

日本商法 第三編 海商

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JAPANESE COMMERCIAL CODE _ BOOK III MARITIME COMMERCE

Japan Maritime Law

第一章 船舶及ヒ船舶所有者

Chapter 1 Ships and Shipowner

第一章 船舶與船舶所有人

第六百八十四條

Article 684 Definition

第六八四條 定義

1. 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
2. 本編ノ規定ハ端舟其他櫓權ノミヲ以テ運轉シ又ハ主トシテ櫓權ヲ以テ運轉スル舟ニハ之ヲ適用セス

1. A ship within the meaning of this Code is one which is made available in navigation for the purpose of engaging in commercial transactions.
2. The provisions of this Book shall not apply to small boats or to any vessel propelled only or chiefly by oars.

1. 本法所稱船舶係一可用於從事商業而為航行之船舶。
2. 本法規定不適用於小船或任何僅用櫓槳推動之任何船舶。

第六百八十五條

Article 685 Accessory to the ship

第六八五條 船舶屬具

船舶ノ屬具目錄ニ記載シタル物ハ其從物ト推定ス

Any article entered in the ship's inventory of appurtenances is presumed to be an accessory to the ship.

任何登錄於船舶設備目錄之物件均推定為船舶之屬具。

第六百八十六條

Article 686 Registration of ship

第六八六條 船舶登記

1. 船舶所有者ハ特別法ノ定ムル所ニ從ヒ登記ヲ為シ且船舶国籍證書ヲ請受クルコトヲ要ス
2. 前項ノ規定ハ總噸數二十噸未滿ノ船舶ニハ之ヲ適用セス

1. The owner of a ship shall, in accordance with the provisions of special laws, effect registration of the ship and apply for and obtain a certificate of nationality.
2. The provisions of the preceding paragraph shall not apply to any ships of a gross tonnage of less than twenty tons.

1. 船舶所有人應依特別法規定為船舶之登記並取得国籍證書。
2. 前項規定不適用於總噸位低於二十總噸之船舶。

第六百八十七條

Article 687 Transfer of ship

第六八七條 船舶讓與

船舶所有權ノ移轉ハ其登記

No transfer of the ownership of a ship can be

船舶所有權讓與非經登記

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

set up against a third person, unless such transfer has been registered and an entry thereof made in the certificate if nationality.

並載明於国籍証書上，不得對抗第三人。

第六百八十八條

Article 688 Transfer of ship during voyage

第六八八條 航程中之船舶讓與

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

In case where the ownership of a ship is transferred during a voyage, any profits and losses arising from the voyage shall, in the absence of any special agreement, accrue to the transferee.

航程中船舶所有權之讓與，如無任何特別協議，該航程所生損益歸受讓人所有。

第六百八十九條

Article 689 Seizure or provisional seizure of ship

第六八九條 船舶扣押或假扣押

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)ハ發航ノ準備ヲ終ハリタル船舶ニ對シテハ之ヲ為スコトヲ得ス但其船舶カ發航ヲ為ス為メニ生シタル債務ニ付テハ此限ニ在ラス

No exercise of seizure or provisional seizure (excluding the case according to the method of making registration of provisional seizure) can be levied on a ship which has completed preparations for commencing a voyage. Provided that, this shall not apply in respect of such obligations as may have been incurred for the purpose of making preparations for commencing the voyage.

船舶之扣押或假扣押(不包括依據使之登記之假扣押方式)，於發航準備完成後不得為之。然為使航行準備可能所生之債務不在此限。

第六百九十條

Article 690 Liability of shipowners

第六九〇條 船舶所有人責任

船舶所有者ハ船長其他ノ船員ガ其職務ヲ行フニ當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

A shipowner shall be liable to compensate for any damage done intentionally or negligently to another person by the mariner such as the master in the performance of his duties.

對於因船員故意過失所致對第三人之損害，包括船長履行其職務，船舶所有人應負責補償之。

第六百九十一條

Article 691

第六九一條

削除

Deleted.

刪除

第六百九十二條

Article 692

第六九二條

削除

Deleted.

刪除

第六百九十三條

Article 693 Co-ownership of ship – matters relating to the use

第六九三條 船舶共有-船舶使用事項

船舶共有者ノ間ニ在リテハ船舶ノ利用ニ關スル事項ハ各共有者ノ持分ノ価格ニ從ヒ其過半数ヲ以テ之ヲ決ス

As between the co-owners of a ship, matters relating to the use of the ship shall be decided by the majority of votes based on the value of the interest of each co-owner.

船舶共有人間有關船舶使用事項應由每一共有人應有部分價值過半數決定之。

第六百九十四條

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 Co-ownership of ship – matters relating to the expenses

The co-owners of a ship shall bear the expenses relating to the use of the ship in proportion to the value of their interests.

第六九四條 船舶共有 - 費用事項

船舶共有者對於船舶利用所生費用應依其應有部分比例分擔之。

第六百九十五條

1. 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
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發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

Article 695 Co-ownership of ship –right of a person who objects to resolution

1. If the co-owners of a ship have resolved to make a new voyage or to effect extensive repairs to the ship, any co-owner who objects to such resolution may demand of the other co-owners that they purchase his interest at a reasonable price.
2. A person who intends to make the demand mentioned in the preceding paragraph shall despatch notice thereof to the other co-owners or to the ship's husband within three days of the day of such resolution; however, in the case of a person who did not participate in the resolution, the period shall be computed from the day following that on which he shall have received notice of such resolution.

第七九五條 船舶共有 - 拒絕決議人之權利

1. 船舶共有人間已就新航程或對船舶進行大幅整修達成協議，而任一共有者反對此一決議者，得要求其他共有者以合理價額購買其應有部分。
2. 任何欲依前項主張請求之人應於決議後三日內通知其他共有者或船舶經理人；然如該共有者未參與該決議者，該通知期限應自其收到決議通知之翌日起算。

第六百九十六條

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任ヲ負ス

Article 696 Co-ownership of ship –liability to perform obligations

The co-owners of ship are bound to perform any obligations which have arisen in connection with the use of the ship in proportion to the value of their interest.

第六九六條 船舶共有 - 履行義務之責任

船舶共有者對於利用船舶所生之債務，應就其應有部分負比例分擔之責。

第六百九十七條

損益ノ分配ハ每航海ノ終ニ於テ船舶共有者ノ持分ノ價格ニ応シテ之ヲ為ス

Article 697 Co-ownership of ship – apportionment of profit and loss

The apportionment of profit and loss shall be effected at the end of each voyage in proportion to the value of the interests of the co-owners of the ship.

第六九七條 船舶共有 - 損益分擔

損益分擔應於每航程終了後就共有者之應有部分比例分擔之。

第六百九十八條

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シテ其持分ノ全部又ハ一部ヲ他人ニ讓渡スルコトヲ得但船舶管理人ハ此限ニ在ラス

Article 698 Co-ownership of ship – assignment of interest

Even in cases where the relation of partnership exists between the co-owners of a ship, each co-owner may, without the consent of the other co-owners, assign to another person the whole or a part of his interest in the ship; however, this shall not apply to a ship's husband.

第六九八條 船舶共有 - 應有部分之轉讓

即使於船舶共有之合夥關係存續期間，任一共有者仍得將其對於船舶利益之全部或一部，不經其他共有者同意，轉讓給第三人。然此規定於船舶經理人不適用之。

第六百九十九条

1. 船舶共有者ハ船舶管理人ヲ選任スルコトヲ要ス
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
3. 船舶管理人ノ選任及ヒ其代理権ノ消滅ハ之ヲ登録スルコトヲ要ス

第七百条

1. 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
 - (a) 船舶ノ讓渡若クハ賃貸ヲ為シ又ハ之ヲ抵当ト為スコト
 - (b) 船舶ヲ保險ニ付スルコト
 - (c) 新ニ航海ヲ為スコト
 - (d) 船舶ノ大修繕ヲ為スコト
 - (e) 借財ヲ為スコト
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対抗スルコトヲ得ス

第七百一条

1. 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
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

第七百二条

1. 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

Article 699 The co-owners of a ship shall be required to appoint a ship's husband.

1. The co-owners of a ship shall be required to appoint a ship's husband.
2. The consent of all the co-owners is required for the appointment of a ship's husband who is not a co-owner.
3. The appointment of a ship's husband and the termination of his delegated authority shall be registered.

Article 700 Co-ownership of ship –powers of ship's husband

1. The ship's husband shall have authority to do on behalf of the co-owners all judicial and extra-judicial acts relating to the use of the ship, except the following:
 - (a) The assignment, letting or hypothecation of the ship;
 - (b) The effecting of an insurance on the ship;
 - (c) The making of a new voyage;
 - (d) The extensive repair of the ship;
 - (e) The borrowing of money.
2. No restriction imposed upon such delegated authority of a ship's husband can be set up against a bona fide third person.

Article 701 Co-ownership of ship- duty of ship's husband

1. The ship's husband shall keep a special book and enter therein all matters relating to the use of the ship.
2. At the end of each voyage the ship's husband shall without delay render an account relating to the voyage and submit it to each co-owner for approval.

Article 702 Co-ownership of ship - loss of nationality and purchase of interest

1. Where a ship would lose her Japanese nationality by reason of the transfer of the interest of a co-owner or of the loss of

第六九九條 船舶共有者應指派船舶經理人

1. 船舶共有者應指派船舶經理人。
2. 船舶經理人非共有者時，其委派需經共有者全數同意。
3. 船舶經理人之指派及其權限之終止必須登記。

第七〇〇條 船舶共有-船舶經理人之權力

1. 船舶經理人有關船舶之營運，於所有訴訟上或訴訟外，有代表共有者之權限，然下列情形除外：
 - (a) 船舶讓與、出租或抵押；
 - (b) 船舶相關保險之投保；
 - (c) 設立新航程；
 - (d) 船舶大修；
 - (e) 金錢之借入。
2. 對於船舶經理人權限所加之限制，不得對抗善意第三人。

第七〇一條 船舶共有-船舶經理人之職責

1. 船舶經理人應保持一特別簿本記載有關船舶營運之所有事項。
2. 於每一航程結束後，船舶經理人應儘速備就將該航程帳款資料，並交由每一船舶共有者認可。

第七〇二條 船舶共有-喪失國籍及購入

1. 由於共有者之權益轉讓或共有者喪失國籍而使船舶將喪失日本國籍

- 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
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
- nationality by a co-owner may purchase such interest at a reasonable price or apply to the Court for its sale by official auction.
2. Where a ship belonging to a company would lose her Japanese nationality by reason of the transfer of a member's interest, in the case of a gomei-kaisha the other partners, and in the case of a goshi-kaisha the other partners with unlimited liability, may purchase such interest at a reasonable price.
2. 由於合作社會員權益讓與而使船舶之所屬合作社喪失日本國籍者時之其他會員，或有限公司之其他合夥人或無限責任無限公司之其他合夥人，得以合理價格購買該權益。

第七百三条

Article 703 Lease of ship -registration

第七〇三條 船舶出租 - 登記

- 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權ヲ取得シタル者ニ対シテモ其効力ヲ生ス
- The lease of a ship, if registered, shall be effective even as against a person who has subsequently acquired a real right in the ship.
- 船舶出租，一經登記，具有對抗任何嗣後對船舶主張權利之效力。

第七百四条

Article 704 Lease of ship - legal relation

第七〇四 船舶出租 - 法律關係

1. 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權利義務ヲ有ス
2. 前項ノ場合ニ於テ船舶ノ利用ニ付キ生シタル先取特權ハ船舶所有者ニ対シテモ其効力ヲ生ス但先取特權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
1. If the leases of a ship makes her available in navigation for the purpose of engaging in commercial transactions, he shall in relation to third person have the same rights and duties as the owner in connection with matters relating to the use of the ship.
2. In the case mentioned in the preceding paragraph, any preferential right which has arisen in connection with the use of the ship shall be effective even as against the owner of the ship; this shall not, however, apply in cases where the holder of the preferential right was aware that the use was not in conformity with the contract.
1. 為從事商務航行而出租船舶者，其與第三人間之關係，具有船舶所有人對於船舶利用有關事項同樣之權利及義務。
2. 於前項情況下，任何有關利用船舶所生之優先權利具有對抗船舶所有人之效力；然優先權之權利人已知船舶之使用並非依據契約而為之時，即不適用之。

第二章 船長

Chapter II Mariners

第二章 海員

第七百五条

Article 705 Liability to exercise due care

第七〇五條 注意義務

1. 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、荷送人其他ノ利害關係人ニ対シテ損害賠償ノ責ヲ免ルルコトヲ得ス
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
1. The master shall not be relieved of his liability in damages to the shipowner, charterer, consignor and other persons interested unless he proves that he has not failed to exercise due care in the performance of his duties.
2. The master shall not, as regards persons other than the shipowner, be relieved of the liability mentioned in the preceding paragraph even in cases where he has acted in conformity with the owner's instructions.
1. 除船長能證明其在執行職務方面已善盡注意義務，否則不得免除其對船舶所有人、租傭船人、貨主及其他利害關係人之損害賠償責任。
2. 即使船長係依據船舶所有人指示而為作為，船長仍不得免除前項所述責任(對船舶所有人除外)。

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 Liability to exercise due supervision

In cases where a seaman has caused damage to other persons in the performance of his duties, the master shall not be relieved of his liability in damages unless he proves that he has not failed to exercise due supervision.

第七〇六條 適當監督之義務

海員於執行業務過程中致他人損害，船長除能證明其業已善盡監督之責，否則其不應被免除損害賠償之責。

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對シテ其責ニ任ス

Article 707 Responsibility for appointing another in his place

In case the master is unable to command the ship in person because of unavoidable reasons, he may appoint another to perform his duties, except as otherwise provided for by law or ordinances; in such an event, the master shall be responsible to the owner for the appointment.

第七〇七條 指派替代人員之義務

當船長由於不可避免理由而無法親自指揮船舶時，除法令另有特別規定外，船長須指派他人履行其職責；於此情況下，就該指派，船長應對船舶所有人負責。

第七百八条

削除

Article 708

Deleted.

