contract.

第七百四十六条 傭船者カ前条ノ規定ニ従ヒテ契約ノ解除ヲ為シタルトキト雖モ附随ノ費用及ヒ立替金ヲ支払フ責ヲ免ルルコトヲ得ス

Article 746 (1) Even if a charterer cancels a contract pursuant to the provisions of the preceding Article, it may not be released from the liability to pay ancillary costs and monies paid by another person on its behalf.

2 前条第二項ノ場合ニ於テハ傭船者ハ前項ニ掲ケタルモノノ外運送品ノ価格ニ応シ共同海損又ハ救助ノ為メ負担スヘキ金額ヲ支払フコトヲ要ス

(2) In the case referred to in paragraph (2) of the preceding Article, the charterer must pay the amount that it would bear in terms of general average or salvage, in proportion to the value of the goods, in addition to the ancillary costs and payments referred to in the preceding paragraph.

第七百四十七条 発航後ニ於テハ傭船者ハ運送賃ノ全額ヲ支払フ外第七百五十三条第一項ニ定メタル債務ヲ弁済シ且陸揚ノ為メニ生スヘキ損害ヲ賠償シ又ハ相当ノ担保ヲ供スルニ非サレハ契約ノ解除ヲ為スコトヲ得ス

Article 747 After a ship's departure, the charterer may not cancel the contract unless it performs the obligations prescribed in Article 753, paragraph (1) in addition to paying the full amount of the freight charges, and unless it compensates for damage arising from the discharging or provides reasonable collateral.

第七百四十八条 船舶ノ一部ヲ以テ運送契約ノ目的ト為シタル場合ニ於テ傭船者カ他ノ

傭船者及ヒ荷送人ト共同セスシテ発航前ニ契約ノ解除ヲ為シタルトキハ運送賃ノ全額ヲ支払フコトヲ要ス但船舶所有者カ他ノ運送品ヨリ得タル運送賃ハ之ヲ控除ス

Article 748 (1) If a transportation contract is entered into involving part of a Ship, and a charterer cancels the contract before departure independently from other charterers and consignors, it must pay the full amount of freight charges; provided, however, that freight charges that the shipowner receives because of other goods are deducted.

2 発航前ト雖モ傭船者カ既ニ運送品ノ全部又ハ一部ヲ船積シタルトキハ他ノ傭船者及ヒ荷送人ノ同意ヲ得ルニ非サレハ契約ノ解除ヲ為スコトヲ得ス

(2) Even before a ship's departure, if a charterer has already loaded goods onto the Ship in whole or in part, it may not cancel the contract without the consent of the other charterers and consignors.

3 前七条ノ規定ハ船舶ノ一部ヲ以テ運送契約ノ目的ト為シタル場合ニ之ヲ準用ス

(3) The provisions of the preceding seven Articles apply mutatis mutandis if a transportation contract is entered into involving part of a Ship.

第七百四十九条 箇箇ノ運送品ヲ以テ運送契約ノ目的ト為シタルトキハ荷送人ハ船長ノ指図ニ従ヒ遅滞ナク運送品ヲ船積スルコトヲ要ス

Article 749 (1) If a transportation contract is entered into involving individual pieces of goods, the consignor must load the goods onto the Ship according to the captain's instructions without delay.

2 荷送人カ運送品ノ船積ヲ怠リタルトキハ船長ハ直チニ発航ヲ為スコトヲ得此場合ニ於テハ荷送人ハ運送賃ノ全額ヲ支払フコトヲ要ス但船舶所有者カ他ノ運送品ヨリ得タル運送賃ハ之ヲ控除ス

(2) If a consignor neglects to load goods onto a Ship, the captain may cause the Ship to depart immediately. In such a case, the consignor must pay the full amount of the freight charges; provided, however, that freight charges that the shipowner receives because of other goods are deducted.

第七百五十条 第七百四十八条ノ規定ハ荷送人カ契約ノ解除ヲ為ス場合ニ之ヲ準用ス

Article 750 The provisions of Article 748 apply mutatis mutandis if a consignor cancels a contract.

第七百五十一条 傭船者又ハ荷送人ハ船積期間内ニ運送ニ必要ナル書類ヲ船長ニ交付スルコトヲ要ス

Article 751 A charterer or consignor must deliver the documents necessary for transportation to the ship's captain within the period for loading the Ship.

第七百五十二条 船舶ノ全部又ハ一部ヲ以テ運送契約ノ目的ト為シタル場合ニ於テ運送品ヲ陸揚スルニ必要ナル準備カ整頓シタルトキハ船長ハ遅滞ナク荷受人ニ対シテ其通知ヲ発スルコトヲ要ス

Article 752 (1) If a transportation contract is entered into involving the whole or part of a Ship and the preparations necessary for discharging the goods have been made, the ship's captain must issue notice of this to the consignees without delay.

2 運送品ヲ陸揚スヘキ期間ノ定アル場合ニ於テハ其期間ハ前項ノ通知アリタル日ノ翌日ヨリ之ヲ起算ス其期間経過ノ後運送品ヲ陸揚シタルトキハ船舶所有者ハ特約ナキトキト雖モ相当ノ報酬ヲ請求スルコトヲ得

(2) If the period during which goods must be discharged is specified, that period is counted from the day after that on which the notice referred to in the preceding paragraph is issued. If the goods are discharged after that period has passed, the shipowner may claim reasonable remuneration even if there are no special provisions to that effect.

3 前項ノ期間中ニハ不可抗力ニ因リテ陸揚ヲ為スコト能ハサル日ヲ算入セス

(3) The period referred to in the preceding paragraph does not include days during which the discharge is impeded due to force majeure.

4 箇箇ノ運送品ヲ以テ運送契約ノ目的ト為シタルトキハ荷受人ハ船長ノ指図ニ従ヒ遲滞ナク運送品ヲ陸揚スルコトヲ要ス

(4) If a transportation contract is entered into involving individual pieces of goods, the consignee must discharge the goods according to the captain's instructions without delay.

第七百五十三条 荷受人カ運送品ヲ受取りタルトキハ運送契約又ハ船荷証券ノ趣旨ニ従ヒ運送賃、附随ノ費用、立替金、碇泊料及ヒ運送品ノ価格ニ応シ共同海損又ハ救助ノ為メ負担スヘキ金額ヲ支払フ義務ヲ負フ

Article 753 (1) Once a consignee receives goods, it bears the obligation to pay, in accordance with the purport of the transportation contract or bill of lading, freight charges, ancillary costs, monies that another person has paid on its behalf, anchorage, and any amount that it must bear in terms of general average or salvage, in proportion to the value of the goods.

2 船長ハ前項ニ定メタル金額ノ支払ト引換ニ非サレハ運送品ヲ引渡スコトヲ要セス

(2) A ship's captain is not required to deliver goods except in exchange for payment of the amount prescribed in the preceding paragraph.

第七百五十四条 荷受人カ運送品ヲ受取ルコトヲ怠リタルトキハ船長ハ之ヲ供託スルコトヲ得此場合ニ於テハ遲滞ナク荷受人ニ対シテ其通知ヲ発スルコトヲ要ス

Article 754 (1) If a consignee neglects to receive goods, the ship's captain may deposit it. In such a case, the captain must issue notice of this to the consignee without delay.

2 荷受人ヲ確知スルコト能ハサルトキ又ハ荷受人カ運送品ヲ受取ルコトヲ拒ミタルトキハ船長ハ運送品ヲ供託スルコトヲ要ス此場合ニ於テハ遲滞ナク傭船者又ハ荷送人ニ対シテ其通知ヲ発スルコトヲ要ス

(2) If the identity of a consignee cannot be ascertained or a consignee refuses to receive goods, the ship's captain must deposit those goods. In such a case, the captain must issue notice of this to the charterer or the consignor without delay.

第七百五十五条 運送品ノ重量又ハ容積ヲ以テ運送賃ヲ定メタルトキハ其額ハ運送品引渡ノ当時ニ於ケル重量又ハ容積ニ依リテ之ヲ定ム

Article 755 If it is agreed that freight charges are to be rated on the basis of the weight or volume of the goods, the amount of those charges is determined based on the weight or volume of the goods at the time of delivery.

第七百五十六条 期間ヲ以テ運送賃ヲ定メタルトキハ其額ハ運送品ノ船積著手ノ日ヨリ其陸揚終了ノ日マテノ期間ニ依リテ之ヲ定ム但船舶カ不可抗力ニ因リ発航港若クハ航海ノ途中ニ於テ碇泊ヲ為スヘキトキ又ハ航海ノ途中ニ於テ船舶ヲ修繕スヘキトキハ其期間ハ之ヲ算入セス第七百四十一条第二項又ハ第七百五十二条第二項ノ場合ニ於テ船積期間又ハ陸揚期間経過ノ後運送品ノ船積又ハ陸揚ヲ為シタル日数亦同シ

Article 756 If it is agreed that freight charges are to be rated on the basis of time, the amount of those charges is determined based on the period of time from the date that the goods started to be loaded onto the Ship until the date that the discharge of the goods was completed; provided, however, that if it is necessary to have the Ship berth in the port of departure or in any port during the voyage due to force majeure, or if it is necessary to make a repair to the Ship during the voyage, the period based on which the charges are determined does not include the period of the berthing or repair. In a case as referred to in Article 741, paragraph (2) or Article 752, paragraph (2), the period based on which the charges are determined does not include the number of days that it takes to load or discharge the goods after the period for loading or discharging has passed.

