

....., 19.....

No.....

Expires..... 19..... unless previously revoked or renewed.

M.....

.....

Dear Sir. . . .

We beg to inform you that we are instructed by our.....
to purchase as offered your..... Bills drawn at.....
on.....
to the extent of.....
for..... Invoice cest of..... shipped to.....

The Bills must be accompanied by full sets of Bills of Lading,
made out "Order" and blank endorsed together with Invoice and Policy
of Insurance, all duly hypothecated to the bank against Payment of the
Bills.

Please note that this is not to be considered as being "Bank
Credit" and also that this does not relieve you from the liability usually
attaching to the "Drawer" of a Bill of Exchange.

Kindly hand in this letter when negotiating Bills in order
that same may be endorsed on the back hereof.

Please note that your Drafts are to be marked as drawn under
Instructions, No..... Dated....., 19.....

We reserve the option of cancelling this arrangement at any
time, if deemed expedient in the interest of the parties concerned.

Yours faithfully,

For THE BANK OF TAIWAN, LTD.,

....., Manager.

(I) C、I、號信用指圖書 (C. I. form Instruction)

荷爲替信用指圖書中に例外的存在として Irrevocable にて且 without recourse なるを其の特質とせるものあり、此種のものとは又現在臺灣銀行が之をC、I 號信用指圖書と命名せるが故に茲にも説明の便宜上此名稱を用ふる事とせり、而して此種信用指圖書の制定せられたる所以は銀行の本支店間に於て事實上嚴格なる意味の信用狀を發行したると同様の効果を其受益者に與へ且其振出手形を悉く自行の業務として取扱はんとするにあり、蓋し輸出業者にしてC 號信用指圖書の如き特質のものを欲せざる場合には輸入業者は結局銀行をして嚴格なる意味の信用狀を發行せしむるより外に途なきも既述の如く信用狀は未だ我國に於ては其機能を充分發揮し得ざる憾あり加ふるに發行銀行としても其振出手形を自行に吸収し難き不利の點あるが故に此等難點を折衷し結果に於て受益者に信用狀と同様の利益を與へ而も發行銀行は之に基く振出手形を自行に集中せしめんと企圖したるものが所謂C、I 號指圖書なり。故に此種指圖書は銀行の内部關係に於て事實上 Confirmed Credit と同様に取扱はれ居るものゝ如し。

次に掲出するは此種信用指圖書の申込書なるが實質は又銀行が發行依頼人より徵求する差入證なり。

If you have no objection to your stamping "Received Form B/L," "Clean" or "Through," unless otherwise specified in the application, and also "Insurance Certificate" instead of "Insurance Policy," and it is further agreed that in case "Shipped Form B/L" is especially called for, you may accept "Received Form B/L" under "On Board Endorsement" instead of "Shipped Form B/L."

Revenue Stamp

C/I No.

To THE BANK OF TAIWAN, LIMITED,

Dear Sirs,

I request you to forward instruction by cable (Bank is not to be held liable for any delay, mistake, mutilation or omission which may happen in the transmission of the cable) to your Branch/Agency to negotiate draft or drafts as follows:—

Drawn by without recourse

Upon

Against shipment of

At usance of

To be drawn in {payable at the Bank's Drawing Rate for Demand Drafts or T.T. on with interest.

Not later than

To the extent of say

accompanied by a full set of shipping documents, viz: Bills of Lading, Invoices, and policies of Marine Insurance relating to the above mentioned merchandise ordered by me, it being understood that you will take the invoice as genuine and reliable evidence.

In consideration of your granting me above request, I hereby engage duly to accept and pay the draft or drafts at maturity and further engage that in case of making default on my part in acceptance or in payment of the bill, you are authorized to dispose of the goods forming collateral security without any reference to me or without consent on my part and to apply the net proceeds in payment of such draft or drafts and expenses incurred in this connection and in case the proceeds of such goods are insufficient for the payment thereof, I shall immediately pay you any deficiency on demand and in case there is any balance after applying the proceeds in the settlement of the dishonoured bill or bills, you are further authorized to retain the surplus towards the payment of any other bill or bills or of any other debt or liability of mine, and guarantee that I shall not cause you any loss or trouble in consequence of such shipment or shipments being delayed or the goods turning out on arrival to be of defective quality or wrong description, or under any circumstances whatsoever.

Yours faithfully,

I hereby guarantee due performance of above contracts and take all responsibilities in connection therewith jointly and severally with the said person.

船荷証券並=海上保険証券=關スル附加條項

船荷証券ハ特ニ請求ナキ限リ "Received Form B/L" ("Ocean" 又ハ "Through")ヲ御受理相成候トモ異存無之又特ニ "Shipped Form B/L"ヲ要求スル場合ニ於テ "On Board Endorsement"アル "Received Form B/L"ヲ便宜御受理相成候トモ異議無之候海上保険証券ニ就テハ特ニ指定セザル限リ Certificate of Marine Insuranceヲ御受理方差支無之候

印相紙當

第 號

C/I 號信用指圖書申込書

- 手形振出人
- 手形名宛人
- 手形為替物
- 手形期限
- 手形面額種類
- 荷爲替取組期間
- 荷爲替取組極度

(手形償還義務ヲ免除ス)

C/I

No.

株式會社 臺灣銀行御中

今般前記手形振出人ヨリ前記注文品ニ關スル船荷証券正副一式海上保険証券及「インヴォイス」相添ヘ 拙者 荷爲替取組方實行 出張所ヘ申出候節ハ其「インヴォイス」ヲ確實トシ前記ノ通り荷爲替御取組被下候様同 出張所ヘ電信(電信ノ延着誤謬脱漏其他ニ依リ如何ナル事故相生ジ候トモ苦情申立間敷)ヲ以テ御指圖相成 度御依頼申候就テハ該爲替手形實行ヘ到着ノ上ハ御呈示次第當社ニ於テ直ニ引受ヲナシ期日無相違支拂可申 候萬一右手形ノ引受又ハ支拂方遅延致候節ハ該附屬荷物ヲ實行ニ於テ無斷適宜御處分ノ上手形ノ支拂並ニ諸 費用ノ決済ニ御充當相成候トモ異存無之ハ勿論不足相立候場合ニハ御請求次第直チニ辨償可致候若シ又右 決済ノ上尙剩餘金相生ジ候節ハ貴行ニ對スル拙者ノ他ノ債務ノ決済又ハ擔保ニ御充當相成候トモ一切異議無 之候萬一該商品延着致候トモ又ハ該商品當地着ノ上不正瑕疵品違品不足等其他如何ナル事情相生ジ候トモ聊 力實行ニ御迷惑御損耗相掛申間敷候仍而證書如件

依 頼 人

本文ノ契約ニ對シ 拙者 ハ本人ト連帶シテ一切ノ義務ヲ履行可致候

連帶保證人

年 月 日

第四節 受取證拂指圖書 (Payment on receipt Instruction)

此種の信用指圖書は銀行が自己の本支店に宛て、發行し該名宛店に對して受益者が一定の船積書類に受取證を添付して提出したる場合其受取證に對して直ちに金額の支拂を爲すべき事を指圖し、他方其名宛店をして右支拂金額並に手形振出に要すべき印紙税其他を合したる金額に依り前記船積書類添付の荷爲替手形を信用指圖書の發行依頼人宛に振出さしむるものにして所謂信用指圖書としては極めて異例的のものに屬し畢竟 Payment on receipt credit を本支店間に流用せんとするものなり。其目的とする所は受益者に手形を振出さしむる事なく發行依頼人の爲め商品代金の立替拂を爲さしめんとするにあり。從て本指圖書に關しては絶対に手形金償還の問題起らず受益者は受取證に基き一定金額の支拂を受けたる時を以て信用指圖書の關係より全く解放せらるゝものなり。

更らに此種信用指圖書は Irrevocable なるを原則とするが故に受益者は理論上に於て Confirmed Credit の發行を受けたるよりも一層有利なる地位に立てるものと謂ふべく其理蓋し Confirmed Credit の受益者は發行銀行より手形金の償還義務を免除せられ居るも手形所持人よりは敢て右義務の免除を受け居らざれば萬一信用狀發行銀行の支拂停止、破産等の場合には手形所持人より償還義務の履行を要求せらるゝ事絶無に非ざるべしと雖も此種信用指圖書は前述の如く Irrevocable にて且手形の

振出を要求せざるため受益者は一旦其支拂を受けたる以上後日何等の問題をも顧慮する要なきものとす。

此種信用指圖書は現在我國に於て横濱正金銀行及臺灣銀行が之をB號信用指圖書(B form Instruction)と命名せるが故に一般商取引界に於ては屢々B號信用狀の別名を以て呼稱せらるゝ事ありと雖も又余の寡聞なる歐米諸國の取引界に於て此種のものが存在せる事實を知らざるなり。(註一)

思ふに是れ此種信用指圖書は未だ嚴格なる意味の信用狀殊に Confirmed credit の機能及特質並に之に關する商慣習等が一般に知悉せられざりし時代の遺物と稱せられ居る程なれば懸て信用狀の本質が廣く商取引界に詳知せられ Confirmed Credit の受益者は假令手形を振出す事あるも實際上手形金の償還義務を免除せられ居ると同様の地位を獲得せる所以が諒解せらるゝに至らば漸次我國の貿易市場より其影を没するに至るべしと云ふものあれど現在我國の對外貿易上には此種信用指圖書の利用せらるゝ事決して尠なからざる實狀なり。

次に此種信用指圖書の申込書及發行銀行より支店に宛て、發する通知書を掲出すべし。

(註一) W. F. Spalding が其名著 Bankers Credit 中の Payment on Receipt Instruction と云へるは茲に所謂B號信用指圖書と同性質のものなりや否や將又歐洲諸國には之と類似の信用指圖書が存在せるやの點に關しては余の寡聞なる未だ其詳細を審にする事能はずと雖も思ふに這は大戦前和蘭本國對蘭領東印度間の貿易に利用せられたる「船荷證券引換拂信用狀」(Payment against Documents Credit) を指稱するに非ずやと思はる、然れ共斯る信用狀が果して理論上信用狀と呼稱し得べきものな

りや否やの點は暫く問題外として茲に一言右信用狀の機能を述べんに和蘭本國の銀行は蘭領東印度所在銀行よりの通知に基き在和蘭の輸出商に對し右信用狀發行の旨を通知し輸出商が商品の積出を完了して船積書類を提出したる場合通知銀行は直ちに「インボイス」面金額の支拂を爲すものにして我國の「Payment on Receipt Instruction」に酷似せるものなり。
(前掲同書 P. 105. 参照)

I/We hereby guarantee to accept draft or drafts drawn under this letter of instruction irrespective of relative Bills of Lading worded "Received" instead of "Shipped" or made out "Ocean or Through" and agree Certificate of Marine Insurance instead of Policy and hold you free from any damage occurred in connection herewith.