第七〇八條

刪除

第七百九条

1. 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
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

Article 709 Liability to keep documents

1. The master shall keep on board the inventory of the ship's appurtenances and the documents relating to the contract of carriage.
2. It may be provided for by ordinance in respect of a ship which is not a foreign-going ship that the inventory of the ship's appurtenances of the preceding paragraph need not be kept on board.

第七〇九 保持文件之責任

1. 船長於船上應保持船舶設備屬具目録及有關貨物運送之契約。
2. 法令得規定，對於非航向外國之船舶，無須於船上保持前項之船舶設備屬具目録。

第七百十条

削除

Article 710

Deleted.

第七一〇條

刪除

第七百十一条

削除

Article 711

Deleted.

第七一一條

刪除

第七百十二条

1. 船長ハ航海中最モ利害關

Article 712 Disposition of cargo

1. During the voyage the master shall dispose

第七一二條 貨物處置

1. 於航程途中，船長得以利

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| <p>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</p> <p>2. 利害關係人ハ船長ノ行為ニ因リ其積荷ニ付テ生シタル債權ノ為メ之ヲ債權者ニ委付シテ其責ヲ免ルルコトヲ得但利害關係人ニ過失アリタルトキハ此限ニ在ラス</p> | <p>of the cargo in such manner as will be the best advantage of the persons interested.</p> <p>2. A person interested may be relieved of liability arising from an act of the master in connection with his cargo by abandoning such cargo to the creditor; provided, however, that such person has not himself been guilty of negligence.</p> | <p>害關係人最佳利益之方式處置貨物。</p> <p>2. 相關利害關係人得免除因船長有關將貨物放棄給債權人之行為所致生之責任；然該人本身必須無過失責難始可。</p> |
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第七百十三條

Article 713 Scope of authority

第七一三條 權限範圍

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| <p>1. 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權限ヲ有ス</p> <p>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權限ノミヲ有ス</p> | <p>1. While away from the port of registry, the master shall have authority to do all judicial and extra-judicial acts which are necessary for the voyage.</p> <p>2. While at the port of registry, the master has authority only to engage and discharge seamen, except in cases where he has been invested with special authority.</p> | <p>1. 於船籍港外，船長為該航程所需，有權為任何訴訟上或訴訟外之行為。</p> <p>2. 於船籍港，除船長有被賦予特別權限外，僅具有船員聘僱或解僱之權限。</p> |
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第七百十四條

Article 714 Restriction upon the delegated authority

第七一四條 指定權限之限制

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| <p>船長ノ代理權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</p> | <p>No restriction imposed upon the delegated authority of the master can be set up against a bona fide third person.</p> | <p>對於船長權限之限制不得對抗善意第三人。</p> |
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第七百十五條

Article 715 Special acts

第七一五條 特別作為

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| <p>1. 船長ハ船舶ノ修繕費、救助料其他航海ヲ繼續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</p> <p>(a) 一船舶ヲ抵当ト為スコト</p> <p>(b) 二借財ヲ為スコト</p> <p>(c) 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條第一項ノ場合ハ此限ニ在ラス</p> <p>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價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</p> | <p>1. The master shall not do any of the following acts except in order to defray expenses for repair of the ship, salvage remuneration or other expenses for the continuance of the voyage:</p> <p>(a) The hypothecation of the ship</p> <p>(b) the borrowing of money</p> <p>(c) The sale or pledge of the whole or a part of the cargo, except in the case mentioned in Article 712 paragraph 1.</p> <p>2. The amount of damages, in case where the master has sold or pledged the cargo, shall be determined by the value of such cargo at the port of unloading at the time when it should have arrived there; however, any expenses which became unnecessary shall be deducted from such value.</p> | <p>1. 除為支付船舶修理、救助報酬或繼續航程之其他費用外，船長不得為下列行為：</p> <p>(a) 船舶抵押；</p> <p>(b) 借入金錢；</p> <p>(c) 將貨物之全部或一部出售或出質，然有第七一二條第一項情事者除外。</p> <p>2. 貨物為船長所出售或出質者，其損害賠償額依貨物應到達卸貨港之價值決定之，然應扣除因此無須支付之費用。</p> |
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第七百十六條

Article 716

第七一六條

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| <p>削除</p> | <p>Deleted.</p> | <p>刪除</p> |
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第七百十七條

船籍港外ニ於テ船舶力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 Official auction of the ship

If the ship has become unrepairable while away from the port of registry, the master may sell her by official auction with the permission of the marine authority.

第七一七條 船舶公開拍賣

船舶於船籍港外修復不能時，船長於經海事主管官署許可下，得將船舶公開拍賣。

第七百十八條

- 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
一. 船舶力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
二. 修繕費カ船舶ノ価額ノ四分ノ三ニ超ユルトキ
- 前項第二号ノ価額ハ船舶力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

Article 718 Unrepairable cases

- A ship shall be deemed to be unrepairable in the following cases:
 - If the ship cannot be repaired at the place where she lie and cannot proceed to a place where repairs can be effected;
 - If the expenses for repair would exceed three-fourths of the value of the ship.
- The value mentioned in item (b) of the preceding paragraph, in case where the ship has been damaged in the course of a voyage, shall be the value at the time of commencement of such voyage; and in other cases, it shall be the value of the ship prior to her sustaining such damage.

第七一八條 無法修復之情況

- 船舶有下列情況者，應視為無法修復：
 - 船舶所在地無法進行修復且無法前往可進行修復之地點；
 - 修復價值超過船舶價值之四分之三。
- 前項(二)款所稱之價值，如船舶於航程中係屬受損狀況者，應為航程開始時之價值；於其他情況，應為遭受該損害前之船舶價值。

第七百十九條

船長ハ航海ヲ繼續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條第二項ノ規定ヲ準用ス

Article 719 Using cargo for purpose of the voyage

The master may make use of the cargo for purposes of the voyage, if such use is necessary for the continuance of the voyage. In such case, the provisions of Article 715 paragraph 2 shall apply mutatis mutandis.

第七一九條 為航程目的而處分貨物

為航程繼續所需，船長得處分貨物。於此情況，第七一五條第2項規定準用之。

第七百二十條

- 船長ハ遲滞ナク航海ニ關スル重要ナル事項ヲ船舶所有者ニ報告スルコトヲ要ス
- 船長ハ每航海ノ終ニ於テ遲滞ナク其航海ニ關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

Article 720 Liability to report and make up accounts

- The master shall without delay report to the shipowner on all important matters relating to the voyage.
- At the end of each voyage the master shall without delay make up the accounts relating to the voyage and obtains the shipowner's approval of them; and whenever required by the shipowner, he shall report on the account.

第七二〇條

- 有關航程之所有重要事項，船長應隨即向船舶所有人報告。
- 於航程終了後，船長應即製作有關該航程之帳目並獲船舶所有人認可；且一經船舶所有人請求，船長亦應針對該帳目提出報告。

第七百二十一条

Article 721 Removal

第七二一條 辭退

- 1. 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
 - 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
 - 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
- 1. A shipowner may remove the master at any time; however, if he is removed without reasonable cause, the master may demand from the shipowner reparation of any damage arising out of such removal.
 - 2. If a master who is also a co-owner is removed against his will, he may demand of the other co-owners that they purchase his interest at a reasonable price.
 - 3. A master who intends to make a demand mentioned in the preceding paragraph shall despatch without delay notice thereof to the other co-owner or to the ship's husband.
- 1. 船舶所有人得於任何時間辭退船長；然對於無合理原因之辭退，船長得向船舶所有人請求該辭退遣返所生之損害。
 - 2. 如遭辭退之船長同為船舶共有者且違反其意志者，其可要求其他船舶共有者以合理價格購買其所屬權益。
 - 3. 船長欲依前項提出請求者，應即向其他共有者或船舶經理人發送通知。

第七百二十二條 削除
 第七百二十三條 削除
 第七百二十四條 削除
 第七百二十五條 削除
 第七百二十六條 削除
 第七百二十七條 削除
 第七百二十八條 削除
 第七百二十九條 削除
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 第七百三十一條 削除
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 第七百三十四條 削除
 第七百三十五條 削除
 第七百三十六條 削除

Section 2 Deleted.

第二節 刪除

Article 723 to Article 736 Deleted.

第七二三條至第七三六條 刪除

第三章 運送

Chapter III Carriage of Goods

第三章 貨物運送

第一節 物品運送

Section 1 Carriage of Goods

第一節 貨物運送

第一款 總則

Sub-Section 1. General Provisions

第一目 一般條款

第七百三十七條

Article 737 Written contract of carriage

第七三七條 書面運送契約

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

If a contract of carriage has been made with reference to be whole or a part of a ship, each party thereto shall, upon demand by the other party, furnish him with a written contract of carriage.

以船舶之全部或一部為運送契約締結者，一經他方請求，一方應出具書面運送契約。

第七百三十八條

Article 738 Warrant for being seaworthy

第七三八條 適航性擔保

船舶所有者ハ傭船者又ハ荷送人ニ対シ発航ノ当時船舶力安全ニ航海ヲ為スニ堪フルコトヲ担保ス

The shipowner warrants to the charterer or the consignor that the ship shall be seaworthy at the commencement of the voyage.

船舶所有人向傭船人或託運人擔保船舶於航程開始前應具有適航性。

第七百三十九条

Article 739 Restriction to special agreement

第七三九條 特別協議之限制

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力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

Even in case where a special agreement has been made, the shipowner shall not be relieved of liability in damage for any damage resulting from his own negligence, the wrongful intent or gross negligence of any of the mariners or other employees or from the unseaworthiness of the ship.

即使另有特別協議，船舶所有人仍不得被免除其自身過失、海員或其他受僱人之故意或重大、或船舶不適航所致損害之責任。

第七百四十条

Article 740 Disposition of unlawful goods

第七四〇條 非法貨物之處置

1. 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力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
2. 前項ノ規定ハ船舶所有者其他ノ利害關係人ノ損害賠償ノ請求ヲ為スコトヲ妨ケス

1. Goods which have been loaded in contravention of any law or ordinance or not by virtue of a contract, may at any time be unloaded by the master, and if there is any danger that such goods will imperil the ship or the cargo, they may be jettisoned. However, if the master carries such goods, the maximum freight prevailing for the same kind of goods at the time and place of the loading may be demanded.
2. The provisions of the preceding paragraph shall not affect any claim for damages by the shipowner or any other person interested.

1. 違反法令或非運送契約所裝載之貨物，船長得於任何時間予以起陸，且如該貨物有危及船貨之危險，得予以拋海。然如船長同意運載該貨物，得請求類似貨物於裝貨地時最高額之運費。
2. 前項規定不影響船舶所有人或任何其他利害關係人之損害賠償請求。

第七百四十一条

Article 741 Notice for loading goods

第七四一條 裝貨通知

1. 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力整頓シタルトキハ船舶所有者ハ遲滞ナク傭船者ニ対シテ其通知ヲ發スルコトヲ要ス
2. 傭船者力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經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
3. 前項ノ期間中ニハ不可抗

1. In case a contract of carriage has been made with reference to the whole of a ship, the shipowner shall, as soon as the preparations necessary for loading the goods have been completed, despatch notice thereof to the charterer without delay.
2. If the period allowed for the loading of the goods by the charterer has been determined, such period shall be computed from the day following that on which the notice mentioned in the preceding paragraph was given. If any goods have been loaded after the expiration of such period, the shipowner may, even in the absence of any special agreement, demand reasonable remuneration.
3. The period mentioned in the preceding

1. 如係以船舶之全部為運送契約締結者，船舶所有人於船舶裝貨準備完成時起，應毫不遲延地向傭船人發送通知。
2. 如傭船人所需貨物裝載期間業已確定者，該期間應自前項通知發出後之翌日起算。如貨物於該期間屆滿後始完成裝載，除另有協議外，船舶所有人得請求合理報酬。
3. 前項期間不計入因不可

力ニ因リテ船積ヲ為スコト能ハサル日ヲ算入セス

paragraph shall not include and days during which it has been impossible by reason of vis major to effect the loading.

抗力而無法進行裝載之天數。

第七百四十二條

Article 742 Goods from third person

第七四二條 第三人送交之貨物

船長力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力運送品ヲ船積セサルトキハ船長ハ直チニ傭船者ニ對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

In case where the master is to receive the goods from a third person, if it is impossible for him to ascertain such person or if such person does not load the goods, the master shall immediately despatch notice thereof to the charterer. In such case, the charterer may load the goods, but only within the period allowed for the loading.

如船長所接收之貨物係來是第三人，然船長無法確認該人或該人未裝載貨物時，船長應立即向租傭船人發送通知。於此情況下，租傭船人仍得裝載貨物，然僅限於所約定之裝載期間。

第七百四十三條

Article 743 Request to commence voyage

第七四三條 航程開始之請求

1. 傭船者ハ運送品ノ全部ヲ船積セサルトキト雖モ船長ニ對シテ發航ノ請求ヲ為スコトヲ得
2. 傭船者力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當ノ担保ヲ供スルコトヲ要ス

1. The charterer may request the master to commence the voyage even though he has not loaded all the goods.
2. In cases the charterer has made the demand in the preceding paragraph, he shall pay, in addition to the full amount of the freight, any expenses arising from his failure to load the whole of the goods, and shall, if requested by the shipowner, furnish adequate security.

1. 租傭船人得應求船長啟航，即使未將所有貨物裝載完成亦同。
2. 租傭船人一旦提出前項請求，除全額運費外，傭船人尚應支付未能裝載全數貨物所生之費用，且一經船舶所有人要求，亦應提供適當之擔保。

第七百四十四條

Article 744 Power to commence voyage

第七四四條 航程開始之權限

1. 船積期間經過ノ後ハ傭船者力運送品ノ全部ヲ船積セサルトキト雖モ船長ハ直チニ發航ヲ為スコトヲ得
2. 前條第二項ノ規定ハ前項ノ場合ニ之ヲ準用ス

1. The master may, upon the expiration of the period allowed to the loading, immediately commence the voyage, even though the charterer has not loaded the whole of the goods.
2. The provisions of paragraph 2 of the preceding Article shall apply mutatis mutandis to the case mentioned in the preceding paragraph.