第七百五十七条 船舶所有者ハ第七百五十三条第一項ニ定メタル金額ノ支払ヲ受クル為メ裁判所ノ許可ヲ得テ運送品ヲ競売スルコトヲ得

Article 757 (1) A shipowner may auction off goods with the permission of the court in order to be paid the amount prescribed in Article 753, paragraph (1).

2 前項ノ許可ニ係ル事件ハ同項ノ運送品ノ所在地ノ地方裁判所之ヲ管轄ス

(2) A case in which a person seeks the permission referred to in the preceding paragraph is subject to the jurisdiction of the district court having jurisdiction over the locality of the goods referred to in that paragraph.

3 船長カ荷受人ニ運送品ヲ引渡シタル後ト雖モ船舶所有者ハ其運送品ノ上ニ権利ヲ行使スルコトヲ得但引渡ノ日ヨリ二週間ヲ経過シタルトキ又ハ第三者カ其占有ヲ取得シタルトキハ此限ニ在ラス

(3) Even after a ship's captain delivers goods to a consignee, the shipowner may

exercise rights over the goods; provided, however, that this does not apply once two weeks have passed since the date of the delivery or once a third party takes possession of the goods.

第七百五十八条 船舶所有者カ前条ニ定メタル権利ヲ行ハサルトキハ傭船者又ハ荷送人ニ対スル請求権ヲ失フ但傭船者又ハ荷送人ハ其受ケタル利益ノ限度ニ於テ償還ヲ為スコトヲ要ス

Article 758 If a shipowner does not exercise the right prescribed in the preceding Article, the shipowner loses the claim against the charterer or consignor; provided, however, that a charterer or consignor must reimburse the shipowner to the extent actually enriched.

第七百五十九条 船舶ノ全部又ハ一部ヲ以テ運送契約ノ目的ト為シタル場合ニ於テ傭船者カ更ニ第三者ト運送契約ヲ為シタルトキハ其契約ノ履行カ船長ノ職務ニ属スル範囲内ニ於テハ船舶所有者ノミ其第三者ニ対シテ履行ノ責ニ任ス

Article 759 If a transportation contract is entered into involving the whole or part of a Ship and the charterer also enters into another transportation contract with a third party, only the shipowner is liable to the third party to perform on those of the obligations under the latter contract which fall within the scope of the captain's duties.

第七百六十条 船舶ノ全部ヲ以テ運送契約ノ目的ト為シタル場合ニ於テハ其契約ハ左ノ事由ニ因リテ終了ス

Article 760 (1) If a transportation contract is entered into involving the whole of a Ship, the contract is terminated due to:

一 船舶ガ沈没シタルコト

(i) the sinking of the Ship;

二 船舶ガ修繕スルコト能ハザルニ至リタルコト

(ii) the Ship's becoming unrepairable;

三 船舶ガ捕獲セラレタルコト

(iii) the Ship's being captured;

四 運送品カ不可抗力ニ因リテ滅失シタルコト

(iv) the goods' being lost due to force majeure.

2 前項第一号乃至第三号ニ掲ケタル事由カ航海中ニ生シタルトキハ傭船者ハ運送ノ割合ニ応シ運送品ノ価格ヲ超エサル限度ニ於テ運送賃ヲ支払フコトヲ要ス

(2) If a circumstance as set forth in item (i) to item (iii) of the preceding paragraph occurs while the Ship is at sea, the charterer must pay freight charges in proportion to transportation completed, to the extent that this payment does not exceed the value of the goods.

第七百六十一条 航海又ハ運送カ法令ニ反スルニ至リタルトキ其他不可抗力ニ因リテ契

約ヲ為シタル目的ヲ達スルコト能ハサルニ至リタルトキハ各当事者ハ契約ノ解除ヲ為スコトヲ得

Article 761 (1) If a voyage or transportation is no longer in compliance with laws and regulations or if it becomes otherwise impossible to accomplish the purpose of a contract due to force majeure, the parties may cancel the contract.

2 前項ニ掲ケタル事由カ発航後ニ生シタル場合ニ於テ契約ノ解除ヲ為シタルトキハ傭船者ハ運送ノ割合ニ応シテ運送賃ヲ支払フコトヲ要ス

(2) If a circumstance as set forth in the preceding paragraph occurs after the ship's departure and the contract is cancelled, the charterer must pay freight charges in proportion to transportation completed.

第七百六十二条 第七百六十条第一項第四号及ヒ前条第一項ニ掲ケタル事由カ運送品ノ一部ニ付テ生シタルトキハ傭船者ハ船舶所有者ノ負担ヲ重カラシメサル範囲内ニ於テ他ノ運送品ヲ船積スルコトヲ得

Article 762 (1) If a circumstance as set forth in Article 760, paragraph (1), item (iv), or paragraph (1) of the preceding Article occurs in connection with any part of the goods, the charterer may load other goods onto the Ship to the extent that doing so will not increase the burden on the shipowner.

2 傭船者カ前項ニ定メタル権利ヲ行ハント欲スルトキハ遅滞ナク運送品ノ陸揚又ハ船積ヲ為スコトヲ要ス若シ其陸揚又ハ船積ヲ怠リタルトキハ運送賃ノ全額ヲ支払フコトヲ要ス

(2) If a charterer seeks to exercise the right prescribed in the preceding paragraph, it must discharge and load goods onto the Ship without delay, and if the charterer neglects to discharge and load the relevant goods, it must pay the full amount of the freight charges.

第七百六十三条 第七百六十条及ヒ第七百六十一条ノ規定ハ船舶ノ一部又ハ箇箇ノ運送品ヲ以テ運送契約ノ目的ト為シタル場合ニ之ヲ準用ス

Article 763 (1) The provisions of Article 760 and Article 761 apply mutatis mutandis if a transportation contract is entered into involving part of a Ship or individual pieces of goods.

2 第七百六十条第一項第四号及ヒ第七百六十一条第一項ニ掲ケタル事由カ運送品ノ一部ニ付テ生シタルトキト雖モ傭船者又ハ荷送人ハ契約ノ解除ヲ為スコトヲ得但運送賃ノ全額ヲ支払フコトヲ要ス

(2) Even if a circumstance set forth in Article 760, paragraph (1), item (iv) or Article 761, paragraph (1) occurs with regard to a part of the goods, the charterer or consignor may cancel the contract; provided, however, that it must pay the full amount of freight charges.

第七百六十四条 船舶所有者ハ左ノ場合ニ於テハ運送賃ノ全額ヲ請求スルコトヲ得

Article 764 A shipowner may demand the full amount of freight charges if:



- 一 船長カ第七百十五條第一項ノ規定ニ從ヒテ積荷ヲ売却又ハ質入シタルトキ  
(i) the captain sells or pledges goods being shipped pursuant to the provisions of Article 715, paragraph (1);
- 二 船長カ第七百十九條ノ規定ニ從ヒテ積荷ヲ航海ノ用ニ供シタルトキ  
(ii) the captain uses goods being shipped for the voyage pursuant to the provisions of Article 719;
- 三 船長カ第七百八十八條ノ規定ニ從ヒテ積荷ヲ処分シタルトキ  
(iii) the captain handles goods being shipped pursuant to the provisions of Article 788.

第七百六十五條 船舶所有者ノ傭船者、荷送人又ハ荷受人ニ對スル債權ハ一年ヲ經過シタルトキハ時効ニ因リテ消滅ス

Article 765 A claim held by a shipowner against a charterer, consignor, or consignee is extinguished by prescription once one year has passed.

第七百六十六條 第五百六十六條、第五百七十六條乃至第五百八十一條及ヒ第五百八十八條ノ規定ハ船舶所有者ニ之ヲ準用ス

Article 766 The provisions of Article 566, Article 576 to Article 581, and Article 588 apply mutatis mutandis to a shipowner.

## 第二款 船荷証券

### Subsection 2 Bills of Lading

第七百六十七條 船長ハ傭船者又ハ荷送人ノ請求ニ因リ運送品ノ船積後遲滞ナク一通又ハ數通ノ船荷証券ヲ交付スルコトヲ要ス

Article 767 At the request of a charterer or consignor, a ship's captain must deliver one or more bills of lading without delay after the loading of the goods onto the Ship.

第七百六十八條 船舶所有者ハ船長以外ノ者ニ船長ニ代ハリテ船荷証券ヲ交付スルコトヲ委任スルコトヲ得

Article 768 A shipowner may entrust a person other than the ship's captain to issue a bill of lading on behalf of the captain.

