

票據法中英文對照

1987年06月29日修正

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Law of Negotiable Instruments

(1960.03.31 Amended)

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1987年06月29日修正
現行法

第一章 通則

第 1 條 (票據之種類)

本法所稱票據，為匯票、本票及支票。

第 2 條 (匯票之定義)

稱匯票者，謂發票人簽發一定之金額，委託付款人於指定之到期日，無條件支付與受款人或執票人之票據。

第 3 條 (本票之定義)

稱本票者，謂發票人簽發一定之金額，於指定之到期日，由自己無條件支付與受款人或執票人之票據。

第 4 條 (支票、金融業之定義)

稱支票者，謂發票人簽發一定之金額，委託金融業者於見票時，無條件支付與受款人或執票人之票據。

前項所稱金融業者，係指經財政部核准辦理支票存款業務之銀行、信用合作社、農會及漁會。

第 5 條 (簽名人責任)

在票據上簽名者，依票上所載文義負責。
二人以上共同簽名時，應連帶負責。

第 6 條 (蓋章代簽名)

票據上之簽名，得以蓋

第一章 通則

第 1 條

本法所稱票據，為匯票、本票及支票。

第 2 條

稱匯票者，謂發票人簽發一定之金額，委託付款人於指定之到期日，無條件支付與受款人或執票人之票據。

第 3 條

稱本票者，謂發票人簽發一定之金額，於指定之到期日，由自己無條件支付與受款人或執票人之票據。

第 4 條

稱支票者，謂發票人簽發一定之金額，委託銀錢業者或信用合作社於見票時無條件支付與受款人或執票人之票據。

第 5 條

在票據上簽名者，依票上所載文義負責。
二人以上共同簽名時，應連帶負責。

第 6 條

票據上之簽名得以蓋章

1960年3月31日
修正版

Chapter I GENERAL PROVISIONS

Article 1

The term "negotiable instrument", as used in this Law means a bill of exchange, or a promissory note, or a cheque.

Article 2

A bill of exchange is a negotiable instrument signed and issued by the drawer authorizing the drawee to pay unconditionally at a fixed future date a sum certain in money to order or to bearer.

Article 3

A promissory note is a negotiable instrument signed and issued by the maker engaging himself to pay unconditionally at a fixed future date a sum certain in money to order or to bearer.

Article 4

A cheque is a negotiable instrument signed and issued by the drawer authorizing a bank or a credit cooperative to pay unconditionally on demand a sum certain in money to order or to bearer.

Article 5

Any person who signs his name to a negotiable instrument is liable thereon according to its tenor.
Where a negotiable instrument is signed by two or more persons together, they are jointly and severally liable thereon.

Article 6

Seals or special marks representing particular

章代之。

或畫押代之。

individuals may be used on a negotiable instrument in lieu of signatures.

第 7 條 (確定金額之標準)

票據上記載金額之文字與號碼不符時，以文字為準。

第 7 條

票據上記載金額之文字與號碼不符時，以文字為準。

Article 7

Where there exists a discrepancy between the words and the figures expressing the sum payable, by a negotiable instrument the words prevail.

第 8 條 (票據行為之獨立性)

票據上雖有無行為能力人或限制行為能力人之簽名，不影響其他簽名之效力。

第 8 條

票據上雖有無行為能力人之簽名，不影響其他簽名者之權利與義務。

Article 8

The appearance on a negotiable instrument of the signature of a person having no legal capacity does not in any wise affect the legal rights and liabilities of any other signatory or signatories thereto.

第 9 條 (隱名代理)

代理人未載明為本人代理之旨而簽名於票據者，應自負票據上之責任。

第 9 條

代理人未載明為本人代理之旨而簽名於票據者，應自負票據上之責任。

Article 9

An agent who signs a negotiable instrument without indicating thereon that he signs for, and on behalf of, his principal shall be personally liable on the instrument.

第 10 條 (無權代理與越權代理)

無代理權而以代理人名義簽名於票據者，應自負票據上之責任。

代理人逾越權限時，就其權限外之部分，亦應自負票據上之責任。

第 10 條

無代理權而以代理人名義簽名於票據者，應自負票據上之責任。

代理人逾越權限時，就其權限外之部分，亦應自負票據上之責任。

Article 10

A person who signs a negotiable instrument as agent without actual authorization from the person for whom and on whose behalf he purports to act is himself liable thereon.

Where an agent acts ultra vires in respect to a negotiable instrument, he is himself liable thereon to the extent to which he exceeds his authority.

第 11 條 (要式性、空白授權票據、改寫)

欠缺本法所規定票據上應記載事項之一者，其票據無效。但本法別有規定者，不在此限。

執票人善意取得已具備本法規定應記載事項之票據者，得依票據文義行使權利；票據債務人不得以票據原係欠缺應記載事項為理由，對於執票人，主張

第 11 條

欠缺本法所規定票據上應記載事項之一者，其票據無效。但本法別有規定者，不在此限。

Article 11

Except as herein otherwise provided, a negotiable instrument which is wanting in any of the essential particulars required by this Law to be written on a negotiable instrument [of the same type] is null and void.

票據無效。
票據上之記載，除金額外，得由原記載人於交付前改寫之。但應於改寫處簽名。

第 12 條 (不生票據上效力之記載)

票據上記載本法所不規定之事項者，不生票據上之效力。

第 12 條

票據上記載本法所不規定之事項者，不生票據上之效力。

Article 12

Any particular written on a negotiable instrument otherwise than is required by this Act is totally devoid of legal force and effect insofar as concerns the instrument.

第 13 條 (票據抗辯)

票據債務人不得以自己與發票人或執票人之前手間所存抗辯之事由對抗執票人。但執票人取得票據出於惡意者，不在此限。

第 13 條

票據債務人不得以自己與發票人或執票之前手間所存抗辯之事由對抗執票人。但執票人取得票據出於惡意或詐欺時，不在此限。

Article 13

No person liable on a negotiable instrument is allowed to set up against a holder such defenses that are available as between himself and the drawer or maker, or between himself and the party or parties prior to the holder; provided, however, that this provision shall not apply where the holder procured the instrument mala fide or by fraud.

第 14 條 (善意取得)

以惡意或有重大過失取得票據者，不得享有票據上之權利。
無對價或以不相當之對價取得票據者，不得享有優於其前手之權利。

第 14 條

以惡意或有重大過失取得票據者，不得享有票據上之權利。

Article 14

A person who procured a negotiable instrument mala fide or by gross wrongful act acquires no rights whatsoever thereto.

第 15 條 (票據之偽造及簽名之偽造)

票據之偽造或票上簽名之偽造，不影響於真正簽名之效力。

第 15 條

票據之偽造或票上簽名之偽造，不影響於真正簽名之效力。

Article 15

The legal force of a genuine signature on a negotiable instrument shall not be affected in spite of the fact that the instrument itself or one of the signatures thereon is forged.

第 16 條 (票據之變造)

票據經變造時，簽名在變造前者，依原有文義負責；簽名在變造後者，依變造文義負責；不能辨別前後時，推定簽名在變造前。
前項票據變造，其參與或同意變造者，不論簽名在變造前後，均依變造文義負責。

第 16 條

票據經變造時簽名在變造前者，依原有文義負責。簽名在變造後者，依變造文義負責。不能辨別前後時，推定簽名在變造前。

Article 16

Where a negotiable instrument is altered, the parties who affixed their signatures to it prior to the alteration are liable thereon according to its original tenor, while those who did so after the alteration are liable thereon according to its altered tenor. In the event that the time of signing of any party cannot be exactly ascertained, his signature is presumed to have been affixed to the instrument before the alteration.

第 17 條 (票據之塗銷)

票據上之簽名或記載被塗銷時，非由票據權利人故意為之者，不影響於票據上之效力。

第 18 條 (止付通知)

票據喪失時，票據權利人得為止付之通知。但應於提出止付通知後五日內，向付款人提出已為聲請公示催告之證明。
未依前項但書規定辦理者，止付通知失其效力。

第 19 條 (公示催告)

票據喪失時，票據權利人得為公示催告之聲請。

公示催告程序開始後，其經到期之票據，聲請人得提供擔保，請求票據金額之支付；不能提供擔保時，得請求將票據金額依法提存。其尚未到期之票據，聲請人得提供擔保，請求給與新票據。

第 20 條 (行使或保全票據上權利之處所)

為行使或保全票據上權利，對於票據關係人應為之行為，應在票據上指定之處所為之；無指定之處所者，在其營業所為之；無營業所

第 17 條

票據上之簽名或記載被塗銷時，非由票據權利人故意為之者，不影響於票據上之效力。

第 18 條

票據喪失時，執票人應即為止付之通知。

第 19 條

執票人喪失票據時，得為公示催告之聲請。

公示催告程序開始後，其經到期之票據，聲請人得提供擔保，請求票據金額之支付；不能提供擔保時，得請求將票據金額提存於法院商會銀行公會或其他得受提存之公共會所。其尚未到期之票據，聲請人得提供擔保，請求給與新票據。

第 20 條

為行使或保全票據上權利，對於票據關係人應為之行為，應在票據上指定之處所為之；無指定之處所者，在其營業所為之；無營業所者，在其住所或居所為之。

Article 17

Where a signature or an insertion on a negotiable instrument is expunged or rubbed out save by the intentional act of the obligee, such fact does not at all affect the validity of the instrument.

Article 18

In the event of loss of a negotiable instrument, the holder must give immediate notice to stop payment thereof.

Article 19

The holder of a negotiable instrument, in the event of its loss, may petition a competent court to have all interested parties notified of the occurrence through the medium of service of process by way of public notice.

With the initiation of the service of process by way of public notice, the petitioner may, upon furnishing the required security, demand payment of the amount payable by the lost instrument if it is overdue. In case the petitioner is not in a position to furnish the required security, he may, nevertheless, request that the amount payable by the lost instrument be deposited with a competent court, or with the chamber of commerce, or the bankers' association, or any other public body capable of accepting deposits. If the lost instrument is not yet due, the petitioner may, upon furnishing the required security, request the issuance of a substitute instrument.

Article 20

Any and all acts required to be done vis-a-vis a party to a negotiable instrument for the exercise and preservation of the rights thereon must be performed at the situs specified in the instrument, or, in the absence of such situs, at the business office of the party concerned, or, in the absence thereof, at his

者，在其住所或居所為之。票據關係人之營業所、住所或居所不明時，因作成拒絕證書，得請求法院公證處、商會或其他公共會所，調查其人所在；若仍不明時，得在該法院公證處、商會或其他公共會所作成之。

票據關係人之營業所、住所或居所不明時，因作成拒絕證書，得請求法院公證處、商會或其他公共會所，調查其人所在；若仍不明時，得在該法院公證處、商會或其他公共會所作成之。

domicile or residence. Where the business office, or domicile, or residence, of the party against whom a protest is contemplated to be made, is unknown, a request may be made to the notarial office of a competent court, or to the chamber of commerce, or any other competent public body for investigations into his whereabouts. If, after investigations, the whereabouts of the party still cannot be ascertained, the protest may be made at the notarial office of the court, or at the chamber of commerce or a competent public body.

第 21 條 (行使或保全票據上權利之時間)

為行使或保全票據上權利，對於票據關係人應為之行為，應於其營業日之營業時間內為之；如其無特定營業日或未訂有營業時間者，應於通常營業日之營業時間內為之。

第 21 條
為行使或保全票據上權利，對於票據關係人應為之行為，應於其營業日之營業時間內為之；如其無特定營業日或未訂有營業時間者，應於通常營業日之營業時間內為之。

Article 21
Any and all acts required to be done vis-a-vis a party to a negotiable instrument for the exercise and preservation of the rights thereon must be performed during the business hours of a business day of such party, or, if he has no determinate business days or fixed business' hours, during the customary business hours of a customary business day.

第 22 條 (票據時效、利益償還請求權)

票據上之權利，對匯票承兌人及本票發票人，自到期日起算；見票即付之本票，自發票日起算；三年間不行使，因時效而消滅。對支票發票人自發票日起算，一年間不行使，因時效而消滅。

匯票、本票之執票人，對前手之追索權，自作成拒絕證書日起算，一年間不行使，因時效而消滅。支票之執票人，對前手之追索權，四個月間不行使，因時效而消滅。其免除作成拒絕證書者，匯票、本票自到期日起算；支票自提示日起算。

第 22 條
票據上之權利，對匯票承兌人及本票發票人，自到期日起算；三年間不行使者，因時效而消滅；對支票發票人一年間不行使者，因時效而消滅。

匯票、本票之執票人，對前手之追索權，自作成拒絕證書日起算，一年間不行使，因時效而消滅；支票之執票人，對前手之追索權，四個月間不行使，因時效而消滅；其免除作成拒絕證書者，匯票、本票自到期日起算；支票自提示日起算。

Article 22
Rights on a negotiable instrument are extinguished by prescription if not exercised within three years from the date of maturity as against the acceptor of a bill of exchange or the maker of a promissory note, and within one year from the date of drawing as against the drawer of a cheque.

The right of recourse of the holder of a bill of exchange or of a promissory note against any antecedent party is extinguished by prescription if not exercised within one year from the date of protest, while such right of the holder of a cheque is extinguished by prescription if not exercised within four months from the date of protest. Where there is a waiver of protest, the period of prescription applicable to a bill of exchange or promissory note begins to run from the date of maturity, while that applicable to a cheque begins to run from the date of presentment for payment.

匯票、本票之背書人，對於前手之追索權，自為清償之日或被訴之日起算，六個月間不行使，因時效而消滅。支票之背書人，對前手之追索權，二個月間不行使，因時效而消滅。

票據上之債權，雖依本法因時效或手續之欠缺而消滅，執票人對於發票人或承兌人，於其所受利益之限度，得請求償還。

匯票、本票之背書人，對於前手之追索權，自為清償之日或被訴之日起算，六個月間不行使，因時效而消滅；支票之背書人，對前手之追索權，二個月間不行使，因時效而消滅。

票據上之債權，雖依本法因時效或手續之欠缺而消滅，執票人對於發票人或承兌人，於其所受利益之限度，得請求償還。

The right of recourse of an indorser of a bill of exchange or of a promissory note against any antecedent party is extinguished by prescription if not exercised within six months from the date of payment or from the date suit was brought against him, as the case may be. Such right of an indorser of a cheque is extinguished by prescription if not exercised within two months.

