Chapter 3 Bill of Exchange
第三章 汇　　票

云南某进出口公司向美国ABC贸易公司出口一批货物，金额为23 485美元。假定云南某进出口公司于2011年12月5日签发以其指定人为收款人、见票后60天付款的远期汇票，你能代替云南某进出口公司完成下列行为吗？① 出具该远期汇票；② 指定付款人于2011年12月12日承兑该汇票，试完成普通承兑行为；③ 计算汇票的付款到期日。

学完本章后，你就会有一个明确的答案了。

Learning targets:

- 1. What is a bill of exchange?
- 2. What are parties of a bill of exchange?
- 3. What are essential items required in a bill of exchange?
- 4. How to classify the bill of exchange?
- 5. What are the acts relating to bill of exchange?

3.1 Introduction of Bill of Exchange
汇票的基本知识

3.1.1 Definitions of bill of exchange

As defined in the Bills of Exchange Act 1882 of the United Kingdom, a bill of exchange is an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person on whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money to or to the order of a specified person, or to bearer.

According to the Negotiable Instruments Law of the People's Republic of China, a bill of exchange is a negotiable instrument, signed and issued by the drawer, who authorizes the drawee to pay unconditionally a sum certain in money to the payee or the holder at sight or on a specified date.

《英国票据法》关于汇票的定义是："汇票是一人向另一人签发的，要求其在见票时或在将来的固定时间或可以确定的时间向特定的人或其指定的人或持票人支付一定金额的无条件的书面支付命令。"

《中华人民共和国票据法》（简称《票据法》）关于汇票的定义是："汇票是出票人签发的，委托付款人在见票时或者在指定日期无条件支付确定的金额给收款人或持票人的票据。"

Exchange for US$35 000.00	**No. SNO2768**
At 60 days sight, pay to the order of the Bank of China	**Shanghai, April 2, 2011**
The sum of US Dollars Thirty-five Thousand only.	
To: The Citibank	
New York, U.S.A.	**For: China National Chemicals**
	Import & Export Corporation, S.B.
	Signature

Figure 3-1 Sample of a Bill of Exchange

In the sample bill shown as figure 3-1, we can see that the bill is drawn by China National Chemicals Import & Export Corporation, payable to the order of the Bank of

China. In other words, China National Chemicals Import & Export Corporation is the drawer who draws the bill. The Citibank is the drawee to whom the instruction to pay the money is addressed and on whom the bill is drawn. The Bank of China is the payee to whom the money is to be paid. The bill is payable 60 days after the drawee's sight of it and the amount payable is US $ 35 000.00.

从图3-1的汇票样例中可以看到：汇票是由中国化工进出口公司出票的，中国银行是收款人。换句话说，中国化工进出口公司是出票人，由它开出汇票。花旗银行是受票人也即付款人，按照支付命令支付给指定的人确定的金额。中国银行是收款人。汇票在付款人见票60天后由持票人向付款人提示承兑付款，支付的金额是35 000美元。

3.1.2 Parties of bills of exchange

1. Basic parties

Basic parties of a draft are the parties before the draft enters circulation.

（1）The drawer. The drawer is the person who draws the draft. He is the first party of the bill. It is the drawer who orders the drawee to pay the sum of money specified. The drawer has to sign the bill and by doing so, he becomes liable immediately upon it. He undertakes that the bill will be paid. If it is not paid, he undertakes that he will compensate the holder or endorser who has to pay it. In collection, the drawer is normally the supplier or the seller.

（2）The drawee. The drawee is the person to whom the draft is drawn. The drawee is the party who will effect payments to the payee. In this sense, he can also be called the payer and he is another debtor to the bill. Usually, the drawee is the buyer in a transaction, but in the case of a financial transaction, the drawee is the lender.

（3）The payee. The payee is the person receiving the payment. He is the first creditor to the bill and the first legal owner of the instrument. He can either claim payment against the bill or transfer (negotiate) the draft to another party. If the bill is transferred, he is called the original holder/transferor because the bill is taken away from him while the transferee, the person who takes the bill, becomes the new holder. Normally, the payee is the drawer. In a bill, you will find "pay me" or "pay us".

The payee and the drawer are generally but not necessarily the same person, as the drawer can instruct the drawee either to pay "to the order of ourselves" or "to the order of someone else", for instance, the bank.

基本当事人是指汇票在进入流通领域之前的当事人。

（1）出票人。出票人是开立汇票、签发和交付汇票的人。他是汇票的第一个当事人，命令付款人支付确定的金额。他以签发汇票的形式创设了一种债权并将其赋予收款人。根据票据法的一般规则，在汇票上签字的人是汇票的债务人，承担付款或担保的责任。出票人在承兑前是主债务人，承兑后是从债务人，他对汇票付款承担的责任是保证汇票凭正式提示，到期按汇票文义被承兑和付款，并保证如果汇票遭到退票，他将偿付票款给持票人和被迫付款的任何当事人。在托收中，出票人通常是供应商或出口方。

（2）付款人。付款人是受出票人委托支付票据金额的人。相对于出票人而言，也称受票人，是汇票的另一个债务人。他对汇票承兑后，就成为汇票的第一债务人，到期必须无条件付款。通常，付款人是一项实物交易中的买方，但在金融交易中是贷款人。

（3）收款人。收款人是收取票款的人，是第一持票人。他是第一个持有汇票从而产生对于汇票的权利的人，故收款人是主债权人。他所持有的汇票是一项债权凭证，他可凭票取款，也可背书转让他人。通常收款人是出票人。在汇票中，你会看到"支付我"或"支付我们"的字句。

收款人和出票人通常是但不一定必须是同一个人，出票人可以指示付款人支付给"自己"或"其他人"，如银行。

2. Other parties

Other parties of a draft are the parties after the draft enters circulation.

（1）The acceptor. The acceptor is a special drawee. If the drawee accepts the bill by writing his name or the word "Accepted" together with his name and the date on the bill, he now becomes the acceptor. His acceptance makes the acceptor assume primary liability to the bill. As a result, the drawee holds secondary liability to the bill as mentioned above.

（2）The endorser. The endorser is the party who signs his name on the back of a bill for the purpose of negotiation. Being the first holder, the payee will be the first endorser. When the payee becomes the endorser, he transforms himself from a creditor to a debtor because he obligates himself that he will be liable to the endorsee and his subsequent parties. If the bill is dishonored, he must compensate the holder of the bill or any subsequent endorser who is obliged to pay it.

（3）The endorsee. The endorsee is just the party to whom a bill is endorsed by the endorser. He becomes the new holder to the bill and is the creditor to the bill. An endorser occurs in a“special endorsement”, where the bill is endorsed to named payee. An endorsee can also become an endorser if he wishes to transfer the bill to another party by signing his name on its back. And by doing this, he transforms himself into a debtor.