IRREVOCABLE CREDIT.



B. No. 19

To THE BANK OF TAIWAN, LIMITED.

Dear Sirs,

I/We request you to forward instructions by ^{mail}/_{cable} to your office to pay to M. at any sum or sums not exceeding in all. say. against ^{his}/_{their} receipt or receipts, accompanied by a full set of shipping documents, viz :— Bills of Lading, Invoices, and Policies of Marine Insurance, covering the shipment of ordered by ^{me}/_{us}, and for the reimbursement of the amount so paid, your above mentioned office to draw upon ^{me}/_{us}, in at usance of after sight, within months from this date. Stamp duty for the draft will be borne by ^{me}/_{us}, and may be added to the amount of draft. The draft is to be drawn in payable at the Bank's drawing rate for Demand Draft on with interest.

In consideration of such draft or drafts being drawn by your Bank, I/we hereby engage duly to accept and pay the same at maturity, and guarantee that I/we shall not cause you any loss or trouble in consequence of such shipment or shipments being delayed or the goods turning out on arrival to be of defective quality or wrong description, or under any circumstances whatsoever.

Yours faithfully,

I/we hereby guarantee due performance of the above contracts and take all responsibilities in connection therewith jointly and severally with the said person.

DRAFTS DRAWN UNDER THE WITHIN CREDIT

Date	Amounts		By whom negotiated and at what place
	In Letters	In Figures	

The Bank of Taiwan, Limited.
 INCORPORATED BY
 SPECIAL IMPERIAL CHARTER.

LETTER OF INSTRUCTION.

B.
 No., 19...

To The Bank of Taiwan, Limited,

Dear Sirs,

You are hereby instructed to pay.....

any sum or sums not exceeding in all.....

against ^{his} receipt or receipts in triplicate two of which must be sent to us, provided that such _{their} receipt or receipts be accompanied by a full set of shipping documents consisting of Bills of Lading filled up to order and blank endorsed, Invoice and Policy of Marine Insurance, relating to the shipment of..... for order and on account of the party undermentioned.

For the reimbursement of the amount thus paid you are to draw at..... sight upon.....

with whom all the necessary arrangements have been made here.

All the sums paid under this instruction must be written off on the back hereof and drafts must be marked as drawn under Instruction No. dated 19.....

This instruction is to be in force ^{until} during..... from this date, and this letter to be returned to us when exhausted or expired.

Yours faithfully,

For THE BANK OF TAIWAN, LIMITED,

..... Manager.

第五節 New-York Acceptance Instruction

此種の信用指圖書は我國商取引界に於て一般に London Acceptance Credit (又は New-York Acceptance Credit) と稱せらるるものと前節に述べたる payment on Receipt Instruction とを折衷改良したるものにして其特質は Irrevocable なるを原則とし専ら米國よりの對日輸入貿易に利用せられ其目的とする所は同貿易金融上我國よりも割引利率の低廉なる紐育金融市場の資金を利用せんとするにあり。現在横濱正金銀行の發行しつゝある B、A 號及 C、A 號信用指圖書之に屬す。

(I) B、A、號信用指圖書 (B. A Form Instruction)

本信用指圖書に對する事務手續を概説すれば輸入業者の依頼に依りて銀行が其發行を承諾したるときは該銀行は直ちに其旨紐育の支店に通知し同支店が更に之を輸出業者たる受益者に通知すれば受益者は右銀行の紐育支店宛爲替手形と共に一定の船積書類を同店へ提出すべきものとす。

之に對し同支店は右手形に引受を爲して受益者に返戻するが故に受益者は自由に之を紐育の金融市場に賣出し以て所要資金の調達を爲し得るものなるが、一方該手形に引受を爲したる紐育支店は右引受手形と同金額にて且同一期日の爲替手形を本指圖書の發行依頼人宛に振出し前記船積書類と共に發行銀行に送付するものとす。而して發行銀行は之を名宛人に呈示して引受を求め期日に取立

て、前述の如き自己の紐育支店が爲したる引受手形支拂の對價を取得し茲に一切の關係終了を告ぐるものなれど萬一該手形が不渡となりたる場合にも右手形自體の形式上償還請求に關する問題は發生するの餘地なきものとす。而して既述の如く此種信用指圖書は専ら紐育金融市場の資金利用を目的とせるものなるが故に之に基く振出手形も該金融市場に於て最も有利に消化せられん事を圖る必要上其金額は米弗のみに限定せられ且手形期限も同貿易一般の慣習上一覽後九十日拂と定む、更らに本指圖書は Irrevocable にして又發行に際し銀行は一定の發行手数料を徵求すべきものとす。

(II) C. A 號信用指圖書 (C.A. form Instruction)

Revocable として且 with recourse なるを特質とし其他の性質及之に伴ふ一切の取扱は前述のB、A 號信用指圖書と殆んど同様なるも只左記點に於てのみ兩者間に相違あり。

B、A 號指圖書の受益者は發行銀行の紐育支店宛手形と共に一定の船積書類を同支店へ提出すべきものなるもC、A 號指圖書の受益者は(1)發行銀行の紐育支店宛手形及び(2)發行依頼人宛手形の兩者を一定の船積書類と共に右紐育支店へ提出すべきものとす。

之に對し同銀行支店は内一通の手形に引受を爲して受益者に返付すべき事B、A 號信用指圖書の場合と同様なるも他の一通たる發行依頼人宛手形に前記船積書類を添付し發行銀行へ送付するものなるが故に此場合該紐育支店は自ら手形を振出す必要なきものとす。而して其後に於ける取扱は兩者全然同様なれど既述の如く本指圖書は with recourse を特質とするが故に萬一發行依頼人に於て該手形の支拂を爲さざる場合には受益者に於て手形金償還の責に任ぜざるべからざる事蓋し贅言の餘地なかるべし。

次に掲出するは本指圖書發行の際銀行が依頼人より徵求する差入證なり。

C. A. 證

今般拙者ヨリ米國

フ註文致候ニ就テハ

年

月

日迄ニ同人社ガ

米貨

弗 (U. S. \$

フ限り壹回又ハ數回ニ貴行紐育支店ニ宛テ一覽後九十

日拂米貨爲替手形ヲ振出候節ハ貴支店ニ於テ御引受方相願度キニ付キ貴行C. A. 號指圖書御發行ノ儀御依頼申候處御承諾被成下候ニ付テハ右振出人ヨリ貴支店宛手形ニ相添ヘ船荷證券海上保險證券及「インヴォイス」並ニ貴支店宛手形ト同額同支拂期日ノ米貨爲替手形ヲ同振出人ヨリ當社宛振出シノ上提出可致ニツキ右書類及手形引換ニ貴支店宛手形御引受相成度右當社宛爲替手形ハ拙者ニ於テ引受ノ上期日無相違御支拂可申候萬一引受又ハ支拂遲延致候節ハ貴行ニ於テハ關係荷物ヲ適宜御處分相成又當社ノ貴行ニ對シテ債權アル場合ハ其辨濟期ニ拘ラズ相殺其他ノ方法ニヨリ手形金額及諸費用ノ支拂ニ任意御充當相成候トモ異存無之ハ勿論不足相立テ候場合ニハ御請求次第直ニ辨濟可致候尙該荷物延着又ハ品違其他如何ナル事情相生ジ候トモ聊力貴行ニ御迷惑御損耗相掛申間敷候
又貴行ノ御都合ニヨリ右指圖書何時御取消相成候トモ苦情申間敷候

昭和 年 月 日

依頼人

横濱正金銀行大阪支店 御中

第三章 信用指圖書の法律關係

第一節 信用指圖書の依頼人と發行銀行間の法律關係

信用指圖書は其依頼人と發行銀行との間の契約に基き發行せらるゝものなる事信用状の場合と同様なり、而して該契約は信用指圖書の發行を目的とするものなるが故に之を信用指圖書發行契約と稱す。通常輸入業者たる發行依頼人が目的とする商品の輸入に便せんがため銀行に對し特定の第三者が自己に宛て、振出したる手形の單純なる買取、若くは一定金額の立替拂等を爲すべき旨銀行の本支店若くは特殊の取引契約ある他銀行へ指圖せん事を要求し銀行が之を承諾する事に依りて成立する契約なり、而して此場合通常銀行は發行依頼人よりの口頭申込に基き信用指圖書を發行すべきや否やを決し之が發行の承諾を與へたる場合に始めて信用指圖書申込書を徵求すべきものなるが故に該申込書は表面の名稱とは全く其内容を異にし實質は信用指圖書の發行に關し銀行が依頼人に提出せしむる差入證と解すべきものなり。

(1) 信用指圖書發行銀行の依頼人に對し負擔する義務

銀行が依頼人よりの要求に基き信用指圖書の發行を承諾したる場合には直ちに自己の本支店若くは特殊の取引契約ある他銀行に對し申込書記載の條件を具備せる手形の單純なる買取方若くは一定金額の立替拂等を爲すべき旨指圖せざるべからず、而して茲に所謂指圖の意義に關しては時として學者實際家の間に議論せらるゝ事あるも單に發行依頼人の申出を其儘受益者に傳達すべき意味と解するを妥當とすべく此點に關する銀行の實際取扱も蓋し此の範圍を出でざるものゝ如し。

斯の如く信用指圖書の發行銀行は依頼人申出の趣旨を原則として自己の僚店へ指圖すれば足り其僚店も亦該指圖のありたる旨を受益者へ通知するに止まり斯くて一切の關係は銀行内部の事務として處理し得べく此點信用状の發行銀行が依頼人に代り銀行自らが手形名宛人となる旨を受益者へ通知すると著しく其趣を異にせり。