Despite extinction of his rights on a negotiable instrument by reason of prescription or of non-compliance with any of the procedural formalities under the provisions of this Act, the holder thereof may still claim against the maker or drawer, or the acceptor, repayment to the extent to which the latter may have been benefited.

第 23 條 (黏單)

票據餘白不敷記載時，得黏單延長之。黏單後第一記載人，應於騎縫上簽名。

第 23 條

票據餘白不敷記載時，得黏單延長之。黏單後第一記載應書於騎縫上並加蓋印章。

Article 23

Where more room than the blank space left on a negotiable instrument is needed for making further entries the instrument may be extended by having art allonge annexed to it. In such event, the first entry shall be written across the abutting edges with a seal affixed thereto.

第二章 匯票

第一節 發票及款式

第 24 條 (匯票應載事項)

匯票應記載左列事項，由發票人簽名。

- 一、表明其為匯票之文字。
- 二、一定之金額。
- 三、付款人之姓名或商號。
- 四、收款人之姓名或商號。
- 五、無條件支付之委託。
- 六、發票地。
- 七、發票年、月、日。
- 八、付款地。
- 九、到期日。

第二章 匯票

第一節 發票及款式

第 24 條

匯票應記載左列事項，由發票人簽名：

- 一、表明其為匯票之文字。
- 二、一定之金額。
- 三、付款人之姓名或商號。
- 四、收款人之姓名或商號。
- 五、無條件支付之委託。
- 六、發票地。
- 七、發票年、月、日。
- 八、付款地。
- 九、到期日。

Chapter II BILLS OF EXCHANGE

Section 1 Issuance and Form

Article 24

A bill of exchange must specify the following particulars and must be signed by the drawer:

1. words expressing it to be a bill of exchange;
2. a sum certain in money;
3. personal or business name of the drawee;
4. personal or business name of the payee;
5. an unconditional order to pay;
6. place where it is drawn;
7. date of drawing;
8. place of payment;
9. date of maturity.

未載到期日者，視為見票即付。

未載付款人者，以發票人為付款人。

未載收款人者，以執票人為收款人。

未載發票地者，以發票人之營業所、住所或居所所在地為發票地。

未載付款地者，以付款人之營業所、住所或居所所在地為付款地。

未載到期日者，視為見票即付。

未載付款人者，以發票人為付款人。

未載收款人者，以執票人為收款人。

未載發票地者，以發票人之營業所、住所或居所所在地為發票地。

未載付款地者，以付款人之營業所、住所或居所所在地為付款地。

Where a bill does not specify the date of maturity, it is deemed to be payable at sight.

Where a bill does not name the drawee, the drawer shall be the drawee.

Where a bill does not name the payee, the holder shall be the payee.

Where a bill does not specify the place where it is drawn, the place of the drawer's business office, or of his domicile or residence, shall be such place.

Where a bill does not specify the place of payment, the place of the drawee's business office, or of his domicile or residence, shall be such place.

第 25 條 (變則匯票)

發票人得以自己或付款人為收款人，並得以自己為付款人。

匯票未載收款人者，執票人得於無記名匯票之空白內，記載自己或他人為收款人，變更為記名匯票。

第 25 條

發票人得以自己或付款人為收款人，並得以自己為付款人。

Article 25

The drawer may make himself or the drawee the payee. He may also make himself the drawee.

第 26 條 (擔當付款人、預備付款人)

發票人得於付款人外，記載一人為擔當付款人。

發票人亦得於付款人外，記載在付款地之一人為預備付款人。

第 26 條

發票人得於付款人外，記載一人為擔當付款人。

發票人亦得於付款人外，記載在付款地之一人為預備付款人。

Article 26

The drawer may designate and specify [in the bill], in addition to the drawee, a person as the latter's paying agent.

The drawer may also designate and specify [in the bill], in addition to the drawee, a person at the place of payment as referee in case of need.

第 27 條 (付款處所)

發票人得記載在付款地之付款處所。

第 27 條

發票人得記載在付款地之付款處所。

Article 27

The drawer may specify [in the bill] the detailed address where payment is to be made at the place of payment.

第 28 條 (利息及利率)

發票人得記載對於票據金額支付利息及其利率。

利率未經載明時，定為年利六釐。

利息自發票日起算。但有特約者，不在此限。

第 28 條

發票人得記載對於票據金額支付利息及其利率。

利率未經載明時，定為年利六釐。

利息自發票日起算。但有特約者，不在此限。

Article 28

The drawer may make a statement [in the bill] to the effect that interest will be paid on the amount of the bill at a specified rate.

Where no interest rate is specified, it shall be fixed at six percent per annum.

Except as otherwise agreed upon between the parties, interest shall accrue from the date of drawing.

第 29 條 (發票人之責任)

發票人應照匯票文義擔保承兌及付款。但得依特約免除擔保承兌之責。
前項特約，應載明於匯票。
匯票上有免除擔保付款之記載者，其記載無效。

第 29 條

發票人應照匯票文義擔保承兌及付款，但得依特約免除擔保承兌之責。
匯票上有免除擔保付款之記載者，其記載無效。

Article 29

The drawer shall guarantee the acceptance and payment of the bill according to its tenor. He may, nevertheless, be exempted from the liability for guaranteeing the bill's payment by a specific agreement.

Where a bill contains a statement exempting the drawer from the liability for guaranteeing the payment thereof, such a statement is null and void.

第二節 背書**第 30 條 (轉讓方式與禁止轉讓)**

匯票依背書及交付而轉讓。無記名匯票得僅依交付轉讓之。
記名匯票發票人有禁止轉讓之記載者，不得轉讓。
背書人於票上記載禁止轉讓者，仍得依背書而轉讓之。但禁止轉讓者，對於禁止後再由背書取得匯票之人，不負責任。

第二節 背書**第 30 條**

匯票依背書而轉讓。但發票人有禁止轉讓之記載者，不在此限。
背書人於票上記載禁止轉讓者，仍得依背書而轉讓之。但禁止轉讓者，對於禁止後再由背書取得匯票之人，不負責任。

Section 2 Indorsement**Article 30**

A bill is negotiated by indorsement except where the drawer expressly makes it non-negotiable by inserting therein a statement to that effect.

Where an indorser inserts a statement in the bill making it non-negotiable, the instrument may still be negotiated by indorsement regardless of the restriction imposed. However, the person imposing such a restriction is not liable to those who procured the bill through indorsement subsequent thereto.

第 31 條 (背書之處所與種類)

背書由背書人在匯票之背面或其黏單上為之。
背書人記載被背書人，並簽名於匯票者，為記名背書。
背書人不記載被背書人，僅簽名於匯票者，為空白背書。
前兩項之背書，背書人得記載背書之年、月、日。

第 31 條

背書由背書人在匯票之背面或其黏單上為之。記載被背書人之姓名或商號及背書之年月日由背書人簽名。
背書人得不記載被背書人及年月日，僅簽名於匯票而為空白背書。

Article 31

An indorsement must be written by the indorser on the back of the bill or upon an allonge annexed thereto, giving the personal or business name of the indorsee and the date thereof and to be accompanied by the signature of the indorser.

An indorser may make a blank indorsement by merely signing his name to the bill without specifying the name of the indorsee and the date of indorsement.

第 32 條 (空白背書匯票之轉讓方式(一))

空白背書之匯票，得依匯票之交付轉讓之。
前項匯票，亦得以空白背書或記名背書轉讓之。

第 32 條

空白背書之匯票，得依匯票之交付轉讓之。
前項匯票，亦得以空白背書或記載背書人姓名或商號轉讓之。

Article 32

A bill indorsed in blank may be negotiated by delivery.
A bill such as the one referred to in the preceding paragraph may also be negotiated by blank indorsement or by indorsement specifying the personal or business name of the indorsee.

第 33 條 (空白背書匯票之轉讓方式(二))

匯票之最後背書為空白背書者，執票人得於該空白內，記載自己或他人為被背書人，變更為記名背書，再為轉讓。

第 33 條

空白背書匯票或最後之背書為空白之匯票，其執票人得於空白內記載自己或他人為被背書人再為轉讓。

Article 33

The holder of a bill indorsed in blank, or of a bill of which the next preceding indorsement is in blank, may specify in its blank space his own name or that of another person as indorsee for further negotiation.

第 34 條 (回頭背書)

匯票得讓與發票人、承兌人、付款人或其他票據債務人。
前項受讓人，於匯票到期日前，得再為轉讓。

第 34 條

匯票得依背書讓與發票人、承兌人、付款人或其他票據債務人。
前項受讓人於票據未到期前得更以背書轉讓之。

Article 34

A bill may be negotiated by indorsement to the drawer, or the acceptor, or the drawee, or any other person liable thereon.
The transferee referred to in the preceding paragraph may further negotiate the bill before it falls due.

第 35 條 (預備付款人)

背書人得記載在付款地之一人為預備付款人。

第 35 條

背書人得記載在付款地之一人為預備付款人。

Article 35

An indorser may specify in the bill the name of a person other than himself at the place of payment as referee in case of need.

第 36 條 (一部背書、分別轉讓背書、附條件背書)

就匯票金額之一部分所為之背書，或將匯票金額分別轉讓於數人之背書，不生效力，背書附記條件者，其條件視為無記載。

第 36 條

就匯票金額之一部分所為之背書，或將匯票金額分別轉讓於數人之背書，不生效力，背書附記條件者，其條件視為無記載。

Article 36

An indorsement purporting to transfer only a part of the amount payable by the bill to the transferee or purporting to transfer the amount payable by the bill to two or more transferees respectively is inoperative for all purposes. Where an indorsement is made subject to a certain condition or conditions, such conditions are deemed to be non-existent.

第 37 條 (背書之連續與塗銷之背書)

執票人應以背書之連續，證明其權利，但背

第 37 條

執票人應以背書之連續，證明其權利，但背

Article 37

The holder must prove his rights on the bill by evidence of successive and consistent

書中有空白背書時，其次之背書人，視為前空白背書之被背書人。

塗銷之背書，不影響背書之連續者，對於背書之連續，視為無記載。塗銷之背書，影響背書之連續者，對於背書之連續，視為未塗銷。

第 38 條 (故意塗銷背書)

執票人故意塗銷背書者，其被塗銷之背書人，及其被塗銷背書人名次之後而於未塗銷以前為背書者，均免其責任。

第 39 條 (背書人責任)

第二十九條之規定，於背書人準用之。

第 40 條 (委任取款背書)

執票人以委任取款之目的而為背書時，應於匯票上記載之。

前項被背書人，得行使匯票上一切權利，並得以同一目的更為背書。

其次之被背書人所得行使之權利，與第一被背書人同。

票據債務人對於受任人所得提出之抗辯，以得對抗委任人者為限。

第 41 條 (期後背書)

到期日後之背書，僅有通常債權轉讓之效力。背書未記明日期者，推定其作成於到期日前。

書中有空白背書時，其次之背書人，視為前空白背書之被背書人。

塗銷之背書，關於背書之連續，視為無記載。

第 38 條

執票人故意塗銷背書者，其被塗銷之背書人，及其被塗銷背書人名次之後而於未塗銷以前為背書者，均免其責任。

第 39 條

第二十九條之規定，於背書人準用之。

第 40 條

執票人以委任取款之目的而為背書時，應於匯票上記載之。

前項被背書人，得行使匯票上一切權利，並得以同一目的更為背書。

其次之被背書人所得行使之權利，與第一被背書人同。

票據債務人對於受任人所得提出之抗辯，以得對抗委任人者為限。

第 41 條

到期日後之背書，與到期日前之背書，有同一效力，但作成拒絕付款證書後，或作成拒絕付款證書，期限經過後所

indorsements. Where, however, there exists, among the indorsements, a blank indorsement, the indorser next in sequence is deemed to be the indorsee of the immediate preceding blank indorsement.

An indorsement stricken out is deemed to be non-existent insofar as concerns the sequence of indorsement,

Article 38

Where the holder strikes out an indorsement intentionally as wilfully, the indorser concerned as well as those indorsers whose names appear next in sequence to him but who made their indorsements prior to such act are all relieved of their liabilities thereon.

Article 39

The provisions of Article 29 shall apply mutatis mutandis to an indorser.

Article 40

Where the holder makes an indorsement for the purpose of authorizing the indorsee to receive payment by mandate, he shall note such fact on the bill.

The indorsee referred to in the preceding paragraph may exercise all the rights on the bill and may further indorse it for the same purpose.

The rights exercisable by the subsequent indorsee or indorsees are the same as the first indorsee.

Any person liable on the bill may set up against the mandatory only such defenses as would be available to him against the mandator.

Article 41

An indorsement made after the maturity of a bill is as valid and effectual as one made before, provided, that the effect of an indorsement made after a protest for non-payment, or after the expiration of the

為之背書，僅有通常債權轉讓之效力，背書人不負票據上之責任。

prescribed period for making such a protest, is limited to that of an ordinary assignment of claim, imposing upon the indorser no liability on the bill.

第三節 承兌

第三節 承兌

Section 3 Acceptance

第 42 條 (提示承兌之時期)

執票人於匯票到期日前，得向付款人為承兌之提示。

第 42 條

執票人於匯票到期日前，得向付款人為承兌之提示。

Article 42

The holder of a bill may, prior to the date of maturity, present it to the drawee for acceptance.