（4）The holder. The holder is a party who is in possession of the bill. A holder can be the payee or the endorsee. The payee will always be the original holder and a holder is a creditor to the bill. A person holding a forged bill or one who has got a bill payable to the order of another in an illegal way is not a holder, but a wrongful possessor. Only the legal possessor can become the holder.

（5）The guarantor. The guarantor is another third party who guarantees the acceptance and the payment of a bill of exchange. The guarantor can be the drawer, endorser, acceptor or acceptor for honor. The obligations of the guarantor are the same as those of the guaranteed.

（6）The Discounter. The term“discounter”, which is not often used, normally refers to the discount house or the bank that discounts bills of exchange on the customers’behalf. By the nature of the arrangement, a discounter is usually a holder for value who is a holder giving value for a bill.

其他当事人指汇票进入流通领域后的当事人。

（1）承兑人。承兑人是特殊的付款人。如果付款人在汇票上写上他的名字和“承兑”字样及日期，他就成为承兑人。一旦出现承兑，则承兑人成为主债务人，而付款人成为汇票的第二债务人。

（2）背书人。背书人是指在票据背面签字并交付给他人的当事人。收款人背书后成为第一背书人，他由原来的债权人变为了债务人，因为他转让了票据的一切权利，并以自身资信做保证，一旦出现付款人拒绝付款或拒绝承兑，他将偿付票款给持票人或被迫付款的后手背书人。

（3）被背书人。被背书人是接受背书之人。当他受让汇票后，如再转让时，他就成为另一个背书人，如果他不转让，则将持有汇票，就成为第二持票人，所以被背书人是汇票的债权人，最后被背书人必将是持票人。

（4）持票人。持票人意指收款人或被背书人，即现在的持票者。持票人泛指尚未转让或已经转让的持有汇票的人。持有伪造票据或通过非法渠道持有票据的持票人不是正当持票人，只有合法拥有票据的人才是正当持票人。

（5）保证人。保证人是对票据的承兑和付款作出保证的人。保证人可以是出票人、背书人、承兑人或参加承兑人。保证人的责任与被保证人相同。

（6）贴现人。贴现人这个术语并不常用。贴现一般指贴现公司或银行从票面金额中扣减按照一定贴现率计算的贴现息后，将净款付给持票人，从而贴现票据的行为。贴现人指的就是进行贴现的银行或贴现公司。

3.1.3 Essential Items Required in Bill of Exchange

In conformity with the Convention Providing a Uniform Law for Bills of Exchange and Promissory Notes (Geneva, 1930), a bill of exchange must fulfill the following requirements: the word“exchange”, an unconditional order，place and date of issue, time of payment, amount, name of the drawee and place of payment, name of the payee, drawer’s name and signature.

根据《日内瓦统一票据法》的规定，汇票必须记载下列事项：标明“汇票”字样，无条件支付的命令，确定的金额，付款人名称，收款人名称，出票日期，出票人签章。汇票上未记载这些规定事项之一的为无效汇票。

1. The word “exchange”

The word “exchange” should be indicated on a bill of exchange, such as “Exchange for US$100” or “Draft for US$100”. But it is not definitely required in the Bills of Exchange Act 1882 of the United Kingdom.

汇票上必须写明“汇票”字样，例如“金额为100美元的汇票”。这是为了与本票和支票相区别，明确各当事人的权利和责任。但《英国票据法》无此要求。

2. An unconditional order to pay

A bill of exchange must be an unconditional order in writing (including“printed”and “typewritten”). A bill of exchange is the drawer to the payer of unconditional payment order. Here said the unconditional payment order, refers to a bill containing the unconditional payment request any restrictions. For example,“pay to the order of the Bank of China the sum of thirty-five thousand US dollars" is a valid bill of exchange. "Pay to the order of the Bank of China the sum of thirty-five thousand US dollars when the ship 'Dongfeng' reaches the port of New York" and "We would be delighted if you would pay to the order of the Bank of China the sum of thirty-five thousand US dollars" are invalid bills of exchange.

支付委托书应当是书面的，可以手写、打字或印刷。汇票是出票人给付款人的无条件支付命令。这里所说的无条件支付命令，是指汇票上载有无条件支付委托的文句，凡是附带条件的支付命令即违背了汇票定义，将使汇票无效。例如，"支付给中国银行指定人金额35 000美元"是一张有效的汇票。"当'东风'号船到达纽约港时支付给中国银行指定人金额35 000美元"和"如果你支付给中国银行指定人金额35 000美元，我们会很高兴"都是无效的汇票。

3. Place and date of issue

The issuing date of a bill of exchange is a legal requirement. The date of issue can be used: ① to determine the expiry date and paying date; ② to make sure whether the drawer has disposing capacity.

The place of issue is very important especially to an international bill of exchange. The validity of the bill is normally judged in conformity with the law of the place of issue.

票据法要求必须记载出票日期，其作用如下：第一，决定票据的有效期和付款到期日。按票据法的一般规则，票据均有一定的有效期，持票人必须在有效期内向付款人提示要求付款或承兑；以汇票出票日期推算付款到期日的远期汇票，必须提示出票日期。第二，判定出票人的行为能力。如出票人在出票时已宣告破产、清理，则可判定出票人在出票时已丧失行为能力，该汇票应认定为无效。

记载出票地点，对涉外汇票具有重要的意义，因为按照国际惯例，汇票所适用的法律多采用行为地法律的原则。

4. Time of payment

A bill of exchange can be payable on four methods:

（1）Payable "on demand" or "at sight" or "on presentation". For example, "At sight pay to the order of …"

（2）At a fixed time after date (issuing date). For example, "30 days after date pay to the order of …"

（3）At a fixed time after sight (accepting date). For example, "At 90 days after sight pay to the order of …"

（4）On a fixed date. For example, “On Sept. 30, 2005 pay to the order of …”

If there is no time of payment is stated on the bill, it also can be considered as payable at sight.

汇票上付款日期可分为四种：

（1）见票即付方式（on demand, at sight或on presentation）。

（2）出票日后定期付款（at a determinable time after the date）。

（3）见票日后定期付款（at a determinable time after sight）。

（4）定日付款（on a fixed day）。若汇票上未记载付款日期，则视作见票即付。

5. Amount

The subject matter of a bill of exchange has to be the certain amount of money other than merchandise. The amount on a bill is identified by concordant numbers and words. And if there are differences between words and numbers, according to the “Bills of Exchange Act 1882” and the “Convention Providing a Uniform Law for Bills of Exchange and Promissory Notes (Geneva, 1930)”, words are deemed as final. However, the Negotiable Instruments Law of the People’s Republic of China item 8 regulates that if the amount on a bill identified by numbers and words, both of them should be concordant. Otherwise, the bill shall be invalid.