(2) 發行依頼人の銀行に對し負擔する義務

信用指圖書の發行依頼人が銀行に對し負擔せる義務の最大なるものは該指圖書に基き振出されたる手形の引受支拂を爲すにあり、例へば手形買取指圖書の場合に於ては受益者より自己に宛てたる手形、又受取證指圖書にありては立替拂銀行が受益者に宛て、振出したる手形を引受け且期日に支拂を爲すべき義務を負擔せるなり、故に萬一依頼人が右支拂の義務を履行せざる場合には發行銀行に於て手形附帶貨物を任意に處分し其代金を以て前記手形金の辨済に充當し得べく猶ほ不足ある

場合は依頼人に於て辨償の責に任ぜざるべからざるものとす。加之依頼人は萬一の場合に銀行が行使する事あるべき指圖書の取消權保留を容認せるが故に何時銀行に於て該權利の行使を爲すも之に對して異議を申立つべき權利を有せざるなり。

之を要するに信用指圖書は既述の如く其發行依頼人對銀行間に於て一切の關係が處理せらるゝ事を原則とし且發行銀行としては信用狀の場合に於けるが如き重大なる責任を負擔せるものに非ざるが故に兩者間の法律關係も比較的簡單なるものとす。

第二節 信用指圖書の發行銀行と受益者間の法律關係

信用指圖書の發行せられたる場合其發行銀行は通常自己の僚店をして受益者に該指圖書發行の旨を通知せしむるも此場合の通知は單に右僚店が其本支店より一定條件の手形買取若くは一定金額の立替拂等を爲すべき旨の指圖書 (Instructed) を受けたる事を通知するに止まり、必らずしも之に基く振出手形の支拂を保證するが如き銀行の債務負擔に關する意思表示を爲さざるを例とす。故に此場合發行銀行對受益者間には何等の權利義務關係も生ぜざるべく、從つて理論上より云へば右通知を發したる銀行も該指圖書に基く振出手形の買取に應ずべき絶對的の義務なく受益者亦之が買取を強

要すべき權利を取得せるものに非ざる事は當事者間に接受せらるべき文書の表現文言に依りて之を確知するに難からざるべし。只實際問題としては本支店の發行に係る信用指圖書に基き振出されたる手形を其買取指圖書を受けたる僚店が割引拒絶を爲すが如き事非ざるべしと雖も理論上に於ては右の如く兩者間に何等の權利義務關係をも發生せしめざるを原則とす。此點銀行信用狀の受益者が發行銀行に對し直接手形を振出し得べき權利を取得し兩者間に一種の與信關係が成立すると著しく其趣を異にする所以を知ざるべからず。されば *Revocable with recourse* の特質にて發行せられたる信用指圖書受益者の如きは該指圖書が有効に存在する限り其振出手形の賣却に困難を感ぜずと云ふに過ぎざるべく右振出手形の支拂はるゝ迄は該手形上の義務を免るゝ事能はざるのみならず、何時發行銀行に依り其取消權が行使せらるゝも全然異議申立の餘地存せざるものとす。是れ蓋し一部極端なる論者に依り此種の信用指圖書が一種の紹介狀に過ぎずと迄極言せらるゝ事ある所以に外ならざるなり。

上述の如く信用指圖書は其發行銀行對受益者間に何等の權利義務關係をも發生せしめざる事を主眼とするが故に理論上受益者は極めて不利なる地位に立てりと稱せらるるに拘らず我國商取引界に於ては其利用せらるゝ事、實際上に於て信用狀よりも多き所以に關しては固より既述の如く我國割引市場の發達が未だ完成の域に達し居らざるがためなる事勿論なるべしと雖も又其一半の原因は信

用指圖書の發行銀行が單なる法律上の問題よりも寧ろ徳義上並に信用上の問題を重視し是れが發行に際しては依頼人の人的信用と共に手形附帶貨物の物的擔保をも考慮に入れ且一旦其發行を爲したる以上は濫りに取消權を行使するが如き事なく飽く迄慎重なる態度を以て是が運用の圓滿を念願しつつある所以に外ならざるなり。

然るに世上往々不徳なる商人は此種信用指圖書の發行が専ら銀行の本支店間のみに限られ且理論上銀行は該指圖書に對し何等の義務をも負擔せざるため比較的容易に其發行要求に應ずる事あるを奇貨とし更に銀行が手形買取に際し船荷證券の形式的事項を調査するのみにて貨物の實際を審査せざるに乘じ「インボイス」に虚偽の記載を爲して貨物の價格及數量を偽り以て銀行に不測の損害を被らしむる事なきに非ず、殊に手形關係人の本支店なる場合即ち House bill の場合に於て此種の危険一層大なるものあるを認む、往年横濱正金銀行の發行したるC號信用指圖書に關し發生したる合名會社岩坪商店事件の如き其適例にして該事件の概要は、

一、大正十年七月八日合名會社岩坪商店東京出張所が同地横濱正金銀行支店に對し倫敦の取引先より上海に送荷し破談となりたる羅紗地を同商店上海出張所の手に於て格安に購入し既に其賣込先も決定し居れるにより同行上海支店に對し右羅紗地代金に相當する金七拾萬圓のC號信用指圖書を發行せられ度旨申入れ同銀行をして同年七月十日該信用指圖書を發行せしめたり。

二、而して同商店上海出張所は右羅紗地買入代金として東京出張所より金參萬圓の送付を受け同地に於て約壹萬九千圓の羅紗地を購入し其内壹萬圓に相當する部分を四拾五萬壹千六拾壹圓七拾六錢に殘額九千圓に相當する部分を貳拾四萬八千九百參拾八圓貳拾四錢の價格あるもの、如く其數量及價格を假裝したる「インボイス」を作成し日本郵船會社より之に照應する船荷證券の發行を受け更に海上保險證券を添付して同商店東京出張所宛に前記金額の荷爲替手形各壹通を振出し之を横濱正金銀行上海支店に提出し同行支店をして眞に前記價格に相當する貨物が存在するもの、如く誤認せしめ同年八月二日及同月四日の二回に亘り右荷爲替手形割引名義の下に合計金七拾萬圓の交付を受け其他數回に之と同様の方法にて合計金貳百七拾五萬餘圓を編取したるため關係者は何れも詐欺罪に問はるゝ事となりたりき。

然れ共被告は本件行爲を以て詐欺罪に問擬せらるゝ理由なしとして争ひ其上告審に於て主張したる抗辯理由大要次の如し。

一、横濱正金銀行ノ發行ニ係ルC號信用指圖書ナルモノハ専ラ發行依頼人ノ對人信用ヲ基礎トシテ發行セラレ(註一)荷爲替ニ附シタル貨物ノ物的信用ヲ基礎トスルモノニ非ズ、手形ヲ割引シタル同行上海支店ニ於テモC號信用指圖書ヲ受領シ案内書ヲ發シタル以上ハ該指圖書記載ノ金額ニ至ル迄荷送人ノ振出ニ係ル荷爲替手形ニ對シ其積荷ノ實際數量價格如何等ヲ問フ事ナク唯形式的

要件ヲ具備セルヤ否ヤヲ調査スルノミニテ買取ニ應ズルモノナリ。

二、即チ手形買取銀行ハ其發行セラレタル信用指圖書ニ重キヲ置キテ手形ノ買取ニ應ジ（註二）荷爲替ノ附帶貨物ニ重キヲ置キテ手形ヲ買取ルモノニ非ザルガ故ニ假令本件被告等ガ荷爲替附帶貨物ニ付キ虚偽ノ事實ヲ告ゲ其積荷ノ數量價格等ヲ偽リタル荷爲替手形ヲ賣渡シタリトスルモ開ハ被告等ノ欺罔行爲ノ結果ナリト爲ス事ヲ得ズ、從ツテ詐欺罪ヲ構成スベキ謂レアルモノニ非ザルナリ。

而シテ之ニ對シ大審院ハ大要左記ノ如ク判示スル所アリキ。

横濱正金銀行ノ發行ニ係ルC號信用指圖書ハ獨リ發行依頼人ニ對スル人的信用ノミニ止マラズ荷爲替ニ付シタル貨物ノ物的信用ヲモ基礎トスルモノニシテ其指圖書受ケタル同銀行上海支店ハ其指圖書記載ノ金額ト荷送人ノ振出ニ係ル荷爲替手形ニ指定セラレタル貨物ノ價格トガ同等ナル事ヲ前提トシテ該手形ヲ買取ルモノナレバ其貨物ノ數量及價格ヲ詐リ被指圖書銀行ヲシテ錯誤ニ陥ラシメ荷爲替手形割引名義ノ下ニ金員ヲ交付セシムルニ於テハ詐欺罪ヲ構成スルモノトス。

（大審院大正十四年（九）第一九六七號同十五年刑事第六部判決）

惟フニ本件ノ如ク關係者ガ當初ヨリ銀行ニ損害ヲ負ハシムル事ヲ目的トシテ信用指圖書ヲ利用シタルハ我國商取引界ニ於テハ其例珍シク且信用指圖書ニ關スル事件ガ大審院判例トシテ現ハレタ

ルハ蓋シ本件ヲ其嚆矢トスベシ。而モ右大審院判例ハ我國商取引界ニ於テ最モ多ク利用セラレツ、アル所謂C號信用指圖書ノ性質ヲ判示シタルモノナルガ故ニ極メテ重視スベキ價值アルノミナラズ該判例ノ趣旨ニ對シテハ恐ラク何人ト雖モ之ニ異議ヲ挿ムモノ非ザルベシ。

（註一）本事件鑑定書の一部

鑑定事項

鑑定人 高柳賢三

横濱正金銀行の發行に係るC號信用狀は對人的信用に基くものなりや將又對物的信用に基くものなりや。

鑑定の結果

横濱正金銀行C號信用狀は對人的信用を主たる基礎として發行せらるゝものなり。

鑑定の説明

（前略）對人的信用又は對物的信用なる語はそれ自體に於て必ずしも明確なる概念なりと云ふを得ず殊に各場合に於て其何れに屬するやを決定すること困難なる場合多し余は本鑑定事項に使用せられたる對人的信用及び對物的信用の意義を銀行は信用狀發行依頼者其人の人格と資力とを基礎としてC號信用狀を發行せるものなりや將又擔保たるべき貨物を基礎として右信用狀を發せるものなりやの意に解して議論を進めんと欲す。