第七百六十九條 船荷証券ニハ左ノ事項ヲ記載シ船長又ハ之ニ代ハル者署名スルコトヲ要ス

Article 769 A bill of lading must give the following information and bear the signature of the ship's captain or of a person acting on the captain's behalf:

- 一 船舶ノ名称及ヒ国籍  
(i) the name and nationality of the Ship;
- 二 船長カ船荷証券ヲ作ラサルトキハ船長ノ氏名

(ii) the name of the ship's captain, if the captain is not the person preparing the bill of lading;

三 運送品ノ種類、重量若クハ容積及ヒ其荷造ノ種類、箇数並ニ記号

(iii) the type and weight or volume of the goods, the type of packaging, the number of packages, and the marks;

四 傭船者又ハ荷送人ノ氏名又ハ商号

(iv) the name or trade name of the charterer or the consignor;

五 荷受人ノ氏名若クハ商号

(v) the name or trade name of the consignee;

六 船積港

(vi) the port of loading the ship;

七 陸揚港但発航後傭船者又ハ荷送人カ陸揚港ヲ指定スヘキトキハ其之ヲ指定スヘキ港

(vii) the port of discharge, or if the charterer or the consignor is to designate the port of discharge after departure, the ports from among which it must be designated;

八 運送賃

(viii) the freight charges;

九 数通ノ船荷証券ヲ作りタルトキハ其員数

(ix) the number of bills of lading, if more than one is prepared;

十 船荷証券ノ作成地及ヒ其作成ノ年月日

(x) the places and dates of preparation of the bills of lading.

第七百七十条 傭船者又ハ荷送人ハ船長又ハ之ニ代ハル者ノ請求ニ因リ船荷証券ノ謄本ニ署名シテ之ヲ交付スルコトヲ要ス

Article 770 At the request of a ship's captain or the person acting on the captain's behalf, a charterer or consignor must sign a copy of the bill of lading and deliver the signed copy to the captain or person.

第七百七十一条 陸揚港ニ於テハ船長ハ数通ノ船荷証券中ノ一通ノ所持人カ運送品ノ引渡ヲ請求シタルトキト雖モ其引渡ヲ拒ムコトヲ得ス

Article 771 At the port of discharge, the ship's captain may not refuse to deliver goods even if only one of the holders of bills of lading demands its delivery.

第七百七十二条 陸揚港外ニ於テハ船長ハ船荷証券ノ各通ノ返還ヲ受クルニ非サレハ運送品ヲ引渡スコトヲ得ス

Article 772 Outside the port of discharge, a ship's captain may not deliver goods unless all of the bills of lading are returned thereto.

第七百七十三条 二人以上ノ船荷証券所持人カ運送品ノ引渡ヲ請求シタルトキハ船長ハ遅滞ナク運送品ヲ供託シ且請求ヲ為シタル各所持人ニ対シテ其通知ヲ発スルコトヲ要ス

ス船長カ第七百七十一条ノ規定ニ依リテ運送品ノ一部ヲ引渡シタル後他ノ所持人カ運送品ノ引渡ヲ請求シタル場合ニ於テ其残部ニ付キ亦同シ

**Article 773** If two or more holders of bills of lading demand the delivery of goods, the ship's captain must deposit the goods without delay and issue notice of this to each holder. If the captain delivers part of the goods pursuant to the provisions of Article 771 to one of the holders and then another holder demands delivery of the goods, the captain must also deposit the remaining part of the goods and issue notice of this.

第七百七十四条 二人以上ノ船荷証券所持人アル場合ニ於テ其一人カ他ノ所持人ニ先チテ船長ヨリ運送品ノ引渡ヲ受ケタルトキハ他ノ所持人ノ船荷証券ハ其効力ヲ失フ

**Article 774** If there are two or more holders of bills of lading and one of the holders is delivered goods by the ship's captain before the other holders, the bills of lading held by the other holders cease to be valid.

第七百七十五条 二人以上ノ船荷証券所持人アル場合ニ於テ船長カ未タ運送品ノ引渡ヲ為ササルトキハ原所持人カ最モ先ニ發送シ又ハ引渡シタル証券ヲ所持スル者他ノ所持人ニ先チテ其権利ヲ行フ

**Article 775** If there are two or more holders of bills of lading and the ship's captain has yet to deliver the goods, the person holding the first bill that has been sent or delivered by the original holder exercises the rights of a holder prior to the other holders.

第七百七十六条 第五百七十二条乃至第五百七十五条及ヒ第五百八十四条ノ規定ハ船荷証券ニ之ヲ準用ス

**Article 776** The provisions of Article 572 to Article 575, and Article 584 apply mutatis mutandis to a bill of lading.

## 第二節 旅客運送

### Section 2 Passenger Transportation

第七百七十七条 記名ノ乗船切符ハ之ヲ他人ニ譲渡スコトヲ得ス

**Article 777** A registered boarding ticket may not be transferred to another person.

第七百七十八条 旅客ノ航海中ノ食料ハ船舶所有者ノ負担トス

**Article 778** It is a shipowner's responsibility to have food for the passengers while the Ship is at sea.

第七百七十九条 旅客カ契約ニ依リ船中ニ携帯スルコトヲ得ル手荷物ニ付テハ船舶所有者ハ特約アルニ非サレハ別ニ運送賃ヲ請求スルコトヲ得ス

Article 779 A shipowner may not demand additional freight charges for baggage that passengers may carry on board the Ship pursuant to the contract, unless there are special provisions to the contrary.

第七百八十条 旅客カ乗船時期マテニ船舶ニ乗込マサルトキハ船長ハ発航ヲ為シ又ハ航海ヲ継続スルコトヲ得此場合ニ於テハ旅客ハ運送賃ノ全額ヲ支払フコトヲ要ス

Article 780 If a passenger does not board a Ship by the boarding time, the ship's captain may cause the Ship to depart or continue the voyage without the passenger. In such a case, the passenger must pay the full amount of freight charges.

第七百八十一条 発航前ニ於テハ旅客ハ運送賃ノ半額ヲ支払ヒテ契約ノ解除ヲ為スコトヲ得

Article 781 (1) Before the departure of a Ship, a passenger may cancel the contract by paying half of the freight charges.

2 発航後ニ於テハ旅客ハ運送賃ノ全額ヲ支払フニ非サレハ契約ノ解除ヲ為スコトヲ得ス

(2) After the departure of a Ship, no passenger may cancel the contract without paying the full amount of freight charges.

第七百八十二条 旅客カ発航前ニ死亡、疾病其他一身ニ関スル不可抗力ニ因リテ航海ヲ為スコト能ハサルニ至リタルトキハ船舶所有者ハ運送賃ノ四分ノ一ヲ請求スルコトヲ得

Article 782 (1) If a passenger becomes unable to make a voyage due to death, injury, illness, or any other event of force majeure in relation to the passenger prior to the departure of the Ship, the shipowner may claim one-fourth of the freight charges.

2 前項ニ掲ケタル事由カ発航後ニ生シタルトキハ船舶所有者ハ其選択ニ従ヒ運送賃ノ四分ノ一ヲ請求シ又ハ運送ノ割合ニ応シテ運送賃ヲ請求スルコトヲ得

(2) If any of the events set forth in the preceding paragraph occurs after the departure of the Ship, a shipowner, at its own discretion, may claim one-fourth of the freight charges or claim freight charges in proportion to transportation completed.

第七百八十三条 航海ノ途中ニ於テ船舶ヲ修繕スヘキトキハ船舶所有者ハ其修繕中旅客ニ相当ノ住居及ヒ食料ヲ供スルコトヲ要ス但旅客ノ権利ヲ害セサル範囲内ニ於テ他ノ船舶ヲ以テ上陸港マテ旅客ヲ運送スルコトヲ提供シタルトキハ此限ニ在ラス

Article 783 If it is necessary to make a repair to a Ship during a voyage, the shipowner must provide passengers with reasonable accommodation and food while the repair is being made; provided, however, that this does not apply if the shipowner provides passengers with another Ship to transport them to the

port of landing, to the extent that so transporting them does not infringe their rights.

第七百八十四条 旅客運送契約ハ第七百六十条第一項第一号乃至第三号ニ掲ケタル事由ニ因リテ終了ス若シ其事由カ航海中ニ生シタルトキハ旅客ハ運送ノ割合ニ応シテ運送賃ヲ支払フコトヲ要ス

Article 784 Passenger transportation contracts are terminated upon the occurrence of a circumstance as set forth in Article 760, paragraph (1), item (i) to item (iii). If the circumstance occurs during the voyage, passengers must pay freight charges in proportion to transportation completed.

第七百八十五条 旅客カ死亡シタルトキハ船長ハ最モ其相続人ノ利益ニ適スヘキ方法ニ依リテ其船中ニ在ル手荷物ノ処分ヲ為スコトヲ要ス

Article 785 In the event of the death of a passenger, the ship's captain must handle any baggage of the passenger's that is on board the Ship in the way that is considered to be in the best interests of the heirs.

第七百八十六条 第五百九十条、第五百九十一条第一項、第五百九十二条、第七百三十八条、第七百三十九条、第七百六十一条及ヒ第七百六十五条ノ規定ハ海上ノ旅客運送ニ之ヲ準用ス

Article 786 (1) The provisions of Article 590, Article 591, paragraph (1), Article 592, Article 738, Article 739, Article 761, and Article 765 apply mutatis mutandis to the transportation of passengers by sea.