汇票的支付标的必须是金钱而不能是商品，且数额必须确定。汇票金额同时以文字和数字表示，两者应一致。如有差异，按照1882年《英国票据法》和《日内瓦统一票据法》的规定，应以文字表达为准。但我国《票据法》第八条规定：“票据金额以中文大写和数码同时记载，两者必须一致。两者不一致的，票据无效。”

6. Name of the drawee and place of payment

Drawee and place of payment must be reasonably clear and definite. If the place of payment is required on a bill of exchange, but is not indicated thereon, the location where the drawee resides should be considered to be the place of payment.

各国票据法都要求汇票必须载明付款人的姓名或商号。付款人的名称和地址应表达清楚，以便持票人提示承兑或提示付款。汇票上记载的付款地应当明确清楚，未记载付款地的，以付款人的营业场所、住所或者经常居住地为付款地。

7. Name of the payee

Unless a bill of exchange is payable to bearer, the payee must be named with reasonable certainty. The name of a payee may take one of the following three forms:

（1）Restrictive order. A bill may be payable to a named person only or to a named person not transferable. For example, “Pay to A Co. only.” “Pay to A Co. not transferable.”

（2）Demonstrative order. A bill may be payable to the order of a particular person or to a particular person without any words indicating the prohibition of transfer. For example, “Pay to A Co. or order.” “Pay to the order of A Co.”

（3）Payable to bearer. A bill may be payable to bearer with no specified person as a payee thereon. A bearer bill can be transferred simply by delivery; in his case there needs no endorsement. For example, “Pay to bearer.” “Pay to holder.”

汇票必须记载收款人名称，未记载收款人名称的汇票无效。汇票的收款人，俗称“抬头”，具体写法有三种：

（1）限制性抬头。该类汇票不能转让，如“仅付给甲公司”或“付给甲公司，不准转让”。

（2）指示性抬头。这类汇票可背书转让，如“付给甲公司或其指定人”。

（3）来人抬头。即不明确收款人，只写明“付给持票人”字样。该类汇票仅凭交付转让，无须背书。

8. Drawer’s name and signature

The drawer’s signature serves as a method of authenticating a bill of exchange. No bill is valid if the drawer has not signed thereon. Forged or unauthorized signature of the drawer makes the bill invalid, too.

各国票据法都规定，汇票必须有出票人签名才能生效。伪造的签名或未经授权的签名都将使汇票无效。

9. Relatively necessary items

Besides, some other things like the interest and the rate of exchange, the reason of issuing and so on may be included in the bill of exchange.

汇票上除必要项目外，由出票人在汇票上加注其他项目，如利息条款、汇率条款、出票条款、交单条件、禁止转让、免作拒绝证书、汇票编号等。出票人加列任意记载事项的目的在于对签发汇票的原因、根据、作用的说明。任意记载事项不能违反无条件支付命令的原则，否则就不成为汇票。出票人或背书人在汇票上加列限制或否定其对持票人责任的条款，以及就其本人而言，同意持票人免除部分或全部职责的条款，也称任意记载事项。

3.2 Classification of Bill of Exchange 汇票的分类

1. According to the tenor

（1）Sight bill of exchange. It is a bill payable on demand, or at sight, or on presentation; or in which no time for payment is expressed.

（2）Usance bill of exchange/Time draft. It is a bill which is payable at a future time and is usually expressed in the following ways: ① Payable at a fixed time after sight; ② Payable at a fixed time after date; ③ Payable at a fixed future date.

1. 根据付款时间分类

（1）即期汇票。即期汇票指付款时间为见票即付的汇票。

（2）远期汇票。远期汇票指付款时间为出票一定期限后付款的汇票。可分为见票后定期付款、出票日后定期付款汇票、定日付款汇票三种。

2. According to the drawer

（1）Commercial bill. It is a bill drawn by a trader on another trader or on a bank. In international payments, the drawer of a commercial bill of exchange is normally the exporter, who draws a bill for the purpose of getting payment for the goods he sells. A commercial bill of exchange is usually accompanied by shipping documents.

（2）Banker’s bill. It is a bill drawn by one bank on another bank, it is also called bank draft. In international payments, after a bank draft is issued, it is normally given to the remitter (usually the importer) for him to send to the bank nominated by the exporter. Usually, the draft is sent together with a letter or a copy of the invoice if the payment is concerned with the consignment of goods. On the other hand, the bank which draws the draft must send a notification of payment to the overseas paying bank so that the latter can check the draft presented to it. Occasionally, the draft may be sent to the beneficiary on behalf of the customer.

2. 按出票人分类

（1）商业汇票。商业汇票的出票人是企业或个人，付款人可以是企业、个人或银行。在国际贸易的托收方式中，商业汇票一般由出口商签发，委托当地银行向国外进口商或银行收取货款。

（2）银行汇票。银行汇票的出票人是银行，付款人也是银行。 在国际结算的汇款

方式中，汇款人将款项交给当地银行，银行签发汇票后，一般交汇款人，由汇款人寄交国外收款人向汇票指定的付款银行取款。出票行签发汇票时，必须同时将付款通知书寄给付款行，以便付款行在收款人持票取款时进行核对。

3. According to the acceptor

（1）Bank acceptance bill. It means that the bill’s payer is bank, and the bank will accept time bill. During international settlement, bank acceptance bill is a kind of time bill that usually exporters chose payment bank according to the opinions or requirements of import bank. After the bank accepts to pay, the obligator will turn to bank, the holder has right to present the bill for payment before due day.

Time bill under L/C belongs to this kind of bill of exchange.

（2）Commercial acceptance bill. It is time bill that accepts to pay by company or person. And the drawer is company or individual person. Time bill in collection is this kind of bill of exchange.

3. 按承兑人分类

（1）银行承兑汇票。银行承兑汇票是指汇票上的付款人是银行，由银行承兑的远期汇票。在国际贸易结算中，银行承兑汇票通常是由出口商按照进口国银行的授权签发的，以该银行或指定银行为付款行的远期汇票，经付款银行承兑后，该付款银行即是该汇票的主债务人，持票人在到期日向该银行提示请求付款。

信用证中使用的远期汇票即属于此种汇票。

（2）商业承兑汇票。商业承兑汇票是指建立在商业信用基础之上的，由工商企业或个人承兑的远期汇票，其出票人也是工商企业或个人。托收中使用的远期汇票即属于此种汇票。

4. According to whether or not the shipping documents are attached

（1）Clean bill. It is a bill without shipping documents attached thereto. Such a bill may be drawn for many purposes, among which are the collection of an open account, the sale of stocks and bonds, payment for services, and other transactions that arise in international trade but for which no shipping documents exist or the shipping documents have for some reason been sent separately to the buyer. Only when the importer is considered to be trustworthy or“open account”is in use can a clean bill of exchange be used. Generally speaking, clean bills of exchange are not often used.