第 43 條 (承兌之格式)

承兌應在匯票正面記載承兌字樣，由付款人簽名。付款人僅在票面簽名者，視為承兌。

第 43 條

承兌應在匯票正面記載承兌字樣，由付款人簽名。付款人僅在票面簽名者，視為承兌。

Article 43

An acceptance shall be signified by inserting on the face of the bill the word "Accepted" and be signed by the drawee. Where the drawee merely signs his name to the bill, such act is none the less deemed as an acceptance.

第 44 條 (指定及禁止承兌之期限)

除見票即付之匯票外，發票人或背書人得在匯票上為應請求承兌之記載，並得指定其期限。

發票人得為於一定日期前，禁止請求承兌之記載。

背書人所定應請求承兌之期限，不得在發票人所定禁止期限之內。

第 44 條

除見票即付之匯票外，發票人或背書人得在匯票上為應請求承兌之記載，並得指定其期限。

發票人得為於一定日期前，禁止請求承兌之記載。

背書人所定應請求承兌之期限，不得在發票人所定禁止期限之內。

Article 44

Except for bills payable at sight, the drawer or an indorser of a bill may specify therein that the bill is required to be presented for acceptance and may, in addition, set a time limit for such presentment.

The drawer may impose a restriction by specifying that no presentment for acceptance shall be made before a certain date.

The time limit set by an indorser for presentment for acceptance must not fall within, or run parallel with, the period specified by the drawer precluding presentment for acceptance.

第 45 條 (法定承兌期限)

見票後定期付款之匯票，應自發票日起六個月內為承兌之提示。

前項期限，發票人得以特約縮短或延長之。但延長之期限不得逾六個月。

第 45 條

見票後定期付款之匯票，應自發票日起六個月內為承兌之提示。

前項期限，發票人得以特約縮短或延長之。但延長之期限不得逾六個月。

Article 45

A bill payable at a fixed period after sight must be presented for acceptance within six months from the date of drawing.

The time limit referred to in the preceding paragraph may be shortened or extended by the drawer, as he sees fit, by a specific agreement, but in no case shall an extension be beyond six months.

第 46 條 (承兌日)

第 46 條

Article 46

見票後定期付款之匯票，或指定請求承兌期限之匯票，應由付款人在承兌時，記載其日期。

承兌日期未經記載時，承兌仍屬有效。但執票人得請求作成拒絕證書，證明承兌日期；未作成拒絕證書者，以前條所許或發票人指定之承兌期限之末日為承兌日。

第 47 條 (一部承兌、附條件承兌)

付款人承兌時，經執票人之同意，得就匯票金額之一部分為之。但執票人應將事由通知其前手。

承兌附條件者，視為承兌之拒絕。但承兌人仍依所附條件負其責任。

第 48 條 (承兌之延期)

付款人於執票人請求承兌時，得請其延期為之，但以三日為限。

第 49 條 (擔當付款人之指定、塗銷與變更)

付款人於承兌時，得指定擔當付款人。

發票人已指定擔當付款人者，付款人於承兌時，得塗銷或變更之。

第 50 條 (付款處所)

付款人於承兌時，得於匯票上記載付款地之付款處所。

見票後定期付款之匯票，或指定請求承兌期限之匯票，應由付款人在承兌時記載其日期。

承兌日期未經記載時，以前條所許或發票人指定之承兌期限之末日為承兌日。

第 47 條

付款人承兌時，經執票人之同意，得就匯票金額之一部分為之。但執票人應將事由通知其前手。

承兌附條件者，視為承兌之拒絕。但承兌人仍依所附條件負其責任。

執票人於獲一部分承兌後，對於未獲承兌之一部分，應作成拒絕證書證明之。

第 48 條

付款人於執票人請求承兌時，得請其延期為之，但以三日為限。

第 49 條

匯票上未經發票人指定擔當付款人者，得於承兌時記載之。

第 50 條

付款人於承兌時，得於匯票上記載付款地之付款處所。

Where a bill is drawn payable at a fixed period after sight or where it specifies a time limit for presentment for acceptance, the drawee, on accepting it, must insert therein the date of acceptance.

Where the date of acceptance is not entered in the bill, the last day of the period prescribed in the preceding paragraph, or of the period specified by the drawer for acceptance, shall be the date of acceptance.

Article 47

When a bill is presented for acceptance, the drawee may with the consent of the holder, accept to pay a part of the amount payable by the bill. However, the holder is required to give notice of such fact to his prior party or parties.

A conditional acceptance is deemed to be a rejection, but the acceptor shall remain liable on the bill according to the terms and conditions of his acceptance.

When the holder takes a partial acceptance, he shall cause a protest to be made to attest to the residue that has not been accepted.

Article 48

When a bill is presented for acceptance, the drawee may, if necessary, request the holder to agree to a deferment of such presentment, but no deferment shall exceed three days.

Article 49

Where the drawer has not specified in the bill a paying agent for the drawee, the drawee may name and" insert one therein at the time of acceptance.

Article 50

The drawee may, on accepting a bill, insert therein the detailed address where payment is to be made at the place of payment.

第 51 條 (承兌之撤銷)

付款人雖在匯票上簽名承兌，未將匯票交還執票人以前，仍得撤銷其承兌。但已向執票人或匯票簽名人以書面通知承兌者，不在此限。

第 52 條 (承兌之效力)

付款人於承兌後，應負付款之責。

承兌人到期不付款者，執票人雖係原發票人，亦得就第九十七條及第九十八條所定之金額，直接請求支付。

第 51 條

付款人雖在匯票上簽名承兌，未將匯票交還執票人以前，仍得撤銷其承兌。但已向執票人或匯票簽名人以書面通知承兌者，不在此限。

第 52 條

付款人於承兌後，應負付款之責。

承兌人到期不付款者；執票人雖係原發票人，亦得就第九十七條及第九十八條所定之金額，直接請求支付。

Article 51

Before delivery of the bill to the holder, the drawee may revoke his acceptance notwithstanding the fact that he has already accepted it and placed his signature thereon. This provision, shall not apply where the acceptance has been communicated in writing to the holder or any other signatory to the bill.

Article 52

The drawee, after his acceptance of a bill, shall be liable to make payment thereof accordingly.

Where an acceptor defaults at the maturity of the bill, the holder, even if he is concurrently the drawer of the bill, may, nevertheless, claim directly against the acceptor payment of the sums of money/prescribed in Articles 97 and 98 hereinafter.

第四節 參加承兌**第 53 條 (請求參加承兌之時期與對象)**

執票人於到期日前得行使追索權時，匯票上指定有預備付款人者，得請求其為參加承兌。

除預備付款人與票據債務人外，不問何人，經執票人同意，得以票據債務人中之一人為被參加人，而為參加承兌。

第 54 條 (參加承兌之記載事項)

參加承兌，應在匯票正面記載左列各款，由參加承兌人簽名：

- 一、參加承兌之意旨。
- 二、被參加人姓名。
- 三、年、月、日。

第四節 參加承兌**第 53 條**

執票人於到期日前得行使追索權時，匯票上指定有預備付款人者，得請求其為參加承兌。

除預備付款人與票據債務人外，不問何人，經執票人同意，得以票據債務人中之一人為被參加人，而為參加承兌。

第 54 條

參加承兌，應在匯票正面記載左列各款，由參加承兌人簽名：

- 一、參加承兌之意旨。
- 二、被參加人姓名。
- 三、年、月、日。

Section 4 Acceptance for Honor**Article 53**

Where a referee in case of need is specified in a bill, the holder, if he is entitled to exercise his right of recourse before the date of maturity, may request the former to intervene and accept the bill.

Any person, except a referee in case of need or a party already liable on the bill, may, with the consent of the holder, intervene and accept the bill for the honor of any of the parties liable thereon.

Article 54

An acceptance for honor must be entered on the face of the bill, stating the following items, and must be signed by the acceptor for honor:

1. an expression of intent to intervene and accept;
2. name of the person for whose honor the acceptance is made;
3. date.

未記載被參加人者，視為為發票人參加承兌。

未記載被參加人者，視為為發票人參加承兌。

Where the acceptor for honor does not expressly state for whose honor the acceptance is made, it is deemed to be for the honor of the drawer.

預備付款人為參加承兌時，以指定預備付款人之人為被參加人。

預備付款人為參加承兌時，以指定預備付款人之人為被參加人。

Where a referee in case of need intervenes and accepts a bill, the acceptance is deemed to be for the honor of the party who designated him.

第 55 條 (參加之通知與怠於通知之效果)

參加人非受被參加人之委託而為參加者，應於參加後四日內，將參加事由通知被參加人。

第 55 條

參加人非受被參加人之委託而為參加者，應於參加後四日內，將參加事由通知被參加人。

Article 55

Where an acceptor for honor intervenes without a prior request from the party for whose honor he so acts, he shall notify the latter of the fact of the intervention within four days thereafter.

參加人怠於為前項通知因而發生損害時，應負賠償之責。

參加人怠於為前項通知因而發生損害時，應負賠償之責。

In case the acceptor for honor neglects to give the notice required by the preceding paragraph, he shall be liable for damages for whatever injury that may result therefrom.

第 56 條 (參加承兌之效力)

執票人允許參加承兌後，不得於到期日前行使追索權。被參加人及其前手，仍得於參加承兌後，向執票人支付第九十七條所定金額，請其交出匯票及拒絕證書。

第 56 條

執票人允許參加承兌後，不得於到期日前行使追索權。被參加人及其前手，仍得於參加承兌後，向執票人支付第九十七條所定金額，請其交出匯票及拒絕證書。

Article 56

After the holder has assented to an acceptance for honor, he is not allowed to exercise his right of recourse before the bill falls due. After an acceptance for honor, the party for whose honor the acceptance has been made and his prior party or parties may still make payment to the holder of the sums of money enumerated in Article 97 and request the latter to surrender the bill and the protest.

第 57 條 (參加承兌人之責任)

付款人或擔當付款人，不於第六十九條及第七十條所定期限內付款時，參加承兌人應負支付第九十七條所定金額之責。

第 57 條

付款人或擔當付款人，不於第六十九條及第七十條所定期限內付款時，參加承兌人應負支付第九十七條所定金額之責。

Article 57

Where the drawee or his paying agent fails to make payment within the time limits set in Articles 69 and 70, the liability to pay the sums of money enumerated in Article 9 shall then fall upon the acceptor for honor.

第五節 保證

第五節 保證

Section 5 Guaranty

第 58 條 (保證人之資格)

匯票之債務，得由保證人保證之。

第 58 條

匯票之債務，得由保證人保證之。

Article 58

A guarantor or guarantors may be provided to guarantee the liabilities on a bill.

前項保證人，除票據債務人外，不問何人，均得為之。

前項保證人，除票據債務人外，不問何人，均得為之。

Any persons, with the exception of those already liable on the bill, may become the guarantor or guarantors referred to in the preceding paragraph.

第 59 條

保證應在匯票或其謄本上記載左列各款，由保證人簽名。

一、保證人之意旨。

二、被保證人姓名。

三、年、月、日。

保證未載明年、月、日者，以發票年、月、日為年、月、日。

第 59 條

保證應在匯票或其謄本上記載左列各款，由保證人簽名：

一、保證之意旨。

二、被保證人姓名。

三、年、月、日。

保證未載明年月日者，以發票年月日為年月日。

Article 59

A guaranty must be made in writing on the bill, or on a duplicate thereof, stating the following items, and must be signed by the guarantor or guarantors:

1. an expression of intent by the guarantor or guarantors to act as such;

2. name of the party guaranteed;

3. date.

Where a guaranty is undated, the date of drawing of the bill shall be the date of guaranty.

第 60 條 (被保證人之擬制)

保證未載明被保證人者，視為為承兌人保證；其未經承兌者，視為為發票人保證。但得推知其為何人保證者，不在此限。

第 60 條

保證未載明被保證人者，視為為承兌人保證；其未經承兌者，視為為發票人保證。但得推知其為何人保證者，不在此限。

Article 60

Where a guaranty does not name the party guaranteed, it is deemed to be made for the acceptor, or, if the bill is not yet accepted, for the drawer. But this does not apply where the identity of the person guaranteed may reasonably be presumed or ascertained.

第 61 條 (保證人之責任)

保證人與被保證人負同一責任。

被保證人之債務縱為無效，保證人仍負擔其義務。但被保證人之債務，因方式之欠缺而為無效者，不在此限。

第 61 條

保證人與被保證人負同一責任。

被保證人之債務縱為無效，保證人仍負擔其義務。但被保證人之債務，因方式之欠缺而為無效者，不在此限。

Article 61

A guarantor shall assume the same liabilities as the party guaranteed.

Even where the liabilities contracted by the party guaranteed are void, the guarantor shall remain liable for the obligations arising out of the guaranty. But this does not apply where the liabilities of the party guaranteed are voided by reason of a certain defect or defects in form.

第 62 條 (共同保證之責任)

二人以上為保證時，均應連帶負責。

第 62 條

二人以上為保證時，均應連帶負責。

Article 62

When two or more persons act as guarantors together, they are jointly and severally liable.

第 63 條 (一部保證)

保證得就匯票金額之一部分為之。

第 63 條

保證得就匯票金額之一部分為之。

Article 63

A guaranty may be made to guarantee only a part of the amount payable by the bill.

第 64 條 (保證人之權)

第 64 條

Article 64

利)

保證人清償債務後，得行使執票人對承兌人、被保證人及其前手之追索權。

保證人清償債務後，得行使執票人對被保證人及其前手之追索權。

After a guarantor has discharged the liabilities on the bill guaranteed by him by payment, he is subrogated for, and succeeds to, the right of recourse of the holder as regards the party guaranteed and the party or parties prior to the latter.