2 第七百四十条及ヒ第七百六十四条ノ規定ハ旅客ノ手荷物ニ之ヲ準用ス

(2) The provisions of Article 740 and Article 764 apply mutatis mutandis to the baggage of passengers.

第七百八十七条 旅客運送ヲ為ス為メ船舶ノ全部又ハ一部ヲ以テ運送契約ノ目的ト為シタル場合ニ於テハ船舶所有者ト傭船者トノ關係ニ付テハ前節第一款ノ規定ヲ準用ス

Article 787 If a transportation contract is entered into involving the whole or part of a Ship for the purpose of providing passenger transportation, the provisions of Subsection 1 of the preceding Section apply mutatis mutandis to the relationship between the shipowner and the charterer.

#### 第四章 海損

#### Chapter IV Averages

第七百八十八条 船長カ船舶及ヒ積荷ヲシテ共同ノ危険ヲ免レシムル為メ船舶又ハ積荷ニ付キ為シタル処分ニ因リテ生シタル損害及ヒ費用ハ之ヲ共同海損トス

Article 788 (1) Damage and costs arising from the handling of a Ship or goods being shipped which the captain undertakes to avoid common peril to the Ship

or the goods being shipped constitute general average.

2 前項ノ規定ハ危険カ過失ニ因リテ生シタル場合ニ於テ利害關係人ノ過失者ニ対スル求償ヲ妨ケス

(2) In the event of peril caused by negligence, the provisions of the preceding paragraph do not preclude an interested person from filing a claim for recovery against the negligent party.

第七百八十九条 共同海損ハ之ニ因リテ保存スルコトヲ得タル船舶又ハ積荷ノ価格ト運送賃ノ半額ト共同海損タル損害ノ額トノ割合ニ応シテ各利害關係人之ヲ分担ス

Article 789 Each interested person contributes in general average in proportion to the ratios of their shares of the value of the Ship and of the goods being shipped that have been successfully saved to their shares of half of the freight charges to their shares of the amount of damage constituting general average.

第七百九十条 共同海損ノ分担額ニ付テハ船舶ノ価格ハ到達ノ地及ヒ時ニ於ケル価格トシ積荷ノ価格ハ陸揚ノ地及ヒ時ニ於ケル価格トス但積荷ニ付テハ其価格中ヨリ滅失ノ場合ニ於テ支払フコトヲ要セサル運送賃其他ノ費用ヲ控除スルコトヲ要ス

Article 790 In determining the amount of the general average contribution, the value of the Ship is its value at the place and time of its arrival and the value of the goods being shipped is their value at the place and time of their discharge; provided, however, that any freight charges and other costs that are not required to be paid in the event of the loss of goods being shipped is deducted from the value of the goods being shipped.

第七百九十一条 前二条ノ規定ニ依リ共同海損ヲ分担スヘキ者ハ船舶ノ到達又ハ積荷ノ引渡ノ時ニ於テ現存スル価額ノ限度ニ於テノミ其責ニ任ス

Article 791 Persons that must contribute in general average pursuant to the provisions of the preceding two Articles are liable to do so only up to the value actually existing at the time of the Ship's arrival or the delivery of the goods being shipped.

第七百九十二条 船舶ニ備附ケタル武器、船員ノ給料、船員及ヒ旅客ノ食料並ニ衣類ハ共同海損ノ分担ニ付キ其価額ヲ算入セス但此等ノ物ニ加ヘタル損害ハ他ノ利害關係人之ヲ分担ス

Article 792 The value of any weapons, salaries for the mariners, and food and clothing for the mariners and passengers that are kept on a Ship is not included in the amount of general average contributions; provided, however, that damage caused by an interested person to any such item is borne by the other interested persons.

第七百九十三条 船荷証券其他積荷ノ価格ヲ評定スルニ足ルヘキ書類ナクシテ船積シタ

ル荷物又ハ属具目録ニ記載セサル属具ニ加ヘタル損害ハ利害関係人ニ於テ之ヲ分担スルコトヲ要セス

Article 793 (1) Interested persons are not required to share liability for damage caused to goods loaded without a bill of lading or other document by which the value of the goods being shipped can be estimated, or to equipment not recorded in the equipment inventory.

2 甲板ニ積込ミタル荷物ニ加ヘタル損害亦同シ但沿岸ノ小航海ニ在リテハ此限ニ在ラス

(2) The provisions of the preceding paragraph also apply to damage caused to goods loaded on deck; provided, however, that this does not apply in the case of a short voyage on a coastal route.

3 前二項ニ掲ケタル積荷ノ利害関係人ト雖モ共同海損ヲ分担スル責ヲ免ルルコトヲ得ス

(3) Even a person with an interest in goods being shipped as set forth in the preceding two paragraphs may not be released from the liability to contribute in general average.

第七百九十四条 共同海損タル損害ノ額ハ到達ノ地及ヒ時ニ於ケル船舶ノ価格又ハ陸揚ノ地及ヒ時ニ於ケル積荷ノ価格ニ依リテ之ヲ定ム但積荷ニ付テハ其滅失又ハ毀損ノ為メ支払フコトヲ要セサリシ一切ノ費用ヲ控除スルコトヲ要ス

Article 794 (1) The amount of damage constituting general average is determined based on the value of the Ship at the place and time of its arrival and the value of the goods being shipped at the place and time of their discharge; provided, however, that all costs not required to be paid in the event of loss or damage to the goods being shipped must be deducted from the value of the goods being shipped.

2 第五百七十八条ノ規定ハ共同海損ノ場合ニ之ヲ準用ス

(2) The provisions of Article 578 apply mutatis mutandis to general average.

第七百九十五条 船荷証券其他積荷ノ価格ヲ評定スルニ足ルヘキ書類ニ積荷ノ実価ヨリ低キ価額ヲ記載シタルトキハ其積荷ニ加ヘタル損害ノ額ハ其記載シタル価額ニ依リテ之ヲ定ム

Article 795 (1) If the value of goods being shipped as indicated in a bill of lading or any other document by which the value of the goods being shipped can be estimated is lower than the real value of the goods being shipped, the amount of damage caused to the goods being shipped is determined based on the value indicated in the bill or document.

2 積荷ノ実価ヨリ高キ価額ヲ記載シタルトキハ其積荷ノ利害関係人ハ其記載シタル価額ニ応シテ共同海損ヲ分担ス

(2) If the indicated value of goods being shipped is higher than their real value, persons with an interest in the goods being shipped contribute in general

average based on the indicated value.

3 前二項ノ規定ハ積荷ノ価格ニ影響ヲ及ホスヘキ事項ニ付キ虚偽ノ記載ヲ為シタル場合ニ之ヲ準用ス

(3) The provisions of the preceding two paragraphs apply mutatis mutandis if a false indication is given with regard to information that may affect the value of the goods being shipped.

第七百九十六条 第七百八十九条ノ規定ニ依リテ利害関係人カ共同海損ヲ分担シタル後船舶、其属具若クハ積荷ノ全部又ハ一部カ其所有者ニ復シタルトキハ其所有者ハ償金中ヨリ救助料及ヒ一部滅失又ハ毀損ニ因リテ生シタル損害ノ額ヲ控除シタルモノヲ返還スルコトヲ要ス

Article 796 If, after interested persons have contributed in general average pursuant to the provisions of Article 789, the whole or part of the Ship, its equipment or the goods being shipped are returned to the owner, that owner must return the compensation, after deducting the amount of the salvage charges and the amount of damages arising from the partial loss or damage to the property.

第七百九十七条 船舶カ双方ノ船員ノ過失ニ因リテ衝突シタル場合ニ於テ双方ノ過失ノ輕重ヲ判定スルコト能ハサルトキハ其衝突ニ因リテ生シタル損害ハ各船舶ノ所有者平分シテ之ヲ負担ス

Article 797 If two Ships collide with each other due to the negligence of the mariners of both Ships, and it is impossible to determine which Ship was more seriously negligent, both shipowners bear the damage arising from the collision equally.

第七百九十八条 共同海損又ハ船舶ノ衝突ニ因リテ生シタル債権ハ一年ヲ経過シタルトキハ時効ニ因リテ消滅ス

Article 798 (1) A claim arising in general average or from the collision of Ships is extinguished by prescription once one year has passed.

2 前項ノ期間ハ共同海損ニ付テハ其計算終了ノ時ヨリ之ヲ起算ス

(2) In the case of general average, the period set forth in the preceding paragraph is counted from the time of the completed settlement of the account.

第七百九十九条 本章ノ規定ハ船舶カ不可抗力ニ因リ発航港又ハ航海ノ途中ニ於テ碇泊ヲ為ス為メニ要スル費用ニ之ヲ準用ス

Article 799 The provisions of this Chapter apply mutatis mutandis to the costs required to have a Ship berth in the port of departure or in any other port during a voyage due to force majeure.

## 第五章 海難救助



## Chapter V Marine Salvage

第八百条 船舶又ハ積荷ノ全部又ハ一部カ海難ニ遭遇セル場合ニ於テ義務ナクシテ之ヲ救助シタル者ハ其結果ニ対シテ相当ノ救助料ヲ請求スルコトヲ得

Article 800 If the whole or part of a Ship or the goods being shipped are involved in a marine accident, a person that has salvaged these without being obliged do so may claim reasonable salvage charges commensurate with the results of the salvage.