（2）Documentary bill. It is a bill accompanied by the relevant documents such as the B/

L, the invoice, the insurance policy, etc. When a documentary bill is presented to the drawee for payment or for acceptance, the drawee will not effect the payment or acceptance unless the shipping documents are also presented to him.

4. 按照有无随附商业单据分类

（1）光票。光票亦称商业净票，又叫白票，不附带货运单据的汇票。即不附有货物所有权单据的汇票。出票人是企业、银行或个人，付款人可以是企业、个人，也可以是银行，它的流通完全依靠人的信用，即完全看出票人、付款人或背书人的资信。在国际贸易中光票使用很少，一般仅在赊销、证券买卖、服务贸易等款项的支付时使用。

（2）跟单汇票。跟单汇票是指需要附带提单、保险单、装箱单、商业发票等单据才能进行付款的汇票。如果汇票的付款人不进行支付或承兑，就不能得到随附单据。

3.3 Acts Relating to Bill of Exchange 汇票的票据行为

The acts of a bill of exchange refer to the legal acts carried out to bear the obligations to a bill of exchange. Usually, there are three stages for a sight bill of exchange: to draw, to present and to pay. A usance bill of exchange, however, involves more stages like acceptance or some other possible stages. In broad sense, the acts also include presentment, payment, payment for honor, dishonor, protest and the exercise of right recourse. We now discuss them in detail.

汇票的行为是指围绕汇票所发生的，以确定一定权利义务关系为目的的行为。通常，即期汇票有三个行为：出票、提示和付款。但远期汇票相对即期汇票而言，票据行为较多，如承兑或一些其他可能的行为。从更广义上来讲，票据行为还包括提示、付款、参加付款、作成拒绝证书和行使追索权。下面我们开始详细讨论这些行为。

1. Issue

To issue is the beginning of a bill of exchange. It comprises two acts to be performed by the drawer. One is to draw a bill and sign it; the other is to deliver it to the payee. Thus, the liability of the bill is established and the payee becomes the creditor to the bill. As shown in figure 3-2.

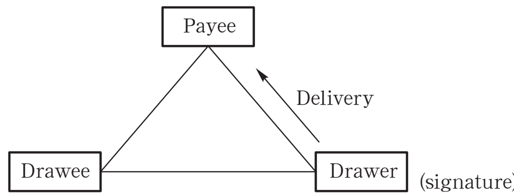

Figure 3-2 Issuing of Draft (Including Bill Made and Delivery)

When issuing a bill, the drawer must draw it correctly and completely, making sure it contains all the essentials stipulated. A bill without a signature or with a false signature is not a valid bill. Only writing a bill without delivering is invalid. Delivery is an essential act. Whatever acts such as issue, endorsement or acceptance without delivering would be invalid acts. After being drawn and delivered to the payee, the bill becomes irrevocable and in the meantime the drawer engages to the payee and related holders that the bill should be, paid or accepted. If it is dishonored by the drawee, the holder has the right of recourse against the drawer who is primarily liable thereon.

出票是汇票第一个行为。出票包括两个动作，一个是写成汇票并在汇票上签字，另一个是将汇票交付收款人，这样就创设了汇票的债权，使收款人持有汇票并拥有债权。如图3-2所示。

出票时，出票人必须正确、完整地填写汇票，确保它包含了所有规定的要点。汇票没有签名或虚假的签名都是无效的汇票。仅仅是写成汇票而没有交付的动作也是无效的汇票，因为交付是一个重要的行为。汇票的出票、背书、承兑的票据行为在交付前都是不生效的，只有将汇票交付给他人后，出票、背书、承兑行为才开始生效，并且是不可撤销的。开出汇票时，出票人签名于上，他要对汇票付款承担责任，而付款人对于汇票付款并不承担责任。如汇票遭到付款人拒付，持票人有向出票人追索的权利。

2. Endorsement

Endorsement means that the holder of a bill transfers the bill by signing his name on the back of the bill or together with the name of the transferee (endorsee). The signature indicates the holder’s intention to transfer his or her rights in the bill of exchange. It has five kinds: special endorsement, blank endorsement, restrictive endorsement, conditional endorsement and endorsement for collection.

背书是指汇票背面的签字，即持票人在汇票背面签上自己的名字，有时也写上被背书人的名字并经交付将汇票转让给别人的行为。签名表明持票人转让其汇票权利的意

愿。背书有五种：特别背书、空白背书、限制性背书、带有条件的背书和托收背书。

3. Presentation

Presentation is that the behavior holders summit bills to claim their right of getting payment. It is the essential process that holders require the right of negotiable instruments. The presentation includes presentation for payment and presentation for acceptance.

Once the sight bills are presented, payers should make payment. And as long as the time bills are presented, payers should also make payment according to the items on the time bills.

The presentment should be managed at certain place and certain time according to the regulations. Overdue without presentation the issuer and all the endorsers will automatically relieve the responsibilities to the holder.

提示是持票人将汇票提交付款人要求承兑或付款的行为，是持票人要求取得票据权利的必要程序。提示又分付款提示和承兑提示。

即期汇票一经提示，付款人就要付款。 已经承兑的远期汇票一经提示，付款人就要付款。远期汇票一经提示，付款人就要承兑。

提示必须在规定的时限或规定的地点办理，若逾期未作提示，则出票人和全体背书人解除对持票人的责任。

参考资料

各国票据法汇票提示的合理时间规定

1.《日内瓦统一票据法》规定：即期汇票提示付款的合理期限是出票日起1年，远期汇票提示承兑的合理期限是到期日前，远期汇票提示付款的合理期限是到期日或其后两个营业日。

2. 我国《票据法》规定：即期汇票提示付款的合理期限是出票日起1个月，远期汇票提示承兑的合理期限是到期日前，远期汇票提示付款的合理期限是到期日起10日。

3.《英国票据法》和《美国票据法》规定：即期汇票提示付款应该在合理时间内，远期汇票提示承兑的合理期限是到期日当天或之前，远期汇票提示付款的合理期限是到期日。

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4. Acceptance

Acceptance is an act by which the drawee promises to make payment at the bill maturity. The drawee has no liability on the bill until he signs the bill in such a way as to signify acceptance of liability to pay the money stated in the bill.