銀行がC號信用狀を發する際法律上依頼し得る處は左の三點にあり。

- （一）信用狀發行依頼者が爲す手形の引受約束及び依頼者が之を履行するの誠意と資力を有することに對する信頼。
 - （二）依頼者が支拂不能の場合擔保たるべき物品を賣却してその債務の辨濟に充つる望ある事。
 - （三）右の擔保も尙ほ債務の辨濟に不充分なるときは手形振出人に對し償還請求を爲し得る望みある事。
- 以上の内（一）及（三）は對人的信用なり之れに反し（二）は形式上對物信用的分子を包含することは疑なし然れども以上三點の内銀行が最も重きを置く點は（一）即ち信用狀發行依頼者の引受約束及びこの約束を履行する誠意と資力換言すれば信用狀發行依頼者に對する對人的信用にありと云はざるべからず蓋し擔保たるべき貨物は信用狀發行當時に於て其品質價格等全然

不確定なる状態にあるものにして信用状受益者たる輸出者が如何なる商品を送り來たるやは之を豫知し難く極端なる場合を取つて考ふれば「オリーブ油」なりと稱し「水」を送り來たるやも圖られず且つ支店が信用状受益者より手形買入を爲すに際し船積證券が眞正なる貨物を代表するものなりや否やを一々具體的に精査するが如きは迅速を尊ぶ商業取引に於て不可能なるを以て單に船積證券が形式的に完全なりや否やを調査するを以て満足せざる可からず。かゝる情況の下に於て銀行は擔保たるべき商品に主たる信用を置き信用状を發行するを得ず又(三)の手形振出人の信用も多くの場合に於て手形振出人が外國に在る關係上充分の調査困難なる場合多からん故に畢竟信用状發行銀行は「萬一商品延着又は品違等如何なる事情相生じ候とも聊か實行に御迷惑御損耗相掛申間敷候」なる依頼者の言と依頼者がこの言を實現する誠意と實力を有することに信頼してC號信用状を發行するものなりと云はざる可らず即ち余はC號信用状は對人的信用を主たる基礎として發行せらるゝものなりと斷ぜんと欲す。

(註二) 本事件鑑定書の一部

鑑定人 松 本 丞 治

鑑定事項

手形買取銀行は荷物に置きを置き手形を買取るものなるや又C號信用状に置きを置き手形を買取るものなりや換言すれば手形買取銀行は信用状あるが爲め手形を買取るものにして荷物に着眼せざるものに非ずや右附屬書類の調査は單に信用状發行銀行の委囑に依り爲すに過ぎざるものなりや。

右 鑑定

割引銀行はC號指圖書に置きを置きて割引を爲すものなり貨物自體は萬一の場合に於て擔保の目的たるは勿論なるも前鑑定事項に付き述べたる如く之を調査すること不能にして従つて之に置きを置くことを得ざるなり又右附屬書類の調査は直接には發行銀行の依頼に依りて之を爲すに過ぎざるものと謂ふべきも正金銀行のC號指圖書の如く發行銀行と割引銀行とが同一なる場合に於ては銀行は發行依頼者の趣旨に基き附屬書類の形式的調査を爲す義務を負ふものと解すべし。

附 録

- (I) Regulations for The Handling of Documentary Credit, adopted by the Association of Swedish Banks.
- (II) Rules for c. i. f. Contracts (Warsaw-Oxford Rules)
- (III) The American Foreign Trade Definitions.

REGULATIONS FOR THE HANDLING OF DOCUMENTARY CREDITS.

adopted by The Association of Swedish Banks

on the 18th February 1925.

General Conditions.

1. The Bank accepts orders for the opening of Documentary Credits subject to the conditions mentioned hereafter, which shall apply to all such credit transactions, unless express instructions are given to the contrary. It is understood, however, that, in instances where the Credit is to be established with a foreign banking institution through the intermediary of the Bank of where the beneficiary is resident in a foreign country and, according to the laws and customs of that country, the obligations of the Bank under the Credit opened are interpreted otherwise than in accordance with the specific provisions hereafter set forth, the customer is responsible to the Bank for any liability of the Bank resulting from such laws and customs.

2. A Credit shall be handled only in accordance with the tenor thereof and is independent of the terms of the agreement on the basis of which the Credit has been opened.

3. A Credit is either confirmed (irrevocable) or unconfirmed (revocable).

A. Credit will be confirmed by the Bank only when express instructions are given to that effect by the customer.

If the Credit has been established by the Bank as a confirmed one, it cannot be withdrawn or altered without the consent of the beneficiary.

An unconfirmed Credit can be cancelled or altered at any time prior to the honouring of the document by the Bank of its correspondents.

4. Instructions to open a confirmed Credit will not be accepted unless the date of expiry is fixed.

In the case of unconfirmed credits, and when no date of expiry is stated, the Credit will remain in force until its revocation, but in no case for a longer period than six months from the receipt by the Bank of the order for the opening of the Credit or from the date of its last renewal.

5. The Bank transmits all instructions given to it in the manner prescribed, but cannot be held responsible for any consequences that may arise from such instructions being lost, delayed, or mutilated. Orders are transmitted by cable only when particularly requested by the customer, whether his instructions are conveyed to the Bank by mail or by cable.

6. The Bank is not liable for any consequences that may arise out of any misinterpretation owing to incomplete or indistinct instructions from its customer. The Bank reserves the right to pass on any order in the language in which it has been received.

7. When requested to open a Credit in favour of a party resident in a foreign country or at any place in Sweden where the Bank is not represented by a branch office the Bank is at liberty, in the absence of other specific instructions, either itself to execute the order or to employ another bank. The Bank declines all responsibility for the manner in which its instructions are executed by its correspondents.

8. The Bank will always endeavour, as far as possible, to safeguard the interests of its customer and on all points to follow instructions given, but cannot assume any responsibility for the form, genuineness, completeness, or validity of any documents, nor for the quality, quantity, condition, or description of the merchandise represented thereby, nor for anything else beyond its control.

9. The amount of the Credit may be indicated either by using the terms "until", "up to", in which case the indicated amount is to be considered as a maximum, or the term "about", in which case a variation for a whole cargo, of ten per cent, and otherwise of five per cent, is permitted.

10. Unless the Bank has been expressly instructed to the contrary, or shipment has been stipulated by a designated vessel, the Bank is entitled to effect part-payments when it is obvious from the order that the sum claimed is in due proportion to the total amount and the delivery effected.

Duration of validity.

11. The period for which the Credit is to remain in force may be limited by fixation either of the time in which payment may be effected or of the time in which shipment shall take place. If it is not distinctly stated which is intended, the time mentioned in the order is taken to mean the time when payment is due.

When only the time of shipment is indicated, payment may be effected even after the expiry of the time fixed for shipment, provided that the documents are dated within that time, and payment is effected within a reasonable time.

12. Time definitions.

a. The terms "to", "until" "till" and words of similar import, are understood to exclude the date mentioned. The terms "not later than" "at the latest" mean inclusive of the date indicated. When the last stipulated date for payment falls upon a Sunday or public holiday, the payment may be made on the next succeeding business day.

b. The terms "at once", "prompt" "as soon as possible", "immediately" and words of similar import, are interpreted as meaning thirty days at most.

c. The "beginning" of a month is interpreted to mean any one of the days from the 1st to the 10th of the month, both inclusive.

d. The "middle" of a month is interpreted to mean any one of the days from the 11th to the 20th of the month, both inclusive.

e. The "end" of a month is interpreted to mean any one of the days from the 21st to the last day of the month, both inclusive.

f. The term "about" is interpreted to mean at most five days before or five days after a fixed date.

g. When it is stipulated in the terms of the Credit that shipment or payment shall be effected within a fixed period (4. g. fourteen days, two months), the time begins to run from the date on which the Bank sent a letter to the beneficiary by which the credit was confirmed to him or he was advised thereof.

Transfer

13. A Credit cannot be transferred without the consent of both the customer and the Bank. When the Credit is established "to order", this means that the customer has agreed that the Credit shall be transferable.

Documents.

14. The terms "documents", "shipping documents" will be interpreted as consisting of bill of lading (duplicate of railway-bill), invoice, and, in the case of forwarding by sea, also policy of insurance.

15. The documents taken up will be forwarded at the risk of the customer, and the Bank declines all responsibility for any consequences that may arise from the documents being lost or their arrival delayed.

Invoice.

16. The invoice shall be made out to the buyer or to a person or firm indicated by the customer. When the buyer's name is not indicated and it is not evident from any documents issued in connection with the Credit to whom the invoice is to be made out, the Bank reserves the right to accept the seller's statement on that subject.

17. When no special certificate of quality has been prescribed, the detailed description of the goods in the invoice shall be identical with that given in the order opening the Credit.

Bill of Lading

18. The bill of lading shall be signed by the master of the ship or by some person authorised

to sign on behalf of the master.

"Received for shipment" documents will be accepted by the Bank only on the express instructions of the customer.

19. In the absence of other specific instructions, the bill of lading shall be made out (direct or by endorsement) to the customer, the buyer, or the holder thereof (endorsed in blank, to order).

20. The Bank does not undertake to examine in detail the printed text of the bill of lading. As a rule only a clean bill of lading will be accepted. The Bank, however, reserves the right to accept the bill of lading if it finds that any objection noted thereon is of but slight importance, or when the beneficiary agrees to a reduction of payment in proportion to the objection raised.

21. A full set of the bills of lading will be required, even in cases where it has not been expressly stipulated.

Unless instructed to the contrary, the Bank reserves the right to waive the claim to a full set when it is a question of shipment between Swedish ports, and the bill of lading is made out direct to the customer.

22. In the absence of other specific instructions, the Bank will not accept bills of lading covering deck cargo, unless a policy of insurance including also deck cargo is delivered, or unless the bill of lading covers merchandise that, as far as Bank knows, is usually shipped on deck.

23. When a certificate is required declaring that the freight has been paid, the bill of lading shall bear a note to the effect that the freight has been paid.

24. The date of the bill of lading will be taken to be the date of shipment, whether the vessel left on that day or later.

25. In the absence of other specific instructions, the Bank reserves the right to require shipment from the country in which the beneficiary is resident.

26. When direct shipment is not stipulated, the Bank reserves the right to accept a bill of lading showing transshipment at any intermediate port (Through-bill of lading).