1. 於裝載期間屆滿後，即使租傭船人尚未完成全數貨物之裝載，船長仍得立即開始其航程。
2. 前條第2項規定於前項規定準用之。

第七百四十五條

Article 745 Rescission of contract prior to commencement of voyage

第七四五條 航程開始前契約之解除

1. 發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
2. 往復航海ヲ為スヘキ場合

1. Prior to the commencement of the voyage, the charterer may rescind the contract upon payment of one-half of the freight.
2. If, in case where the ship is to make an

1. 於航程開始前，租傭船人得支付運費之半額而解除契約。
2. 如船舶係約定從事去航

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

3. 運送品ノ全部又ハ一部ヲ
船積シタル後前二項ノ規
定ニ從ヒテ契約ノ解除ヲ
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
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

outward and homeward voyage, the
charterer has rescinded the contract prior to
the commencement of the homeward
voyage, he shall pay two-thirds of the
freight. The same shall apply if, in cases
where the voyage is to be made from
another port to the port of loading, the
charterer has rescinded the contract before
the ship leaves the port of loading.

3. If the charterer has rescinded the contract in
pursuance of any of the provisions of the
preceding two paragraphs after the whole or
a part of the goods have been loaded, he
shall bear the expenses of such loading and
unloading.
4. If the charterer has not loaded the goods
within the period allowed for loading he
shall be deemed to have rescinded the
contract.

及返航航程時、如租傭船
人欲於船舶返航程開
始前解除契約、其應支付
三分之二之運費額。如該
航程係從某港航向另一
裝貨港、而租傭船人欲於
船舶離開該裝貨港前解
除契約者、前述規定亦適
用之。

3. 於全部或部分貨物裝載
後、租傭船人依據前2項
規定解除契約者、貨物裝
卸費用應由傭船人負擔
之。
4. 如租傭船人未於裝載期
間內裝載貨物者、應視為
已經解除契約。

第七百四十六條

Article 746 Liability to pay expenses and advances

第七四六條 支付費用及 預付款之責任

1. 傭船者カ前条ノ規定ニ從
ヒテ契約ノ解除ヲ為シタ
ルトキト雖モ附隨ノ費用
及ヒ立替金ヲ支払フ責ヲ
免ルルコトヲ得ス
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
ニ應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

1. Even though a charterer has rescinded the
contract in pursuance of the provisions of
the preceding Article, he shall not be
relieved of liability to pay any incidental
expenses and advances.
2. In the case mentioned in paragraph 2 of the
preceding Article, the charter shall pay, in
addition to the items mentioned in the
preceding paragraph, the amount of his
contribution to general average or salvage in
proportion to the value of the goods.

1. 即使租傭船人業依前條
各項規定解除契約、租傭
船人仍未解除支付任何
附帶費用及預付款之責
任。
2. 於前條第2項之情況、除
前項項目外、租傭船人尚
須支付貨物價值比例之
共同海損或救助分擔。

第七百四十七條

Article 747 Rescission of contract after commencement of voyage

第七四七條 啟航後之解 約

發航後ニ於テハ傭船者ハ運
送賃ノ全額ヲ支払フ外第七
百五十三條第一項ニ定メタ
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

After the commencement of a voyage, a
charterer may not rescind the contract unless,
in addition to paying the full amount of the
freight, he discharges the obligations
prescribed in Article 753 paragraph 1 and pays
compensation for any damage arising from the
unloading or furnishes adequate security.

啟航後、租傭船人除支付全
數運費且解除第七五三條
第1項義務並支付卸貨所生
損害或提供適當擔保、不得
解除契約。

第七百四十八條

Article 748 Cases of partial charter

第七四八條 一部傭船之 情況

1. 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
シテ發航前ニ契約ノ解除
ヲ為シタルトキハ運送賃

1. If, in case where a contract of carriage has
been made with reference to a part of a ship,
the charterer rescinds the contract before the
commencement of the voyage otherwise
than conjointly with the other charterers and
consignors, he shall pay the full amount of

1. 以船舶之一部為運送契
約之締結者、除偕同其他
租傭船人或託運人一起
解約外、得支付全額運費
而解除契約；然應扣除船
舶所有人因裝載其他貨

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| <p>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</p> <p>2. 発航前ト雖モ傭船者カ既に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</p> <p>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</p> | <p>the freight; however, any freight which the shipowner earned on account of other goods shall be deducted therefrom.</p> <p>2. Even before the commencement of the voyage, if the charterer has already loaded the whole or a part of the goods, he may not rescind the contract without the consent of the other charterers and consignors.</p> <p>3. The provisions of the preceding seven Articles shall apply mutatis mutandis in cases where a contract of carriage has been made with reference to a part of a ship.</p> | <p>物所賺取之任何運費。</p> <p>2. 於航程開始前、而租傭船人已裝載全部或部分貨物者、非經其他租傭船人或託運人之同意、不得解除契約。</p> <p>3. 前述七條條文之規定準用於以船舶之一部為運送之運送契約。</p> |
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第七百四十九条

Article 749 Carriage of particular goods

第七四九條 特定貨物之運送

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| <p>1. 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從ヒ遲滞ナク運送品ヲ船積スルコトヲ要ス</p> <p>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</p> | <p>1. If a contract of carriage has been made with reference to particular goods the consignor shall without delay load such goods in conformity with the directions of the master.</p> <p>2. If the consignor has neglected to load the goods, the master may immediately commence the voyage. In such case the consignor shall pay the full amount of the freight; however, any freight which the shipowner earns on account of other goods shall be deducted therefrom.</p> | <p>1. 如運送契約係針對某特定貨物而締結者、託運人應依照船長指示、毫不遲延地將貨物裝載。</p> <p>2. 如託運人疏於裝載貨物、船長得立即啟航。於此情況、託運人應支付全額運費；然應扣除船舶所有人載運其他貨物所賺取之運費。</p> |
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第七百五十条

Article 750 Rescission by consignor

第七五〇條 託運人解約

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| <p>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</p> | <p>The provisions of Article 748 shall apply mutatis mutandis in cases where a consignor rescinds the contract.</p> | <p>第七四八條規定亦準用於託運人解約之情況。</p> |
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第七百五十一条

Article 751 Documents necessary for carriage

第七五一條 運送必要文件

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| <p>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</p> | <p>The charterer or the consignor shall, within the period allowed for loading, furnish the master with the documents necessary for the carriage.</p> | <p>租傭船人或託運人應於裝載期間提供船長運送所需文件。</p> |
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第七百五十二条

Article 752 Unloading goods

第七五二條 卸貨

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| <p>1. 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力整頓シタルトキハ船長ハ遲滞ナク荷受人ニ對シテ其通知ヲ發スルコトヲ要ス</p> | <p>1. When, in cases where a contract of carriage has been made with reference to the whole or a part of the ship, all preparations necessary for unloading the goods have been completed, the master shall despatch notice thereof to the consignee without delay.</p> | <p>1. 以船舶之全部或一部為運送契約之締結者、於卸貨之所有準備已經完成後、船長應即向受貨人發送通知。</p> |
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| <p>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經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</p> <p>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</p> <p>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從ヒ遲滞ナク運送品ヲ陸揚スルコトヲ要ス</p> | <p>2. If the period allowed for unloading the goods has been determined, such period shall be computed from the day following that on which the notice mentioned in the preceding paragraph was given. If any goods have been unloaded after the expiration of such period, the shipowner may, even in the absence of any special agreement, demand reasonable remuneration.</p> <p>3. The period mentioned in the preceding paragraph shall not include any days during which it has been impossible by reasonable of vis major to effect the unloading.</p> <p>4. If a contract of carriage has been made with reference to particular goods, the consignee shall without delay unload such goods in conformity with the directions of the master.</p> | <p>2. 如卸貨期間業已確定，該期間應自前項通知發送之翌日起算。於該期間屆滿後仍還卸貨者，如無任何特別協議，船舶所有人得請求合理之報酬。</p> <p>3. 前項期間不包括因合理歸因不可抗力而無法裝載之天數。</p> <p>4. 以特定貨物為運送契約之締結者，受貨人應依船長指示毫不遲延地將貨物卸載。</p> |
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第七百五十三條

Article 753 Liability of consignee

第七五三條 受貨人責任

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| <p>1. 荷受人力運送品ヲ受取リタルトキハ運送契約又ハ船荷證券ノ趣旨ニ從ヒ運送賃、附隨ノ費用、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</p> <p>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</p> | <p>1. When the consignee has received the goods, he is bound to pay the freight, incidental expenses, advances and anchorage charges, as well as the amount of his contribution to general average and salvage in proportion to the value of the goods, in accordance with the tenor of the contract of carriage or of the bill of lading.</p> <p>2. The master is not bound to deliver the goods except upon payment of the amount specified in the preceding paragraph.</p> | <p>1. 受貨人提領貨物時應依照運送契約或載貨證券規定，負責支付運費、相關費用、預付款、停泊費，以及貨物價值之共同海損及救助比例分擔。</p> <p>2. 於前項數額支付前，船長不應為貨物之交付。</p> |
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第七百五十四條

Article 754 Deposit of the goods

第七五四條 貨物之寄存

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| <p>1. 荷受人力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對シテ其通知ヲ發スルコトヲ要ス</p> <p>2. 荷受人ヲ確知スルコト能ハサルトキ又ハ荷受人力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備船者又ハ荷送人ニ對シテ其通知ヲ發スルコトヲ要ス</p> | <p>1. If the consignee has neglected to take delivery of the goods, the master may deposit them with the competent authority. In such case notice thereof shall without delay be despatched to the consignee.</p> <p>2. If the consignee cannot be ascertained or if he has refused to take delivery of the goods, the master shall deposit them with the competent authority. In such case notice thereof shall without delay be despatched to the charterer or consignor.</p> | <p>1. 如受貨人疏於提領貨物，船長得將貨物寄存於適當的機關。於此情形下，應毫不遲延地向受貨人發送通知。</p> <p>2. 如受貨人無法確定，或受貨人拒絕提領貨物，船長應將貨物寄存適當機關。於此情況下，應毫不遲延地向租傭船人或託運人發送通知。</p> |
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第七百五十五條

Article 755 Amount of freight

第七五五條 運費

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| <p>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當時ニ</p> | <p>If the freight has been fixed on the basis of the weight or bulk of the goods, its amount shall be determined by the weight or bulk of such</p> | <p>運費係依貨物重量或體積確定者，運費額應依交貨當時之重量或體積計算之。</p> |
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於ケル重量又ハ容積ニ依リ goods at the time of delivery.
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第七百五十六條

Article 756 Amount of freight

第七五六條 運費

期間ヲ以テ運送貨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力不可抗力ニ因リ發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條第二項又ハ第七百五十二條第二項ノ場合ニ於テ船積期間又ハ陸揚期間經過ノ後運送品ノ船積又ハ陸揚ヲ為シタル日數亦同シ

If the freight has been fixed on the basis of time, its amount shall be determined by the period of time from the day on which loading was commenced to the day on which the unloading was completed. However, if, by reason of vis major, the ship should be compelled to lie at anchor at the port of departure or in the course of the voyage, or if it has necessary that she should be repaired in the course of the voyage, such period shall not be included. The same shall apply, in the cases mentioned in Article 741 paragraph 2 or Article 752 paragraph 2, in respect of the days on which the goods have been loaded or unloaded after the expiration of the period allowed for loading or unloading.

運費係依時間計算者、其數額應於裝貨開始日以迄卸貨完成日之期間計算之。然如因不可抗力原因而使船舶被迫於啟航港或航程途中下錨、或必須於航程途中進行修理者、該段期間不應記入。前述亦適用於第七四一條第2項或七五二條第2項所規定之有關超過裝貨卸貨期間之貨物裝載或卸載日數。

第七百五十七條

Article 757 Shipowner's right to sell goods

第七五七條 船舶所有人出售貨物之權利

1. 船舶所有者ハ第七百五十三條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
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】
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權利ヲ行使スルコトヲ得但引渡ノ日ヨリニ週間ヲ經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

1. In order to obtain payment of the amounts specified in Article 753 paragraph 1, a shipowner may with the permission of the Court sell the goods by official auction.
2. A shipowner may exercise his right over the goods even after the master has delivered them to the consignee; however, this shall not apply when two weeks have elapsed from the day of delivery or if a third person has required possession of such goods.

1. 為獲取第七五三條第1項所規定之款項、船舶所有人得經由法院許可以正式拍賣方式將貨物出售。
2. 既使船長業將貨物交付給受貨人、船舶所有人仍得行使前項權利；然不適用於交貨後已超過二週期間或如第三人已取得貨物所有權之情況。

第七百五十八條

Article 758 Effect of not exercising the right to sell

第七五八條 未行使變賣權利之效果

船舶所有者カ前條ニ定メタル權利ヲ行ハサルトキハ傭船者又ハ荷送人ニ對スル請求權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

If a shipowner does not exercise the right mentioned in the preceding Article, he shall lose his claim against the charterer or consignor; however, the charterer or consignor shall make reimbursement to the extent to which he has been enriched.

如船舶所有人未行使前條所規定之權利、其應喪失對租傭船人或託運人得主張之權利；然租傭船人或託運人就其額外獲利之額度應補償船舶所有人。

第七百五十九條

Article 759 Contract in turn and shipowner's liability

第七五九條 次約及船舶所有人責任

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

If, in cases where a contract of carriage has been made with reference to the whole or a part of a ship, the charterer in turn makes a contract of carriage with a third person, the shipowner shall alone be liable to third persons for the performance of such contract so far as the duties of the master are concerned.

以船舶之全部或一部為運送契約締結，而租傭船人復與第三人締約運送契約時，船舶所有人對該第三人應負責之範圍僅限於船長職務有關之部分。

第七百六十条

Article 760 Reasons for termination of contract

第七六〇條 契約終止之原因

1. 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
 - 一. 船舶ガ沈没シタルコト
 - 二. 船舶ガ修繕スルコト能ハザルニ至リタルコト
 - 三. 船舶ガ捕獲セラレタルコト
 - 四. 運送品カ不可抗力ニ因リテ滅失シタルコト
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

1. In case a contract of carriage has been made with reference to the whole of a ship, such contract shall be terminated by any of the following reasons:
 - (1) That the ship was foundered;
 - (2) That the ship became unable to be repaired;
 - (3) That the ship was captured;
 - (4) That the goods were lost by reason of vis major.
2. If any of the events mentioned in item (1) through item (3) of the preceding paragraph as occurred during the voyage, the charterer shall pay freight in proportion to the carriage effected, but only to an extent not exceeding the value of the goods.