第八百一条 救助料ニ付キ特約ナキ場合ニ於テ其額ニ付キ争アルトキハ危険ノ程度、救助ノ結果、救助ノ為メニ要シタル労力及ヒ費用其他一切ノ事情ヲ斟酌シテ裁判所之ヲ定ム

Article 801 If there are no special provisions on salvage charges and a dispute arises over their amount, the court determines the amount of salvage charges, taking into consideration the degree of risk, the results of the salvage, the labor and costs incurred in the salvage, and all other circumstances.

第八百二条 海難ニ際シ契約ヲ以テ救助料ヲ定メタル場合ニ於テ其額カ著シク不相当ナルトキハ当事者ハ其増加又ハ減少ヲ請求スルコトヲ得此場合ニ於テハ前条ノ規定ヲ準用ス

Article 802 If the salvage charges for a marine accident are specified by a contract but their amount turns out to be extremely inadequate or unreasonable, a party to the contract may demand an increase or reduction. In such a case, the provisions of the preceding Article apply mutatis mutandis.

第八百三条 救助料ノ額ハ特約ナキトキハ救助セラレタル物ノ価額ニ超ユルコトヲ得ス  
Article 803 (1) Unless there are special provisions to the contrary, the amount of salvage charges may not exceed the value of the property salvaged.

2 先順位ノ先取特権アルトキハ救助料ノ額ハ先取特権者ノ債権額ヲ控除シタル残額ニ超ユルコトヲ得ス

(2) If there is a statutory lien with a prior rank, the amount of salvage charges may not exceed the amount remaining after the amount of the claim held by the holder of the statutory lien is deducted from the value of the salvaged property.

第八百四条 数人カ共同シテ救助ヲ為シタル場合ニ於テ救助料分配ノ割合ニ付テハ第八百一条ノ規定ヲ準用ス

Article 804 (1) If two or more persons carry out a salvage, the provisions of Article 801 apply mutatis mutandis to the ratio of the distribution of the salvage charges.

2 人命ノ救助ニ従事シタル者モ亦前項ノ規定ニ従ヒテ救助料ノ分配ヲ受クルコトヲ得

(2) A person engaged in saving human lives may also be distributed salvage charges pursuant to the provisions of the preceding paragraph.

第八百五条 救助ニ従事シタル船舶カ汽船ナルトキハ救助料ノ三分ノ二、帆船ナルトキハ其二分ノ一ヲ船舶所有者ニ支払ヒ其残額ハ折半シテ之ヲ船長及ヒ海員ニ支払フコトヲ要ス

Article 805 (1) The owner of a ship engaged in salvage must be paid two-thirds of the salvage charges if the Ship is a steamship, or half of the salvage charges if the Ship is a sailing ship, and the remaining amount is divided into halves, of which one half must be paid to the captain and the other to the mariners.

2 前項ノ規定ニ依リテ海員ニ支払フヘキ金額ノ分配ハ船長之ヲ行フ此場合ニ於テハ前条ノ規定ヲ準用ス

(2) The amount to be paid to the mariners pursuant to the provisions of the preceding paragraph is distributed to them by the captain. In such a case, the provisions of the preceding Article apply mutatis mutandis.

3 前二項ノ規定ニ反スル契約ハ無効トス

(3) A contract that is incompatible with the provisions of the preceding two paragraphs is void.

第八百六条 船長カ前条第二項ノ規定ニ依リ救助料ノ分配ヲ為スニハ航海ヲ終ハルマテニ分配案ヲ作り之ヲ海員ニ告示スルコトヲ要ス

Article 806 To distribute salvage charges pursuant to the provisions of paragraph (2) of the preceding Article, the ship's captain must prepare a distribution plan and give public notice of it to the mariners by the end of the voyage.

第八百七条 海員カ前条ノ分配案ニ対シテ異議ノ申立ヲ為サントスルトキハ其告示アリタル後異議ノ申立ヲ為スコトヲ得ル最初ノ港ノ管海官庁ニ之ヲ為スコトヲ要ス

Article 807 (1) If a mariner seeks to object to the distribution plan referred to in the preceding Article, the mariner must file an objection with the maritime authorities of the first port at which it is possible to file an objection after public notice of the plan has been given.

2 管海官庁ハ異議ヲ理由アリトスルトキハ分配案ヲ更正スルコトヲ得

(2) If maritime authorities find there to be grounds for an objection, they may correct the distribution plan.

3 船長ハ異議ノ落著前ニハ救助料ノ支払ヲ為スコトヲ得ス

(3) A ship's captain may not pay the salvage charges until objections are settled.

第八百八条 船長カ分配案ノ作成ヲ怠リタルトキハ管海官庁ハ海員ノ請求ニ因リ船長ニ対シテ分配案ノ作成ヲ命スルコトヲ得

Article 808 (1) If a ship's captain neglects to prepare a distribution plan, the

maritime authorities may order the captain to prepare a distribution plan, at the request of a mariner.

2 船長カ前項ノ命令ニ従ハサルトキハ管海官庁ハ分配案ヲ作ルコトヲ得

(2) If the captain disobeys an order as referred to in the preceding paragraph, the maritime authorities may prepare a distribution plan.

第八百九条 左ノ場合ニ於テハ救助者ハ救助料ヲ請求スルコトヲ得ス

Article 809 A salvager may not claim salvage charges if:

一 故意又ハ過失ニ因リテ海難ヲ惹起シタルトキ

(i) the salvager provoked the marine accident intentionally or through negligence;

二 正当ノ事由ニ因リテ救助ヲ拒マレタルニ拘ハラズ強ヒテ之ニ従事シタルトキ

(ii) the salvager unnecessarily and arbitrarily engages in salvage despite being turned away for legitimate reasons;

三 救助シタル物品ヲ隠匿シ又ハ濫ニ之ヲ処分シタルトキ

(iii) the salvager conceals salvaged property or uses or disposes of it without good reason.

第八百十条 救助者ハ其債権ニ付キ救助シタル積荷ノ上ニ先取特権ヲ有ス

Article 810 (1) A salvager, in connection with its claim, holds a statutory lien over goods being shipped that have been salvaged.

2 前項ノ先取特権ニハ船舶債権者ノ先取特権ニ関スル規定ヲ準用ス

(2) The provisions on statutory liens held by a ship's creditors apply mutatis mutandis to a statutory lien as referred to in the preceding paragraph.

第八百十一条 船長ハ救助料ノ債務者ニ代ハリテ其支払ニ関スル一切ノ裁判上又ハ裁判外ノ行為ヲ為ス権限ヲ有ス

Article 811 (1) A ship's captain has the authority to take all actions in and out of court in connection with the payment of salvage charges on behalf of the obligor of those charges.

2 救助料ニ関スル訴ニ於テハ船長ハ自ラ原告又ハ被告ト為ルコトヲ得但其訴ニ付キ言渡シタル判決ハ救助料ノ債務者ニ対シテモ其効力ヲ有ス

(2) In an action involving salvage charges, the captain may stand as a plaintiff or defendant; provided, however, that a judgment rendered in such an action is also valid against the obligor of the salvage charges.

第八百十二条 積荷ノ所有者ハ救助セラレタル物ヲ以テ救助料ヲ支払フ義務ヲ負フ

Article 812 The owner of goods being shipped is liable to pay salvage charges for salvaged property.

第八百十三条 積荷ノ上ニ存スル先取特権ハ債務者カ其積荷ヲ第三取得者ニ引渡シタル

後ハ其積荷ニ付キ之ヲ行フコトヲ得ス

Article 813 A statutory lien over goods being shipped may not be exercised after the obligor delivers them to a third party acquirer.

第八百十四条 救助料ノ請求權ハ救助ヲ為シタル時ヨリ一年ヲ経過シタルトキハ時効ニ因リテ消滅ス

Article 814 A claim for salvage charges is extinguished by prescription once one year has passed since the salvage.

## 第六章 保険

### Chapter VI Insurance

第八百十五条 海上保険契約ハ航海ニ関スル事故ニ因リテ生スルコトアルヘキ損害ノ填補ヲ以テ其目的トス

Article 815 (1) The purpose of a marine insurance policy is to compensate for damage arising from an accident relating to a voyage.

2 海上保険契約ニハ本章ニ別段ノ定アル場合ヲ除ク外保険法（平成二十年法律第五十六号）第二章第一節乃至第四節及ビ第六節並ニ第五章ノ規定ヲ適用ス

(2) Unless otherwise provided for in this Chapter, the provisions of Chapter II, Section 1 to 4 and 6, and Chapter V of the Insurance Act (Act No. 56 of 2008) apply to marine insurance policies.

第八百十六条 保険者ハ本章又ハ保険契約ニ別段ノ定アル場合ヲ除ク外保険期間中保険ノ目的ニ付キ航海ニ関スル事故ニ因リテ生シタル一切ノ損害ヲ填補スル責ニ任ス

Article 816 Unless otherwise provided for in this Chapter or in an insurance policy, the insurer is liable to compensate for all damage arising from accidents relating to voyages that occur to the insured property during the coverage period.