第六節 到期日

第六節 到期日

Section 6 Date of Maturity

第 65 條 (到期日)

匯票之到期日，應依左列各式之一定之：

- 一、定日付款。
 - 二、發票日後定期付款。
 - 三、見票即付。
 - 四、見票後定期付款。
- 分期付款之匯票，其中任何一期，到期不獲付款時，未到期部分，視為全部到期。

前項視為到期之匯票金額中所含未到期之利息，於清償時，應扣減之。

利息經約定於匯票到期日前分期付款者，任何一期利息到期不獲付款時，全部匯票金額視為均已到期。

第 65 條

匯票之到期日，應依左列各式之一定之：

- 一、定日付款。
 - 二、發票日後定期付款。
 - 三、見票即付。
 - 四、見票後定期付款。
- 分期付款之匯票無效。

Article 65

The date of maturity of a bill must be specified in one of the following forms:

1. payable at a fixed date;
2. payable at a fixed period after date of drawing;
3. payable at sight;
4. payable at a fixed period after sight.

A bill payable in installments is null and void.

第 66 條 (見票即付匯票之到期日)

見票即付之匯票，以提示日為到期日。

第四十五條之規定，於前項提示準用之。

第 66 條

見票即付之匯票，以提示日為到期日。

第四十五條之規定，於前項提示準用之。

Article 66

In the case of a bill payable at sight, the day on which it is presented for payment shall be the date of maturity.

The provisions of Article 45 shall apply mutatis mutandis to the presentment referred to in the preceding paragraph.

第 67 條 (見票後定期付款匯票之到期日)

見票後定期付款之匯票，依承兌日或拒絕承兌證書作成日，計算到期日。

匯票經拒絕承兌而未

第 67 條

見票後定期付款之匯票，依承兌日或拒絕承兌證書作成日，計算到期日。

匯票未載明承兌日，又

Article 67

Where a bill is payable at a fixed period after sight, the date of maturity shall be determined by the date of acceptance or date of protest, as the case may be.

Where the bill bears neither date of

作成拒絕承兌證書者，依第四十五條所規定承兌提示期限之末日，計算到期日。

無拒絕承兌證書者，依第四十五條所規定承兌提示期限之末日，計算到期日。

acceptance nor any proof of protest, the date of maturity shall be determined by the last day of the period prescribed for presentment for acceptance under Article 45.

第 68 條 (期間之計算方法)

發票日後或見票日後一個月或數個月付款之匯票，以在應付款之日與該日期相當之日為到期日；無相當日者，以該月末日為到期日。

發票日後或見票日後一個月或數個月付款之匯票，以在應付款之日與該日期相當之日為到期日；無相當日者，以該月末日為到期日。

Article 68

Where a bill is payable one month or several months after the date of drawing or after sight, the day corresponding to such date in the month in which payment of the bill is due shall be the date of maturity. Where there is no corresponding day in that particular month, the last calendar day thereof shall be the date of maturity.

發票日後或見票日後一個月半或數個月半付款之匯票，應依前項規定，計算全月後加十五日，以其末日為到期日。票上僅載月初、月中、月底者，謂月之一日、十五日、末日。

發票日後或見票日後一個月半或數個月半付款之匯票，應依前項規定，計算全月後加十五日，以其末日為到期日。票上僅載月初、月中、月底者，謂月之一日、十五日、末日。

Where a bill is payable one month and a half or on the 15th of any of the succeeding few months after the date of drawing or after sight, the last day of a 15-day period added to a full calendar month to be worked out in accordance with the provision of the preceding paragraph shall be the date of maturity.

第七節 付款

第七節 付款

Section 7 Payment

第 69 條 (提示付款時期及對象)

執票人應於到期日或其後二日內，為付款之提示。

匯票上載有擔當付款人者，其付款之提示，應向擔當付款人為之。為交換票據向票據交換所提示者，與付款之提示，有同一效力。

第 69 條

執票人應於到期日或其後二日內，為付款之提示。

匯票上載有擔當付款人者，其付款之提示，應向擔當付款人為之。為交換票據向票據交換所提示者，與付款之提示，有同一效力。

Article 69

The holder of a bill shall present it for payment on the day of maturity or within two days thereafter.

Where a paying agent for the drawee is named on a bill, it shall be presented to such agent for payment.

A presentment of a bill to the clearing house for interexchange is as effectual and valid as a presentment for payment.

第 70 條 (付款日期)

付款經執票人之同意，得延期為之。但以提示後三日為限。

第 70 條

付款經執票人之同意，得延期為之。但以提示後三日為限。

Article 70

Payment of a bill may, with the consent of the holder, be deferred, but on deferment shall exceed three days after the presentment.

第 71 條 (付款人之審查責任)

付款人對於背書不連續之匯票而付款者，應自負其責。

第 71 條

付款人對於背書不連續之匯票而付款者，應自負其責。

Article 71

Where the drawee makes payment against a bill not consecutively indorsed, he does so at his own peril.

付款人對於背書簽名之真偽，及執票人是否票據權利人，不負認定之責。但有惡意或重大過失時，不在此限。

付款人對於背書簽名之真偽，及執票人是否本人，不負認定之責。但有詐欺或重大過失時，不在此限。

Unless there is fraud or gross negligence on his part, the drawee assumes no responsibility for verifying the genuineness of the signatures accompanying the indorsements or the identity of the holder.

第 72 條 (期前付款)

到期日前之付款，執票人得拒絕之。
付款人於到期日前付款者，應自負其責。

第 72 條

到期日前之付款，執票人得拒絕之。
付款人於到期日前付款者，應自負其責。

Article 72

The holder may refuse to receive payment [of the bill] before the date of maturity.
Where, the drawee makes, payment before the date of maturity, he does so at his own peril.

第 73 條 (一部付款)

一部分之付款，執票人不得拒絕。

第 73 條

一部分之付款，執票人不得拒絕。
執票人於獲一部分付款後對於未獲付款之一部分應作成拒絕證書證明之。

Article 73

The holder may not refuse to receive a partial payment [of the bill].
On receipt of a partial payment, the holder shall cause a protest to be made as to the unpaid balance.

第 74 條 (匯票之繳回性(一))

付款人付款時，得要求執票人記載收訖字樣簽名為證，並交出匯票。

第 74 條

付款人付款時，得要求執票人記載收訖字樣簽名為證，並交出匯票。

Article 74

The drawee, when making payment, may request the holder to write the word "Received" on the bill, to be evidenced by the latter's signature, and to surrender the bill to him.
Where the drawee makes only a partial payment, he may request the holder to write on the bill the amount received and issue a separate receipt therefor.

付款人為一部分之付款時，得要求執票人在票上記載所收金額，並另給收據。

付款人為一部分之付款時，得要求執票人在票上記載所收金額，並另給收據。

第 75 條 (支付之貨幣)

表示匯票金額之貨幣，如為付款地不通用者，得依付款日行市，以付款地通用之貨幣支付之。但有特約者，不在此限。

第 75 條

表示匯票金額之貨幣，如為付款地不通用者，得依付款日行市，以付款地通用之貨幣支付之。但有特約者，不在此限。

Article 75

Where the amount of a bill is expressed in a currency not in general circulation at the place of payment, payment thereof may be made in the currency in general circulation there according to the exchange rate existing on the day of payment, provided that there is no specific agreement to the contrary.
Where the amount of a bill is expressed in a currency that is in circulation at both the place where it is drawn and the place of payment in identical name but with different values, the currency at the place of payment is presumed to be the one adopted.

表示匯票金額之貨幣，如在發票地與付款地名同價異者，推定其為付款地之貨幣。

表示匯票金額之貨幣，如在發票地與付款地名同價異者，推定其為付款地之貨幣。

第 76 條 (匯票金額之

第 76 條

Article 76

提存)

執票人在第六十九條所定期限內不為付款之提示時，票據債務人得將匯票金額依法提存；其提存費用，由執票人負擔之。

執票人在第六十九條所定期限內不為付款之提示時，票據債務人得將匯票金額提存於付款地之法院商會銀行公會，或其他得受提存之公共會所提存費用由執票人負擔之。

Where the holder fails to present the bill for payment within the period prescribed in Article 69 hereinbefore, the party liable thereon may deposit the amount of the bill with the district court, or with the chamber of commerce, or the bankers' association, or any other public body capable of receiving deposits of this nature, at the place of payment. All expenses incident to such deposit are to be borne by the holder.

前項提存有免除提存人債務之效力。

The deposit referred to in the preceding paragraph has the effect of discharging the depositor from his liabilities on the bill.

第八節 參加付款**第八節 參加付款****Section 8 Payment for Honor****第 77 條 (參加付款之期限)****第 77 條****Article 77**

參加付款，應於執票人得行使追索權時為之。但至遲不得逾拒絕證明作成期限之末日。

參加付款，應於執票人得行使追索權時為之。但至遲不得逾拒絕證明作成期限之末日。

Payment for honor must be made during the time when the holder is entitled to exercise his right of recourse, but in no case shall such payment be made later than the last day of the prescribed period for protest.

第 78 條 (得參加付款人與拒絕參加付款之效果)**第 78 條****Article 78**

參加付款，不問何人，均得為之。
執票人拒絕參加付款者，對於被參加人及其後手喪失追索權。

參加付款，不問何人，均得為之。
執票人拒絕參加付款者，對於被參加人及其後手喪失追索權。

Payment for honor may be made by any person.
Where the holder refuses to receive payment for honor, he loses his right of recourse against the person for whose honor the payment is tendered as well as all parties subsequent to the latter.

第 79 條**第 79 條****Article 79**

付款人或擔當付款人，不於第六十九條及第七十條所定期限內付款者，有參加承兌人時，執票人應向參加承兌人為付款之提示；無參加承兌人而有預備付款人時，應向預備付款人為付款之提示。
參加承兌人或預備付款人，不於付款提示時

付款人或擔當付款人，不於第六十九條及第七十條所定期限內付款者，有參加承兌人時，執票人應向參加承兌人為付款之提示；無參加承兌人而有預備付款人時，應向預備付款人為付款之提示。
參加承兌人或預備付款人，不於付款提示時為

Where the drawee or his paying agent fails to make payment within the periods prescribed in Articles 69 and 70 hereinbefore, the holder shall present the bill to the acceptor for honor for payment if one is available. Where there is no acceptor for honor but a referee in case of need is named on the bill, he shall present the bill to the latter for payment.

Where the acceptor for honor or the referee in case of need fails to discharge the bill by

為清償者，執票人應請作成拒絕付款證書之機關，於拒絕證書上載明之。

執票人違反前二項規定時，對於被參加人與指定預備付款人之人及其後手，喪失追索權。

第 80 條 (優先參加人)

請為參加付款者有數人時，其能免除最多數之債務者，有優先權。

故意違反前項規定為參加付款者，對於因之未能免除債務之人，喪失追索權。

能免除最多數之債務者有數人時，應由受被參加人之委託者或預備付款人參加之。

第 81 條

參加付款，應就被參加人應支付金額之全部為之。

第 82 條

參加付款，應於拒絕付款證書內記載之。

參加承兌人付款，以被參加承兌人為被參加付款人，預備付款人付款，以指定預備付款人之人為被參加付款人。

無參加承兌人或預備付款人，而匯票上未記

清償者，執票人應請作成拒絕付款證書之機關，於拒絕證書上載明之。

執票人違反前二項規定時，對於被參加人與指定預備付款人之人及其後手，喪失追索權。

第 80 條

請為參加付款者有數人時，其能免除最多數之債務者，有優先權。

故意違反前項規定為參加付款者，對於因之未能免除債務之人，喪失追索權。

能免除最多數之債務者有數人時，應由受被參加人之委託者或預備付款人參加之。

第 81 條

參加付款，應就被參加人應支付金額之全部為之。

第 82 條

參加付款，應於拒絕付款證書內記載之。

參加承兌人付款，以被參加承兌人為被參加付款人，預備付款人付款，以指定預備付款人之人為被參加付款人。

無參加承兌人或預備付款人，而匯票上未記載

payment upon presentment, the holder shall request the agency making the protest to note this fact on the said document.

Where the holder fails to comply with any of the provisions of the preceding two paragraphs, he loses his right of recourse against the party for whose honor the bill is accepted and the party who appointed the referee in case of need as well as against all parties to the bill subsequent to them.

Article 80

Where several persons offer to intervene and pay a bill for honor, the one whose payment will discharge the most part of the liabilities on the bill is to be given the preference.

A payer for honor who wilfully violates the provision of the preceding paragraph loses his right of recourse against any party or parties to the bill whose liabilities thereon would have been discharged but for the former's intervention.

Where there are several persons offering to intervene and pay a bill for honor, all of whom have the equal ability to discharge the most part of the liabilities on the bill, the person who is authorized by the party for whose honor the payment is to be made or the referee in case of need shall be accepted as the payer for honor.

Article 81

Payment for honor shall be made of the entire amount payable by the party for whose honor the payment is made.

Article 82

When payment for honor is made, it must be duly recorded in the protest.

Where payment is made by the acceptor for honor, he is deemed to be paying -for the honor of the party for whose honor he has accepted the bill. Where payment is made by the referee in case of need, he is deemed to be paying for the honor of the party who has so designated him.

Where there is neither acceptor for honor nor referee in case of need and the bill also does

載被參加付款人者，以發票人為被參加付款人。

第五十五條之規定，於參加付款準用之。

被參加付款人者，以發票人為被參加付款人。

第五十五條之規定，於參加付款準用之。

not indicate the party for whose honor the payment is made, the drawer shall be the party for whose honor the payment is made.

The provisions of Article 55 shall apply mutatis mutandis to payment for honor.

第 83 條 (匯票之繳回性(二))

參加付款後，執票人應將匯票及收款清單交付參加付款人，有拒絕證書者，應一併交付之。

違反前項之規定者，對於參加付款人，應負損害賠償之責。

第 83 條

參加付款後，執票人應將匯票及收款清單交付參加付款人，有拒絕證書者，應一併交付之。

違反前項之規定者，對於參加付款人，應負損害賠償之責。

Article 83

Upon payment for honor, the holder must surrender the bill, together with a voucher for the payment received, to the payer for honor. Where a protest has been made, it must be surrendered at the same time.

Where the holder violates the provision of the preceding paragraph, he shall be liable to the payer for honor damages.