27. When the terms of the Credit do not stipulate whether shipment shall take place by steamer or by sailing-vessel, only documents showing shipment by steamer will be accepted. (Steamer in this connection includes motor-ship, but not motor-sailingvessel). If shipment "by vessel" or "by ship" is stipulated, the Bank will approve of shipment either by steamer or by sailingvessel. A Lighter bill of lading will be accepted only on special instructions.

Duplicate of Railway-Bill.

28. A duplicate of railway-bill shall bear the stamp of receipt of the station of dispatch. When a weight certificate is required, the weighing stamp of the station of dispatch will be accepted as a certificate of the gross weight.

29. When no other instructions are given, the customer, the buyer, or a forwarding agent acting on the buyer's behalf, will be accepted as receiver of the goods.

30. A "C. O. D." railway-bill will be accepted only if deduction may be made of the amount to be collected on delivery. However, a railway-bill stipulating collection on delivery of prepaid carriage is accepted if such costs are not to be borne by the beneficiary.

31. When a certificate is required declaring that the carriage has been paid, the railway-bill shall bear a note to the effect that the carriage has been paid.

32. The stamped date of the railway-bill will be taken to be the date of dispatch, whether the

railway-truck left on that date or later.

Warehouse-Receipt.

33. Swedish law does not contain any regulations dealing with warehouse-receipts, and the Bank cannot therefore accept liability for the legality of the obligations which the warehouse-keeper may have assumed by issuing the warehousereceipt.

34. When the instructions given do not indicate the party by whom the warehouse-receipt shall be issued, the Bank will not accept any warehouse-receipt issued by the beneficiary himself or by a person or firm unknown or not very well known to the Bank.

In any case the Bank declines all responsibility for the solvency of the warehouse-keeper.

35. The Bank only accepts such warehouse-receipt as is issued (direct or by endorsement approved by the warehouse-keeper) to the customer, or the holder thereof, and in which it is stated that the goods are deliverable to the legitimate holder of the warehouse-receipt but only against return of such receipt.

Insurance.

36. The Bank is not responsible for the solvency of the insurance company concerned.

37. The policy of insurance shall be issued (direct or by endorsement) to the customer, or the holder thereof.

38. The receipt for the premium paid will be required, unless it is evident from the text of the policy that the insurance contract is binding even without prepayment of the premium.

39. The policy of insurance shall cover at least the invoice value of the goods and shall cover

the whole way of transportation to destination.

If the customer requires insurance for a higher amount, this shall be expressly stated upon the opening of the Credit.

40. In the absence of other particular instructions, the Bank reserves the right only to accept insurance covered in the same currency as that in which payment under the Credit shall be effected.

41. When a policy of insurance covering war risk is stipulated, a policy covering only part of such risk is not accepted.

42. When no particular instructions are given by the customer with regard to the terms of the policy, or when marine insurance is required only because the sale has been made c. i. f., the following clauses will be accepted:

- a. "Against sea-risks"
- b. "Lloyds conditions all risks"
- c. "Against sea-risks, free from particular average under.....per cent"
- d. "Free from particular average, unless the ship be stranded" and
- e. "Lloyds conditions f. p. a."

When insurance covering full particular average is stipulated, the Bank will accept only the following clauses:

- a. "Against sea-risks" (without any limitation whatsoever) and
- b. "Lloyds conditions all risks."

When insurance against "all risks" is stipulated, the policy shall include a special clause to that effect.

43. A policy of insurance for railway conveyance shall cover usual railway risk, i. c. collision, derailment, fire, explosion, flood, etc., and, in the case of conveyance by ferry-boat, also marine risk, and war risk, if any.

44. Unless particularly requested by the customer, the Bank will not require a policy of insurance in connection with warehouse-receipt.

When a policy of insurance is stipulated in connection with warehouse-receipt, and no particular instructions are given with regard to the risks to be insured against, the Bank will accept a policy covering fire insurance only.

Weight-Certificate.

45. In a case where a weight-certificate is stipulated, and where the instructions do not indicate the party by whom such document is to be issued, the Bank reserves the right to accept a weight-certificate issued by the person or persons who state that they have checked the weight of the goods and who declare themselves ready to confirm this by oath.

An official weight-certificate, which means a weight-certificate issued by an official weigher or any other official authority, will not be required unless particularly stipulated.

RULES FOR C. I. F. CONTRACTS

(WARSAW-OXFORD RULES, 1932)

本規則は國際法協會 (International Law Association) が國際商業會議所の助力により完成したるものにして現在に於ては最も權威あるシ・ア・エフ買賣の國際統一規則と稱すべきものなり。故に本規則の條項は實際上信用狀取引に關涉する場合多きを以て以下其全文を掲ぐる事とせり。

Preamble

These Rules are intended to offer to those interested in the sale and purchase of goods on c. i. f. terms who have at present no standard form of contract or general conditions available a means of voluntarily and readily adopting in their c. i. f. contracts a set of uniform rules.

In the absence of any express adoption of these Rules in the manner hereinafter appearing, they shall in no case be deemed to govern the rights and obligations of the parties to a sale of goods on c. i. f. terms.

RULE 1

Scheme of Rules

These Rules shall be known as the "Warsaw-Oxford Rules" and their adoption as herein provided shall be conclusive evidence that the parties intend their contract to be a c. i. f. contract.

Any of these Rules may be varied, or amended, or other terms inserted in the c. i. f. contract, but such variation, amendment or insertion may only be made by express agreement of the parties to the contract. In the absence of any such express agreement these Rules shall apply without qualification to any sale of goods involving either wholly or in part transit by sea, in connection with which they are expressly adopted by a reference to the term "Warsaw-Oxford Rules," and the rights and obligations of the parties shall be construed in accordance with the provisions of these Rules.

In case of a conflict between the Rules and a contract the latter shall govern. Reference to the Rules shall cover all other provisions on which the contract itself is silent.

The expression "usage of the particular trade" as employed in these Rules means a settled custom so general in the particular trade that the parties to the contract of sale must be held to know of the existence of such a custom and to have contracted with reference thereto.

RULE 2

Duties of the Seller as to Shipment

(I) The seller must provide goods of the contractual description and, subject to the provisions of the next succeeding paragraph and to those of Rules 7 (■) and (■), have them loaded on board the vessel at the port of shipment in the manner customary at the port.

(II) Where the goods contracted to be sold are already afloat, or have already been delivered into the custody of the carrier in the manner provided in Rule 7 (■) and (■), at the time the sale

is made, or where the seller is entitled to purchase goods of the contractual description afloat in order to fulfil his contract, the seller shall have merely to appropriate these goods to the contract of sale. Such appropriation need not take place till the documents are tendered to the buyer and such tender shall imply the appropriation of the goods to the contract of sale.

RULE 3

Time of Shipment and Evidence of Sale

(I) The whole quantity of the goods contracted to be sold must be shipped or delivered into the custody of the carrier, as the case may be, at the time or within the period, if any, specified in the contract of sale or, if no such time or period has been specified in the contract, within a reasonable time.

(II) The date of shipment or of delivery into the custody of the carrier, as the case may be, mentioned in the bill of lading or other document validly tendered as evidencing the contract of carriage, shall be prima facie evidence of the actual shipment or of the actual delivery, as the case may be, on that date without prejudice to the right of the buyer to prove the contrary.

RULE 4

Exceptions

The seller shall not be responsible for delays or failure to ship the goods contracted to be sold

or any part thereof or to deliver such goods or any part thereof into the custody of the carrier, as the case may be, arising from force majeure, or from any extraordinary causes, accidents or hindrances of what kind soever or the consequences thereof which it was impossible in the circumstances for the seller to have foreseen or averted.

In the event of any of the said causes, accidents or hindrances preventing, hindering or impeding the production, the manufacture, the delivery to the seller, or the shipment of the goods contracted to be sold or any part thereof or the chartering of any vessel or part of vessel, notice thereof shall be given to the buyer by the seller, and on such notice being given the time for shipment or delivery into the custody of the carrier, as the case may be, shall be extended until the operation of the cause, accident or hindrance preventing, hindering or impeding the production, the manufacture, the delivery to the seller or the shipment of the said goods or any part thereof or the chartering of any vessel or part of vessel has ceased. But if any of these causes, accidents or hindrances continues for more than fourteen days from the time or from the expiration of the period, if any, specified in the contract of sale for the shipment of the goods or their delivery into the custody of the carrier, as the case may be, or if no such time or period has been specified in the contract then from the expiration of the reasonable time contemplated in Rule 3, the whole contract of sale or such part thereof as shall remain to be fulfilled by the seller may, at the option of either party, be determined; such option shall be exercised and notice to that effect shall be given by either party to the other party at any time during the seven days next succeeding the period of fourteen days hereinbefore mentioned but not thereafter.

And no such notice being given neither party shall have any claim against the other party in respect of such determination.

RULE 5

Risk

The risk shall be transferred to the buyer from the moment the goods are loaded on board the vessel in accordance with the provisions of Rule 2 or, should the seller be entitled in accordance with the provisions of Rule 7 (■) and (■) in lieu of loading the goods on board the vessel to deliver the goods into the custody of the carrier, from the time such delivery has effectively taken place.

RULE 6

Property

Subject to the provisions of Rule 20 (■), the time of the passing of the property in the goods shall be the moment when the seller delivers the documents into the possession of the buyer.

RULE 7

Duties of the Seller as to Bill of Lading

(1) It shall be the duty of the seller to procure, at his own cost, a contract of carriage that is reasonable having regard to the nature of the goods and the terms current on the contemplated

route or in the particular trade. The said contract of carriage must, subject to the usual or customary exceptions therein contained, provide for the delivery of the goods at the contractual destination. Moreover, the said contract of carriage must, except as hereinafter provided, be evidenced by a "shipped" bill of lading, in good merchantable order, issued by the shipowner or his official agent or pursuant to a charter-party, duly dated and bearing the name of the ship.

(II) Where the contract of sale or the usage of the particular trade so allows, the contract of carriage may, subject to the provisions and qualification hereinafter contained, be evidenced by a "received for shipment" bill of lading or similar document, as the case may be, in good merchantable order, issued by the shipowner or his official agent, or pursuant to a charter-party, and in such circumstances such "received for shipment" bill of lading or similar document shall for all purposes be deemed to be a valid bill of lading, and may be tendered by the seller accordingly. Moreover, in all cases where such a document has been duly noted with the name of the ship and the date of shipment, it shall be deemed in all respects equivalent to a "shipped" bill of lading.