第八百十七条 保険者ハ被保険者カ支払フヘキ共同海損ノ分担額ヲ填補スル責ニ任ス但保険価額ノ一部ヲ保険ニ付シタル場合ニ於テハ保険者ノ負担ハ保険金額ノ保険価額ニ対スル割合ニ依リテ之ヲ定ム

Article 817 An insurer is liable to compensate for a general average contribution payable by an insured; provided, however, that if the insurable value is partially covered by insurance, the insurer's liability is determined based on the ratio of the insured amount to the insurable value.

第八百十八条 船舶ノ保険ニ付テハ保険者ノ責任カ始マル時ニ於ケル其価額ヲ以テ保険価額トス

Article 818 In the case of insurance for a ship, the value of the Ship as of the time that the insurer's liability commences constitutes the insurable value.

第八百十九条 積荷ノ保険ニ付テハ其船積ノ地及ヒ時ニ於ケル其価額及ヒ船積並ニ保険ニ関スル費用ヲ以テ保険価額トス

Article 819 In the case of insurance for goods being shipped, the sum of the value of the goods being shipped at the place and time of their loading onto the Ship and the costs of loading and insurance constitute the insurable value.

第八百二十条 積荷ノ到達ニ因リテ得ヘキ利益又ハ報酬ノ保険ニ付テハ契約ヲ以テ保険価額ヲ定メサリシトキハ保険金額ヲ以テ保険価額トシタルモノト推定ス

Article 820 In the case of insurance for profits or remuneration to be gained upon the arrival of the goods being shipped, if the insurable value is not specified by the policy, the insured amount is presumed to be the insurable value.

第八百二十一条 一航海ニ付キ船舶ヲ保険ニ付シタル場合ニ於テハ保険者ノ責任ハ荷物又ハ底荷ノ船積ニ著手シタル時ヲ以テ始マル

Article 821 (1) If a Ship is covered by insurance for one voyage, the insurer's liability commences at the time that goods or ballast start to be loaded onto the Ship.

2 荷物又ハ底荷ノ船積ヲ為シタル後船舶ヲ保険ニ付シタルトキハ保険者ノ責任ハ契約成立ノ時ヲ以テ始マル

(2) If a Ship becomes covered by insurance after goods or ballast are loaded onto the Ship, the insurer's liability commences at the time of the formation of the policy.

3 前二項ノ場合ニ於テ保険者ノ責任ハ到達港ニ於テ荷物又ハ底荷ノ陸揚カ終了シタル時ヲ以テ終ハル但其陸揚カ不可抗力ニ因ラスシテ遅延シタルトキハ其終了スヘカリシ時ヲ以テ終ハル

(3) In a case as referred to in the preceding two paragraphs, the insurer's liability terminates at the time the discharge of goods or ballast is completed at the port of arrival; provided, however, that if there is any delay in the discharge due to reasons other than force majeure, the insurer's liability terminates at the time the discharge should have been completed.

第八百二十二条 積荷ヲ保険ニ付シ又ハ積荷ノ到達ニ因リテ得ヘキ利益若クハ報酬ヲ保険ニ付シタル場合ニ於テハ保険者ノ責任ハ其積荷カ陸地ヲ離レタル時ヲ以テ始マリ陸揚港ニ於テ其陸揚カ終了シタル時ヲ以テ終ハル

Article 822 (1) If the goods being shipped are covered by insurance or if profits or remuneration to be gained upon the arrival of goods being shipped is covered by insurance, the insurer's liability commences at the time the goods being shipped leave land, and terminates at the time the discharge of those goods is completed at the port of discharge.

2 前条第三項但書ノ規定ハ前項ノ場合ニ之ヲ準用ス

(2) The proviso to paragraph (3) of the preceding Article applies mutatis mutandis in the case referred to in the preceding paragraph.

第八百二十三条 海上保険証券ニハ保険法第六条第一項ニ掲ケタル事項ノ外左ノ事項ヲ記載スルコトヲ要ス

Article 823 A written marine insurance policy must give the following information in addition to the information set forth in Article 6, paragraph (1) of the Insurance Act:

一 船舶ヲ保険ニ付シタル場合ニ於テハ其船舶ノ名称、国籍並ニ種類、船長ノ氏名及ヒ発航港、到達港又ハ寄航港ノ定アルトキハ其港名

(i) in the case of insurance for a Ship, the name, nationality, and type of Ship; the name of the captain; and the names of the port of departure, the port of arrival, and ports of call, if any such port is designated;

二 積荷ヲ保険ニ付シ又ハ積荷ノ到達ニ因リテ得ヘキ利益若クハ報酬ヲ保険ニ付シタル場合ニ於テハ船舶ノ名称、国籍並ニ種類、船積港及ヒ陸揚港

(ii) in the case of insurance for goods being shipped or for profits or remuneration to be gained upon the arrival of the goods being shipped, the name, nationality and type of Ship; the port of loading the Ship; and the port of discharge.

第八百二十四条 保険者ノ責任カ始マル前ニ於テ航海ヲ変更シタルトキハ保険契約ハ其効力ヲ失フ

Article 824 (1) If there is a change to a voyage before the insurer's liability commences, the insurance policy ceases to be valid.

2 保険者ノ責任カ始マリタル後航海ヲ変更シタルトキハ保険者ハ其変更後ノ事故ニ付キ責任ヲ負フコトナシ但其変更カ保険契約者又ハ被保険者ノ責ニ帰スヘカラサル事由ニ因リタルトキハ此限ニ在ラス

(2) If there is a change to a voyage after the insurer's liability commences, the insurer is not liable for any accident that may occur after such change; provided, however, that this does not apply if the change is due to reasons not attributable to the policyholder or the insured.

3 到達港ヲ変更シ其実行ニ著手シタルトキハ保険シタル航路ヲ離レサルトキト雖モ航海ヲ変更シタルモノト看做ス

(3) Once the port of arrival changes and operations for making that change have begun, there is deemed to have been a change to the voyage even if the Ship does not deviate from the insured route.

第八百二十五条 被保険者カ発航ヲ為シ若クハ航海ヲ継続スルコトヲ怠リ又ハ航路ヲ変更シ其他著シク危険ヲ変更若クハ増加シタルトキハ保険者ハ其変更又ハ増加以後ノ事故ニ付キ責任ヲ負フコトナシ但其変更又ハ増加カ事故ノ発生ニ影響ヲ及ホササリシト

キ又ハ保険者ノ負担ニ帰スヘキ不可抗力若クハ正当ノ理由ニ因リテ生シタルトキハ此限ニ在ラス

Article 825 If the insured neglects to cause the Ship to depart or continue a voyage, or changes the route or otherwise substantially changes or increases the risks of the voyage, the insurer is not liable for any accident that may occur after the change or increase; provided, however, that this does not apply if the change or increase has no influence on the occurrence of the accident or if the change or increase is caused by force majeure or a legitimate reason attributable to the insurer.

第八百二十六条 保険契約中ニ船長ヲ指定シタルトキト雖モ船長ノ変更ハ契約ノ効力ニ影響ヲ及ホサス

Article 826 Even if a ship's captain is designated by an insurance policy, the replacement of the captain has no influence on the validity of the policy.

第八百二十七条 積荷ヲ保険ニ付シ又ハ積荷ノ到達ニ因リテ得ヘキ利益若クハ報酬ヲ保険ニ付シタル場合ニ於テ船舶ヲ変更シタルトキハ保険者ハ其変更以後ノ事故ニ付キ責任ヲ負フコトナシ但其変更カ保険契約者又ハ被保険者ノ責ニ帰スヘカラサル事由ニ因リタルトキハ此限ニ在ラス

Article 827 If goods being shipped are covered by insurance or profits or remuneration to be gained upon the arrival of the goods being shipped are covered by insurance and the Ship changes, the insurer is not liable for any accident that may occur after the change; provided, however, that this does not apply if the change is due to reasons not attributable to the policyholder or the insured.

第八百二十八条 保険契約ヲ為スニ当タリ荷物ヲ積込ムヘキ船舶ヲ定メサリシ場合ニ於テ保険契約者又ハ被保険者カ其荷物ヲ船積シタルコトヲ知リタルトキハ遅滞ナク保険者ニ対シテ船舶ノ名称及ヒ国籍ノ通知ヲ発スルコトヲ要ス

Article 828 (1) If an insurance policy is entered into that does not designate the Ship to be loaded with goods, upon becoming aware that the goods have been loaded onto a Ship, the policyholder or the insured must issue notice to the insurer of the name and nationality of the Ship without delay.

2 保険契約者又ハ被保険者カ前項ノ通知ヲ怠リタルトキハ保険契約ハ其効力ヲ失フ

(2) If the policyholder or the insured neglects the notice referred to in the preceding paragraph, the insurance policy ceases to be valid.

