

## REZENSIONEN / REVIEWS

**WILLEM M. VISSER'T HOOFT, *Japanese Contract Law and Anti-Trust Law :  
A Sociological and Comparative Study***

**RoutledgeCurzon (London 2002), 191 pages plus appendix (24 pp.)**

**£ 65,- ISBN 0-7007-1577-0**

*Japanese Contract and Anti-Trust Law* is an excellent book on contemporary Japanese contract and competition law. It was written by a Dutch legal scholar as a doctoral thesis and was based on many years of extensive research in Japan.

The book primarily focuses on the legal implications of several lawsuits between manufacturers and distributors of luxury cosmetics (*Shiseido v. Fujiki*, etc.) in the 1990s that were an issue of great controversy among legal scholars and practitioners in Japan and, in the end, even brought about important High Court and Supreme Court decisions. The main question in those cases was if and under what conditions manufacturers were allowed to terminate long-term distribution contracts. This involved not only aspects of contract law but also of competition law. Due to the economic depression since the beginning of the 1990s, distributors in Japan have been experiencing significant pressure to lower prices and restructure distribution channels and methods. Therefore, many distributors started discount sales and catalogue sales to attract new customers. However, the distribution agreement required the distributors to adhere to a face-to-face sales method and, as a matter of fact, to keep the recommended retail prices set by the manufacturers to maintain the image of high-class products among customers. The dispute often resulted in a unilateral termination by manufacturers of the distribution contract, which in most cases had been in existence for many years and on which the distributors were heavily dependent.

The lawyers asserted on behalf of the distributors that the termination of the commercial contracts should be judged unlawful because it served purposes on behalf of the manufacturers that ran contrary to the aims of the Antimonopoly Act. They claimed that a requirement to adhere to the so-called face-to-face sales method and the set prices was itself an unfair trading practice and constituted a violation of the Antimonopoly Act.<sup>1</sup> The distributors commenced not only civil litigation against the manufacturers but also lodged complaints with the Japan Fair Trade Commission (JFTC).

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<sup>1</sup> Artt. 19, 2 IX of the Antimonopoly Act in connection with No. 12 (resale price maintenance) and No. 13 (trade on restrictive terms) of the General Designation of Unfair Business Practices of the JFTC (1982).