(III) When the seller is entitled to tender a "received for shipment" bill of lading, he must subject to the provisions of Rule 2 (I), provide and have goods of the contractual description effectively delivered into the custody of the carrier at the port of shipment for transportation to the buyer with all reasonable dispatch.

(IV) When the seller is entitled by the terms of the contract of sale or by the usage of the particular trade to tender a "through" bill of lading, and such document involves part land and part

sea transit, and should the carrier who issues the "through" bill of lading be a land carrier, the seller must, subject to the provisions of Rule 2 (I), provide and have goods of the contractual description effectively delivered into the custody of the said carrier for transportation to the buyer with all reasonable dispatch.

Goods shall not be transmitted by inland waterways unless the seller is entitled by the terms of the contract of sale or by the usage of the particular trade to employ that means of transportation.

The seller shall not be entitled to tender a "through" bill of lading providing for part land and part sea transit where the contract of sale calls for sea transit only.

(V) When the goods are carried under a "through" bill of lading this document must provide for the full and continuous protection of the buyer from the moment the risk is transferred to the buyer in accordance with the provisions of Rule 5 throughout the whole of the transit, in respect of any legal remedy to which the buyer may be entitled against each and any of the carriers who shall have participated in the carriage of the goods to the point of destination.

(VI) If a particular route is stipulated by the contract of sale, the bill of lading or other document validly tendered as evidencing the contract of carriage must provide for the carriage of the goods by that route or if no route has been stipulated in the contract of sale, then by a route followed by the usage of the particular trade.

(VII) The bill of lading or other document validly tendered as evidencing the contract of carriage shall deal, and deal only, with the goods contracted to be sold.

(VII) The seller shall not be entitled to tender a delivery order or a ship's release in lieu of a bill of lading unless the contract of sale so provides.

RULE 8

Specific Vessel-Kind of Vessel

(I) Should the contract of sale call for shipment by a specific vessel, or generally where the seller shall have chartered a vessel or part of vessel, and undertaken to ship the goods accordingly, the seller shall not be at liberty to provide a substitute unless and until the buyer shall have given his consent thereto. Such consent shall not be unreasonably withheld.

(II) Where the contract of sale calls for shipment by steamer (unnamed) the seller may transmit the goods to the buyer either by steamer or by motor vessel, all other conditions being equal.

(III) If there is no provision made in the contract of sale as to the kind of vessel to be employed, or if a neutral term such as "vessel" is used therein, the seller shall be entitled, subject to any usage of the particular trade, to ship the goods on the kind of vessel by which similar goods are in practice shipped on the contemplated route.

RULE 9

Freight Payable at Destination

On arrival of the goods at the point where they are finally discharged for delivery to the buyer,

the buyer is bound to pay any unpaid freight which may be due to the carrier. The buyer shall be entitled to deduct the amount of any such payment which he may be called upon to make from the amount he has contracted to pay for the goods, unless the seller shall already have made proper allowance in respect of such unpaid freight in the invoice tendered to the buyer.

If the seller should have to pay any unpaid freight which may be due to the carrier, because tender of the documents is unavoidably made after the arrival of the goods, he may recover the amount thereof from the buyer.

Subject to the provisions of Rule 10, the buyer shall in no case be called upon to pay a larger sum in respect of unpaid freight than will make up the amount which he has contracted to pay for the goods.

RULE 10

Import Duties, Etc

The payment of custom duties and charges payable for the goods or of expenses incurred in respect of such goods during the course of transit to or after their arrival at the port of destination forms no part of the obligations of the seller, unless such expenses shall be included in the freight. If the seller should have to pay such duties and charges and/or any expenses not included in the freight, because tender of the documents is unavoidably made after arrival of the goods, he may recover the amount thereof from the buyer.

RULE 11

Duties of the seller as to Condition of Goods

(I) The goods contracted to be sold must be shipped or delivered into the custody of the carrier, as the case may be, in such a condition as, subject to risk of deterioration, leakage or wastage in bulk or weight inherent in the goods (and not consequent upon the goods having been defective at the time of shipment or of delivery into the custody of the carrier, as the case may be, or incident to loading or transit) would enable them to arrive at their contractual destination on a normal conditions in merchantable condition. In allowing for ordinary deterioration, leakage, or inherent wastage in bulk or weight, due regard shall be had to any usage of the particular trade.

(II) Where the goods contracted to be sold are already afloat or have been delivered into the custody of the carrier, as the case may be, at the time the sale is made, or where the seller in the exercise of any right to which he may be entitled to that effect purchases goods of the contractual description afloat in order to fulfil his contract, it is an implied condition in the contract of sale that the goods have been shipped or delivered into the custody of the carrier, as the case may be, in accordance with the provisions of the preceding paragraph.

(III) Should any dispute arise as to the condition of the goods at the time of shipment or delivery into the custody of the carrier, as the case may be, and in the absence of any certificate issued in accordance with the terms of the contract of sale, with the usage of the particular trade, or

with the provisions of Rule 15, the quality, the description and state, and/or the weight or quantity of the goods shall be determined according to their condition at the time they were loaded on board the vessel, or, should the seller be entitled in accordance with the provisions of Rule 7 (III) and (IV) in lieu of shipment to deliver the goods into the custody of the carrier, at the time such delivery has effectively taken place.

RULE 12

Duties of the Seller as to Insurance

(I) It shall be the duty of the seller to procure at his own cost from an underwriter or insurance company of good repute a policy of marine insurance, evidencing a valid and subsisting contract, which shall be available for the benefit of the buyer, covering the goods during the whole of the course of transit contemplated in the contract of sale, including customary transhipment, if any. Subject to the next succeeding paragraph and to any special provision in the contract of sale, the policy must afford the holder thereof complete and continuous contractual protection against all those risks that are by the usage of the particular trade or on the contemplated route insured against at the time of the shipment of the goods or their delivery into the custody of the carrier, as the case may be.

The seller shall not be bound to procure a policy covering war risks unless (a) special provision to this effect shall have been made in the contract of sale, or (b) the seller shall have received

prior to the shipment of the goods or their delivery into the custody of the carrier, as the case may be, notice from the buyer to procure a policy covering such risks. Unless such special provision shall have been made in the contract of sale, any additional cost of procuring a policy covering war risks shall be borne by the buyer.

(I) Should the policy not be available when the documents are tendered a Certificate of insurance issued by an underwriter or insurance company of good repute in relation to a policy of insurance as above defined, which reproduces the essential terms and conditions of the policy in so far as they concern the goods mentioned in the bill(s) of lading and invoice(s) and conveys to the holder thereof all the rights under the policy, shall be accepted by the buyer in lieu thereof, and shall be deemed to be proof of marine insurance and to represent a policy of insurance within the meaning of these Rules. In such event the seller shall be deemed to guarantee that he will on the demand of the buyer, and with all due dispatch, produce or procure the production of the policy referred to in the Certificate.

(II) Unless it is the usage of the particular trade for the seller to tender to the buyer an Insurance Broker's Cover Note in lieu of a policy of insurance, such a Cover Note shall not be deemed to represent a policy of insurance within the meaning of these Rules.

(III) The value of the goods for insurance purposes shall be fixed in accordance with the usage of the particular trade, but in the absence of any such usage it shall be the invoice c. i. f. value of the goods to the buyer, less freight payable, if any, on arrival, and plus a marginal profit of 10

per cent. of the said invoice c. i. f. value, after deduction of the amount of freight, if any, payable on arrival.

RULE 13

Notice of Shipment

In order to give the buyer an opportunity of taking out at his own cost additional insurance either to cover risks not covered by "all those risks" contemplated in the first paragraph in Rule 12 (I), or to cover increased value, the seller shall give notice to the buyer that the goods have been shipped, or delivered into the custody of the carrier, as the case may be, stating the name of the vessel, if possible, the marks and full particulars. The cost of giving such notice shall be borne by the buyer.

The non-receipt of such notice by, or the accidental omission to give any such notice to, the buyer shall not entitle the buyer to reject the documents tendered by the seller.

RULE 14

Import and Export Licences, Certificates of Origin, Etc

(I) Should an export licence be required in order to ship goods of the contractual description, it shall be the duty of the seller at his own expense to apply for the licence and to use due diligence to obtain the grant of such licence.

(II) Nothing contained in these Rules shall entitle the buyer to demand the tender by the seller of certificate of origin or consular invoice in respect of the goods contracted to be sold unless (a) it is the usage of the particular trade for either or both of these documents to be obtained, or (b) the seller shall have been expressly instructed by the buyer, prior to the shipment of the goods or their delivery into the custody of the carrier, as the case may be, to obtain such certificates and/or such invoices. The cost of procuring these documents shall be borne by the buyer.

Should an import licence be required by the country of destination for goods of the contractual description, it shall be the duty of the buyer to procure the same at his own expense and to notify the seller that such licence has been obtained prior to the time for shipment of the goods.

RULE 15

Certificate of Quality, Etc

Where the contract of sale provides that a certificate of quality and/or weight or quantity shall be furnished by the seller, without specifying the person or body by whom this certificate is to be issued, or where the usage of the particular trade so allows, the seller shall furnish certificates issued by the appropriate public authority (if any) or a duly qualified independent inspector setting out the quality, description and state, and/or the weight or quantity of the goods at the time and place of shipment, or of delivery into the custody of the carrier, as the case may be. The cost (including legalisation charges if such a formality be necessary) of obtaining such certificates shall be borne

according to the usage of the particular trade or, if none, equally in all cases by the seller and the buyer.

In the circumstances contemplated in the preceding paragraph of this Rule, such certificates shall be prima facie evidence as between buyer and seller of the quality, description and state, and/or of the weight or quantity of the goods at the time the certificate was issued, and as delivered under the contract of sale.

RULE 16

Tender of Documents

(I) The seller must exercise all due diligence to send forward the documents, and it shall be his duty to tender them, or cause them to be tendered, with all due dispatch to the buyer. The documents shall not be forwarded by air route unless the contract of sale so provides.