1. 以船舶之全部為運送契約締結者，該契約得因下列原因而終止：
 - (1) 船舶沈沒；
 - (2) 船舶成為無法修復；
 - (3) 船舶被捕獲；
 - (4) 貨物因不可抗力而滅失。

第七百六十一条

Article 761 Rescission by reason of vis major

第七六一條 因不可抗力而解約

1. 航海又ハ運送力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
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

1. If the voyage or carriage should become contrary to any law or ordinance, or if by reason of vis major the attainment of the object for which the contract was made has become impossible, either party may rescind the contract.
2. If, in case where either of the reasons mentioned in the preceding paragraph has occurred after the commencement of the voyage, the contract of carriage has been rescinded, the charterer shall pay freight in proportion to the carriage effected.

1. 如某航程或運送因此會違反任何法律規章者，或因不可抗力而使契約履行變成不可能者，任一方均可解除契約。
2. 如前述原因係發生於航程開始以後，且運送契約亦為解除者，租傭船人應比例支付相關運送之運費。

第七百六十二条

Article 762 Rescission by reason of a part of goods

第七六二條 因貨物方面之解約

1. 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擔

1. If any of the reasons mentioned in Article 760 paragraph 1 item (4) and in paragraph 1 of the preceding Article has occurred in respect of a part of the cargo, the charterer may load other goods in so far he does not

1. 因第七六〇條第1項(4)款所述理由，及貨物方面發生前條第1項情事，租傭船人在不增加船舶所有人負擔之情況下，得為

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| <p>ヲ重カラシメサル範圍内ニ於テ他ノ運送品ヲ船積スルコトヲ得</p> <p>2. 僱船者カ前項ニ定メタル權利ヲ行ハント欲スルトキハ遲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</p> | <p>thereby increase the burdens of the shipowner.</p> <p>2. If the charterer desires to exercise the right mentioned in the preceding paragraph, he shall effect unloading or loading of the goods without delay. If he shall have neglected such unloading or loading, he shall pay the full amount of the freight.</p> | <p>其他貨物之裝載。</p> <p>2. 僱船人欲行使前項權利，其應即將貨物卸裝。如租僱船人疏於該卸裝，即應支付全額運費。</p> |
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第七百六十三條

Article 763 Rescission by reason of a part of ship or particular goods

第七六三條 由於船方或特定貨物之解約

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| <p>1. 第七百六十條及ヒ第七百六十一條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</p> <p>2. 第七百六十條第一項第四号及ヒ第七百六十一條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僱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</p> | <p>1. The provision of Article 760 and 761 shall apply mutates mutandis in cases where a contract of carriage has been made with reference to a part of a ship or particular goods.</p> <p>2. Even in cases where any of the reasons mentioned in Article 760 paragraph 1 item (4) and Article 761 paragraph 1 has occurred in respect of a part of the goods, the charterer or consignor may rescind the contract; provided, however, that he shall pay the full amount of the freight.</p> | <p>1. 對於船方或特定貨物所簽訂之運送契約，第七六〇條及七六一條之規定亦適用之。</p> <p>2. 即使有第七六〇條第1項(4)款所述理由，及貨物方面發生第七六一條第1項情事，租僱船人或託運人得解除契約；惟應支付全額運費。</p> |
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第七百六十四條

Article 764 Disposition of cargo by master and freight

第七六四條 船長處置貨物及運費

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| <p>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</p> <p>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</p> <p>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</p> <p>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</p> | <p>A shipowner may demand the full amount of the freight in any of the following cases:</p> <p>(1) If the master has sold or pledged the cargo in accordance with the provisions of Article 715 paragraph 1;</p> <p>(2) If the master has made use of the cargo for purposes of the voyage in accordance with the provisions of Article 719;</p> <p>(3) If the master has disposed of the cargo in accordance with the provisions of Article 788.</p> | <p>於下列情況，船舶所有人得請求全數運費：</p> <p>一. 貨物依第七一五條第1項規定為船長所變賣或出質者；</p> <p>二. 貨物依第七一九條規定為航程目的而遭船長處分者；</p> <p>三. 貨物依第七八八條規定為船長處置者。</p> |
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第七百六十五條

Article 765 Short term prescription

第七六五條 短期時效

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| <p>船舶所有者ノ僱船者、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</p> | <p>The claim of a shipowner against the charterer, consignor or consignee shall be extinguished by prescription upon the lapse of one year.</p> | <p>船舶所有人向租僱船人、託運人或受貨人之求償，一年經過不行使即消滅。</p> |
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第七百六十六條

Article 766 Application mutates mutandis of provisions on carriage by land

第七六六條 陸上運送相關規定之準用

第五百六十六条、第五百七十条乃至第五百八十一条及ヒ第五百八十八条ノ規定ハ船舶所有者ニ之ヲ準用ス

The provisions of Article 566, Article 576 to 581 inclusive, and Article 588 shall apply mutates mutandis to shipowner.

第五六六、第五七六條至第五八一條規定亦適用於船舶所有人。

第二款船荷證券

Sub-Section 2. Bill of Lading

第二目 載貨證券

第七百六十七条

Article 767 Furnishing with bill of lading

第七六七條 載貨證券之簽發

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数通ノ船荷證券ヲ交付スルコトヲ要ス

The master shall, upon demand by the charterer or consignor, furnish him with a bill of lading in one or more parts without delay after the loading of the goods.

船長於貨物裝載後，一經傭船人或託運人請求，應即簽發一份或多份之載貨證券。

第七百六十八条

Article 768 Authorized person to issue

第七六八條 授權簽發之人

船舶所有者ハ船長以外ノ者ニ船長ニ代ハリテ船荷證券ヲ交付スルコトヲ委任スルコトヲ得

A shipowner may authorize a person other than the master to issue bills of lading in place of the latter.

船舶所有人得授權船長以外之人，以代理船長之地位簽發載貨證券。

第七百六十九条

Article 769 Particular to be contained

第七六九條 應載明之項目

船荷證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

A bill of lading shall contain to following particular and be signed by the master or by the person acting in his place:

載貨證券應包含下列項目並由船長或代理船長簽發之：

- 一. 船舶ノ名称及ヒ国籍
- 二. 船長カ船荷證券ヲ作ラサルトキハ船長ノ氏名
- 三. 運送品ノ種類、重量若クハ容積及ヒ其荷造ノ種類、箇數並ニ記号
- 四. 傭船者又ハ荷送人ノ氏名又ハ商号
- 五. 荷受人ノ氏名若クハ商号
- 六. 船積港
- 七. 陸揚港但發航後傭船者又ハ荷送人力陸揚港ヲ指定スヘキトキハ其之ヲ指定スヘキ港
- 八. 運送賃
- 九. 数通ノ船荷證券ヲ作リタルトキハ其員數
- 十. 船荷證券ノ作成地及ヒ其作成ノ年月日

- (1) The name and nationality of the ship;
- (2) The full name of the master, in case the master does not make the bill of lading;
- (3) The description and weight or bulk of the goods, and the description, number and marks of the charterer or consignor;
- (4) The full name or trade name of the charterer or consignor;
- (5) The full name or trade name of the consignee;
- (6) The port of loading;
- (7) The port of unloading; however, if the port of unloading is to be designated by the charterer or consignor after the commencement of the voyage, the port where such designation is to be made;
- (8) The freight;
- (9) If the bill of lading has been made in two or more parts, their number;
- (10) The place where and the date on which the bill of lading was made.

- 一. 船名及船籍；
- 二. 船長全名(如非船長出具該載貨證券時)；
- 三. 貨品說明及其重量或容積、情狀、個數及傭船人或託運人之嘜頭；
- 四. 租傭船人或託運人之全名或全稱；
- 五. 受貨人之全名或全稱；
- 六. 裝貨港；
- 七. 卸貨港；然如卸貨港仍待租傭船人或託運人於航程開始後使指定之港，則為所指定之港；
- 八. 運費；
- 九. 如載貨證券出具二份或以上，其份數；
- 十. 載貨證券簽發地時。

第七百七十条

Article 770 Delivery of copy

第七七〇條 副本之交付

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證券ノ謄本ニ署名シテ之ヲ交付スルコトヲ要ス

The charterer or consignor shall, upon demand by the master or the person acting in his place, sign and deliver a copy of the bill of lading.

租傭船人或託運人一經船長或以船長資格而為之人之請求，應簽署並交付載貨證券副本。

第七百七十一条

Article 771 Numerous parts and delivery of goods

第七七一條 份數及貨物之交付

陸揚港ニ於テハ船長ハ數通ノ船荷證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

At the port of unloading the master may not refuse to deliver the goods, even though the holder of only one of the two or more parts of the bill of lading demands such delivery.

於卸貨港，即使要求貨物交付之載貨證券持有人僅持有二份以上之一份而已，船長仍不得拒絕交付貨物。

第七百七十二条

Article 772 Numerous parts and delivery of goods

第七七二條 份數及貨物之交付

陸揚港外ニ於テハ船長ハ船荷證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

In places other than the port of unloading, the master may not delivery the goods except delivery of all the parts of the bill of lading.

於卸貨港以外之地點，除非交付載貨證券之全部份數，否則船長得不交付貨物。

第七百七十三条

Article 773 Demand to deliver goods by numerous holders

第七七三條 數持有人之貨物交付

二人以上ノ船荷證券所持人カ運送品ノ引渡ヲ請求シタルトキハ船長ハ遲滯ナク運送品ヲ供託シ且請求ヲ為シタル各所持人ニ對シテ其通知ヲ發スルコトヲ要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殘部ニ付キ亦同シ

If two or more holder of a bill of lading have demanded delivery of the goods, the master shall without delay deposit the goods with the competent authority and despatch notice thereof to each holder who has demanded such delivery. If, after the master has delivered a part of the goods in accordance with the provisions of Article 771, another holder has demanded delivery of the goods, the same apply in respect of the remainder.

如有二或更多之載貨證券持有請求交付貨物，船長應即將貨物寄存於適當機關並速發通知給每一請求交貨之人。如船長已依第七七一條規定交付部分貨物時，而另有其他載貨證券持有人請求交貨者，尚未交付之貨物部分亦適用之。

第七百七十四条

Article 774 Effect of delivery of goods to one of numerous holders

第七七四條 貨物交付給數持有人之一人之效果

二人以上ノ船荷證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證券ハ其効力ヲ失フ

If, in cases where there are two or more holders of a bill of lading, one of them has taken delivery of the goods from the master before the other holder, the bill of lading held by the other holders shall lose their effect.

如有二位或以上之載貨證券持有人，而其中一位持有人已先其他持有人從船長處受領貨物者，其他持有人之載貨證券應失其效力。

第七百七十五条

Article 775 Relation between numbers holders

第七七五條 數持有人間之關係

二人以上ノ船荷證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

If, in cases where there are two or more holders of a bill of lading, the master as not yet delivered the goods, the holder of the part

如有二位或以上之載貨證券持有人，而船長尚未交貨物者，最先收到受領載貨

キハ原所持人カ最モ先ニ發送シ又ハ引渡シタル證券ヲ所持スル者他ノ所持人ニ先チテ其權利ヲ行フ

which was forwarded or delivered earliest by the original holder may exercise his right in preference to the others.

證券正本之持有人得先於其他持有人行使其權利。

第七百七十六條

Article 776 Application mutates mutandis of provisions of carriage by land

第七七六條 陸上運送相關規定之準用

第五百七十二條乃至第五百七十五條及ヒ第五百八十四條ノ規定ハ船荷證券ニ之ヲ準用ス

The provisions of Article 572 to 575 inclusive and Article 584 shall apply mutates mutandis to bills of lading.

第五七二至第五七五條及第五八四條規定亦適用於載貨證券。

第二節 旅客運送

Section 2 Carriage of Passengers

第二節 旅客運送

第七百七十七條

Article 777 Ticket in the name of particular passenger

第七七七條 記名旅客之客票

記名ノ乗船切符ハ之ヲ他人ニ讓渡スコトヲ得ス

A ticket in the name of a particular passenger may not be assigned to another person.

記名旅客之客票不得轉讓給其他人。

第七百七十八條

Article 778 Food of passenger during voyage

第七七八條 旅客於航程途中之膳食

旅客ノ航海中ノ食料ハ船舶所有者ノ負擔トス

The food of a passenger during the voyage shall be provided by the shipowner.

旅客於航程途中之膳食由船舶所有人提供。

第七百七十九條

Article 779 Freight free for luggage

第七七九條 行李免運費

旅客カ契約ニ依リ船中ニ攜帶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

In the absence of any special agreement, a shipowner may not demand freight for luggage which a passenger is entitled to take on board by virtue of the contract.

在無特別協議之情況下，對於旅客依據契約有權攜帶上船之行李，船舶所有人不得收取票價。

第七百八十條

Article 780 Passenger's duty for embarkation

第七八〇條 旅客啟航之義務

旅客カ乗船時期マテニ船舶ニ乗込マサルトキハ船長ハ發航ヲ為シ又ハ航海ヲ繼續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

If a passenger does not come on board by the time fixed for embarkation, the master may commence or continue the voyage. In such case the passenger shall pay the full amount of the passage money.

如旅客未於已確定的啟航時間登輪者，船長得開始或繼續其航程。於此情況，該旅客應支付全程票價。

第七百八十一條

Article 781 Passenger's right to rescind contract

第七八一條 旅客解約之權利

1. 發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

1. Prior to the commencement of the voyage, a passenger may rescind the contract upon payment of one-half of the passage money.