A valid acceptance requires two acts: one is for the drawee to write the word “Accepted” on the face of a bill and sign below. The mere signature of the drawee, without additional words is sufficient. The other is for the drawee to return the accepted bill to the payee. In practice, the return of the accepted bill can be replaced by the drawee’s issuing of an acceptance notice to the payee. In the case that the bill is a time bill after sight, the accepting date is deemed to be the sight date from which the maturity date can be worked out. After acceptance, the drawee will then credit the amount payable to the payee’s account at maturity.

Acceptance can be classified into general acceptance and qualified acceptance. A general acceptance is an acceptance by which the drawee confirms the order given by the drawer without any qualification. Qualified acceptance is an acceptance by which the drawee accepts the bill with condition. That means he revises the terms on the original bill.

承兑意指远期汇票的付款人签名表示同意按照出票人命令而付款的票据行为。付款人承兑汇票后成为承兑人，他的签名表明他已承诺付款责任，愿意按照承兑文义保证付款。

承兑包括两个动作：第一，在汇票正面写明“已承兑”字样并签字。只需要付款人的签名而不要其他多余的字。第二，付款人将已承兑汇票交给收款人。在实践中，习惯上由承兑行发出承兑通知书给收款人，用来代替交付已承兑汇票给收款人。见票后若干天付款的汇票，承兑日就是见票日。由此推算到期日，待到期日承兑行主动付款记入收款人账户。

汇票的承兑有两种，即普通承兑和限制承兑。普通承兑是指承兑人对出票人的指示不加限制地同意确认，通常所说的承兑即指普通承兑。限制承兑是指承兑时用明白的措辞改变汇票承兑后的效果，也即修改了原来的汇票条款。

参考资料

我国《票据法》规定，承兑期为3日。付款人承兑汇票，不得附有条件，承兑附有条件的，视为拒绝承兑。

法国、瑞典、意大利等国规定承兑期为24小时。

西班牙规定为提示承兑当日。

《日内瓦统一票据法》和《美国商法典》规定第一次提示时，付款人可以不作承兑而要求他于翌日作第二次提示，但面对第二次提示就必须做出是否承兑的决定。

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5. Payment

The ultimate purpose for a bill of exchange is to get paid. "Payment" means that the payer pays the amount stipulated in the bill to the holder of the bill. In the case of a sight bill, the payer must make payment when the bill is presented to him. In the case of a usance bill, the payer must make payment when the usance bill is presented to him on the maturity date of the bill. When the holder of the bill has got the payment, he must sign his name on the bill to indicate that payment has been made in his favor and hand the bill back to the payer for his file. Only when payment is made in due course will a bill be discharged.

票据的最终目的是凭其付款。即期汇票提示日期即为付款到期日，见票后若干天付款的远期汇票从承兑日推算到期日。当持票人获得付款后，他必须在汇票上签名表明已被付款，并将汇票交回给付款人存档。仅当付款人或承兑人正当地付款以后，汇票即被解除责任。

6. Discount

Discounting of bill is to sell a time bill, already accepted by the drawee but not yet fallen due, to a financial institution at a price less than its face value. The difference between the amount paid and the face value represents the implied interest up to the maturity date, to be received by the discount institution.

Suppose an exporter draws a bill payable at three months after sight on an importer abroad. At the time that the accepted bill is returned, he finds that there are still two months and twenty-four days to go before it becomes due. If he needs the money right now, he will discount the bill.

The process of discounting a bill of exchange is as follows: ① Issue a bill, present it for acceptance. ② Accept it. ③ Discount it. ④ Pay the amount (i. e. less than the face value). ⑤ Present it for payment at maturity. ⑥ Pay the face value.

贴现是指远期汇票承兑后尚未到期，由金融机构以低于票面价值付给持票人从而购进票据的行为。已付金额与票面价格之间的差额是按照贴现天数即距到期日提早付款天数乘以贴现率得来的。

假设一个出口商从国外的进口商拿到了一张三个月的远期汇票。与此同时，已承兑汇票已经收到，他发现还有2个月零24天才到期。如果他现在急需用钱，他将贴现这张汇票。

贴现汇票的过程如下：① 出票，提示承兑；② 承兑；③ 贴现；④ 付款（即低于面

值）；⑤ 到期提示付款；⑥ 支付票面金额。

For example, suppose an accepted bill for USD 10 000 falls due on Sep. 18, the exporter takes it to a discount bank on Jun. 30. This should be calculated in actual days, that is, thirty-one days in both July and August and eighteen days in September, altogether eighty days. If the discount rate is 10%, the discount interest is calculated as follows:

$$D = \frac{V \times t \times d}{360}$$

Where: D = discount interest; V = face value of the bill; t = tenor (days); d = discount rate (% p. a.).

Hence,

$$D = \frac{10\,000 \times 80 \times 10\%}{360} = \text{USD}222.22$$

$$\text{Net proceeds} = 10\,000 - 222.\,22 = \text{USD } 9\,777.\,78$$

例如，一张9月18日到期、票面金额10 000美元的汇票已被承兑，出口商6月30日去贴现银行贴现。这应该计算实际的天数，即七月和八月分别是31天，九月是18天，一共80天。假设贴现利率是10%，贴现息的计算如下：

$$D = \frac{V \times t \times d}{360}$$

其中，D为贴现息；V为票面金额；t为贴现天数；d为贴现率。

因此，

$$D = \frac{10\,000 \times 80 \times 10\%}{360} = \text{USD}222.22$$

$$\text{净款} = 10\,000 - 222.\,22 = \text{USD } 9\,777.\,78$$

The exporter is to be paid USD 9 777. 78 by the discount bank, which may retain the bill till maturity, then present it to the acceptor for payment and receive the full amount (face value). The discount bank obtains a profit of USD222. 22. According to the European and American computation the basic days for a year are 360 days but according to the British computation actual are to be calculated, i.e. 365 days for a year and 366 days for a leap year.

贴现行支付给了出口商9 777.78美元，它可能保留汇票至到期日，然后向承兑人提示付款获得票面金额。贴现银行获得222.22美元的利润。根据欧洲大部分国家和美国的计算，一年按360天算，但英国是按照实际天数进行计算，即一年365天，闰年一年是366天。

7. Dishonor

“Honor” refers to the process in which the drawee effects payment or acceptance when a bill is presented to him for payment or for acceptance. If the drawee refuses to effect payment or acceptance when a bill is presented to him for payment or acceptance, the act is called “dishonor”.

A bill is dishonored more often for non-payment than for non-acceptance.