第八百二十九条 保険者ハ左ニ掲ケタル損害又ハ費用ヲ填補スル責ニ任セス

Article 829 An insurer is not liable to compensate for the following damage or costs:

一 保険ノ目的ノ性質若クハ瑕疵、其自然ノ消耗又ハ保険契約者若クハ被保険者ノ悪

意若クハ重大ナル過失ニ因リテ生シタル損害

(i) damage arising from the nature of or a defect in the insured property, from ordinary wear and tear, or from an intentional action or gross negligence by the policyholder or the insured;

二 船舶又ハ運送賃ヲ保険ニ付シタル場合ニ於テ発航ノ当時安全ニ航海ヲ為スニ必要ナル準備ヲ為サス又ハ必要ナル書類ヲ備ヘサルニ因リテ生シタル損害

(ii) damage arising from a failure to make the necessary preparations or keep the necessary documents for a safe voyage at the time of departure, if the insurance is for a Ship or freight charges;

三 積荷ヲ保険ニ付シ又ハ積荷ノ到達ニ因リテ得ヘキ利益若クハ報酬ヲ保険ニ付シタル場合ニ於テ傭船者、荷送人又ハ荷受人ノ悪意若クハ重大ナル過失ニ因リテ生シタル損害

(iii) damage arising from an intentional action or gross negligence by the charterer, consignor, or consignee, if the insurance is for goods being shipped or profits or remuneration to be gained upon the arrival of the goods being shipped;

四 水先案内料、入港料、燈台料、検疫料其他船舶又ハ積荷ニ付キ航海ノ為メニ出タシタル通常ノ費用

(iv) pilotage charges, harbor charges, light dues, quarantine fees, and other ordinary costs incurred in connection with the Ship or the goods being shipped for the voyage.

第八百三十条 共同海損ニ非サル損害又ハ費用カ其計算ニ関スル費用ヲ算入セスシテ保険価額ノ百分ノ二ヲ超エサルトキハ保険者ハ之ヲ填補スル責ニ任セス

Article 830 (1) If the amount of the damage or costs not constituting general average does not exceed two percent of the insurable value when the costs of calculating that amount are excluded, the insurer is not liable to compensate for that damage or those costs.

2 右ノ損害又ハ費用カ保険価額ノ百分ノ二ヲ超エタルトキハ保険者ハ其全額ヲ支払フコトヲ要ス

(2) If the amount of the damage or costs referred to in the preceding paragraph exceeds two percent of the insurable value, the insurer is liable to pay the full amount.

3 前二項ノ規定ハ当事者カ契約ヲ以テ保険者ノ負担セサル損害又ハ費用ノ割合ヲ定メタル場合ニ之ヲ準用ス

(3) The provisions of the preceding two paragraphs apply mutatis mutandis if the parties have specified, in the policy, the percentage of the damage or costs that will not be borne by the insurer.

4 前三項ニ定メタル割合ハ各航海ニ付キ之ヲ計算ス

(4) The percentages prescribed in the preceding three paragraphs are calculated for each voyage.



第八百三十一条 保険ノ目的タル積荷カ毀損シテ陸揚港ニ到達シタルトキハ保険者ハ其積荷カ毀損シタル状況ニ於ケル価額ノ毀損セサル状況ニ於テ有スヘカリシ価額ニ対スル割合ヲ以テ保険価額ノ一部ヲ填補スル責ニ任ス

Article 831 If goods being shipped that are covered by insurance arrive at the port of discharge in a damaged state, the insurer is liable to compensate for part of the insurable value, based on the ratio of the value that the goods being shipped have in their damaged state to the value that the goods being shipped would have had in an undamaged state.

第八百三十二条 航海ノ途中ニ於テ不可抗力ニ因リ保険ノ目的タル積荷ヲ売却シタルトキハ其売却ニ依リテ得タル代価ノ中ヨリ運送賃其他ノ費用ヲ控除シタルモノト保険価額トノ差ヲ以テ保険者ノ負担トス但保険価額ノ一部ヲ保険ニ付シタル場合ニ於テ保険法第十九条ノ適用ヲ妨ケス

Article 832 (1) If goods being shipped that are covered by insurance are sold during a voyage due to force majeure, the insurer is liable to pay the difference between the amount calculated when freight charges and other costs are deducted from the sales proceeds and the insurable value; provided, however, that this does not preclude the application of Article 19 of the Insurance Act if the insurable value is partially covered by insurance.

2 前項ノ場合ニ於テ買主カ代価ヲ支払ハサルトキハ保険者ハ其支払ヲ為スコトヲ要ス但其支払ヲ為シタルトキハ被保険者ノ買主ニ対シテ有セル権利ヲ取得ス

(2) In a case referred to in the preceding paragraph, if the buyer does not pay the price for which the goods are sold, the insurer must pay this; provided, however, that once the insurer pays, it acquires the rights held by the insured in relation to the buyer.

第八百三十三条 左ノ場合ニ於テハ被保険者ハ保険ノ目的ヲ保険者ニ委付シテ保険金額ノ全部ヲ請求スルコトヲ得

Article 833 The insured may claim the whole of the insured amount by abandoning its interest in the insured property to the insurer if:

一 船舶カ沈没シタルトキ

(i) the Ship sinks;

二 船舶ノ行方カ知レサルトキ

(ii) the Ship goes missing;

三 船舶カ修繕スルコト能ハサルニ至リタルトキ

(iii) the Ship becomes unrepairable;

四 船舶又ハ積荷カ捕獲セラレタルトキ

(iv) the Ship or the goods being shipped are captured;

五 船舶又ハ積荷カ官ノ処分ニ依リテ押収セラレ六ヶ月間解放セラレサルトキ

(v) the Ship or the goods being shipped are seized due to the action of an

official and are not released for six months.

第八百三十四条 船舶ノ存否カ六ヶ月間分明ナラサルトキハ其船舶ハ行方ノ知レサルモノトス

Article 834 (1) If it is not known for six months whether a Ship is still in existence, the Ship is deemed to have gone missing.

2 保険期間ノ定アル場合ニ於テ其期間カ前項ノ期間内ニ経過シタルトキト雖モ被保険者ハ委付ヲ為スコトヲ得但船舶カ保険期間内ニ滅失セサリシコトノ証明アリタルトキハ其委付ハ無効トス

(2) If a coverage period has been specified, even if that period expires within the timeframe referred to in the preceding paragraph, the insured may abandon its interest in the goods; provided, however, that if it is proved that the Ship was lost within the coverage period, that abandonment is void.

第八百三十五条 第八百三十三条第三号ノ場合ニ於テ船長カ遅滞ナク他ノ船舶ヲ以テ積荷ノ運送ヲ継続シタルトキハ被保険者ハ其積荷ヲ委付スルコトヲ得ス

Article 835 In a case as referred to in Article 833, item (iii), if the ship's captain continues to transport the goods being shipped using another Ship without delay, the insured may not abandon its interest in the goods being shipped.

第八百三十六条 被保険者カ委付ヲ為サント欲スルトキハ三ヶ月内ニ保険者ニ対シテ其通知ヲ発スルコトヲ要ス

Article 836 (1) If the insured seeks to abandon its interest in goods, it must issue notice of this to the insurer within three months.

2 前項ノ期間ハ第八百三十三条第一号、第三号及ヒ第四号ノ場合ニ於テハ被保険者カ其事由ヲ知リタル時ヨリ之ヲ起算ス

(2) In a case as referred to in Article 833, item (i), item (iii), or item (iv), the timeframe referred to in the preceding paragraph is counted from the time that the insured becomes aware that such is the case.

3 再保険ノ場合ニ於テハ第一項ノ期間ハ其被保険者カ自己ノ被保険者ヨリ委付ノ通知ヲ受ケタル時ヨリ之ヲ起算ス

(3) In the case of reinsurance, the timeframe referred to in paragraph (1) is counted from the time the reinsured is notified by the insured of the abandonment.

第八百三十七条 委付ハ単純ナルコトヲ要ス

Article 837 (1) The abandonment of an interest in property must be straightforward.

2 委付ハ保険ノ目的ノ全部ニ付テ之ヲ為スコトヲ要ス但委付ノ原因カ其一部ニ付テ生シタルトキハ其部分ニ付テノミ之ヲ為スコトヲ得

(2) The insured must abandon its interest in the whole of the insured property;

provided, however, that if the cause of the abandonment applies to only part of the insured property, the insured may abandon its interest in only that part.

3 保険価額ノ一部ヲ保険ニ付シタル場合ニ於テハ委付ハ保険金額ノ保険価額ニ対スル割合ニ応シテ之ヲ為スコトヲ得

(3) If the insurable value is partially covered by insurance, the insured may abandon its interest based on the ratio of the insured amount to the insurable value.

第八百三十八条 保険者カ委付ヲ承認シタルトキハ後日其委付ニ対シテ異議ヲ述フルコトヲ得ス

Article 838 If an insurer approves an insured's abandonment of an interest in property, it may not object to the abandonment later.

第八百三十九条 保険者ハ委付ニ因リ被保険者カ保険ノ目的ニ付キ有セル一切ノ権利ヲ取得ス

Article 839 (1) By the insured's abandonment of its interest in property, the insurer acquires all rights that the insured holds in connection with the insured property.