1. 於航程開始前，旅客得支付一半票價而解除契約。

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| <p>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</p> | <p>2. After the commencement of the voyage, a passenger may not rescind the contract except upon payment of the full amount of the passage money.</p> | <p>2. 於航程開始後，旅客非支付全數票價不得解除契約。</p> |
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第七百八十二条

Article 782 Rescission due to passenger's death, etc and passage money

第七八二條 由於旅客死亡等之解約

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| <p>1. 旅客カ発航前ニ死亡、疾病其他一身ニ關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</p> <p>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從ヒ運送賃ノ四分ノ一ヲ請求シ又ハ運送ノ割合ニ應シテ運送賃ヲ請求スルコトヲ得</p> | <p>1. If, prior to the commencement of the voyage, a passenger has become incapable of making the voyage because of personal affection such a death, illness or vis major, the shipowner may demand one-fourth of the passage money.</p> <p>2. If any of the persons mentioned in the preceding paragraph has occurred after the commencement of the voyage, the shipowner may, at his option, demand either one-fourth of the passage money or passage money in proportion to the voyage affected.</p> | <p>1. 於航程開始前，由於旅客個人因素，例如死亡、患病或不可抗力而無法加入航程者，船舶所有人得請求四分之一之票價。</p> <p>2. 前項所述情況係發生在航程開始後，船舶所有人得自由決定請求四分之一之票價或受影響航程之比例票價。</p> |
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第七百八十三条

Article 783 Lodging and food for passengers during period of repair

第七八三條 旅客於船舶修理期間之膳宿

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| <p>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權利ヲ害セサル範圍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</p> | <p>If a ship has to be repaired in the course of a voyage, the shipowner shall provide adequate lodging and food for passenger during the period of repair, unless he tenders them a passage to their ports of disembarkation by another ship without prejudicing their rights thereby.</p> | <p>船舶於航程途中必須進行修理者，船舶所有人於修理期間必須提供旅客適當之住宿及膳食，然在不損及旅客權益下而安排旅客轉搭其他船舶前往目的地者除外。</p> |
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第七百八十四条

Article 784 Legal reasons for termination of contract

第七八四條 終止契約之法定事由

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| <p>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應シテ運送賃ヲ支払フコトヲ要ス</p> | <p>A contract for the carriage of a passenger shall be terminated by any of the reasons mentioned in Article 760 paragraph 1 item (1) through item (3). If any of such reasons has occurred during the voyage, passage money shall be paid in proportion to the carriage effected.</p> | <p>旅客運送契約應依第七六〇條第1項第1至3款所規定之事由而終止。如該事由係發生於航程途中，即應就受影響運送部分支付比例運費。</p> |
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第七百八十五条

Article 785 Passenger's death and disposition of his luggages

第七八五條 旅客死亡及其行李之處置

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| <p>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</p> | <p>If a passenger dies, the master shall dispose of his luggages left on board the ship in such manner as will be to the best advantage of his successors.</p> | <p>旅客死亡時，就其遺留船上行李之處置，船長應以遺屬之最佳利益為之。</p> |
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第七百八十六条

1. 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
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

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

第四章海損

第七百八十八条

1. 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
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

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 786 Application mutates mutandis of provisions on carriage of passenger by land

1. The provisions of Article 590, Article 591 paragraph 1, Article 592, 738, 739, 761 and 765 shall apply mutates mutandis to the carriage of passenger by sea.
2. The provisions of Article 740 and 764 shall apply mutates mutandis to the luggages of passengers.

Article 787 Charter of ship for the purpose of carrying passengers

If a contract of carriage has been made with reference to the whole or a part of a ship for the purpose of carrying passengers, so far as the relations between the shipowner and the charterer are concerned the provisions of the Sub-Section 1 of the preceding Section shall apply mutates mutandis.

Chapter IV Average

Article 788 Factor of general average

1. Damages and expenses which have arisen from any disposition made by the master in regard to the ship or the cargo in order to preserve the ship and the cargo from a common peril shall constitute general average.
2. The provision of the preceding paragraph shall not prejudice any claim for damages by any person interested against the party in fault, in cases where the peril has been caused by his fault.

Article 789 Persons who bear general average

General average shall be borne respectively by each of the persons interested in the proportion which the value of the ship and the cargo preserved in consequence thereof, one-half of the freight and passage money and the amount of the damage constituting general average bear to one another.

第七八六條 陸上旅客運輸規定之準用

1. 第五九〇條、第五九一條第1項、第五九二條、第七三八條、第七三九條、第七六一條及第七六五條規定亦準用於海上旅客運輸。
2. 第七四〇條及第七六四條規定準用於旅客行李。

第七八七條 為運輸旅客之船舶租傭

以船舶之全部或一部為旅客運輸契約之締結者，就有關船舶所有人與該租傭船人間之關係，前節第一目相關規定準用之。

第四章 海損

第七八八條 共同海損基礎

1. 船長為避免船貨之共同危險所為處置所生之損害及費用為共同海損。
2. 前項規定不影響任何利害關係人向引致該風險之過失方請求損害賠償之權利。

第七八九條 應分攤共同海損之人

共同海損應由利害關係人間就因共同海損而獲保存之船貨價值，運費及客票價之半額及構成共同海損損失之數額相互比例分攤之。

第七百九十條

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價格中ヨリ減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 Amounts to be contributed

In regard to the amounts to be contributed to general average, the value of the ship shall be its value at the place and time of arrival, and the value of the cargo shall be its value at the place and time of unloading; however, in the cases of the cargo, the freight and other expenses which would have become unnecessary to be paid if that cargo had been lost, shall be deducted from its value.

第七九〇條 應分攤之數額

有關共同海損應分攤之數額為，船舶價額應為船舶到達地時之價值；貨物價額應為卸貨地時之價值；然而就貨物而言，由於貨物損失而無需支付之運費及其他費用應自其價值中扣除之。

第七百九十一條

前二條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價額ノ限度ニ於テノミ其責ニ任ス

Article 791 Limited liability to general average

The person who are to contribute to general average in accordance with the provisions of the preceding two Articles shall be liable only to the extent of the values which exist at the time of arrival of the ship or the delivery of the cargo.

第七九一條 共同海損之責任限制

依前二條規定應分攤共同海損之人僅就船舶到達時或貨物交付時之現存價值額度負責之。

第七百九十二條

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價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 Exclusion in calculating contributions

The value of the arms installed on board a ship, the wages of the mariners and the food and clothing of the mariners and passengers shall not be intended in calculating contributions to general average; however, any damage done to these things shall be borne by the other persons interested.

第七九二條 計算分擔額之例外

船上所配置之武器、船員薪津及船員及旅客之膳食衣物不應納入共同海損計算；但其他利害關係人應分攤這些物品所受之損害。

第七百九十三條

1. 船荷證券其他積荷ノ價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屬具目錄ニ記載セサル屬具ニ加ヘタル損害ハ利害關係人ニ於テ之ヲ分担スルコトヲ要セス
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
3. 前二項ニ掲ケタル積荷ノ利害關係人ト雖モ共同海損ヲ分担スル責ヲ免ルルコトヲ得ス

Article 793 Damages not to be borne as general average

1. Damages done to goods loaded without a bill of lading or any other documents available as a basis for the valuation of such goods or to any appurtenances not included in the inventory of appurtenances need not be borne by the persons interested.
2. The same shall apply to damages done to goods loaded on deck, except in cases of petty coastwise navigation.
3. Nevertheless persons, interested in the cargo mentioned in the preceding two paragraphs shall not be relieved of their liability to contribute to general average.

第七九三條 不分擔共同海損之損害

1. 對於無載貨證券或任何其他足資為貨物價值基礎之文件證明之船上貨載或任何未列入設備目錄之設備之損失，其他利害關係人無須分擔。
2. 前述情況亦適用於裝載於甲板上之貨物之損失，但於沿岸航行者除外；
3. 前二項所述貨物之利害關係人不應被免除其分擔共同海損之責任。

第七百九十四條

Article 794 Determination of damages constituting general average

第七九四條 共同海損損失額之決定

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| <p>1. 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減失又ハ毀損ノ為メ支払フコトヲ要セザリシ一切ノ費用ヲ控除スルコトヲ要ス</p> <p>2. 第五百七十八條ノ規定ハ共同海損ノ場合ニ之ヲ準用ス</p> | <p>1. The amount of damages constituting general average shall be determined by the value of the ship at the place and time of arrival and by the value of the cargo at the place of unloading; in regard to the cargo, however, all expenses which have become unnecessary to be paid by reason of any loss thereof or injury thereto shall be deducted.</p> <p>2. The provision of Article 578 shall apply mutates mutandia in the case of general average.</p> | <p>1. 共同海損損失額之決定，船舶為其到達地時之價值，貨物為卸貨地價值；但所有因任何損失而無須支付之費用應予扣除。</p> <p>2. 第五七八條規定亦適用於共同海損。</p> |
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第七百九十五條

Article 795 Unture statement of cargo value

第七九五條 貨物價值不實陳述

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| <p>1. 船荷證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</p> <p>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關係人ハ其記載シタル価額ニ応シテ共同海損ヲ分担ス</p> <p>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</p> | <p>1. If, in the bill of lading or any other document available as a basis for the valuation of the cargo, the value of the cargo has been stated lower than its actual value, the amount of damages done to such cargo shall be determined upon the basis of the value so stated.</p> <p>2. If the value has been stated higher than the actual value, the person interested shall contribute to general average in proportion to the value so stated.</p> <p>3. The provisions of the preceding two paragraphs shall apply mutates mutandis in cases a false entry has been made regarding any matters calculated to affect the value of the cargo.</p> | <p>1. 載貨證券或任何得作為貨物價值基礎之其他文書上所記載之貨物價值低於其實際價值者，則以所記載之價值作為貨物之損失價值為計算基礎。</p> <p>2. 如所聲明之價值高於實際價值，則利害關係人應以該聲明價值分擔共同海損。</p> <p>3. 前二項準用於其他會影響貨物價值計算之不實陳述上。</p> |
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第七百九十六條

Article 796 Money to be returned

第七九六條 應返還之金額

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| <p>第七百八十九條ノ規定ニ依リテ利害關係人カ共同海損ヲ分担シタル後船舶、其屬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減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</p> | <p>If, after the persons interested have contributed to general average in accordance with the provisions of Article 789, the whole or a part of the ship, its appurtenances or the cargo has been restored to the owner thereof, he shall return the money he has received after deducting therefrom any salvage remuneration and the amount of damages which may have arisen from a partial loss or injury.</p> | <p>於利害關係人依第七八九條規定分擔共同海損後，船舶、其設備屬具或貨物之全部或一部為所有人復得者，其應返還其所收取之款項，然需扣除分損或傷害所致損害之額度。</p> |
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第七百九十七條

Article 797 Damage due to collision

第七九七條 碰撞所致損害

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| <p>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</p> | <p>If, in cases of a collision caused by the fault of the mariners of both ships, it is impossible to determine which side was the more to blame, the damage which has arisen from such collision shall be borne by the owners of both</p> | <p>雙方船舶船員疏失所致碰撞而無法決定歸責輕重者，所生損害由雙方船舶之所有人平均分擔之。</p> |
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ハ各船舶ノ所有者平分シテ ships in equal shares.
之ヲ負担ス

第七百九十八条

Article 798 Short term prescription

第七九八條 短期時效

1. 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
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

1. Claims arising from general average or from a collision between ships shall be extinguished by prescription upon the lapse of one year.
2. The period mentioned in the preceding paragraph shall be computed, in the case of general average, from the time which its adjustment was completed.

1. 共同海損或船舶間碰撞所生之求償於一年時效經過後消滅。
2. 前述消滅時效期間，於共同海損案件，自理算完成之時起算。

第七百九十九条

Article 799 Quasi general average

第七九九條 準共同海損

本章ノ規定ハ船舶力不可抗力ニ因リテ發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

The provisions of this Chapter shall apply mutates mutandis to the expenses incurred by a ship in consequence of her being compelled by reason of vis major to lie at anchor in the port of departure or in the course of the voyage.

由於不可抗力而使船舶被迫下錨停航於啟航港或中間港所生之費用，本章規定亦適用之。

第五章海難救助

Chapter V Salvage

第五章 海難救助

第八百条

Article 800 Factor of salvage remuneration

第八〇〇條 救助報酬基礎

船舶又ハ積荷ノ全部又ハ一部力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對シテ相当ノ救助料ヲ請求スルコトヲ得

A person who without any duty to do so has salvaged the whole or a part of a ship or the cargo in cases where they are in distress at sea, may claim reasonable remuneration for the result.

無義務而救助海上遭難船貨之全部或一部之人，得就其效果請求合理報酬。

第八百一条

Article 801 Determination of salvage remuneration

第八〇一條 救助報酬之決定

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險ノ程度、救助ノ結果、救助ノ為メニ要シタル勞力及ヒ費用其他一切ノ事情ヲ斟酌シテ裁判所之ヲ定ム

If, in the cases where there is no special agreement as to salvage remuneration, a dispute arises as to its amount, the Court shall determine the amount, taking into consideration the degree of the risk, the result of the salvage, the labour and expenses which were required for the salvage and all the circumstances.

對於救助報酬如無任何特別協議，就其數額所生之爭議，法院應於考量危險程度、救助效果、用於救助之勞力及費用以及所有其他情況後，決定該報酬之數額。

第八百二条

Article 802 Alternation of salvage remuneration

第八〇二條

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力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

If, in cases where the salvage remuneration has been fixed by contract in circumstances of distress at sea, its amount is grossly unreasonable, any party thereto may demand its increase or reduction. In such case, the

對於救助報酬係以海上遭難當時以締約方式確定者，如該數額不甚合理，任一方均得請求增加或減少。於此情況，準用前條規

ニ於テハ前条ノ規定ヲ準用ス

provisions of the preceding Article shall apply mutates mutandis.

第八百三条

Article 803 Limitation to the amount of salvage remuneration

第八〇三條 救助報酬數額之限制

1. 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
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

1. In the absence of any special agreement, the amount of salvage remuneration shall not exceed the value of the thing salvaged.
2. If there is in existence a preferential right of a prior rank, the amount of the salvage remuneration shall not exceed the amount that remains after deducting the amount of the claim of the person having such preferential right.

1. 在無任何特別協議之情況下，救助報酬之數額不應超過獲救財物之價值；
2. 如有較高位次之優先權，救助報酬之數額不應超過扣除該優先權求償數額後之餘額。

第八百四条

Article 804 Numerous salvors, saving human life

第八〇四條 數救助人及人命救助

1. 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
2. 人命ノ救助ニ従事シタル者モ亦前項ノ規定ニ從ヒテ救助料ノ分配ヲ受クルコトヲ得

1. In cases two or more persons have together effected the salvage, the provision of Article 801 shall apply mutates mutandis in regard to the proportions of the distribution of the salvage remuneration.
2. A person who has rendered salvage services in salvaging human life may also share in the distribution of the salvage remuneration in accordance with the provision of the preceding paragraph.