第 84 條 (參加付款之效力)

參加付款人，對於承兌人、被參加付款人及其前手，取得執票人之權利。但不得以背書更為轉讓。

被參加付款人之後手，因參加付款而免除債務。

第 84 條

參加付款人，對於承兌人、被參加付款人及其前手，取得執票人之權利。但不得以背書更為轉讓。

被參加付款人之後手，因參加付款而免除債務。

Article 84

The payer for honor is subrogated for, and succeeds to, all the rights and powers of the holder as regards the acceptor and the party for whose honor he pays, as well as any party to the bill prior to them, but he may not further negotiate the bill by indorsement.

Any party to the bill subsequent to the party for whose honor the payment is made is discharged from his liabilities thereon by virtue of such payment.

第九節 追索權

第九節 追索權

Section 9 Right of Recourse

第 85 條 (到期追索與期前追索)

匯票到期不獲付款時，執票人於行使或保全匯票上權利之行為後，對於背書人、發票人及匯票上其他債務人得行使追索權。

有左列情形之一者，雖在到期日前，執票人亦得行使前項權利：

- 一、匯票不獲承兌時。
- 二、付款人或承兌人死亡、逃避或其他原因無從為承兌或付款提示

第 85 條

匯票到期不獲付款時，執票人於行使或保全匯票上權利之行為後，對於背書人、發票人及匯票上其他債務人得行使追索權。

有左列情形之一者，雖在到期日前，執票人亦得行使前項權利：

- 一、匯票不獲承兌時。
- 二、付款人或承兌人死亡、逃避或其他原因無

Article 85

Where a bill is dishonored by non-acceptance at its maturity, the holder, after having performed all acts necessary to the exercise and preservation of his rights thereon, is entitled to exercise his right of recourse against the indorser, the drawer and any other party or parties liable on the instrument.

In any of the following situations the holder may exercise his right of recourse even before the maturity of the bill:

1. Where the bill has been dishonored by non-acceptance;
2. Where presentment for acceptance is rendered impossible by the death or

時。

三、付款人或承兌人受破產宣告時。

從為承兌提示時。

三、付款人或承兌人受破產宣告時。

absconding of the drawee, or of the acceptor, or by some other cause;

3. Where the drawee or the acceptor has been adjudged a bankrupt.

第 86 條 (拒絕證書之作成)

匯票全部或一部不獲承兌或付款或無從為承兌或付款提示時，執票人應請求作成拒絕證書證明之。

付款人或承兌人在匯票上記載提示日期，及全部或一部承兌或付款之拒絕，經其簽名後，與作成拒絕證書有同一效力。

付款人或承兌人之破產，以宣告破產裁定之正本或節本證明之。

匯票全部或一部不獲承兌或付款或無從為承兌或付款提示時，執票人應請求作成拒絕證書證明之。

付款人或承兌人在匯票上記載提示日期，及全部或一部承兌或付款之拒絕，經其簽名後，與作成拒絕證書有同一效力。

付款人或承兌人之破產，以宣告破產裁定之正本或節本證明之。

Article 86

Where a bill is dishonored by non-acceptance or non-payment or where presentment for acceptance thereof is rendered impossible, the holder must apply for a protest to be made to attest to such fact.

Where the drawee or the acceptor makes a note on the bill of the date of presentment and of his non-acceptance or non-payment, as the case may be, such note, accompanied by his signature, has the same force and effect as a protest.

Bankruptcy of the drawee or of the acceptor must be proved by an authenticated copy of the decree of bankruptcy.

第 87 條 (作成拒絕證書之期限)

拒絕承兌證書，應於提示承兌期限內作成之。

拒絕付款證書，應以拒絕付款日或其後五日內作成之。但執票人允許延期付款時，應於延期之末日，或其後五日內作成之。

拒絕承兌證書，於提示承兌期內作成之。

拒絕付款證書，應於拒絕付款日或其後五日內作成之。但執票人允許延期付款時，應於延期之末日，或其後五日內作成之。

Article 87

A protest for non-acceptance must be made within the period allowed for presentment for acceptance.

A protest for non-payment must be made on the day payment is refused or within five days thereafter. However where the holder assents to a request for deferment of payment, the protest must be made on the last day of such deferment or within five days thereafter.

第 88 條 (已作成拒絕承兌證書效果)

拒絕承兌證書作成後，無須再為付款提示，亦無須再請求作成付款拒絕證書。

第 88 條

拒絕承兌證書作成後，無須再為付款提示，亦無須再請求作成付款拒絕證書。

Article 88

After the making of a protest for non-acceptance, neither presentment for payment nor protest for non-payment will be necessary.

第 89 條 (拒絕事由之通知)

執票人應於拒絕證書作成後四日內，對於背書人、發票人及其他匯票上債務人，將拒絕事由通知之。

如有特約免除作成拒

第 89 條

執票人對於拒絕證書作成後四日內，對於背書人、發票人及其他匯票上債務人，將拒絕事由通知之。

如有特約免除作成拒

Article 89

The holder must notify the indorser or indorsers the drawer, and all other parties liable on the bill of the fact of dishonor within four days after the making of the protest.

Where there is a waiver of protest by a

絕證書時，執票人應於拒絕承兌或拒絕付款後四日內，為前項之通知。

背書人應於收到前項通知後四日內，通知其前手。

背書人未於票據上記載住所或記載不明時，其通知對背書人之前手為之。

證書時，執票人應於拒絕承兌或拒絕付款後四日內，為前項之通知。

背書人應於收到前項通知後四日內，通知其前手。

背書人未於票據上記載住所或記載不明時，其通知對背書人之前手為之。

specific agreement, the holder, must give the notice referred to in the preceding paragraph within four days after dishonor by non-acceptance or non-payment.

Any indorser, on receiving the notice referred to in the preceding paragraph, must in turn notify the party prior to him within four days thereafter.

Where the address of an indorser's domicile is not indicated on the bill, or where, albeit indicated, it is not clearly written and, therefore, indiscernible, the notice intended for him is to be addressed to his antecedent party.

第 90 條 (通知義務之免除)

發票人、背書人及匯票上其他債務人，得於第八十九條所定通知期限前，免除執票人通知之義務。

第 91 條 (通知方法)

通知得用任何方法為之。但主張於第八十九條所定期限內曾為通知者，應負舉證之責。

付郵遞送之通知，如封面所記被通知人之住所無誤，視為已經通知。

第 92 條 (因不可抗力遲誤通知之補救)

因不可抗力，不能於第八十九條所定期限內將通知發出者，應於障礙中止後，四日內行之。

證明於第八十九條所定期間內已通知發出者，認為遵守通知期限。

第 93 條 (怠於通知之

第 90 條

發票人、背書人及匯票上其他債務人，得於第八十九條所定通知期限前，免除執票人通知之義務。

第 91 條

通知得用任何方法為之。但主張於第八十九條所定期限內曾為通知者，應負舉證之責。

付郵遞送之通知，如封面所記被通知人之住所無誤，視為已經通知。

第 92 條

因不可抗力，不能於第八十九條所定期限內將通知發出者，應於障礙中止後，四日內行之。

證明於第八十九條所定期間內已將通知發出者，認為遵守通知期限。

第 93 條

Article 90

The drawer, or any indorser, or any other party liable on the bill, may exempt the holder from his obligation of giving notice of dishonor before the expiration of the prescribed period for notice under Article 89.

Article 91

Notice of dishonor may be sent through any medium of communication. However, the party who asserts that he has given notice within the period prescribed in Article 89 shall bear the burden of proof.

Where notice is sent through the post, if the address of the domicile of the person to be notified is correctly written on the envelop, the sender is deemed to have given due notice.

Article 92

Where a party is prevented from sending notice within the period prescribed in Article 89 by circumstances beyond his control, he must send it within four days after the extraordinary circumstances causing the delay have ceased to exist.

Where a party offers proof to show that he has sent notice within the period prescribed in Article 89, he is deemed to have abided by the prescribed period for notice.

Article 93

效果)

不於第八十九條所定期限內為通知者，仍得行使追索權。但因其怠於通知發生損害時，應負賠償之責；其賠償金額，不得超過匯票金額。

不於第八十九條所定期限內為通知者，仍得行使追索權。但因其怠於通知發生損害時，應負賠償之責；其賠償金額，不得超過匯票金額。

Where a party fails to give notice within the period prescribed in Article 89, he may still exercise his right of recourse except that he shall be liable for damages in case any injury results from his neglect in giving notice. However, the measure of damages shall in no case exceed the amount payable by the bill.

第 94 條 (免除作成拒絕證書)

發票人或背書人，得為免除作成拒絕證書之記載。
發票人為前項記載時，執票人得不請求作成拒絕證書，而行使追索權。但執票人仍請求作成拒絕證書時，應自負擔其費用。

第 94 條

發票人或背書人，得為免除作成拒絕證書之記載。
發票人為前項記載時，執票人得不請求作成拒絕證書，而行使追索權。但執票人仍請求作成拒絕證書時，應自負擔其費用。

Article 94

The drawer or an indorser of a bill may insert therein a waiver of protest.

Where the drawer makes such an insertion as the one referred to in the preceding paragraph (in the bill), the holder may, in case of dishonor, exercise his right of recourse without first applying for a protest. If, however, the holder still applies for a protest, he shall himself bear the expenses incident thereto.

Where an indorser makes such an insertion as the one referred to in the first paragraph of this Article, the insertion is operative as regards the said indorser only. If the holder chooses to have a protest made, he may claim against other signatories to the bill reimbursement of the expenses incurred therefor.

背書人為第一項記載時，僅對於該背書人發生效力。執票人作成拒絕證書者，得向匯票上其他簽名人要求償還其費用。

背書人為第一項記載時，僅對於該背書人發生效力。執票人作成拒絕證書者，得向匯票上其他簽名人要求償還其費用。

第 95 條 (提示義務)

匯票上雖有免除作成拒絕證書之記載，執票人仍應於所定期限內為承兌或付款之提示。但對於執票人主張未為提示者，應負舉證之責。

第 95 條

匯票上雖有免除作成拒絕證書之記載，執票人仍應於所定期限內為承兌或付款之提示。但對於執票人主張未為提示者，應負舉證之責。

Article 95

Despite that there, is a waiver of protest inserted in a bill, the holder must still present it for acceptance or payment within the prescribed period. If, however, it is contended that the holder has not presented the bill for acceptance or payment, the party making such contention shall bear the burden of proof.

第 96 條 (票據債務人責任)

發票人、承兌人、背書人及其他票據債務人，對於執票人連帶負責。
執票人得不依負擔債務之先後，對於前項債

第 96 條

發票人、承兌人、背書人及其他票據債務人，對於執票人連帶負責。
執票人得不依負擔債務之先後，對於前項債務

Article 96

The drawer, the acceptor, the indorser or indorsers, and all other parties liable on a bill are jointly and severally liable to the holder.

The holder may exercise his right of recourse against any or several or all of the parties

務人之一人或數人或全體行使追索權。

執票人對於債務人之一人或數人已為追索者，對於其他票據債務人，仍得行使追索權。

被追索者已為清償時，與執票人有同一權利。

人之一人或數人或全體行使追索權。

執票人對於債務人之一人或數人已為追索者，對於其他票據債務人，仍得行使追索權。

被追索者已為清償時，與執票人有同一權利。

liable on the bill, referred to in the preceding paragraph, irrespective of order of liability.

Where the holder has exercised his right of recourse against one or several of the parties liable on the bill, he may still exercise such right against any remaining party or parties liable thereon.

Where a party against whom the holder has exercised his right of recourse has discharged his liabilities by payment, he acquires the same rights and powers as the holder.

第 97 條 (得追索之金額)

執票人向匯票債務人行使追索權時，得要求左列金額：

一、被拒絕承兌或付款之匯票金額，如有約定利息者，其利息。

二、自到期日起如無約定利率者，依年利六釐計算之利息。

三、作成拒絕證書與通知及其他必要費用。

於到期日前付款者，自付款日至到期日前之利息，應由匯票金額內扣除。

無約定利率者，依年利六釐計算。

第 97 條

執票人向匯票債務人行使追索權時，得要求左列金額：

一、被拒絕承兌或付款之匯票金額，如有約定利息者，其利息。

二、自到期日起如無約定利率者，依年利六釐計算之利息。

三、作成拒絕證書與通知及其他必要費用。

於到期日前付款者，自付款日至到期日前之利息，應由匯票金額內扣除。

無約定利率者，依年利六釐計算。

Article 97

The holder, in exercising his right of recourse against any party or parties liable on the bill, is entitled to claim the following sums of money:

1 The amount payable by the bill dishonored by non-acceptance or non-payment and the interest thereon, if any has been agreed upon;

2 Interest at the rate of six per cent per annum from the date of maturity, if no interest rate has been agreed upon;

3. Expenses incurred for making protest and sending notice of dishonor and other necessary spendings.

Where payment is made before the date of maturity, interest from the date of payment to the date of maturity shall be deducted from the amount, payable by the bill.

In the absence of an agreed rate, interest shall be computed at the rate of six per cent per annum.

第 98 條 (再追索之金額)

為第九十七條之清償者，得向承兌人或前手要求左列金額：

一、所支付之總金額。
二、前款金額之利息。

三、所支出之必要費用。

發票人為第九十七條

第 98 條

為第九十七條之清償者，得向承兌人或前手要求左列金額：

一、所支付之總金額。
二、前款金額之利息。

三、所支出之必要費用。

發票人為第九十七條之

Article 98

Any party who has discharged a bill by payment in accordance with the provisions of Article 97 is entitled to claim against the acceptor or any parties prior to him the following sums of money:

1. The total amount paid under the bill;

2. Interest on the amount referred to in the above clause;

3. Necessary expenses incurred in connection with the discharge.

Where the drawer has discharged

之清償者，向承兌人要求之金額同。

清償者，向承兌人要求之金額同。

his liabilities by payment in accordance with the provisions of Article 97, he is entitled to claim against the acceptor such sums of money as specified in the preceding paragraph.