“承付”指当持票人向付款人提示付款或承兑时他作出有效的付款或承兑行为的过程。如果持票人提示汇票要求承兑时，遭到拒绝而不获承兑，或持票人提示汇票要求付款时，遭到拒绝而不获付款，均称退票，也称拒付。

汇票遭到拒绝而不获付款比遭到拒绝而不获承兑更经常发生。

（1）Notice of Dishonor. Notice of dishonor is an advising act taken by the holder to all endorsers about the dishonor. The notice may be given in writing or in words. The purpose of giving such notice is to inform the drawer and prior endorsers the default of acceptance or payment so that they may get ready to honor the payment. According to the Bills of Exchange Act 1882, when a bill of exchange has been dishonored by non-acceptance or by non-payment, a notice of dishonor must be given to the drawer and each endorser; otherwise the holder shall be discharged of the right of recourse against the drawer and all the endorsers. For a holder in due course, however, his recourse claim shall not be prejudiced by such an omission. According to the Geneva’s Uniform Law 1930, the right of recourse of the holder shall remain unless the drawer and/or the endorsers do suffer loss due to his omission of giving the notice, in which case the holder must compensate for the loss.

There are two methods in which the notice of dishonor may reach the prior parties and the drawer. When it comes to the first method, the notice of dishonor must be given on the next business day after the dishonor of the draft by the holder to his direct prior party who shall do so in quick succession till the notice is given to the drawer. Any party failing to do so shall remain liable to the holder and lose his own right of recourse against all his prior endorsers and the drawer. For a holder in due course, however, his recourse claim shall not be prejudiced by such an omission.

（1）拒付通知/退票通知。退票通知是持票人或背书人将关于退票事实及时通知前手，即发出退票通知。这个通知可以是书面的，也可以由人传达。退票通知的目的是要汇票债务人及早知道拒付之事，以便做好准备。《英国票据法》规定：持票人若不作成

退票通知并及时发出，即丧失其追索权。《日内瓦统一票据法》认为，退票通知仅是后手对于前手的义务，不及时通知退票并不丧失追索权。但如因未及时通知而造成前手遭受损失时，应负赔偿之责，其赔偿金额不超过汇票金额。

发出退票通知有两种方法。第一种发送方法是持票人应在退票后一个营业日内，将退票事实通知前手背书人，前手背书人应于接到通知后一个营业日内再通知他的前手背书人，一直通知到出票人。接到退票通知的每个背书人都有向其前手进行追索的权利。如持票人或背书人未在规定时间内将退票通知送达前手背书人或出票人，则该持票人或背书人即对接收通知的前手丧失追索权。第二种发送方法是持票人将退票事实通知全体前手，如此则每个前手均无须继续向前手通知了。

（2）Protest. Protest is a written statement under seal drawn up by a Notary Public or other authorized person for the purpose of giving evidence that a bill of exchange has been presented by him for acceptance or for payment but dishonored.

After a bill is dishonored and a notice of dishonor is given, the holder may hand the bill again to a Notary Public who will present it again to the drawee so as to obtain a legal proof of the act of dishonor. If it is dishonored again, the Notary Public then will draw a protest and return it to the holder together with the bill, against which the holder may exercise his right of recourse against the prior parties.

According to the Bills of Exchange Act 1882, foreign bills should be protested whereas inland bill need not. If a foreign bill is not so protested, the holder will lose his right of recourse against his prior parties.

Charges for protest paid to the notary public should be for the account of drawer. In order to save this expenditure, the drawer may add wordings“protest waived”or“please do not protest if dishonored”, so that he will not be responsible for the protest fee. Charges should be for the account of holder when he has made protest on the bill of exchange with indication of protest waived.

（2）拒绝证书。拒绝证书是由拒付地点的法定公证人作出的证明拒付事实的文件。

在汇票被拒付及拿到拒付通知后，持票人请求公证人做出拒绝证书时，应将汇票交出，由公证人持票向付款人再作提示，仍遭拒付时，即由公证人按规定格式作成拒绝证书，连同汇票交还持票人，持票人凭拒绝证书及退回的汇票向前手背书人行使追索权。

《英国票据法》规定：外国汇票遇到付款人退票时持票人须在退票后一个营业日内作成拒绝证书。国内汇票拒付行使追索权时，不是必须提供拒绝证书。

持票人要求公证人作成拒绝证书所付的公证费用，在追索票款时一并向出票人收取。有时出票人为了免除此项费用，可在汇票上加注“放弃拒绝证书”字样，则持票人无需作成拒绝证书，即可行使追索权。如果汇票有了此项记录，仍然作成拒绝证书，则该证书有效，但公证费用应由持票人自行负担。

（3）Right of Recourse. Recourse refers to the right of a holder of a bill of exchange to demand payment from a prior party who may be the drawer or endorser of the instrument when the party who is primarily liable (normally the acceptor) fails to pay. In other words, “right of recourse” means that the holder of a bill of exchange has the right to claim compensation from the drawer and the endorsers in the event that the bill has been dishonored. The compensation should include the amount payable on the bill with interest, the fees for giving the notice of dishonor and protest and other incurred expenses.

The holder may exercise his right of recourse only when he has completed the following procedures.

① Present the bill to the drawee for acceptance or payment within the legal period. ② Give notice of dishonor to his prior party in one business day following the day of dishonor. ③ Make a protest for non-acceptance or non-payment in one business day following the day of dishonor.

The recourse claim should be enforced within the legal limit of time, which differs from country to country. According to the Bills of Exchange Act 1882, it is 6 years; according to the Geneva Convention, it is 1 year.

（3）追索权。追索权是指汇票遭到拒付，持票人对其前手背书人或出票人有请求其偿还汇票金额及费用的权利。行使追索权的对象是背书人、出票人、承兑人以及其他债务人，因为他们要对持票人负连带的偿付责任。持票人是票据上唯一的债权人，他可向对汇票负责的任何当事人取得偿付。被迫付款的出票人得向承兑人取得偿付，被迫付款的背书人得向承兑人或出票人或其前手背书人取得偿付。追索的票款应包括：汇票金额，利息，作成退票通知、拒绝证书和其他必要的费用。

行使追索权的三个条件：① 必须在法定期限内提示汇票。② 必须在法定期限内发出退票通知。③ 外国汇票遭退票，必须在法定期限内作成拒绝证书。

只有办到这三个条件，才能保留和行使追索权。持票人或背书人必须在法定期限内行使其追索权，否则即行丧失。《英国票据法》规定，保留追索权的期限为6年。《日内瓦统一票据法》规定，持票人对前一背书人或出票人行使追索权的期限为1年。

案例1 以预付货款为名伪造汇票诈骗

浙江一家生产软件的公司在广州商品交易会上结识一家尼日利亚客户，某年10月30日达成一份订单，总金额USD12 400.00。浙江公司要求100%预付货款，其中30%定金收到后合同生效，70%在装运前付款。11月4日，尼日利亚公司快件寄来一张30%货款的汇票，签发行为“FIRST EAS FERN BANK”，付款行为“THE FIRST NATIONAL CITY BANK OF NEW YORK,55 WALL STR.，NEW YORK”，收款人为浙江公司，汇票编号为FE6905098，并要求浙江公司11月20日左右将货物改为空运出口，运费到付。