By the term "documents" is meant the bill of lading, invoice, and policy of insurance, or other documents validly tendered in lieu thereof in accordance with the provisions of these Rules, together with such other documents, if any, as the seller may by the terms of the contract of sale be obliged to procure and tender to the buyer. In the case of instalment deliveries, the invoice may be a pro forma invoice in respect of each instalment except the final instalment.

(II) The documents tendered to the buyer must be complete, valid and effective at the time of the tender, and drawn in accordance with the provisions of these Rules. Where the bill of lading

or other document validly tendered in lieu thereof is drawn in a set and is made out in favour of the buyer, his agent or representative as consignee, the seller shall not be obliged to tender more than one of the set. In all other circumstances, the full set of bills or other documents validly tendered in lieu thereof must be tendered unless the seller shall provide, to the reasonable satisfaction of the buyer, an indemnity issued by a bank of good repute of the bills or other documents as aforesaid which are not presented.

(II) Should any of the documents which the seller has to procure and tender to the buyer be at variance upon some material point with the conditions stipulated by the contract of sale, the buyer shall be entitled to reject the tender of the documents.

RULE 17

Loss or Damage after Shipment

If goods of the contractual description have been shipped or have been delivered into the custody of the carrier, as the case may be, and proper documents have been obtained, the seller may validly tender such documents, even though at the time of such tender the goods may have been lost or damaged, unless the seller knew of such loss or damage at the time of entering into the contract of sale.

RULE 18

Duties of the Buyer as to Payment of Price

(I) When the proper documents are tendered it shall be the duty of the buyer to accept such documents and to pay the price in accordance with the terms of the contract of sale. The buyer shall be entitled to a reasonable opportunity of examining the documents and to a reasonable time in which to make such examination.

(II) The buyer, however, shall not be entitled when the proper documents are tendered to refuse to accept such documents or to refuse to pay the price in accordance with the terms of the contract of sale, on the plea only that he has had no opportunity of inspecting the goods.

RULE 19

Rights of Buyer as to Inspection of Goods

Subject to the provisions of Rules 15 and 18, and to any usage of the particular trade, the buyer shall not be deemed to have accepted the goods unless and until he shall have been given a reasonable opportunity of inspecting them, either on arrival at the point of destination contemplated in the contract of sale or prior to shipment, as the buyer may in his sole discretion decide, and a reasonable time in which to make such inspection. The buyer shall, within three days from the completion of such inspection, even though this has been a joint inspection, give notice to the seller of any matter or thing by reason whereof he may allege that the goods are not in accordance with the contract of sale. If the buyer shall fail to give such notice, he may no longer exercise his right of rejection of the goods. Nothing in this Rule shall affect any remedy to which the buyer may be entitled for any

loss or damage arising from latent defect, or inherent quality or vice of the goods.

RULE 20

Rights and Remedies under Contract of Sale

(I) Subject to any variation or amendment or insertion of other terms in the contract of sale, made in accordance with the provisions of Rule 1, the liabilities of the parties under these Rules shall be at an end when they shall have discharged their obligations as enunciated in these Rules.

(II) Nothing contained in these Rules shall affect any right of lien or retention or stoppage in transit to which the seller may be entitled in respect of the goods contracted to be sold.

(III) In the case of a breach of contract, notwithstanding any other remedy to which the parties may be entitled, either party shall have the right to sell or buy against the other party and to charge him with the loss sustained thereby.

(IV) Nothing contained in these Rules shall affect any remedies whatsoever to which the buyer or the seller may be entitled for breach of contract and/or other claim arising out of the contract of sale.

Nevertheless, the seller and the buyer shall be respectively discharged from all liabilities in respect of any breach of contract and/or other claim arising out of the contract of sale unless formal application that the dispute shall be referred to arbitration is made or suit is brought within twelve

calendar months after arrival of the goods at the point of destination contemplated by the contract of sale or, where the goods do not arrive, within twelve months of the date when the goods would in the ordinary course have arrived at the said destination.

RULE 21

Notices

Any notice required or authorised to be given by either party under these Rules to the other party shall be served either in a prepaid telegram, radiogram or cablegram sent to the last known place of business of the other party, or through the post in a prepaid registered letter sent as aforesaid if such letter would in the ordinary course of events be delivered to the addressee within twenty-four hours from the time of the handing of such letter into the custody of the postal authorities.

(Note. The International Law Association has pleasure in recalling the attention of all concerned to the fact that all disputes arising in connection with a contract for the sale of goods of c. i. f. terms may be settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.)

THE AMERICAN FOREIGN TRADE DEFINITIONS. National Foreign Trade Council.

(DECEMBER 16th, 1919)

全米貿易會議 (National Foreign Trade Council) ノ採用シタル貿易用語ノ標準解釋ハ一九二〇年
The New-York Bankers Commercial Credit Conference ガ信用狀ノ場合ニモ採用スベク其 Regulation
ニ掲ゲタル程ニシテ全米ノ標準解釋ト認メ得ベシ。

As the most certain means of insuring unmistakable clarity in terms and conditions of sale, the Conference voted to recommend to manufacturers and exporters that all use of abbreviated forms of export price quotations be abandoned, and that such terms be written out in full.

The Conference recognized, however, that this recommendation is not likely to be accepted generally at once: and therefore in the hope of effecting a simplification and standardization of American practice, it adopted the following statement of definitions of the abbreviated forms in more common and general use in the export trade. The Conference strongly recommends to manufacturers and exporters that wherever abbreviated forms of export quotations are employed, the forms herein defined be used, as far as possible, to the exclusion of other forms.

Definitions of Export Quotations

These are, in their order, the normal situations on which an export manufacturer or shipper may desire to quote prices. It is understood that unless a particular railroad is specified, the property will be delivered to the carrier most conveniently located to the shipper. If the buyer, for the purpose of

delivery, or obtain lower transportation charges, desires that the goods be delivered to a carrier further removed from the shipper and entailing a greater cost than delivery to the carrier most favorably situated, the carrier to which the buyer desires delivery of the goods should be named in the quotation. The term "cars or lighters" as used herein, is intended to include river, lake or coastwise ships, canal boats, barges or other means of transportation, when so specified in the quotation.

1. When the price quoted applies only at inland shipping point and the seller merely undertakes to load the goods on or in cars or lighters furnished by the railroad company serving the industry, or most conveniently located to the industry, without other designation as to routing, the proper term is: "F. O. B. (named point)"

Under this quotation:

A. Seller must

- (1) place goods on or in cars or lighters;
- (2) secure railroad bill of lading;
- (3) be responsible for loss and/or damage until goods have been placed in or on cars or lighters at forwarding point, and clean bill of lading has been furnished by the railroad company.

B. Buyer must

- (1) be responsible for loss and/or damage incurred thereafter;
 - (2) pay all transportation charges including taxes, if any;
 - (3) handle all subsequent movement of the goods.
2. When the seller quotes a price including transportation charges to the port of exportation

without assuming responsibility for the goods after obtaining a clean bill of lading at point of origin, the proper term is:

“F. O. B. (named point) Freight Prepaid to (named point on the seaboard)”

A. Seller must

- (1) place goods on or in cars or lighters;
- (2) ~~secure a clean bill of lading;~~
- (3) pay freight to named port;
- (4) be responsible for loss and/or damage until goods have been placed in or on cars or lighters at forwarding point, and clean bill of lading has been furnished by the railroad company.

B. Buyer must

- (1) be responsible for loss and/or damage incurred thereafter;
- (2) handle all subsequent movement of the goods;
- (3) unload goods from cars;
- (4) transport goods to vessels;
- (5) pay all demurrage and/or storage charges;
- (6) arrange for storage in warehouse or on wharf where necessary.

3. Where the seller wishes to quote a price, from which the buyer may deduct the cost of transportation to a given point on the seaboard, without the seller assuming responsibility for the goods after obtaining a clean bill of lading at point of origin, the proper term is:

“F. O. B. (named point) Freight Allowed to (named point on the seaboard)”

Under this quotation:

A. Seller must

- (1) place goods on or in cars or lighters;
- (2) secure railroad bill of lading;
- (3) be responsible for loss and/or damage until goods have been placed in or on cars or lighters at forwarding point, and clean bill of lading has been furnished by the railroad company.

B. Buyer must

- (1) be responsible for loss and/or damage incurred thereafter;
 - (2) pay all transportation charges (buyer is then entitled to deduct from the amount of the invoice the freight paid from primary point to named port);
 - (3) handle all subsequent movement of the goods;
 - (4) unload goods from cars;
 - (5) transport goods to vessel;
 - (6) pay all demurrage and/or storage charges;
 - 7. ~~arrange for storage in warehouse or on wharf where necessary.~~
4. The seller may desire to quote a price covering the transportation of the goods to seaboard, assuming responsibility for loss and/or damage up to that point. In this case the proper term is: “F. O. B. Cars (named point on the seaboard)”

Under this quotation:

A. Seller must

- (1) place goods on or in cars;
- (2) secure railroad bill of lading;
- (3) pay all freight charges from forwarding point of port on seaboard;
- (4) be responsible for loss and/or damage until goods have arrived in or on cars at the named port.

B. Buyer must

- (1) be responsible for loss and/or damage incurred thereafter;
- (2) unload goods from cars;
- (3) handle all subsequent movement of the goods;
- (4) transport goods to vessel;
- (5) pay all demurrage and/or storage charges;
- (6) arrange for storage in warehouse or on wharf where necessary.

5. It may be that the goods, on which a price is quoted covering the transportation of the goods to the seaboard, constitute less than a carload lot. In this case, the proper term is:

"F. O. B. Cars (named port) L. C. L."

Under this quotation:

A. Seller must

- (1) deliver goods to the initial carrier;
- (2) secure railroad bill of lading;
- (3) pay all freight charges from forwarding point to port on seaboard;
- (4) be responsible for loss and/or damage until goods have arrived on cars at the named

port.

B. Buyer must

- (1) be responsible for loss and/or damage incurred thereafter;
- (2) handle all subsequent movement of the goods;
- (3) accept goods from the carrier;
- (4) transport goods to vessel;
- (5) pay all storage charges;
- (6) arrange for storage in warehouse or on wharf where necessary.