1. 對於二人或二人以上進行救助，有關救助報酬之比例分配，適用第八〇一條之規定。
2. 實行救助服務之人亦有救助人命者，得請求參與依前項規定之救助報酬之分配。

第八百五条

Article 805 Distribution of salvage remuneration

第八〇五條 救助報酬之分配

1. 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
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
3. 前二項ノ規定ニ反スル契約ハ無効トス

1. If a ship which has rendered salvage services is a steamship, two-thirds of the salvage remuneration, and if it is a sailing vessel, one-half of the salvage remuneration, and if it is a sailing vessel one-half thereof shall be paid to the shipowner and the balance shall be paid in equal moieties to the master and to the seamen.
2. The distribution of the amount to be paid to the seamen in accordance with the provisions of the preceding paragraph shall be effected by the master. In such case, the provision of the preceding Article shall apply mutates mutandis.
3. A contract with contravenes any of the provisions of the preceding two paragraphs shall be void.

1. 如實行救助服務之施救船為一蒸汽船舶，其救助報酬之三分之二；如為帆船，其救助報酬之二分之一應支付給船舶所有人，剩餘部分由船長及船員比例分攤。
2. 依前項規定應分配給船員之數額由船長定之。就此情況，適用前條規定。
3. 任何契約違反前述二項規定者均屬無效。

第八百六条

Article 806 Scheme of distribution to seamen

第八〇六條 船員報酬分配之擬訂

船長カ前条第二項ノ規定ニ

In effecting the distribution of salvage

在依前條第2項決定救助報

依り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

remuneration in accordance with the provisions of paragraph 2 of the preceding Article, the master shall prior to the termination of the voyage draw up a scheme of distribution and notify it to the seamen.

酬之分配時，船長於航程終了前應擬訂分配計劃並將其告知船員。

第八百七条

Article 807 Objection to the scheme of distribution

第八〇七條 分配計劃之異議

1. 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
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
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

1. A seaman in making an object to the scheme of distribution mentioned in the preceding Article shall do so before the marine authority at the first port where such objection can be made following the notification of the scheme.
2. The marine authority may amend the scheme of distribution if they deem the object to be well-founded.
3. The master may not pay the salvage remuneration until after the object has been disposed of.

1. 任何針對前條所規定之分配計畫提出異議之船員，應於該計畫做成通知後之第一停靠港海事主管機關提出異議。
2. 海事主管當局如認為該異議有理，得修訂分配計畫。
3. 於該異議處理完成前，船長不得發放任何救助報酬。

第八百八条

Article 808 Negligence to draw up scheme of distribution

第八〇八條 製作分配計畫之過失

1. 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
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

1. If the master has neglected to draw up a scheme of distribution, the marine authority may, upon application by a seaman, order the master to draw up such a scheme.
2. If the master does not comply with order mentioned in the preceding paragraph, the marine authority may draw up a scheme of distribution.

1. 如船長疏於製作分配計畫的話，經船員申請，海事主管機關得要求船長製作該計畫。
2. 如船長未遵守前項命令，海事主管當局得自行製作該分配計畫。

第八百九条

Article 809 Cases where the salvor shall not demand salvage remuneration

第八〇九條 救助人不得請求救助報酬之情況

- 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
- 一. 故意又ハ過失ニ因リテ海難ヲ惹起シタルトキ
 - 二. 正当ノ事由ニ因リテ救助ヲ拒マレタルニ拘ハラシ強ヒテ之ニ従事シタルトキ
 - 三. 救助シタル物品ヲ隱匿シ又ハ濫ニ之ヲ処分シタルトキ

The salvor shall not demand salvage remuneration in any of the following cases:

- (1) If he has caused the distress at sea, either intentionally or through negligence;
- (2) If he has effected the salvage notwithstanding that it was declined for just reason;
- (3) If he has concealed or illegally disposed of any goods salvaged.

於下列情況，救助人不得請求救助報酬：

- 一. 海上風險為救助人故意或過失所致；
- 二. 經合理拒絕而仍實行救助者；
- 三. 私藏或非法處置獲救貨物。

第八百十条

Article 810 Salvor's preferential right

第八一〇條 救助人之優先權

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| <p>1. 救助者ハ其債權ニ付キ救助シタル積荷ノ上ニ先取特權ヲ有ス</p> <p>2. 前項ノ先取特權ニハ船舶債權者ノ先取特權ニ關スル規定ヲ準用ス</p> | <p>1. A salvor has a preferential right over the cargo salvaged in respect of his claim.</p> <p>2. The provision relating to the preferential rights of a ship's creditor shall apply mutatis mutandis to the preferential right mentioned in the preceding paragraph.</p> | <p>1. 救助者對於獲救貨物有優先受償之權。</p> <p>2. 前項優先權利適用有關船舶債權人之優先權規定。</p> |
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第八百十一條

Article 811 Master's authority on behalf of salvage debtors

第八一一條 船長代表救助債務人之權限

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|---|---|--|
| <p>1. 船長ハ救助料ノ債務者ニ代ハリテ其支払ニ關スル一切ノ裁判上又ハ裁判外ノ行為ヲ為ス權限ヲ有ス</p> <p>2. 救助料ニ關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對シテモ其効力ヲ有ス</p> | <p>1. The master has authority to do on behalf of the salvage debtors all judicial and extra-judicial acts relating to the payment of the salvage remuneration.</p> <p>2. In an action relating to salvage remuneration, the master may himself become the plaintiff or defendant; however, a judgment rendered in such action shall have effect for or against the salvage debtors also.</p> | <p>1. 船長就救助報酬支付方面具有代表所有救助債務人任何司法上或司法外之權限。</p> <p>2. 對於有關救助報酬之訴訟，船長得為原告或被告；然該判決效力及於所代表之救助債務人。</p> |
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第八百十二條

Article 812 Salvage remuneration only out of the goods salvaged

第八一二條 獲救貨物之救助報酬

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|---------------------------------------|--|-------------------------------|
| <p>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</p> | <p>The owner of cargo is bound to pay the salvage remuneration only out of the goods salvaged.</p> | <p>貨物所有權人僅應負責支付獲救貨物之救助報酬。</p> |
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第八百十三條

Article 813 Restriction to preferential right

第八一三條 優先權之限制

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| <p>積荷ノ上ニ存スル先取特權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</p> | <p>A preferential right over the cargo may not be exercised against such cargo after the salvage debtor has delivered it to a third person who has acquired a title to such cargo.</p> | <p>於救助債務人已將貨物交付給有權請求該貨物之第三人後，對該貨物之優先權即不得行使。</p> |
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第八百十四條

Article 814 Short term prescription

第八一四條 短期時效

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|---|--|----------------------------------|
| <p>救助料ノ請求權ハ救助ヲ為シタル時ヨリ一年ヲ經過シタルトキハ時効ニ因リテ消滅ス</p> | <p>The right to claim salvage remuneration shall be extinguished by prescription upon the lapse of one year from the time when the salvage was effected.</p> | <p>救助報酬請求權於救助完成後，經過一年不行使而消滅。</p> |
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第六章 保險

Chapter VI Insurance

第六章 保險

第八百十五條

Article 815 Marine insurance

第八一五條 (意義)

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| <p>1. 海上保險契約ハ航海ニ關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</p> <p>2. 海上保險契約ニハ本章ニ</p> | <p>1. A contract of marine insurance has for its object indemnification against loss which arise from a contingency connected with navigation.</p> <p>2. Except as otherwise provided for in this</p> | <p>1. 海上保險契約，以填補因航海有關事故所生之損害為其目的。</p> <p>2. 海上保險契約，除本章別</p> |
|---|---|---|

別段ノ定アル場合ヲ除ク
外前編第十章第一節第一
款ノ規定ヲ適用ス

Chapter, the provisions of Sub-Section 1,
Section 1, Chapter X, Book III shall apply to
contracts of marine insurance.

有規定者外，適用第三編
第十章第一節第一款之
規定。

第八百十六條

保險者ハ本章又ハ保險契約
ニ別段ノ定アル場合ヲ除ク
外保險期間中保險ノ目的ニ
付キ航海ニ關スル事故ニ因
リテ生シタル一切ノ損害ヲ
填補スル責ニ任ス

Article 816 Losses to be indemnified

Except as otherwise provided for in this
Chapter or in the contract of insurance, the
insurer is bound to make indemnification
against all losses to the subject-matter of the
insurance which have arisen from a
contingency connected with navigation during
the period of insurance.

第八一六條（應填補之 損害）

保險人，除本章或保險契約
別有規定者外，就於保險期
間中保險標的因航海事故
所生之一切損害，負填補之
責任。

第八百十七條

保險者ハ被保險者カ支払フ
ヘキ共同海損ノ分担額ヲ填
補スル責ニ任ス但保險価額
ノ一部ヲ保險ニ付シタル場
合ニ於テハ保險者ノ負担ハ
保險金額ノ保險価額ニ對ス
ル割合ニ依リテ之ヲ定ム

Article 817 Indemnification of contribution to general average

The insurer is bound to indemnify the insured
for the amount to be contributed by the letter to
general average; however, if only a part of the
insurable value has been insured, the liability
of the insurer shall be determined by the
proportion which the amount insured bears to
the insurable value.

第八一七條（共同海損 分擔額之填補）

保險人對於被保險人應支
付之共同海損分擔額，負填
補之責任。但以保險價額之
一部付諸保險者，保險人之
負擔，以保險金額對保險價
額之比例定之。

第八百十八條

船舶ノ保險ニ付テハ保險者
ノ責任カ始マル時ニ於ケル
其価額ヲ以テ保險価額トス

Article 818 Insurable value of ship insurance

In the insurance of a ship, the insurable value
shall be the value of the ship at the time when
the liability of the insurer commences.

第八一八條（船舶保 險之保險價額）

關於船舶之保險，以其於保
險人責任開始時之價額，為
保險價額。

第八百十九條

積荷ノ保險ニ付テハ其船積
ノ地及ヒ時ニ於ケル其価額
及ヒ船積並ニ保險ニ關スル
費用ヲ以テ保險価額トス

Article 819 Insurable value of cargo insurance

In the insurance of cargo, the insurable value
shall be the value of such cargo at the place
and time of loading together with the expenses
relating to the loading and insurance.

第八一九條（貨載保險 之保險價額）

關於貨載之保險，以其於裝
船地裝船時之價額及有關
裝船暨保險之費用，為保險
價額。

第八百二十條

積荷ノ到達ニ因リテ得ヘキ
利益又ハ報酬ノ保險ニ付テ
ハ契約ヲ以テ保險価額ヲ定
メサリシトキハ保險金額ヲ
以テ保險価額トシタルモノ
ト推定ス

Article 820 Insurable value of prospective profit insurance

In the insurance of prospective profit or
remuneration to the earned upon the arrival of
the cargo, if the insurable value has not been
determined by contract, the amount insured
shall be presumed to be the insurable value.

第八二〇條（期待利益 保險之保險價額）

關於因貨載之到達所可得
利益或報酬之保險，未以契
約約定保險價額者，推定以
保險金額為保險價額。

第八百二十一條

Article 821 Commencing and terminating point of ship insurance

第八二一條（航海保險 之保險期間）

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|--|---|--|
| <p>1. 一航海ニ付キ船舶ヲ保險ニ付シタル場合ニ於テハ保險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</p> <p>2. 荷物又ハ底荷ノ船積ヲ為シタル後船舶ヲ保險ニ付シタルトキハ保險者ノ責任ハ契約成立ノ時ヲ以テ始マル</p> <p>3. 前二項ノ場合ニ於テ保險者ノ責任ハ到達港ニ於テ荷物又ハ底荷ノ陸揚力終了シタル時ヲ以テ終ル但其陸揚力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ル</p> | <p>1. In cases a ship has been insured for a single voyage, the liability of the insurer shall commence at the time when the loading of the goods or of ballast has been commenced</p> <p>2. In cases a ship has been insured after goods or ballast have been loaded, the liability of the insurer shall commence at the time of the formation of the contract.</p> <p>3. In the cases mentioned in the preceding two paragraphs, the liability of the insurer shall terminate upon the completion of the unloading of the goods and ballast at the port of destination; provided, however, that it shall terminate at the time when their unloading should have been completed, in cases where such unloading has been delayed otherwise than by reason of vis major.</p> | <p>1. 將供一次航海之船舶付諸保險者，保險人之責任，以著手於貨物或壓艙水之裝載時開始。</p> <p>2. 於貨物或壓艙水裝載後，將船舶付諸保險者，保險人之責任，以契約成立時開始。</p> <p>3. 前二項情形，保險人之責任，以於目的港將貨物或船底貨卸載終了時終了。但其卸載係因不可抗力而遲延者，以其應終了時終了。</p> |
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第八百二十二條

Article 822 Commencing and terminating points of cargo or prospective profit insurance

第八二二條 (貨載保險、期待利益保險之保險期間)

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| <p>1. 積荷ヲ保險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險ニ付シタル場合ニ於テハ保險者ノ責任ハ其積荷力陸地ヲ離レタル時ヲ以テ始マリ陸揚港ニ於テ其陸揚力終了シタル時ヲ以テ終ル</p> <p>2. 前條第三項但書ノ規定ハ前項ノ場合ニ之ヲ準用ス</p> | <p>1. In the cases where the cargo has been insured or in cases where prospective profit or remuneration to be earned upon the arrival of the cargo have been insured, the liability of the insurer shall commence at the time when the cargo has left the land and terminate at the time when its unloading has been completed at the port of unloading.</p> <p>2. The proviso to paragraph 3 of the preceding Article shall apply mutates mutandis to the cases mentioned in the preceding paragraph.</p> | <p>1. 以貨載付諸保險，或以因貨載之到達所可得利益或報酬付諸保險者，保險人之責任，以其貨載離開陸地時開始；以其於目的港卸載終了時終了。</p> <p>2. 前條第3項但書之規定，於前項情形準用之。</p> |
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第八百二十三條

Article 823 Particulars to be contained in marine insurance policy

第八二三條 (海上保險證券之記載事項)

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| <p>海上保險證券ニハ第六百四十九條第二項ニ掲ケタル事項ノ外左ノ事項ヲ記載スルコトヲ要ス</p> <p>一. 船舶ヲ保險ニ付シタル場合ニ於テハ其船舶ノ名稱、国籍並ニ種類、船長ノ氏名及ヒ發航港、到達港又ハ寄航港ノ定アルトキハ其港名</p> <p>二. 積荷ヲ保險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險ニ付シタル場合ニ於テハ船舶ノ名稱、国籍並ニ種類、船積港及ヒ陸揚港</p> | <p>A marine insurance policy shall, besides the particulars mentioned in Article 649 paragraph 2, contain the following particulars:</p> <p>1. In the case of insurance of a ship, its name, nationality and description, the full name of the master, and the ports of departure, destination or call, if these have been determined;</p> <p>2. In the case of insurance of the cargo or of the prospective profit or remuneration to be earned upon the arrival of the cargo, the name, nationality and description of the ship, the port of loading and the port of unloading.</p> | <p>海上保險證券，除第六四九條第2項所揭事項外，應記載左列事項：</p> <p>一. 以船舶付諸保險者，其船舶之名稱、国籍、種類；船長之姓名；發航港；目的港；定有中途停泊港者，其港名。</p> <p>二. 以貨載付諸保險，或以因貨載之到達所可得利益或報酬付諸保險者，船舶之名稱、国籍、種類、裝載港及卸載港。</p> |
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第八百二十四条

1. 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
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
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

Article 824 Change of voyage and insurance contract

1. If there has been a change of voyage before the liability of the insurer has commenced, the contract of insurances shall lost its effect.
2. If there has been a change of voyage after the liability of insurer has commenced, he incurs no liability for any contingency happening subsequent to such change; however, this shall not apply, if such change has been due to any cause not imputable either to the person effecting the insurance or to the insured.
3. If the port of destination has been changed and the execution of the change has been commenced, the change of voyage shall be deemed to have taken place even though no deviation has yet been made from the route insured.