第 99 條 (回頭背書匯票之追索權)

執票人為發票人時，對其前手無追索權。

第 99 條

發票人為背書人時，對其前手無追索權。

Article 99

Where an indorser himself is concurrently the drawer, he has no right of recourse against his prior party or parties.

執票人為背書人時，對該背書之後手無追索權。

前背書人為被背書人時，對其原有之後手無追索權。

Where an indorsement is made in, such a manner that a prior indorser becomes the indorsee, he has no right of recourse against the party or parties subsequent to him before the indorsement.

第 100 條 (被追索人之權利)

匯票債務人為清償時，執票人應交出匯票，有拒絕證書時，應一併交出。

第 100 條

匯票上債務人為清償時，執票人應交出匯票及附有收據之償還計算書，有拒絕證書時，應一併交出。

Article 100

Where a bill is discharged by payment by a party liable thereon, the holder must deliver up to the former the bill and a statement on the sums paid, with a receipt attached thereto. Where there is a protest, it must be delivered up to the said party at the same time.

匯票債務人為前項清償，如有利息及費用者，執票人應出具收據及償還計算書。

背書人為清償時，得塗銷自己及其後手之背書。

背書人為清償時，得塗銷自己及其後手之背書。

Where a bill is discharged by payment by an indorser, he may strike or rub out his own indorsement as well as those of his subsequent party or parties.

第 101 條 (一部承兌時之追索)

匯票金額一部分獲承兌時，清償未獲承兌部分之人，得要求執票人在匯票上記載其事由，另行出具收據，並交出匯票之謄本及拒絕承兌證書。

第 101 條

匯票金額一部分獲承兌時，清償未獲承兌部分者，得要求執票人在匯票上記載其事由，並交出收據、匯票之謄本及其證書。

Article 101

Where a part of the amount of a bill is accepted, the party who discharges the unaccepted part of the bill by payment may require the holder to note such fact thereon and to deliver up to him a receipt therefor, together with a duplicate of the bill and the protest.

第 102 條 (發行回頭匯票之追索)

有追索權者，得以發票人或前背書人之一人或其他票據債務人為付款人，向其住所所在地發見票即付之匯

第 102 條

有追索權者，得以發票人或前背書人之一人或其他票據債務人為付款人，向其住所所在地發見票即付之匯票。但有

Article 102

Except where there exists an express agreement to the contrary, a party to a bill who is entitled to exercise the right of recourse may issue and draw on the drawer, or on one of the prior indorsers, or on any

票。但有相反約定時，不在此限。

前項匯票之金額，於第九十七條及第九十八條所列者外，得加經紀費及印花稅。

相反約定時，不在此限。

前項匯票之金額，於第九十七條及第九十八條所列者外，得加經紀費及印花稅。

other party liable on the bill, a demand bill payable at the place of domicile of such party.

The amount of the bill drawn in accordance with the preceding paragraph may, in addition to the sums specified in Articles 97 and 98, include a commission charge and the cost for a revenue stamp.

第 103 條 (回頭匯票金額之決定)

執票人依第一百零二條之規定發匯票時，其金額依原匯票付款地匯往前手所在地之見票即付匯票之市價定之。

背書人依第一百零二條之規定發匯票時，其金額依其所在地匯往前手所在地之見票即付匯票之市價定之。

前二項市價，以發票日之市價為準。

第 103 條

執票人依第一百零二條之規定發匯票時，其金額依原匯票付款地匯往前手所在地之見票即付匯票之市價定之。

背書人依第一百零二條之規定發匯票時，其金額依其所在地匯往前手所在地之見票即付匯票之市價定之。

前二項市價，以發票日之市價為準。

Article 103

Where the holder draws a bill by force of Article 102, the amount of the bill shall be fixed according to the market value of a demand bill drawn at the place of payment of the original bill and payable by remittance at the place of his antecedent party.

Where an indorser draws a bill by force of Article 102, the amount of the bill shall be fixed according to the market value of a demand bill drawn at his place and payable by remittance at the place of his antecedent party.

The market value referred to in the preceding two paragraphs shall be the market value prevailing on the day of drawing.

第 104 條 (追索權之喪失)

執票人不於本法所定期限內為行使或保全匯票上權利之行為者，對於前手喪失追索權。

執票人不於約定期限內為前項行為者，對於該約定之前手，喪失追索權。

第 104 條

執票人不於本法所定期限內為行使或保全匯票上權利之行為者，對於前手喪失追索權。

執票人不於約定期限內為前項行為者，對於該約定之前手，喪失追索權。

Article 104

Where the holder fails to do those acts necessary to the exercise and preservation of his rights on the bill within the period prescribed in this Law, he loses his right of recourse against all his antecedent parties.

Where the holder fails to do those acts referred to in the preceding paragraph within a certain definite period fixed by a specific agreement, he loses his right of recourse against his prior parties with whom he has made such agreement.

第 105 條 (遇不可抗力事變之處置)

執票人因不可抗力之事變，不能於所定期限內為承兌或付款之提示，應將其事由從速通知發票人、背書人及其他票據債務人。

第 105 條

執票人因不可抗力之事變，不能於所定期限內為承兌或付款之提示，應將其事由從速通知發票人、背書人及其他票據債務人。

Article 105

Where the holder is prevented from making presentment for acceptance or payment within the prescribed period by circumstances beyond his control, he must give immediate notice of such fact to the drawer, the indorser or indorsers, and all other parties liable on the bill.

第八十九條至第九十三條之規定，於前項通知準用之。

不可抗力之事變終止後，執票人應即對付款人提示。

如事變延至到期日後三十日以外時，執票人得逕行使追索權，無須提示或作成拒絕證書。

匯票為見票即付或見票後定期付款者，前項三十日之期限，自執票人通知其前手之日起算。

第八十九條至第九十三條之規定於前項通知準用之。

不可抗力之事變終止後，執票人應即對付款人提示。

如事變延至到期日後三十日以外時，執票人得逕行使追索權，無須提示或作成拒絕證書。

匯票為見票即付或見票後定期付款者，前項三十日之期限，自執票人通知其前手之日起算。

The provisions of Articles 89 and 93 shall apply mutatis mutandis to the notice referred to in the preceding paragraph.

As soon as the uncontrollable circumstances have ceased to exist, the holder must present the bill to the drawee.

If and when the uncontrollable circumstances extend over thirty days beyond the date of maturity, the holder may resort to his right of recourse forthwith without being required to make presentment or protest.

Where the bill is payable at sight or at a fixed period after sight, the 30-day period referred to in the preceding paragraph shall begin to run from the day the holder serves notice upon the party prior to him.

第一〇節 拒絕證書

第 106 條 (拒絕證書作成機關)

拒絕證書，由執票人請求拒絕承兌地或拒絕付款地之法院公證處、商會或銀行公會作成之。

第 107 條 (應載事項)

拒絕證書，應記載左列各款，由作成人簽名，並蓋作成機關之印章：

一、拒絕者及被拒絕者之姓名或商號。

二、對於拒絕者，雖為請求未得允許之意旨，或不能會晤拒絕者之事由或其營業所、住所或居所不明之情形。

三、為前款請求，或不能為前款請求之地及其年、月、日。

四、於法定處所外作成拒絕證書時，當事人之

第十節 拒絕證書

第 106 條

拒絕證書，由執票人請求拒絕承兌地或拒絕付款地之法院公證處、商會或銀行公會作成之。

第 107 條

拒絕證書，應記載左列各款，由作成人簽名，並蓋作成機關之印章：

一、拒絕者及被拒絕者之姓名或商號。

二、對於拒絕者，雖為請求未得允許之意旨，或不能會晤拒絕者之事由，或其營業所、住所或居所不明之情形。

三、為前款請求，或不能為前款請求之地及其年、月、日。

四、於法定處所外作成拒絕證書時，當事人之

Section 10 Protest of Bill

Article 106

A protest must be made, on the application of the holder by the notarial office of the district court, or by the chamber of commerce or the bankers' association, of the place where the bill was dishonored by non-acceptance or non-payment.

Article 107

A protest must contain the following particulars and must be signed by the person making it with the official seal of the agency where it is made affixed thereto:

1. Personal or business names of both the party protested against and the party protesting;

2. A statement to the effect that the bill, upon presentment, was dishonored by the party protested against, or that he could not be met, or that his, business office, or domicile, or residence, is unknown;

3. The place and date of making the presentment referred to in the preceding clause, or where such presentment could not be effected, the place and date of attempting it;

4. Where the protest is made at a place other than that sanctioned by law, a recital of the

合意。

五、有參加承兌時或參加付款時，參加之種類及參加人，並被參加人之姓名或商號。

六、拒絕證書作成之處所及其年、月、日。

合意。

五、有參加承兌時或參加付款時，參加之種類及參加人，並被參加人之姓名或商號。

六、拒絕證書作成之處所及其年、月、日。

mutual assent between the parties to such place;

5. Where there is acceptance or payment for honor, its nature and the personal or business names of both the acceptor, or the payer for honor, and the party for whose honor the acceptance or payment is made;

6. Date and place of the protest.

第 108 條 (付款拒絕證書之制作)

付款拒絕證書，應在匯票或其黏單上作成之。匯票有複本或謄本者，於提示時，僅須在複本之一份或原本或其黏單上作成之。但可能時，應在其他複本之各份或謄本上記載已作拒絕證書之事由。

第 108 條

存款拒絕證書，應在匯票或其黏單上作成之。匯票有複本或謄本者，於提示時，僅須在複本之一份或原本或其黏單上作成之。但可能時，應在其他複本之各份或謄本上記載已作拒絕證書之事由。

Article 108

A protest must be made on the bill or upon an allonge annexed thereto.

Where the bill is drawn in a set or in duplicates, the protest has only to be made, at the time of presentment of the bill, on one part of the set, or on the original bill, or upon the allonge annexed thereto, if any. Nevertheless, wherever possible, the fact of protest shall be noted on every other part of the set, or on each of the duplicate copies.

第 109 條 (其他拒絕證書之制作)

付款拒絕證書以外之拒絕證書，應照匯票或其謄本作成抄本，在該抄本或其黏單上作成之。

第 109 條

付款拒絕證書以外之拒絕證書，應照匯票或其謄本作成抄本，在該抄本或其黏單上作成之。

Article 109

Any protest, except for non-payment, shall be made on a transcript from the original bill or one of its duplicate copies, or upon the allonge annexed thereto, if any.

第 110 條 (拒絕交還原本時證書之記載處所)

執票人以匯票之原本請求承兌或付款而被拒絕，並未經返還原本時，其拒絕證書，應在謄本或其黏單上作成之。

第 110 條

執票人以匯票之原本請求承兌或付款而被拒絕，並未經返還原本時，其拒絕證書，應在謄本或其黏單上作成之。

Article 110

Where the holder presents the original bill for acceptance or payment and the same is not returned after dishonor, the protest shall be made on one of its duplicate copies or upon the allonge annexed thereto, if any.

第 111 條 (記載地位)

拒絕證書應接續匯票上、複本上或謄本上原有之最後記載作成之。

第 111 條

拒絕證書應接續匯票上、複本上或謄本上原有之最後記載作成之。

Article 111

A protest must be made in such a way as to follow immediately the last entry already on the bill, or on a part of it, if it be drawn in a set, or on one of its duplicate copies.

Where the protest is made upon the allonge annexed to the bill, a seal [of the maker's] shall be affixed across the abutting edges.

在黏單上作成者，並應於騎縫處簽名。

在黏單上作成者，並應於騎縫處簽名。

第 112 條 (作成份數)

對數人行使追索權時，祇須作成拒絕證書一份。

第 113 條 (抄本)

拒絕證書作成人，應將證書原本交付執票人，並就證書全文另作抄本存於事務所，以備原本滅失時之用。抄本與原本有同一效力。

第一一節 複本**第 114 條 (複本之發行及份數)**

匯票之受款人，得自負擔其費用，請求發票人發行複本。但受款人以外之執票人，請求發行複本時，須依次經由其前手請求之，並由其前手在各複本上，為同樣之背書。前項複本以三份為限。

第 115 條 (複本之款式)

複本應記載同一文句，標明複本字樣，並編列號數，未經標明複本字樣，並編列號數者，視為獨立之匯票。

第 116 條 (複本之效力)

就複本之一付款時，其他複本失其效力。但承兌人對於經其承兌而未取回之複本，應負其責。

背書人將複本分別轉讓於二人以上時，對於經其背書而未收回之

第 112 條

對數人行使追索權時，祇須作成拒絕證書一份。

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拒絕證書作成人，應將證書原本交付執票人，並就證書全文另作抄本存於事務所，以備原本滅失時之用。抄本與原本有同一效力。

第十一節 複本**第 114 條**

匯票之受款人，得自負擔其費用，請求發票人發行複本。但受款人以外之執票人，請求發行複本時，須依次經由其前手請求之，並由其前手在各複本上，為同樣之背書。

第 115 條

複本應記載同一文句，標明複本字樣，並編列號數。未經標明複本字樣，並編列號數者，視為獨立之匯票。

第 116 條

就複本之一付款時，其他複本失其效力。但承兌人對於經其承兌而未取回之複本，應負其責。

背書人將複本分別轉讓於二人以上時，該背書人及其後手亦為分別轉

Article 112

Where the right of recourse is to be exercised against several parties jointly liable on the bill, only one protest is required to be made against them all.

Article 113

The maker of a protest must deliver up its original copy to the holder and must also make a transcript of the complete text of the protest to be kept at his office for use in Case the original copy is destroyed or lost. A transcript of a protest has the same force, and effect as the original.

Section 11 Bills in A Set**Article 114**

The payee of a bill. may, at his own expense, request the drawer to issue and draw the bill in a set. However, when such a request is made by a holder other than the payee, he must do so through all his prior parties individually in inverse order who are required to add their indorsements identically to each and every part of the set.