2 被保険者カ委付ヲ為シタルトキハ保険ノ目的ニ関スル証書ヲ保険者ニ交付スルコトヲ要ス

(2) Once the insured abandons its interest in property, it must deliver the instruments for the insured property to the insurer.

第八百四十条 被保険者ハ委付ヲ為スニ当タリ保険者ニ対シ保険ノ目的ニ関スル他ノ保険契約並ニ其負担ニ属スル債務ノ有無及ヒ其種類ヲ通知スルコトヲ要ス

Article 840 (1) When abandoning an interest in property, the insured must notify the insurer of whether there is any other insurance policy on the insured property and of any obligations assumed by the insured, as well as of the type of policy and obligation.

2 保険者ハ前項ノ通知ヲ受クルマテハ保険金額ノ支払ヲ為スコトヲ要セス

(2) An insurer is not required to pay the insured amount until it is notified as referred to in the preceding paragraph.

3 保険金額ノ支払ニ付キ期間ノ定アルトキハ其期間ハ保険者カ第一項ノ通知ヲ受ケタル時ヨリ之ヲ起算ス

(3) If a period for payment of the insured amount has been specified, that period is counted from the time the insurer is notified as referred to in paragraph (1).

第八百十一条 保険者カ委付ヲ承認セサルトキハ被保険者ハ委付ノ原因ヲ証明シタル後ニ非サレハ保険金額ノ支払ヲ請求スルコトヲ得ス

Article 811 If an insurer does not approve an insured's abandonment of its interest in property, the insured may not claim payment of the insured amount

until after proving grounds for abandonment.

第四百四十一条ノ二 本章ノ規定ハ相互保険ニ之ヲ準用ス但其性質ガ之ヲ許サザルトキハ此限ニ在ラズ

Article 841-2 The provisions of this Chapter apply mutatis mutandis to mutual insurance; provided, however, that this does not apply if the nature of the mutual insurance does not permit their application.

## 第七章 船舶債権者

### Chapter VII Ships' Creditors

第四百四十二条 左ニ掲ケタル債権ヲ有スル者ハ船舶、其属具及ヒ未タ受取ラサル運送賃ノ上ニ先取特権ヲ有ス

Article 842 A person holding a claim as set forth in one of the following has a statutory lien over the Ship, its equipment, and freight charges not yet received:

一 船舶並ニ其属具ノ競売ニ関スル費用及ヒ競売手続開始後ノ保存費

(i) the costs for auctioning off a Ship and its equipment, as well as the costs for storing the same after the commencement of the auction procedures;

二 最後ノ港ニ於ケル船舶及ヒ其属具ノ保存費

(ii) the costs for storing a Ship and its equipment at the last port;

三 航海ニ関シ船舶ニ課シタル諸税

(iii) the taxes imposed on a Ship in connection with a voyage;

四 水先案内料及ヒ挽船料

(iv) the pilotage charges and towage charges;

五 救助料及ヒ船舶ノ負担ニ属スル共同海損

(v) the salvage charges and general average to be borne by a Ship;

六 航海継続ノ必要ニ因リテ生シタル債権

(vi) a claim arising from the necessity of continuing a voyage;

七 雇傭契約ニ因リテ生シタル船長其他ノ船員ノ債権

(vii) a claim held by the ship's captain or another mariner arising from an employment contract;

八 船舶カ其売買又ハ製造ノ後未タ航海ヲ為ササル場合ニ於テ其売買又ハ製造並ニ艤装ニ因リテ生シタル債権及ヒ最後ノ航海ノ為メニスル船舶ノ艤装、食料並ニ燃料ニ関スル債権

(viii) a claim arising from the sale or manufacture and outfitting of a Ship, if the Ship makes no voyage after being sold or manufactured; or a claim arising from the outfitting of the Ship, food, and fuel required for its last voyage.

第四百四十三条 船舶債権者ノ先取特権ハ運送賃ニ付テハ其先取特権ノ生シタル航海ニ

於ケル運送賃ノ上ニノミ存在ス

Article 843 A statutory lien held by a ship's creditor exists only over the freight charges for the voyage during which the statutory lien arises.

第四百四十四条 船舶債権者ノ先取特権カ互ニ競合スル場合ニ於テハ其優先権ノ順位ハ第四百四十二条ニ掲ケタル順序ニ従フ但同条第四号乃至第六号ノ債権間ニ在リテハ後ニ生シタルモノ前ニ生シタルモノニ先ツ

Article 844 (1) If a ship's creditors hold competing statutory liens, the order of priority of those liens follows the order set forth in Article 842; provided, however, that among the claims referred to in item (iv) to item (vi) of that Article, one arising later takes precedence over one arising earlier.

2 同一順位ノ先取特権者数人アルトキハ各其債権額ノ割合ニ応シテ弁済ヲ受ク但第四百四十二条第四号乃至第六号ノ債権カ同時ニ生セサリシ場合ニ於テハ後ニ生シタルモノ前ニ生シタルモノニ先ツ

(2) If two or more persons hold statutory liens of the same rank, they are paid in proportion to the value of their claims; provided, however, that if claims as referred to in Article 842, item (iv) to item (vi) arise at different times, one arising later takes precedence over one arising earlier.

3 先取特権カ数回ノ航海ニ付テ生シタル場合ニ於テハ前二項ノ規定ニ拘ハラス後ノ航海ニ付テ生シタルモノ前ノ航海ニ付テ生シタルモノニ先ツ

(3) Notwithstanding the provisions of the preceding two paragraphs, if statutory liens arise from two or more voyages, one arising from a later voyage takes precedence over one arising from an earlier voyage.

第四百四十五条 船舶債権者ノ先取特権ト他ノ先取特権ト競合スル場合ニ於テハ船舶債権者ノ先取特権ハ他ノ先取特権ニ先ツ

Article 845 If a statutory lien held by a ship's creditor and any other statutory lien conflict with each other, the statutory lien held by the ship's creditor takes precedence over the other statutory lien.

第四百四十六条 船舶所有者カ其船舶ヲ譲渡シタル場合ニ於テハ譲受人ハ其譲渡ヲ登記シタル後先取特権者ニ対シ一定ノ期間内ニ其債権ノ申出ヲ為スヘキ旨ヲ公告スルコトヲ要ス但其期間ハ一个月ヲ下ルコトヲ得ス

Article 846 (1) If a shipowner transfers the Ship, the transferee, after registering the transfer, must issue public notice to the holders of statutory liens informing them that they must file their claims within a certain period of time; provided, however, that this period may not be shorter than one month.

2 先取特権者カ前項ノ期間内ニ其債権ノ申出ヲ為ササリシトキハ其先取特権ハ消滅ス

(2) If the holder of a statutory lien does not file a claim within the period referred to in the preceding paragraph, the statutory lien is extinguished.

第四百四十七条 船舶債権者ノ先取特権ハ其発生後一年ヲ経過シタルトキハ消滅ス  
Article 847 (1) A statutory lien held by a ship's creditor is extinguished one year's time after it is created.

2 第四百四十二条第八号ノ先取特権ハ船舶ノ発航ニ因リテ消滅ス  
(2) A statutory lien as referred to in Article 842, item (viii) is extinguished due to the departure of the Ship.

第四百四十八条 登記シタル船舶ハ之ヲ以テ抵当権ノ目的ト為スコトヲ得  
Article 848 (1) A registered Ship may be the subject matter of a mortgage.

2 船舶ノ抵当権ハ其属具ニ及フ  
(2) A mortgage on a Ship extends to its equipment.  
3 船舶ノ抵当権ニハ不動産ノ抵当権ニ関スル規定ヲ準用ス此場合ニ於テハ民法第三百八十四条第一号中「抵当権を実行して競売の申立てをしないとき」トアルハ「抵当権の実行としての競売の申立て若しくはその提供を承諾しない旨の第三取得者に対する通知をせず、又はその通知をした債権者が抵当権の実行としての競売の申立てをすることができるに至った後一週間以内にこれをしないとき」ト読替フルモノトス  
(3) The provisions on the mortgaging of real property apply mutatis mutandis to a mortgage on a Ship. In such a case, the phrase "[if the obligee] does not file a petition for auction by executing the mortgage [within two months after receipt of the documents listed in each item of the preceding article]" in Article 384, item (i) of the Civil Code is deemed to be replaced with "[if the obligee] does not file a petition for auction by executing the mortgage or give notice to the third party acquirer that the obligee has not approved its offer [within two months after receipt of the documents listed in each item of the preceding Article], or if the obligee giving that notice does not file a petition for auction by executing the mortgage within one week after the obligee is able to file it".

第四百四十九条 船舶ノ先取特権ハ抵当権ニ先チテ之ヲ行フコトヲ得  
Article 849 A statutory lien over a Ship may be exercised prior to a mortgage.

第四百五十条 登記シタル船舶ハ之ヲ以テ質権ノ目的ト為スコトヲ得ス  
Article 850 A registered Ship may be the subject matter of a pledge.

第四百五十一条 本章ノ規定ハ製造中ノ船舶ニ之ヲ準用ス  
Article 851 The provisions of this Chapter apply mutatis mutandis to a Ship under construction.