6. Seller may quote a price which will include the expense of transportation of the goods by rail to the seaboard, including lighterage. In this case the proper term is:

"F. O. B. Cars (named port) Lighterage Free"

Under this quotation:

A. Seller must

- (1) place goods on or in cars;
- (2) secure railroad bill of lading;
- (3) pay all transportation charges to, including lighterage at, the port named;
- (4) be responsible for loss and/or damage until goods have arrived on cars at the named port.

B. Buyer must

- (1) be responsible for loss and/or damage incurred thereafter;
- (2) handle all subsequent movement of the goods;

- (3) take out the insurance necessary to the safety of the goods after arrival on the cars;
- (4) pay the cost of hoisting goods into vessel where weight of goods is too great for ship's tackle;
- (5) pay all demurrage and other charges, except lightering charges.

7. The seller may desire to quote a price covering delivery of the goods alongside overseas vessel and within reach of its loading tackle. In this case, the proper term is:

"F. A. S. vessel (named port)"

Under this quotation:

A. Seller must

- (1) transport goods to seaboard;
- (2) store goods in warehouse or on wharf if necessary, unless buyer's obligation includes provision of shipping facilities;
- (3) place goods alongside vessel either in a lighter or on the wharf;
- (4) provide the usual dock or ship's receipt;
- (5) be responsible for loss and/or damage until goods have been delivered alongside the ship or on wharf.

B. Buyer must

- (1) be responsible for loss and/or damage thereafter, and for insurance;
- (2) handle all subsequent movement of the goods;
- (3) pay cost of hoisting goods into vessel where weight of goods is too great for ship's tackle.

8. The seller may desire to quote a price covering all expenses up to and including delivery of the goods upon the overseas vessel at a named port. In this case, the proper term is:

"F. O. B. vessel [named port]"

Under this quotation:

A. Seller must

- (1) meet all charges incurred in placing goods actually on board the vessel;
- (2) provide the usual dock or ship's receipt;
- (3) be responsible for all loss and/or damage until goods have been placed on board the vessel.

B. Buyer must

- (1) be responsible for loss and/or damage thereafter;
- (2) handle all subsequent movement of the goods.

9. The seller may be ready to go farther than the delivery of his goods upon the overseas vessel and be willing to pay transportation to a foreign point of delivery. In this case, the proper term is:

"C. & F. (named foreign port)"

Under this quotation:

A. Seller must

- (1) make freight contract and pay transportation charges sufficient to carry goods to agreed destination;
- (2) deliver to buyer or his agent clean bills of lading to the agreed destination;

(3) be responsible for loss and/or damage until goods have been delivered alongside the ship and clean ocean bill of lading obtained (seller is not responsible for delivery of goods at destination).

B. Buyer must

- (1) be responsible for loss and/or damage thereafter and must take out all necessary insurance;
- (2) handle all subsequent movement of the goods;
- (3) take delivery and pay costs of discharge, lighterage, and landing at foreign port of destination in accordance with bill of lading clauses;
- (4) pay foreign customs duties and wharfage charges, if any.

10. The seller may desire to quote a price covering the cost of the goods, the marine insurance on the goods, and all transportation charges to the foreign point of delivery. In this case, the proper term is;

“C. I. F. (named foreign port)”

Under this quotation

A. Seller must

- (1) make freight contract and pay freight charges sufficient to carry goods to agreed destination;
- (2) take out and pay for necessary marine insurance;
- (3) deliver to buyer or his agent clean bills of lading to the agreed destination, and insurance policy and/or negotiable insurance certificate;

(4) be responsible for loss and/or damage until goods have been delivered alongside the ship, and a clean ocean bill of lading and insurance policy and/or negotiable insurance certificate have been delivered to the buyer, or his agent. (Seller is not responsible for the delivery of goods at destination, nor for payment by the underwriters of insurance claims);

(5) provide war risk insurance, where necessary, for buyer's account.
B. Buyer must

- (1) be responsible for loss and/or damage thereafter, and must make all claims to which he may be entitled under the insurance directly on the underwriters;
- (2) take delivery and pay costs of discharge, lighterage and landing at foreign port of destination in accordance with bill of lading clauses;
- (3) pay foreign customs duties and wharfage, if any.

EXPLANATION OF ABBREVIATIONS

- F. O. B.Free on board
- F. A. S.Free alongside
- C. & F.Cost and freight
- C. I. F.Cost, insurance and freight
- L. C. L.Less than carload lot

General Recommendations

In reaching the conclusions set forth in this statement the Conference considered the fact that

there are, in more or less common use by manufacturers in different parts of the United States, numerous variations of these abbreviations, practically all of which are employed to convey meanings substantially synonymous with those here defined. For instance, there are manufacturers who quote "F. O. B. Cars," "F. O. B. Works," "F. O. B. Mill" or "F. O. B. Factory" meaning that the seller and buyer have the same responsibilities as those set forth in section 1. The Conference considered all those variations and determined to recommend the use of "F. O. B. (named point)" as "F. O. B. Detroit," "F. O. B. Pittsburgh," etc. Of the considerable number of these abbreviations which are used in the United States, the Conference felt that the form "F. O. B. (named point)" is most widely used and understood, and therefore should be adopted as the standard of practice.

The quotation "F. O. B. (named port)" as "F. O. B. New York," "F. O. B. New Orleans," "F. O. B. San Francisco," is often used by inland producers and distributors to mean merely delivery of the goods at railway terminal at the port named. This abbreviation originated as an export quotation and had no application to inland shipments. It was used only to mean delivery of the goods upon an overseas vessel at the port named. That, in fact, is the meaning universally given to the phrase among foreigners, and is the meaning which the best practice among exporters requires it invariably to have. But because of the confusion which has arisen through the use of that form with a different meaning by inland producers and distributors, and in the interest of unmistakable clarity, the Conference most strongly urges the invariable use by American manufacturers and exporters of the form "F. O.

B. Vessel (named port)."

The Conference calls attention to the fact that in selling "F. A. S. Vessel" manufacturers and exporters should be careful to have their agreements with buyers cover explicitly the question of responsibility for loss after goods have been delivered on the wharf or alongside the vessel and before they are actually loaded on the ship. There is no generally established practice on this point.

The recommendation of the Conference in the definitions of responsibility under section 7, sets up a rule which it is hoped will lead to the establishment of a standard practice.

It is understood that the provision of lighthouse covered in several of these recommendations is only within the usual free lighthouse limits of the port, and that where lighthouse outside such limits is required, it is for buyer's account.

In order to avoid confusion in another particular, attention is called to the care which must be exercised in all cases in making weight quotations. The net ton, the gross ton and the metric ton, all differ in weight. Similarly there is a variation in the use of the term "hundred weight" to mean either 100 pounds or 112 pounds. It is, therefore, not sufficient to quote a price per "ton" or per "hundred weight." Instead the Conference recommends the use of the terms "ton of 2,000 lbs.," "ton of 2,240 lbs.," or "ton 2,204 lbs.," and so forth, whichever is intended.

It is also important to note that a carload lot in the United States means the quantity of the particular commodity in question necessary to obtain the carload freight rate for transportation on

American railways. This quantity varies according to the commodity and also varies in different parts of the country. Certain commodities being more bulky than others, the minimum carload for them is less than for heavier products occupying less space. The load required may range anywhere from 12,000 to 90,000 pounds. Consequently, it is important, when quoting prices applicable to carload lots, to so state and to specify the minimum weight necessary to make a carload lot of the particular commodity for the particular shipment in question.

The Conference points out that in quoting "C. & F." or "C. I. F." manufacturers and exporters moving large quantities of material by one vessel should be careful to ascertain in advance the buyer's capacity to take delivery. This is because, under these terms and as a condition of making the freight rate, transportation companies may require a certain rate of discharge per day, and that rate of discharge might be in excess of the buyer's capacity to take delivery. In such event an adjustment with the transportation company would be necessary, which might affect the freight rate and consequently the price to be quoted.

The Conference also strongly urges shippers clearly to understand the provisions of their insurance protection on all foreign sales, irrespective of the general terms used thereon. In almost all cases it should be possible, when making shipments by steamer, to obtain insurance cover giving full protection from primary shipping point to designated sea port delivery, and/or foreign port delivery. As ordinary marine insurance under F. P. A. conditions, i. e. free of particular average, gives no protection against deterioration and/or damage to the merchandise itself while in transit, when caused

by the recognized hazards attending such risks, shippers should endeavor in all cases to obtain insurance under W. P. A. (S. P. A.) conditions, i. e. with particular average (subject to particular average), when in excess of the customary franchise of 3% to 5%. Under such form of insurance, underwriters will be called upon to pay claims for damages when these exceed the stipulated franchise.

The Conference points out that inasmuch as fees for consular invoices and similar items are arbitrary charges fixed by foreign governments, they are not included in the terms of C. & F. or C. I. F. quotations, and it is part of the duty of the buyer to meet them.

Finally, the Conference strongly recommends, as most effective measure of simplification, the general practice of quoting for export, as far as possible, either "F. A. S. Vessel," "F. O. B. Vessel" or "C. I. F." Concentration on this small list, all of which terms are readily understood abroad and are difficult of misinterpretation, will, it is felt, be markedly influential in avoiding confusion and controversy.

The conclusions and definitions set forth above are the recommendations of a Conference which was composed of representatives of nine of the great commercial organizations of the United States interested in foreign trade. Not all have as yet the force of law or long established practice; but it is the hope and expectation of the Conference that these recommendations will receive such adherence on the part of American producers and distributors, as to make them in fact the standard American practice. And it is therefore expected that in due time they will receive the sanction of legal

authority.

National Foreign Trade Council
 Chamber of Commerce of U. S. A.
 National Association of Manufacturers
 American Manufacturers Export Association
 Philadelphia Commercial Museum
 American Exporters and Importers Association
 Chamber of Commerce of the State of New York
 New York Produce Exchange
 New York Merchants Association

昭和十四年一月十日 印刷
 昭和十四年一月十五日 發行

定價金三圓八拾錢



著者 稻坂 皓
 發行者 伊藤 由三郎
大阪市北區曾根崎上一丁目六十番地
 發行人 清原 良雄
大阪市東區南生野町三丁目四十五番地
 印刷所 弘濟會印刷部

發行所

大阪市北區曾根崎
 上一丁目六十番地

銀行問題研究会

總發大阪四〇一六番
 電話九三三〇五番

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