Article 115

A bill drawn in a set must, in each part of it, be worded identically, marked distinctly with the words "Bill in a set" and serially numbered. Where any part thereof is not so marked and numbered, it is deemed to be a separate bill.

Article 116

Where any one part of a bill drawn in a set is discharged by payment, the validity of the other part or parts thereof shall extinguish. However, an acceptor who accepts any one part of a bill drawn in a set without requiring the other part or parts to be delivered up to him shall remain personally liable therefor.

Where an indorser negotiates parts of a bill drawn in a set to two or more persons respectively, the said indorser and his

複本，應負其責。

將複本各份背書轉讓與同一人者，該背書人為償還時，得請求執票人交出複本之各份。但執票人已立保證或提供擔保者，不在此限。

第 117 條 (提示承兌與行使追索權)

為提示承兌送出複本之一者，應於其他各份上載明接收人之姓名或商號及其住址。

匯票上有前項記載者，執票人得請求接收人交還其所接收之複本。

接收人拒絕交還時，執票人非以拒絕證書證明左列各款事項，不得行使追索權：

- 一、曾向接收人請求交還此項複本，而未經其交還。
- 二、以他複本為承兌或付款之提示，而不獲承兌或付款。

第一二節 謄本

第 118 條 (謄本之製作與效力)

執票人有作成匯票謄本之權利。

謄本應標明謄本字樣，謄寫原本上之一切事項，並註明迄於何處為謄寫部分。

執票人就匯票作成謄

讓者，對於經其背書而未收回之複本，應負其責。

將複本各份背書轉讓與同一人者，該背書人為償還時，得請求執票人交出複本之各份。但執票人已立保證或提供擔保者，不在此限。

第 117 條

為提示承兌送出複本之一者，應於其他各份上載明接收人之姓名或商號及其住址。

匯票上有前項記載者，執票人得請求接收人交還其所接收之複本。

接收人拒絕交還時，執票人非以拒絕證書證明左列各款事項，不得行使追索權：

- 一、曾向接收人請求交還此項複本，而未經其交還。
- 二、以他複本為承兌或付款之提示，而不獲承兌或付款。

第十二節 謄本

第 118 條

執票人有作成匯票謄本之權利。

謄本應標明謄本字樣，謄寫原本上之一切事項，並註明迄於何處為謄寫部分。

執票人就匯票作成謄本

subsequent party or parties, if the latter further similarly negotiate them to other persons, shall be liable for any part or parts of the bill they have themselves indorsed that are not surrendered to them.

Where a bill drawn in a set is negotiated to one person in its entirety, the indorser may, at the time of discharge by payment, request the holder to surrender to him all parts of the bill unless the latter has furnished a guarantee bond or security in substitution therefor.

Article 117

Where one part of a bill drawn in a set is presented for acceptance, the personal or business name and address of the acceptor must be inserted in every other part of the bill.

Where a bill contains such an insertion as the one referred to in the preceding paragraph, the holder may require the acceptor to surrender to him that part of the bill that he has accepted.

In the event of refusal by the acceptor to surrender, the holder may not exercise his right of recourse unless and until a protest has been made in attestation to the following facts:

1. That the acceptor failed to surrender the part accepted by him in spite of request therefor;
2. That presentment for acceptance or payment made with another part of the bill has been dishonored.

Section 12 Duplicates of Bill

Article 118

The holder of a bill is entitled to make a duplicate or luplicates of the bill.

A duplicate must be marked distinctly with the word "Duplicate" and must transcribe exactly all the particulars contained in the original bill, with a note as to where the transcription ends.

Where a duplicate is made .of a bill, the

本時，應將已作成謄本之旨，記載於原本。背書及保證，亦得在謄本上為之，與原本上所為之背書及保證有同一效力。

時，應將已作成謄本之旨，記載於原本。背書及保證，亦得在謄本上為之，與原本上所為之背書及保證有同一效力。

holder shall make a recital in the original bill to that effect.

Indorsement and guaranty may also be made on a duplicate with the same force and effect as if they were made on the original.

第 119 條 (使用謄本之時機與方式)

為提示承兌送出原本者，應於謄本上載明原本接收人之姓名或商號及其住址。匯票上有前項記載者，執票人得請求接收人交還原本。

接收人拒絕交還時，執票人非將會向接收人請求交還原本而未經其交還之事由，以拒絕證書證明，不得行使追索權。

第 119 條

為提示承兌送出原本者，應於謄本上載明原本接收人之姓名或商號及其住址。匯票上有前項記載者，執票人得請求接收人交還原本。

接收人拒絕交還時，執票人非將會向接收人請求交還原本而未經交還之事由，以拒絕證書證明，不得行使追索權。

Article 119

Where an original bill is presented for acceptance, the personal or business name and address of the acceptor must be inserted in the duplicate or duplicates of the bill.

Where a bill contains such an insertion as the one referred to in the preceding paragraph, the holder may request the acceptor to surrender the original to him.

In the event of refusal by the acceptor to surrender, the holder may not exercise his right of recourse unless and until a protest has been made to attest to the fact that the acceptor failed to surrender the original to him in spite of request therefor.

第三章 本票

第 120 條 (本票之應載事項)

本票應記載左列事項，由發票人簽名：
一、表明其為本票之文字。
二、一定之金額。
三、受款人之姓名或商號。
四、無條件擔任支付。
五、發票地。
六、發票年、月、日。
七、付款地。
八、到期日。
未載到期日者，視為見票即付。
未載受款人者，以執票人為受款人。
未載發票地者，以發票人之營業所、住所或居所所在地為發票地。

第三章 本票

第 120 條

本票應記載左列事項，由發票人簽名：
一、表明其為本票之文字。
二、一定之金額。
三、受款人之姓名或商號。
四、無條件擔任支付。
五、發票地。
六、發票年、月、日。
七、付款地。
八、到期日。
未載到期日者，視為見票即付。
未載受款人者，以執票人為受款人。
未載發票地者，以發票人之營業所、住所或居所所在地為發票地。

Chapter III PROMISSORY NOTES

Article 120

A promissory note must specify the following particulars and must be signed by the maker:

1. Words expressing it to be a promissory note;
2. A sum certain in money;
3. Personal or business name of the payee;
4. An unconditional promise to pay;
5. Place where it is drawn;
6. Date of drawing;
7. Place of payment;
8. Date of maturity.

Where a note does not specify the date of maturity it is deemed to be payable at sight.

Where a note does not name the payee, it shall be payable to bearer.

Where a note does not specify the place where it is drawn the place of the maker's business office, or of his domicile or residence, shall be such place.

未載付款地者，以發票地為付款地。
見票即付，並不記載受款人之本票，其金額須在五百元以上。

未載付款地者，以發票地為付款地。

Where a note does not specify the place of payment, the place where it is drawn shall be such place.

第 121 條 (發票人之責任)

本票發票人所負責任，與匯票承兌人同。

第 121 條

本票發票人所負責任，與匯票承兌人同。

Article 121

The maker of a Promissory note shall assume the same liabilities as the acceptor of a bill of exchange.

第 122 條 (見票後定期付款本票特別規定)

見票後定期付款之本票，應由執票人向發票人為見票之提示，請其簽名，並記載見票字樣及日期；其提示期限，準用第四十五條之規定。

未載見票日期者，應以所定提示見票期限之末日為見票日。

發票人於提示見票時，拒絕簽名者，執票人應於提示見票期限內，請求作成拒絕證書。

執票人依前項規定，作成見票拒絕證書後，無須再為付款之提示，亦無須再請求作成付款拒絕證書。

執票人不於第四十五條所定期限內為見票之提示或作成拒絕證書者，對於發票人以外之前手，喪失追索權。

第 122 條

見票後定期付款之本票，應由執票人向發票人為見票之提示，請其簽名，並記載見票字樣及日期；其提示期限，準用第四十五條之規定。

未載見票日期者，應以所定提示見票期限之末日為見票日。

發票人於提示見票時，拒絕簽名者，執票人應於提示見票期限內，請求作成拒絕證書。

執票人依前項規定，作成見票拒絕證書後，無須再為付款之提示，亦無須再請求作成付款拒絕證書。

執票人不於第四十五條所定期限內為見票之提示或作成拒絕證書者，對於發票人以外之前手，喪失追索權。

Article 122

The holder of a note payable at a fixed period after sight must present the note -to the maker for sight, requesting the latter to sign it and insert therein the word "Sighted" and the date of presentment. The provisions of Article 45 shall apply mutatis mutandis to the time limit for such presentment.

Where the date of sight is not indicated on a note, the last day of the prescribed period for presentment for sight shall be such date.

Upon the refusal of the maker to place his signature on the bill when presented to him for sight, the holder must apply for and cause a protest to be made within the period fixed for presentment for sight.

Where a protest for non-sight has been made in compliance with the provision of the preceding paragraph, there is no need to further present the bill for payment, nor is it necessary to cause a protest for non-payment to be made.

Where the holder fails to present the bill for sight within the period prescribed in Article 45 or to cause a protest to be duly made, he loses his right of recourse against all his prior parties except the maker of the bill.

第 123 條 (本票之強制執行)

執票人向本票發票人行使追索權時，得聲請法院裁定後強制執行。

第 123 條

執票人向本票發票人行使追索權時，得聲請法院裁定後強制執行。

Article 123

The holder, in exercising his right of recourse against the maker, may petition a competent court to grant a decree for compulsory execution.

第 124 條 (關於準用匯)

第 124 條

Article 124

票之規定)

第二章第一節第二十五條第二項、第二十六條第一項及第二十八條，關於發票人之規定；第二章第二節關於背書之規定，除第三十五條外；第二章第五節關於保證之規定；第二章第六節關於到期日之規定，第二章第七節關於付款之規定；第二章第八節關於參加付款之規定，除第七十九條及第八十二條第二項外；第二章第九節關於追索權之規定，除第八十七條第一項、第八十八條及第一百零一條外；第二章第十節關於拒絕證書之規定；第二章第十二節關於謄本之規定，除第一百十九條外；均於本票準用之。

第二章第一節第二十六條第一項、第二十八條，關於發票人之規定；第二章第二節關於背書之規定，除第三十五條外；第二章第五節關於保證之規定；第二章第六節關於到期日之規定；第二章第七節關於付款之規定；第二章第八節關於參加付款之規定，除第七十九條及第八十二條第二項外；第二章第九節關於追索權之規定；除第八十七條第一項、第八十八條及第一百零一條外；第二章第十節關於拒絕證書之規定；第二章第十二節關於謄本之規定，除第一百十九條外；均於本票準用之。

The provisions pertaining to the drawer in paragraph I of Article 26 and Article 28, Section 1, Chapter II; those pertaining to indorsement in Section 2, Chapter II, except Article 35, those pertaining to guaranty in Section 5 Chapter II, those pertaining to maturity in Section 6, Chapter II; those pertaining to .payment for honor in Section 8, Chapter II, except Article 79 and paragraph 2 of Article 82, those pertaining to right of recourse in Section 9, Chapter II except paragraph 1 of Article 87 and Articles 88 and 101; those pertaining to protest in Section 10, Chapter II; and those pertaining to duplicates of bill in Section 12, Chapter II, except Article 119, shall apply mutatis mutandis to promissory notes.

第四章 支票

第 125 條 (支票之應載事項)

支票應記載左列事項，由發票人簽名：
一、表明其為支票之文字。
二、一定之金額。
三、付款人之商號。
四、受款人之姓名或商號。
五、無條件支付之委託。
六、發票地。
七、發票年、月、日。
八、付款地。
未載受款人者，以執票人為受款人。
未載發票地者，以發票人之營業所、住所或居所為發票地。

第四章 支票

第 125 條

支票應記載左列事項，由發票人簽名：
一、表明其為支票之文字。
二、一定之金額。
三、付款人之商號。
四、受款人之姓名或商號。
五、無條件支付之委託。
六、發票地。
七、發票年、月、日。
八、付款地。
未載受款人者，以執票人為受款人。
未載發票地者，以發票人之營業所、住所或居所為發票地。

Chapter IV CHEQUES

Article 125

A cheque must specify the following particulars and must be signed by the drawer:
1. Words expressing it to be a cheque;
2. A sum certain in money;
3. Business name of the drawee;
4. Personal or business name of the payee;
5. An unconditional order to pay;
6. Place where it is drawn;
7. Date of drawing;
8. Date of payment.
Where a cheque does not name the payee, it shall be payable to bearer.
Where a cheque does not specify the place where it is drawn, the place of the drawee's business office, or of his domicile or

發票人得以自己或付款人為受款人，並得以自己為付款人。

發票人得以自己或付款人為受款人，並得以自己為付款人。

依本法第一百二十八條第二項提示付款者，其提示日視為發票日。

residence, shall be such place.

A cheque may be drawn payable to the drawer himself or to the drawee, and may also be drawn payable by the drawer himself.

Where a cheque is presented for payment in accordance with paragraph 2 of Article 128 hereinafter, the day it is presented is deemed to be the date of drawing.

第 126 條 (發票人之責任)

發票人應照支票文義擔保支票之支付。

第 126 條

發票人應照支票文義擔保支票之支付。

Article 126

The drawer of a cheque shall guarantee the payment thereof according to its tenor.

第 127 條 (付款人之資格)

支票之付款人，以第四條所定之金融業者為限。

第 127 條

支票之付款人，以銀錢業者及信用合作社為限。

Article. 127

Drawees of cheques are limited to banks and credit co-operatives.

第 128 條 支票限於見票即付，有相反之記載者，其記載無效。

支票在票載發票日前，執票人不得為付款之提示。

第 128 條

支票限於見票即付，有相反之記載者，其記載無效。

執票人於票載日期前，提示付款時應即付款。

Article 128

A cheque must be payable on demand only. Where a cheque contains a statement to the contrary, such a statement is null and void.

Where the holder of a cheque presents it for payment before the date inserted therein, it must be paid forthwith.