浙江公司业务员很谨慎马上将汇票拿到中国银行查询真伪。中国银行的意见是：公司暂不生产，或生产后不发货，等待汇票款项实际到账。付款行资信不详，需要时间查询。汇票如真实，由中国银行托收，等国外付款行兑付到账，货物装运期已过。尼日利亚商人要求提前空运货物，一旦汇票是伪造的或遭退票，货物又被取走，公司就会遭到损失。公司接受银行意见，电告尼日利亚商人必须等汇票款项收妥后才开始生产，交货期不能提前，余款70%必须电汇，不接受汇票。

结果：尼日利亚商人没有回复，后经多次联系，客户杳无音信。10天后，付款行“THE FIRST NATIONAL CITY BANK OF NEW YORK”退票，理由是该汇票的签发行“FIRST EAS FERN BANK”的签章是伪造的。

案例2 国际贸易中的汇票结算欺诈案

案例介绍

某年11月，S省医药器具公司持两张从香港企业收到的出口项下的汇票到国内某银行要求鉴别其真伪。两张汇票的出票人为美国新泽西州FIRST FIDELITY BANK，付款人是哥斯达黎加的AMERICAN CREDIT AND INVEST CORP.，金额分别为32 761. 00美元和61 624. 00美元，付款期限为出票后5个月。从票面上看，两张汇票显然不符合银行汇票的特点，疑点很大，其中可能有诈。于是该银行一边告诫公司不要急于向国外进口商发货，一边致电出票行查询。不久，美国新泽西州FIRST FIDELITY BANK 回电，证实自己从未签发过上述两张汇票。

此汇票的主要疑点为：

（1）两张汇票金额都很大，通过香港中间商而认识的我方出口商和国外进口商在对各自伙伴的资信、经营作风都不十分了解的情况下，通常是不会采用汇票方式办理结算的。国外进口商甘冒付款后货不到的风险委托银行开出两张大金额的汇票，这本身就有问题。

（2）上述两张汇票在付款期限上自相矛盾。即期汇票下，收款人提示汇票的当天即为汇票到期日，而两张汇票都有“PAYING AGAINST THIS DEMAND DRAFT UPON MATURITY”这样的语句，且标明到期日，与出票日相差了60天，这是问题之一。

另外，若两张汇票是远期汇票，那么汇票上应注明“见票后固定时期付款”或“出票后固定时期付款”。而该两张汇票在右上方，“DATE OF ISSUE”的下面直接标出一个“DATE OF MATURITY”而无“AT…DAYS AFTER SIGHT PAY TO…”或“AT…DAYS AFTER DATE OF THIS FIRST EXCHANGE PAY TO…”的语句，这是问题之二。

（3）两张汇票的出票人在美国，即所付款项是美元，而付款人却在哥斯达黎加。由于美元的清算中心在纽约，世界各国发生的美元收付最终都要到纽约清算，既然美元汇票是由美国开出的，付款人通常的、合理的地点也应在美国。两张汇票在这一点上极不正常。

案例分析

近年来，以伪造汇票为手段进行诈骗的违法活动越来越多，在伪造汇票进行诈骗活动的过程中，最初发生的案件容易侦破，因为作案手段比较低劣，易于发现。而随着诈骗活动从我国沿海地区向内陆地区的发展，涉案人员也使用了高科技的手段，以达到诈骗的目的。他们大多根据一些银行的票据制作方式，使用虚构的银行名称，在外观上，此类汇票足可以假乱真。随着我国加入世界贸易组织，公司和企业有了进出口经营自主权的同时，也必须要谨慎防范信用风险。而利用国际贸易中的汇票结算进行欺诈，是国际贸易中常见的信用风险之一。要判断是否是伪造汇票，应当从其内容着手，查看其具体记载是否与汇票要式相符。为保证票据安全起见，有关单位和银行可以采取以下措施防范伪造汇票欺诈：

（1）收到汇票而不知晓汇票上记载的出票人、付款人详情的，应迅速致电该出票人或收款人，或出票人和收款人所在地的自设的分支机构，就汇票签发人和付款人的资信、规模、业务范围以及汇票的有关情况进行询问，以判断汇票真伪。询问速度一定要快，并在询问前一定要告知持票人暂时等候，国际贸易中收到票据不等于收到现金，单纯一纸汇票，在无法确定其是否真实有效前，保证作用是很弱的，不要贸然以汇票为保证发运货物。收到汇票时应就汇票的纸质、印刷、文字、记载项目等方面进行仔细检查。若出现纸质过厚或过薄、与常见汇票用纸不一致，印刷不清楚，文字有明显错排，记载项目前后自相矛盾或不符合汇票要求规定时，应提起注意，请有关部门协助检验，以免上当受骗。此外，还要着重查看选择性条款的记载是否自相矛盾。

（2）有些国家或者地区，如尼日利亚、印度尼西亚、中国香港及其他一些小国家或地区是伪造汇票的多发地区，常见的付款银行名称中往往包含“NIGERIA”、“INDONESIA”、 “HONGKONG”等字样，收到这些伪造汇票多发地区寄来的汇票时尤其要当心。收到这类汇票，除要严格按程序查询出票人或付款人外，还可从以往案例中总结出经验来判断常见的欺诈手段：尼日利亚伪造汇票金额不大，且同时寄发各公司的汇票号码也完全相同，并在背面都印有“凭空运提单及票据办理托收”；印度尼西亚伪造票据面额较大，且付款行多为不出名的小银行。另外，许多业务人员对票据签发、流通转让方面的知识不了解也是造成诈骗分子得逞的重要原因之一。在不了解票据的情况下，以为收到票据就等于收妥货款，贸然发货，往往落得货、款两空。因此，应加强对银行结算人员和有关贸易业务人员的票据知识培训，帮助他们了解正常汇票的格式、记载项目、种类以及汇票伪造的常见形式如何鉴别，一旦怀疑是伪票后，该采取何种行动，等等。

Summary（本章小结）

1. A bill of exchange is an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person on whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money to or to the order of a specified person, or to bearer.

2. The basic parties of a draft are drawer, drawee, payee. The other parties of a draft are acceptor, endorser, endorsee, guarantor, holder, discounter.

3. The essential items in a bill of exchange require: the word “exchange”, an unconditional order, place and date of issue, time of payment, amount, name of the drawee and place of payment, name of the payee, drawer’s name and signature.