第八二四條 (航程變更之效果)

1. 保険人之責任開始前，變更航程者，保險契約失其效力。
2. 保険人之責任開始後，變更航程者，保險人就其變更後之事故，不負責任。但其變更係因不可歸責於要保人或被保險人之事由者，不在此限。
3. 變更目的港并著手實行者，雖未離開經保險之航路，仍視為變更航程。

第八百二十五条

被保険者カ発航ヲ為シ若クハ航海ヲ繼續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險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發生ニ影響ヲ及ホササリシトキ又ハ保險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 Change of route and insurer's liability

If the insured has neglected to commence or to continue the voyage, or has changed the route or in any other way has materially changed or increased the risk, the insurer incurs no liability for any contingency happening subsequent to such change or increase; however, this shall not apply, if such change or increase has in no way affected the occurrence of the contingency or if such change or increase has taken place by reason of vis major for which the insurer is to be liable, or of any due cause.

第八二五條 (危險之變更或增加)

被保險人怠於為發航或繼續航海、或變更航路、或有其他顯著變更或增加危險情事者，保險人就其變更或增加以後之事故，不負責任。但其變更或增加，對於事故之發生並無影響，或因應歸由保險人負擔之不可抗力或正當理由而發生者，不在此限。

第八百二十六条

保險契約中ニ船長ヲ指定シタルトキト雖モ船長ノ變更ハ契約ノ効力ニ影響ヲ及ホサス

Article 826 Change of master and insurance contract

Even though the master has been designated in the contract of insurance, a change of master shall not affect the validity of he contract.

第八二六條 (船長變更之效果)

保險契約中雖已指定船長，惟船長之變更，並不影響契約之效力。

第八百二十七条

積荷ヲ保險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險ニ付シタル場合ニ於テ船舶ヲ變更シ

Article 827 Change of ship and insurer's liability

In cases where the cargo has been insured or where the prospective profit or remuneration to be earned upon the arrival of the cargo has been insured, if the ship has been changed, the

第八二七條 (船舶變更之效果)

以貨載付諸保險，或以因貨載之到達所得利益或報酬付諸保險者，變更船舶時，保險人就其變更以後之

タルトキハ保險者ハ其變更以後ノ事故ニ付キ責任ヲ負フコトナシ但其變更カ保險契約者又ハ被保險者ノ責ニ歸スヘカラサル事由ニ因リタルトキハ此限ニ在ラス

insurer incurs no liability for any contingency happening subsequent to such change; however, this shall not apply, if such change has been due to any cause not imputable either to the person effecting the insurance or to the insured.

事故、不負責任。但其變更係因不可歸責於要保人或被保險人之事由者、不在此限。

第八百二十八条

Article 828 Undetermined ship

第八二八條 (船舶未確定之預定保險)

1. 保險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險契約者又ハ被保險者カ其荷物ヲ船積シタルコトヲ知リタルトキハ遲滞ナク保險者ニ對シテ船舶ノ名称及ヒ国籍ノ通知ヲ發スルコトヲ要ス
2. 保險契約者又ハ被保險者カ前項ノ通知ヲ怠リタルトキハ保險契約ハ其効力ヲ失フ

1. If the ship in which the cargo is to be loaded has not been determined at the time of making the contract of insurance, the person effecting the insurance or the insured shall, when he becomes aware that such cargo having been loaded on a ship, without delay despatch notice to the insurer of the name and nationality of the ship.
2. If the person effecting the insurance or the insured has neglected to despatch the notice mentioned in the preceding paragraph, the contract of insurance shall lose its effect.

1. 訂立保險契約時、未確定裝載貨物之船舶者、要保人或被保險人於知悉其貨物裝船時、應即將船舶之名稱及國籍通知保險人。
2. 要保人或被保險人怠於為前項之通知者、保險契約失其效力。

第八百二十九条

Article 829 Losses and expenses not binding the insurer

第八二九條 (免責事由)

保險者ハ左ニ掲ケタル損害又ハ費用ヲ填補スル責ニ任セス

The insurer is not bound to make indemnification against the following losses and expenses:

保險人對左列所掲之損害或費用、不負填補之責：

- 一. 保險ノ目的ノ性質若クハ瑕疵、其自然ノ消耗又ハ保險契約者若クハ被保險者ノ惡意若クハ重大ナル過失ニ因リテ生シタル損害
- 二. 船舶又ハ運送貨ヲ保險ニ付シタル場合ニ於テ發航ノ當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
- 三. 積荷ヲ保險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險ニ付シタル場合ニ於テ傭船者、荷送人又ハ荷受人ノ惡意若クハ重大ナル過失ニ因リテ生シタル損害
- 四. 水先案内料、入港料、燈台料、檢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

- (1) Any loss arising from the nature of or defects in the subject-matter of the insurance, from its wear and tear or from the bad faith or gross negligence of the person effecting the insurance or of the insured.
- (2) In cases where the ship or the freight has been insured, any loss arising from failure, at the time of departure, to make such preparations as were necessary for making the voyage safe or to have the necessary documents on board;
- (3) IN cases where the cargo has been insured or where the prospective profit or remuneration to be earned upon the arrival of the cargo has been insured, any loss arising from the bad faith or gross negligence of the charterer, consignor or consignee;
- (4) Pilotage dues, harbour dues, light dues, quarantine fees, and any other ordinary expenses defrayed for the voyage in respect of the ship or cargo.

- 一. 因保險標的之性質或瑕疵；其自然之消耗；要保人或被保險人之惡意或重大過失，所生之損害。
- 二. 以船舶或運費付諸保險者，因未於發航當時為安全航海所必要之準備或備置必要之書類，所生之損害。
- 三. 以貨載付諸保險，或以因貨載之到達所得利益或報酬付諸保險者，因僱船人、託運人或受貨人之惡意或重大過失，所生之損害。
- 四. 引水費、入港費、燈塔費、檢疫費及其他就船舶或貨載為航海所支出之通常費用。

第八百三十条

Article 830 Small amounts of losses or

第八三〇條 (小損害不

expenses not binding the insurer

填補)

1. 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險価額ノ百分ノ二ヲ超エサルトキハ保險者ハ之ヲ填補スル責ニ任セス
 2. 右ノ損害又ハ費用カ保險価額ノ百分ノ二ヲ超エタルトキハ保險者ハ其全額ヲ支払フコトヲ要ス
 3. 前二項ノ規定ハ当事者カ契約ヲ以テ保險者ノ負擔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
 4. 前三項ニ定メタル割合ハ各航海ニ付キ之ヲ計算ス
1. If the loss or expenses other than general average do not, exclusive of the expenses of their calculation, exceed two percent of the insurable value, the insurer is not bound to make indemnification against them.
 2. If the above losses or expenses exceed two percent of the insurable value, the insurer shall pay the full amount thereof.
 3. The provisions of the preceding two paragraphs shall apply mutatis mutandis in cases where the parties have by contract fixed the proportion of losses or expenses up to which the insurer is not to be liable.
 4. The proportion mentioned in the preceding three paragraphs shall be computed separately in respect of each voyage.
1. 非共同海損之損害或費用，加算有關其計算之費用，不超過保險價額之百分之二者，保險人對之不負填補之責。
 2. 前項損害或費用，超過保險價額之百分之二者，保險人應支付其全額。
 3. 前二項之規定，於當事人以契約約定有保險人不負擔之損害或費用之比例者，準用之。
 4. 前三項所規定之比例，就各次航海計算之。

第八百三十一條

Article 831 Indemnification amount for damaged cargo

第八三一條 (貨載之一部損害)

保險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險者ハ其積荷カ毀損シタル狀況ニ於ケル価額ノ毀損セサル狀況ニ於テ有スヘカリシ価額ニ對スル割合ヲ以テ保險価額ノ一部ヲ填補スル責ニ任ス

Where the cargo insured has arrived at the port of unloading in as damaged condition, the insurer is bound to make indemnification against such proportion of the insurable value as the value of the cargo in its damaged condition bears to the value which it would had in a sound condition.

為保險標之貨載已毀損而到達目的港者)保險人應以該貨載於毀損狀況下之價額對未毀損狀況下應有之價額之比例，負填補保險價額之一部之責任。

第八百三十二條

Article 832 Indemnification amount for sold cargo

第八三二條 (因變賣貨載之損害)

1. 航海ノ途中ニ於テ不可抗力ニ因リ保險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險価額トノ差ヲ以テ保險者ノ負擔トス但保險価額ノ一部ヲ保險ニ付シタル場合ニ於テ第六百三十六條ノ適用ヲ妨ケス
 2. 前項ノ場合ニ於テ買主カ代価ヲ支払ハサルトキハ保險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險者ノ買主ニ對シテ有セル權利ヲ取得ス
1. If, for some reason of vis major, the cargo insured has been sold in the course of the voyage, the difference between the amount that remains after deducting the freight and other expenses from the proceeds of the sale, and the insurable value shall be borne by the insurer; however, this shall not prevent the applicability of Article 636 in cases where only a part of the insurable value has been insured.
 2. If, in the case mentioned in the preceding paragraph, the buyer does not pay the purchase price the insurer shall make payment thereof; when he has made such payment, however, he shall acquire the rights of the insured against and claim the whole
1. 於航海途中，因不可抗力而將保險標之貨載變賣者，以依其變賣所得價金扣除運費或其他費用後，與保險價額之差額，作為保險人之負擔。但以保險價額之一部付諸保險者，不妨害第六三六條之適用。
 2. 前項情形，買受人不支付價金者，保險人應支付之。但為該項支付時，即取得被保險人對買受人所有之權利。

第八百三十三條

Article 833 Causes for abandonment

第八三三條 (保險委付)

之原因)

左ノ場合ニ於テハ被保險者ハ保險ノ目的ヲ保險者ニ委付シテ保險金額ノ全部ヲ請求スルコトヲ得

- 一. 船舶カ沈没シタルトキ
- 二. 船舶ノ行方カ知レサルトキ
- 三. 船舶カ修繕スルコト能ハサルニ至リタルトキ
- 四. 船舶又ハ積荷カ捕獲セラレタルトキ
- 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

In the following cases, the insured may abandon the subject-matter of the insurance to the insured and claim the whole of the amount insured:

- (1) If the ship has foundered;
- (2) If the ship is missing;
- (3) If the ship has become unrepairable;
- (4) If the ship or the cargo has been captured;
- (5) If the ship or the cargo has been put under restraint by order of a government, and not released within six months.

於左列情形，被保險人得將保險之標的委付於保險人，而請求全部保險金額：

- 一. 船舶沈没時；
- 二. 船舶之行蹤不明時；
- 三. 船舶已至不能修繕時；
- 四. 船舶或貨載被捕獲時；
- 五. 船舶或貨載依官署之處分而被扣押，逾六個月仍未放行時。

第八百三十四條

Article 834 Missing ship

第八三四條（船舶之行蹤不明）

1. 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
2. 保險期間ノ定アル場合ニ於テ其期間カ前項ノ期間内ニ經過シタルトキト雖モ被保險者ハ委付ヲ為スコトヲ得但船舶カ保險期間内ニ滅失セザリシコトノ証明アリタルトキハ其委付ハ無効トス

1. A ship shall be deemed to be missing if for six months it is unknown whether she exists or not.
2. Even if the period of insurance, in cases where such has been fixed, has lapsed during the period mentioned in the preceding paragraph, the insured may effect an abandonment; provided, however, that the abandonment shall be void upon proof that the ship was not lost within the period of insurance.

1. 船舶之存否，逾六個月仍不明者，其船舶視為不知行蹤。
2. 定有保險期間者，其期間雖已在前項之期間內經過，被保險人仍得為委付。但有船舶未於保險期間內滅失之證明者，其委付無效。

第八百三十五條

Article 835 Continued carriage of cargo

第八三五條（因他船為貨載之運送與委付權消滅）

第八百三十三條第三号ノ場合ニ於テ船長カ遲滞ナク他ノ船舶ヲ以テ積荷ノ運送ヲ繼續シタルトキハ被保險者ハ其積荷ヲ委付スルコトヲ得ス

If, in the case mentioned in Article 833 items (3), the master has without delay continued the carriage of the cargo by another ship, the insured may not abandon the cargo.