第 129 條 (轉帳或抵銷)

以支票轉帳或為抵銷者，視為支票之支付。

第 129 條

以支票轉帳或為抵銷者，視為支票之支付。

Article 129

Where a cheque is used to effect a transfer of, or to offset, an account, such a transfer or offset shall be deemed to be a discharge of the cheque by payment.

第 130 條 (提示期限)

支票之執票人，應於左列期限內，為付款之提示：

一、發票地與付款地在同一省(市)區內者，發票日後七日內。

二、發票地與付款地不在同一省(市)區內者，發票日後十五日內。

第 130 條

支票之執票人，除依第一百二十八條第二項規定提示外，應於左列期限內，為付款之提示：

一、在發票地付款者，發票日後十日內。

二、不在發票地付款者，發票日後一個月內。

Article 130

Except where presentment is made in accordance with the provision of paragraph 2 of Article 128, the holder of a cheque must present it for payment within the following periods:

1. Within ten days after the date of drawing if the cheque is payable at the place where it is drawn;

2. Within one month after the date of drawing if the cheque is payable at a place other than that where

三、發票地在國外，付款地在國內者，發票日後二個月內。

三、發票地在國外，付款地在國內者，發票日後三個月內。

it is drawn;

3. Within three months after the date of drawing if the cheque is drawn in a foreign country and payable in this country.

第 131 條

執票人於第一百三十條所定提示期限內，為付款之提示而被拒絕時，對於前手得行使追索權。但應於拒絕付款日或其後五日內，請求作成拒絕證書。付款人於支票或黏單上記載拒絕文義及其年、月、日並簽名者，與作成拒絕證書，有同一效力。

第 131 條

執票人於第一百三十條所定提示期限內，為付款之提示而被拒絕時，對於前手得行使追索權。但應於拒絕付款日或其後五日內，請求作成拒絕證書。付款人於支票上記載拒絕文義及其年、月、日，並簽名者，與作成拒絕證書，有同一效力。向票據交換所提示之支票，如有拒絕文義之記載，與作成拒絕證書有同一效力。

Article 131

Where a cheque presented by the holder for payment within one of the periods prescribed in Article 130 is dishonored, the holder may exercise his right of recourse against his prior party or parties, provided that he applies for and causes a protest to be made on the day of dishonor or within five days thereafter. Where the drawee inserts in the cheque a statement giving the fact of dishonor and the date thereof, accompanied by his signature, such a statement is deemed to have the same force and effect as a protest. Where a cheque presented to the clearing house contains a statement concerning the fact of dishonor, such a statement is deemed to have the same force and effect as a protest.

第 132 條 (喪失追索權之理由)

執票人不於第一百三十條所定期限內為付款之提示，或不於拒絕付款日或其後五日內請求作成拒絕證書者，對於發票人以外之前手，喪失追索權。

第 132 條

執票人不於第一百三十條所定期限內為付款之提示，或不於拒絕付款日或其後五日內請求作成拒絕證書者，對於發票人以外之前手，喪失追索權。

Article 132

Where the holder fails to make presentment for payment within one of the periods prescribed in Article 130, or fails to apply for a protest to be made on the day of dishonor or within five days thereafter, he loses his right of recourse against all his prior parties except the drawer.

第 133 條 (利息之請求)

執票人向支票債務人行使追索權時，得請求自為付款提示日起之利息，如無約定利率者，依年利六釐計算。

第 133 條

執票人向支票債務人行使追索權時，得請求自為付款提示日起之利息，如無約定利率者，依年利六釐計算。

Article 133

The holder, in exercising his right of recourse against any party liable on the cheque, is entitled to claim interest on the amount thereof from the day the cheque was presented for payment. Where no rate has been agreed upon, interest shall be computed at six per cent per annum.

第 134 條 (提示期限經過後發票人之責任)

發票人雖於提示期限經過後，對於執票人仍負責任。但執票人怠於提示，致使發票人受損失時，應負賠償之責，

第 134 條

發票人雖於提示期限經過後，對於執票人仍負責任。但執票人怠於提示，致使發票人受損失時，應負賠償之責，其

Article 134

The drawer shall remain liable to the holder notwithstanding the expiration of the prescribed period for presentment. However, if the drawer suffers any injury as a result of the holder's neglect in making presentment,

其賠償金額，不得超過票面金額。

賠償金額，不得超過票面金額。

the latter shall be liable for damages. The measure of such damages shall in no case exceed the face amount of the cheque.

第 135 條 (撤銷付款委託之限制)

發票人於第一百三十條所定期限內，不得撤銷付款之委託。

第 135 條

發票人於第一百三十條所定期限內，不得撤銷付款之委託。但支票遺失或被盜竊或以惡意或重大過失取得時不在此限。

Article 135

The drawer must not countermand his order of payment within the prescribed period under Article 130, except where the cheque is lost or stolen or where the holder secured possession thereof mala fide or by gross wrongful act.

第 136 條 (提示期限經過後之付款)

付款人於提示期限經過後，仍得付款。但有左列情事之一者，不在此限：

- 一、發票人撤銷付款之委託時。
- 二、發行滿一年時。

第 136 條

付款人於提示期限經過後，仍得付款。但有左列情事之一者，不在此限：

- 一、發票人撤銷付款之委託時。
- 二、發行滿一年時。

Article 136

Payment may still be made by the drawee after the expiration of the prescribed period for presentment, provided that one of the following situations is not present:

1. Where the drawer has countermanded his order of payment;
2. Where the cheque has been overdue for one year or more since the date of drawing.

第 137 條 (一部付款)

付款人於發票人之存款或信用契約所約定之數不敷支付支票金額時，得就一部分支付之。

前項情形，執票人應於支票上記明實收之數目。

第 137 條

付款人於發票人之存款或信用契約所約定之數不敷支付支票金額時，得就一部分支付之。

前項情形，執票人應於支票上記明實收之數目。

Article 137

Where the drawer's funds on deposit or the sum of money agreed to be advanced to the drawer under the contract extending credit are insufficient to meet the amount of the cheque drawn, the drawee may pay a part of the amount thereof.

Where a situation like the one referred to in the preceding paragraph occurs, the holder shall indicate on the cheque the actual amount received by him.

第 138 條

付款人於支票上記載照付或保付或其他同義字樣並簽名後，其付款責任，與匯票承兌人同。

付款人於支票上已為前項之記載時，發票人及背書人免除其責任。

付款人不得為存款額外或信用契約所約定

第 138 條

付款人於支票上記載照付或保付或其他同義字樣後，其付款責任與匯票承兌人同。

付款人於支票上已為前項之記載時，發票人及背書人免除其責任。

付款人不得為存款額外或信用契約所約定數目

Article 138

After the drawee has written on the face of a cheque the word "Certified", or the words "Payment guaranteed", or any other words of similar import, he shall assume the same liability of payment as the acceptor of a bill of exchange.

Where the drawee has written on the face of a cheque such word or words as referred to in the preceding paragraph, the drawer and all indorsers thereof are discharged from their liabilities.

The drawee is not allowed to guarantee payment if the amount of the cheque drawn

數目以外之保付，違反者應科以罰鍰。但罰鍰不得超過支票金額。依第一項規定，經付款人保付之支票，不適用第十八條、第一百三十條及第一百三十六條之規定。

第 139 條 (平行線支票)

支票經在正面劃平行線二道者，付款人僅得對金融業者支付票據金額。

支票上平行線內記載特定金融業者，付款人僅得對特定金融業者支付票據金額。但該特定金融業者為執票人時，得以其他金融業者為被背書人，背書後委託其取款。

劃平行線支票之執票人，如非金融業者，應將該項支票存入其在金融業者之帳戶，委託其代為取款。

支票上平行線內，記載特定金融業者，應存入其在該特定金融業者之帳戶，委託其代為取款。

劃平行線之支票，得由發票人於平行線內記載照付現款或同義字樣，由發票人簽名或蓋章於其旁，支票上有此記載者，視為平行線之撤銷。但支票經背書轉讓者，不在此限。

第 140 條 (付款人之賠償責任)

違反第一百三十九條之規定而付款者，應負賠償損害之責。但賠償金額不得超過支票金額。

以外之保付，違反者應科以罰鍰，但罰鍰不得超過支票金額。

第 139 條

發票人、背書人或執票人，在支票正面畫平行線二道，或於其線內並記銀行公司或其他同義之文字者，其支票僅得對銀錢業者支付之。

發票人、背書人或執票人，於平行線內記載特定銀錢業者之商號，其支票僅得對於特定銀錢業者支付之，但該特定銀錢業者得以其他銀錢業者為被背書人，背書後委託其取款。

銀錢業者受委託取款時，得於未畫線支票正面畫平行線二道，或於平行線之內記載自己之商號。

第 140 條

違反第一百三十九條之規定而付款者，應負賠償損害之責。但賠償金額不得超過支票金額。

by the drawer exceeds the latter's funds on deposit or the sum of money agreed to be advanced to the latter under the contract extending credit. Whoever violates this rule shall be punishable by a fine, but the amount of the fine imposed shall under no circumstances exceed that of the cheque involved.

Article 139

Where the drawer, or an indorser, or the holder, draws on the face of a cheque two parallel traverse lines or further inserts between these lines the word "Bank" or "Corporation" or any other word or words of similar import, such cheque is payable only to or through a bank.

Where the drawer, or an indorser, or the holder, inserts specifically on the face of a cheque, between the two-parallel traverse lines drawn, the name of a designated bank, it is payable only to such designated bank.

However, the designated bank may further indorse the cheque to, and authorize another bank, as indorsee, to collect payment thereof. A bank authorized to collect payment of an uncrossed cheque may draw on the face of the cheque two parallel traverse lines or insert between these lines its own business name.

Article. 140

Where payment is made in violation of the provisions of Article 139, the payer shall be liable for damages for whatever injury that may result therefrom. But the measure of such damages shall under no circumstances exceed the amount of the cheque involved.

第 141 條
(刪除)**第 141 條**

明知已無存款，又未經付款人允許墊借而對之發支票者，處一年以下有期徒刑、拘役或科或併科該支票面額以下之罰金。

發支票時，故意將金額超過其存款或超過付款人允許墊借之金額者，處一年以下有期徒刑、拘役或科或併科該超過金額以下之罰金。

發票人於第一百三十條所定之期限內，故意撤回其存款之全部或一部，使支票不獲支付者，準用前二項之規定。

Article 141

A person who draws a cheque against a drawee well knowing that he has no funds on deposit with the latter and not having obtained the latter's consent to extend credit to him shall be punishable by imprisonment for not more than one year or by detention, or by a fine not exceeding the face amount of the cheque involved, or by both imprisonment, or detention, and fine.

A person who wilfully draws a cheque the amount of which exceeds the funds on deposit under his account with, or the sum of money agreed to be advanced to him by, the drawee shall be punishable by imprisonment for not more than one year, or by detention, or by a fine not exceeding the face amount of the cheque involved, or by both imprisonment, or detention, and fine.

Where the drawer of a cheque wilfully withdraws the whole or a part of the funds on deposit under his account with the drawee within the prescribed period under Article 130, thus causing the cheque to be dishonored by non-payment, the provisions of the preceding two paragraphs shall apply mutatis mutandis.

第 142 條
(刪除)**第 142 條**

依前條規定處罰之案件，不適用刑法第五十六條之規定。

Article 142

The provisions of Article 56 of the Criminal Code shall not apply in cases punishable under the provisions of the preceding article.

第 143 條

付款人於發票人之存款或信用契約所約定之數，足敷支付支票金額時，應負支付之責。但收到發票人受破產宣告之通知者，不在此限。

第 143 條

付款人於發票人之存款或信用契約所約定之數足敷支付支票金額時，應負支付之責。但收到發票人受破產宣告之通知者，不在此限。

Article 143

The drawee of a cheque shall be liable to pay the amount of the cheque if the funds on deposit under the drawer's account or the sum of money agreed to be advanced to the drawer under the contract extending credit are sufficient to meet the payment except where the drawee has received prior notice that the drawer has been adjudged a bankrupt.

第 144 條 (準用匯票之規定)

第二章第一節第二十五條第二項關於發票人之規定；第二節關於

第 144 條

第二章第二節關於背書之規定，除第三十五條外；第二章第七節關於

Article 144

The provisions, pertaining to indorsement in Section 2, Chapter II, except Article 35; those pertaining to payment in Section 7, Chapter

背書之規定，除第三十五條外；第二章第七節關於付款之規定，除第六十九條第一項、第二項、第七十條、第七十二條、第七十六條外；第二章第九節關於追索權之規定，除第八十五條第二項第一款、第二款、第八十七條、第八十八條、第九十七條第一項第二款、第二項及第一百零一條外；第二章第十節關於拒絕證書之規定，除第一百零八條第二項、第一百零九條及第一百十條外；均於支票準用之。

付款之規定，除第六十九條第一項、第二項、第七十條、第七十二條、第七十六條外；第二章第九節關於追索權之規定，除第八十五條第二項第一款、第二款、第八十七條、第八十八條、第九十七條第一項第二款、第二項及第一百零一條外；第二章第十節關於拒絕證書之規定，除第一百零八條第二項、第一百零九條及第一百十條外；於支票準用之。

II, except paragraphs 1 and 2 of Article 26 and Articles 70, 72 and 76; those pertaining to right of recourse in Section 9, Chapter II, except paragraph 2, clause 1, of Article 85, Articles 87 and 88, and paragraph 1, clause 2, and paragraph 2 of Article 97 and Article 101; those pertaining to protest in Section 10, Chapter II, except paragraph 2 of Article 108, Articles 109 and 110, shall apply mutatis mutandis to cheques.

第五章 附則

第 144-1 條

(刪除)

第 145 條 (施行細則之制定)

本法施行細則，由行政院定之。

第 146 條 (施行日)

本法自公布日施行。

第五章 附則

第 145 條

本法自公布日施行。

Chapter V Supplementary Provisions

Article 145

This Law shall take effect from the date of promulgation.