4. According to the tenor, the bill of exchange can be classified as sight draft and usance draft.

5. According to the drawer, the bill of exchange can be classified as commercial bill and banker’s bill.

6. According to the acceptor, the bill of exchange can be classified as bank acceptance bill and commercial acceptance bill.

7. According to whether or not the shipping documents are attached, the bill of exchange can be classified as clean bill and documentary bill.

8. The acts of a bill of exchange including: issue, endorsement, presentation,

acceptance, payment, discount, dishonor and so on.

Key words and terms（本章关键术语）

1. Bill of exchange	汇票
2. Discounter	贴现人（票据贴现商）
3. Time of payment	付款时间
4. Sight / Demand bill	即期汇票
5. Time / Usance / Term bill	远期汇票
6. Tenor	期限
7. Pay to bearer	支付给来人
8. A set of bill	成套汇票
9. Place of payment	付款地点
10. Without recourse	无追索权
11. Issue	出票
12. Endorsement	背书
13. Special endorsement	特别背书/记名背书
14. Blank endorsement	空白背书
15. Restrictive endorsement	限制性背书
16. Conditional endorsement	带有条件背书
17. Endorsement for collection	托收背书
18. General acceptance	普通承兑
19. Qualified acceptance	限制承兑
20. Payment in due course	付款人或承兑人正当地付款
21. Discount	贴现
22. Honor	承付
23. Dishonor	退票或拒付
24. Dishonor by non-acceptance	拒绝承兑
25. Dishonor by non-payment	拒绝付款
26. Notice of dishonor	退票通知/拒付通知
27. Right of recourse	追索权

28. Protest 拒绝证书
29. Acceptance for honor 参加承兑
30. Commercial bill 商业汇票
31. Trader’s bill 商号汇票
32. Banker’s bill 银行汇票
33. Clean bill 光票
34. Documentary bill 跟单汇票
35. Holder for value 对价持票人
36. Presentment / Presentation 提示
37. Payment for honor 参加付款
38. Notary party 法定公证人

Exercises（练习题）

Ⅰ. Choose the best answer(s) for each of the following questions

1. 汇票的付款期限的下述记载方式中，（ ）必须由付款人承兑后才能确定具体的付款日期。

A. at sight B. at ×× days after sight

C. at ×× days after date D. at ×× days after shipment

2. 承兑是（ ）对远期汇票表示承担到期付款责任的行为。

A. 付款人 B. 收款人 C. 持票人 D. 受益人

3. 指示性抬头的汇票（ ）。

A. 须经背书方可转让 B. 不能通过背书转让

C. 无须背书，凭交付即可转让 D. 以上均可

4. 某公司签发一张汇票，上面注明“At 90 days after sight”，则这是一张（ ）。

A. 即期汇票 B. 远期汇票 C. 跟单汇票 D. 光票

5. 承兑以后，汇票的主债务人是（ ）。

A. 出票人 B. 持票人 C. 承兑人 D. 保证人

Ⅱ. Judge the following statement, mark True (√) or False (×)

1. 票据转让人必须向债务人发出通知。 （ ）

2. 如果票据受让人是以善意并付对价获得票据，其权利不受前手权利缺陷的影响。 （ ）

3. 汇票是出票人的支付承诺。 （ ）

4. 汇票上金额须用文字大写和数字小写分别表明。如果大小写金额不符，则以小写为准。（　　）

5. 票据贴现，其他条件相等时，贴现率越高，收款人所得的净值就越大。　　（　　）

Ⅲ. Calculation

1. 一商人手持一张金额为USD3 600的汇票，提前120天向A银行贴现，当时市场贴现率为10% p.a.（按360天计算），该商人应得票款净值是多少？

2. 假设目前的3个月贴现率为10% p.a.，请用两种方法计算其等值的利率是多少（按360天计算）？

3. 2011年2月20日，Smith开立了一张金额为USD100 000.00，以Brown为付款人，出票后90天付款的汇票，因为他出售了价值为USD100 000.00的货物给Brown。3月2日，Smith又从Jack那里买进价值相等的货物，所以，他就把这张汇票交给了Jack。Jack持该票于同年3月6日向Brown提示，Brown次日见票承兑。3月10日，Jack持该票向A银行贴现，当时的贴现利率为10%p.a.（按360天计算）。请计算到期日、贴现天数及实得票款净值。

Ⅳ. Fill in the draft on the basis of the subject demand

国际出口公司（International Exporting Co.）出口机器设备和零部件给环球进口公司（Globe Importing Co.），价值100 000美元。国际出口公司在2011年4月20日开出汇票，要求环球进口公司在见票后30天付款给XYZ银行。环球进口公司于2011年4月30日承兑了该汇票。

请按上述条件填写下列汇票。

ACCEPTED	BILL OF EXCHANGE
____________ (Date)	For ____________ (amount in figure) ____________ (date of issue)
____________ (Company Name)	At ____________ sight of this bill of exchange (SECOND being unpaid) Pay to ________ or order the sum of ____________ ________(amount in words) for value received.
	To: ____________ For and on behalf of ____________

Ⅴ. Short answer questions

1. 简述汇票的八种常见票据行为。

2. 简述汇票记载出票日期的三个作用。

3. 请回答以下两种情况下汇票是否有效并说明理由：

（1）汇票上规定“如果甲公司交付的货物符合合同规定，即支付其金额20 000美元”。

（2）汇票加注“按信用证号码LC3456开立”。

Ⅵ. Case analysis

1. 我国A公司与南美某国B公司签订出口合同，从中国出口服装到该国，使用托收方式结算货款，汇票期限为D/A AT 30 DAYS AFTER SIGHT。代收行应A公司要求，对汇票进行了保证，在汇票上注明“AVALISED”（保兑），并通知到期日为2011年5月20日。汇票经承兑后，代收行将汇票寄给B公司。但是，B公司在到期日未付款。经向代收行了解，付款人B公司被清盘。A公司于是要求代收行履行付款责任，遭到代收行拒绝，理由是托收业务属于商业信用而非银行信用。请问，在本案中，代收行是否可以免除其付款责任？为什么？

2. 我国ABC公司与日本某公司签订进口合同，从加拿大进口木材到中国，使用信用证方式结算货款，信用证中规定“AVAILABLE WITH ISSUING BANK BY ACCEPTANCE, DRAFTS AT 90 DAYS AFTER SIGHT DRAWN ON THE ISSUING BANK”。开证行收到单据日为2011年5月17日。2011年5月

31日，开证行收到法院发出的针对该信用证业务项下的将付款项的止付令，理由是日本某公司存在欺诈行为。请问，法院签发的止付令是否恰当？在此种情况下，开证行是否可以免除其付款责任？为什么？