

Revised Civil Code of Japan (1896)
BOOK III. Claim
from the English translation by J.E. de Becker (1909)

< Responsibility of the debtor >

Art. 412 [Time for performance and responsibility for default]

- (1) When there is a certain (definite) term for the performance of an obligation, *the debtor is responsible for delay (is in mora) from the time when the term arrives.*
- (2) When there is an uncertain (indefinite) term for the performance of an obligation, the debtor is responsible for delay (is in mora) from the time he knew of the arrival of the term.
- (3) When there is no fixed term for the performance of the obligation, the debtor is responsible for delay (is in mora) from the time when he has received a demand for performance.

< Default of the creditor >

Art. 413 [creditor's default in acceptance]

When the creditor refuses to, or cannot, accept performance of the obligation, the creditor is responsible for delay (is in mora) from the time when performance has been tendered.

< Effect of obligations (I): Enforcement >

Art. 414 [Claim for enforcement of specific performance]

- (1) When a debtor does not voluntarily perform the obligation, *the creditor may make demand for compulsory performance to the Court*, unless the nature of the obligation does not permit it.
- (2) When the nature of the obligation does not permit of compulsory performance, if the obligation has the performance of an act for its subject, the creditor may demand the Court to cause a third person to do the same at the expense of the debtor; but with regard to an obligation which has a juristic act for its subject, a judgment may be substituted for an expression of intention by the debtor.
- (3) With regard to an obligation which has a forbearance for its subject, the creditor may demand the removal of what has been done at the expense of the debtor and have proper measures adopted for the future.
- (4) The provisions of the preceding three paragraphs shall do not affect a demand for compensation for damages.

< Effect of obligations (II): Damages >

Art. 415 [Claim for damages, responsibility of the debtor]

When the debtor does not perform the obligation in accordance with the true intent and purpose of the same (in forma specifica), *the creditor may demand compensation for accruing damage. The same applies when performance has become impossible owing to a cause attributable to the debtor.*

Art. 416 [Scope of damages]

- (1) The demand for damages has for its subject compensation for *such damage as takes place under ordinary circumstances* in consequence of the non-performance of the obligation.
- (2) The creditor may also demand the compensation even for such *damage as arises under special*

circumstances, if the circumstances were foreseen, or ought to have been foreseen, by the party concerned.

Art. 417 **[Principle of monetary damages]**

The amount of damages is to be determined (assessed) in money unless there is another special expression of intention.

Art. 418 **[Contributory negligence]**

If the creditor has been in fault with regard to the non-performance, the Court shall take that fact into consideration in determining the responsibility for and the amount of damages.

Art. 419 **[Delinquency charge]**

- (1) With regard to the non-performance of an obligation which has money as its subject, the amount of damages is determined by the legal rate of interest, but if the conventional rate of interest exceeds the legal rate of interest, the conventional rate governs.
- (2) With regard to the damages of the preceding paragraph, the creditor is not bound to prove the damage, and the debtor cannot set up a plea of vis-major.