第八三三條第3項之情形，船長已不遲延地以其他船舶繼續貨載之運送者，被保險人不得委付其貨載。

第八百三十六條

Article 836 Notice of abandonment

第八三六條（保險委付之通知）

1. 被保險者カ委付ヲ為サント欲スルトキハ三個月内ニ保險者ニ對シテ其通知ヲ發スルコトヲ要ス
2. 前項ノ期間ハ第八百三十三條第一号、第三号及七第四号ノ場合ニ於テハ被保險者カ其事由ヲ知リタル時ヨリ之ヲ起算ス
3. 再保險ノ場合ニ於テハ第

1. If the insured desires to effect an abandonment, he shall despatch notice thereof to the insurer within three months.
2. In the cases mentioned in Article 833 items (1), (3) and (4), the period mentioned in the preceding paragraph shall be computed from the time when the insured becomes aware of the cause of abandonment.
3. In the case of reinsurance, the period

1. 被保險人欲為委付者，應於三個月內對於保險人發出其通知。
2. 前項之期間，於第八三三條第1項、第3項及第4項之情形，自被保險人知悉其事由時起算之。
3. 於再保險之情形，第一項

一項ノ期間ハ其被保險者
カ自己ノ被保險者ヨリ委
付ノ通知ヲ受ケタル時ヨ
リ之ヲ起算ス

mentioned in paragraph 1 shall be computed
from the time when the reinsured received
notice of the abandonment from the person
whom he has insured.

之期間，自其被保險人接
到自己之被保險人之委
付通知時起算之。

第八百三十七條

Article 837 Factor of abandonment

第八三七條 (保險委付 之要件)

1. 委付ハ單純ナルコトヲ要
ス
2. 委付ハ保險ノ目的ノ全部
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
3. 保險価額ノ一部ヲ保險ニ
付シタル場合ニ於テハ委
付ハ保險金額ノ保險価額
ニ対スル割合ニ応シテ之
ヲ為スコトヲ得

1. An abandonment shall be unconditional.
2. An abandonment shall be effected in respect
of a part of such subject-matter, it may be
effected for such part only.
3. IN cases where a part of insurable value has
been insured, an abandonment may be
effected in the proportion which the amount
insured bears to the insurable value.

1. 委付應單純。
2. 委付應就保險標之之全
部為之。但委付之原因就
其一部發生者，得僅就該
部分為之。
3. 以保險價額之一部付諸
保險者，委付得依保險金
額對保險價額之比例為
之。

第八百三十八條

Article 838 Acceptance of abandonment

第八三八條 (保險委付 之承認)

保險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

If the insurer has accepted the abandonment,
he may not at any future time raise any objection
thereto.

保險人承認委付者，嗣後對
該委付不得有異議。

第八百三十九條

Article 839 Effect of abandonment

第八三九條 (保險委付 之效力)

1. 保險者ハ委付ニ因リ被保
險者カ保險ノ目的ニ付キ
有セル一切ノ權利ヲ取得
ス
2. 被保險者カ委付ヲ為シタ
ルトキハ保險ノ目的ニ關
スル証書ヲ保險者ニ交付
スルコトヲ要ス

1. The insurer shall, by virtue of the
abandonment, acquire all the rights
possessed by the insured in respect of the
subject-matter of the insurance.
2. When the insured has effected an
abandonment, he shall deliver to the insurer
the documents relating to the subject-matter
of the insurance.

1. 保險人因委付而取得被
保險人就保險標之所有
之一切權利。
2. 被保險人為委付者，應將
有關保險標之之證書交
付予保險人。

第八百四十條

Article 840 Notice of other insurance contract, etc.

第八四〇條 (關於其他 保險契約等之通知)

1. 被保險者ハ委付ヲ為スニ
当タリ保險者ニ対シ保險
ノ目的ニ關スル他ノ保險
契約並ニ其負擔ニ屬スル
債務ノ有無及ヒ其種類ヲ
通知スルコトヲ要ス
2. 保險者ハ前項ノ通知ヲ受
クルマテハ保險金額ノ支
払ヲ為スコトヲ要セス
3. 保險金額ノ支払ニ付キ期

1. The insured shall, when effecting an
abandonment, notify the insurer whether
there exists any other contract of insurance
relating to the subject-matter of the
insurance as well as there exists any
objection with which such subject-matter is
charged, and if so, of what kind.
2. The insurer is not bound to pay the amount
insured until he has received the notice
mentioned in the preceding paragraph.
3. If the period for the payment of the amount

1. 被保險人為委付時，應將
與保險標之有關之其他
保險契約或有無應歸屬
其負擔之債務及其種
類，通知保險人。
2. 保險人於接到前項通知
以前，不須為保險金額之
支付。
3. 關於保險金額之支付定

間ノ定アルトキハ其期間
ハ保險者力第一項ノ通知
ヲ受ケタル時ヨリ之ヲ起
算ス

insured has been fixed, such period shall be
computed from the time when the insurer
receives the notice mentioned in paragraph
1.

有期間者，其期間自保險
人接到第1項之通知時起
算之。

第四百四十一条

Article 841 Refusal of abandonment

第八四一條 (未承認保 險委付之情形)

保險者力委付ヲ承認セサル
トキハ被保險者ハ委付ノ原
因ヲ証明シタル後ニ非サレ
ハ保險金額ノ支払ヲ請求ス
ルコトヲ得ス

In case the insurer does not accept the
abandonment, the insured may not claim
payment of the amount insured unless he
submits proof of the cause of abandonment.

保險人不承認委付者，被保
險人非於証明委付之原因
後，不得請求保險金額之支
付。

第七章船舶債權者

Chapter VII Ship's Creditors

第七章 船舶債權

第四百四十二条

Article 842 Preferential right over ship

第八四二條 船舶優先權

左ニ掲ケタル債權ヲ有スル
者ハ船舶、其屬具及ヒ未タ受
取ラサル運送貨ノ上ニ先取
特權ヲ有ス

A person who has any of the claims mentioned
below has a preferential right over the ship, its
appurtenances and the unpaid freight:

具有下列任一求償之人，對
於船舶、其設備屬具及未付
運費有優先受償之權：

一. 船舶並ニ其屬具ノ競売ニ
關スル費用及ヒ競売手續
開始後ノ保存費

(1) Expenses relating to the sale of the ship and
its appurtenances by official auction, and
the expenses of preservation after the
commencement of the proceedings for the
sale by official auction;

一. 有關船舶及其設備屬具
為正式標賣之費用，及
於正式標賣程序開始後
之保全費用；

二. 最後ノ港ニ於ケル船舶及
ヒ其屬具ノ保存費

(2) Expenses of preservation of the ship and its
appurtenances at the last port;

二. 於最後港保全船舶及其
屬具之費用；

三. 航海ニ關シ船舶ニ課シタ
ル諸稅

(3) All public dues levied on the ship in respect
of the voyage;

三. 有關該航程課以船舶之
所有稅捐；

四. 水先案内料及ヒ挽船料

(4) Pilotage dues and towage dues;

四. 引水費及拖帶費；

五. 救助料及ヒ船舶ノ負擔ニ
屬スル共同海損

(5) Salvage remuneration and the ship's
contribution to general average;

五. 救助報酬及船舶之共同
海損分擔；

六. 航海繼續ノ必要ニ因リテ
生シタル債權

(6) Claims which have arisen from the
necessity for the continuance of the
voyage;

六. 為繼續航程之需所生之
求償；

七. 雇傭契約ニ因リテ生シタ
ル船長其他ノ船員ノ債權

(7) of the master and other mariners which
have arisen from their contracts of
employment.

七. 船長及其他船員因其僱
傭契約所生；

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
並ニ艤裝ニ因リテ生シタ
ル債權及ヒ最後ノ航海ノ
為メニスル船舶ノ艤裝、
食料並ニ燃料ニ關スル債
權

(8) Claims which have arisen from the sale or
construction and the equipment of the ship,
in cases the ship has not yet made any
voyage after her sale or construction; and
claims in respect of the equipment and
food and fuel of the ship for her last
voyage.

八. 船舶於出售或建造後尚
未開始其航程者，就該
船舶及其設備之出售建
造所生之求償；及有關
船舶最後航程之設備、
膳食及燃料之求償。

第四百四十三条

Article 843 Preferential right over freight

第八四三條 對於運費之 優先權

船舶債權者ノ先取特權ハ運
送貨ニ付テハ其先取特權ノ
生シタル航海ニ於ケル運送
貨ノ上ニノミ存在ス

In regard to freight, the preferential right of a
ship's creditor exists only over the freight for
the voyage out of which such preferential right
has arisen.

就運費而言，船舶債權人之
優先權僅存在於發生該優
先權之航程運費上。

第八百四十四條

Article 844 Precedency of preferential rights

第八四四條 優先權之位次

1. 船舶債權者ノ先取特権カ互ニ競合スル場合ニ於テハ其優先權ノ順位ハ第八百四十二條ニ掲ケタル順序ニ従フ但同條第四号乃至第六号ノ債權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
1. In cases of the concurrence of the preferential rights of ship's creditors, their priority shall be determined by the order in which they are mentioned in Article 842; however, as between the claims mentioned in item (4) to (6) inclusive of said Article, a claim arising later shall take precedence over an earlier one.
1. 於船舶債權人之優先權發生時，其優先次序應依第八四二條所規定之次序決定之；然於該條第四至六項所述求償間，後發生者先前發生者受償。
2. 同一順位ノ先取特権者数人アルトキハ各其債權額ノ割合ニ応シテ弁済ヲ受ク但第八百四十二條第四号乃至第六号ノ債權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 there are two or more persons having preferential rights of the same rank, they shall receive performance in proportion to the amounts of their respective claims; however, in cases the claims mentioned in Article 842 items (4) to (6) inclusive have not arisen simultaneously, a claim arising later shall take precedence over an earlier one.
2. 同一項有二或以上之人具有優先者，則就其求償數額比例受償；然於第八四二條第四至六項所述求償間，如非同時發生者，後發生者先前發生者受償。
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ズ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. In cases where preferential rights have arisen in respect of two or more voyage, a right arising in respect of a later voyage shall take precedence over one arising in respect of an earlier voyage, notwithstanding the provisions of the preceding two paragraphs.
3. 優先權涉及二或二以上航次者，無論前二項規定為何，後航次發生者較前航次發生者優先受償。

第八百四十五條

Article 845 Precedency of preferential rights

第八四五條 優先權之位次

- 船舶債權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權者ノ先取特権ハ他ノ先取特権ニ先ツ
- In cases of concurrence of the preferential right of a ship's creditor with other preferential rights, the preferential right of a ship's creditor shall take precedence over other preferential rights.
- 如船舶債權人之優先權發生時已有其他優先權利者，船舶債權人之優先權應優先其他優先權利。

第八百四十六條

Article 846 Assigned ship and preferential right

第八四六條 船舶讓與及優先權

1. 船舶所有者カ其船舶ヲ讓渡シタル場合ニ於テハ讓受人ハ其讓渡ヲ登記シタル後先取特権者ニ對シ一定ノ期間内ニ其債權ノ申出ヲ為スハ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
1. If the shipowner has assigned his ship, the assignee shall, after such assignment has been registered, give public notice to persons having preferential rights to present their claims within a fixed period however, such period shall not be less than on month.
1. 船舶所有人讓與船舶，於讓與完成登記後，受讓人得以一固定期間之公告方式使其具有優先權之人出面主張其權利，該期間不少於一個月。
2. 先取特権者カ前項ノ期間内ニ其債權ノ申出ヲ為サリシトキハ其先取特権ハ消滅ス
2. If a person having a preferential right does not present his claim within the period mentioned in the preceding paragraph, his preferential right shall be extinguished.
2. 如具有優先權之人未能於前項期間内出面主張其權利，其優先權應消滅。

第八百四十七條

Article 847 Extinguishments of preferential right

第八四七條 優先權之消滅

- | | | |
|--|---|---|
| <p>1. 船舶債権者ノ先取特権ハ其發生後一年ヲ経過シタルトキハ消滅ス</p> <p>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</p> | <p>1. The preferential right of a ship's creditor shall be extinguished upon the lapse of one year from the time when it has arisen.</p> <p>2. The preferential right mentioned in Article 842 item (8) shall be extinguished by the departure of the ship.</p> | <p>1. 船舶債権人之優先權於發生後一年期間經過而消滅。</p> <p>2. 第八四二條第(八)款之優先權於船舶離航時消滅。</p> |
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第四百四十八条

Article 848 Hypothec of ship

第八四八條 船舶抵押

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|--|---|--|
| <p>1. 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</p> <p>2. 船舶ノ抵当権ハ其属具ニ及フ</p> <p>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】</p> | <p>1. A registered ship may form the subject-matter of a hypothec.</p> <p>2. A hypothec on a ship shall extend to its appurtenances.</p> <p>3. The provisions relating to hypothec on immovable shall apply mutates mutandis to hypothec on ship.</p> | <p>1. 已登記之船舶得成為抵押之標的。</p> <p>2. 船舶之抵押應包括其屬具。</p> <p>3. 有關動產抵押之規定準用於船舶抵押。</p> |
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第四百四十九条

Article 849 Preferential right and hypothec

第八四九條 優先權及抵押

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|--------------------------------|--|-----------------------------|
| <p>船舶ノ先取特権ハ抵当権ニ先チテ之ヲ行フコトヲ得</p> | <p>The preferential right of a ship's creditor can be exercised in precedence to a hypothec.</p> | <p>船舶債権人之優先權得先於船舶抵押權行使。</p> |
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第四百五十条

Article 850 Prohibition to pledge registered ship

第八五〇條 已登記船舶質押之禁止

- | | | |
|----------------------------------|---|------------------------|
| <p>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</p> | <p>A registered ship may not form the subject matter of a pledge.</p> | <p>已登記之船舶不得為質押之標的。</p> |
|----------------------------------|---|------------------------|

第四百五十一条

Article 851 Ship in course of construction

第八五一條 船舶建造

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|---------------------------|--|---------------------|
| <p>本章ノ規定ハ製造中ノ船舶ニ之ヲ準用ス</p> | <p>The provisions of this Chapter shall apply mutates mutandis to ships in the course of construction.</p> | <p>船舶建造中準用本章規定。</p> |
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