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The Commercial Code of Japan

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vague language of "natural law" as enunciating constitutional principles. He leans heavily upon dicta and dissenting opinions, even to the point of arguing some cases out of their actual holdings. He shows how cases would have been decided differently if they had been argued differently, and then seems to assume that the law is represented by the way in which they should have been decided. In consequence of such overemphasis upon material favorable to his point of view, Mr. Cowles draws conclusions which are hard to justify by the cases. This is illustrated by *U. S. v. Pink*,² handed down after the book had been published, in which the question was presented, although not conclusively determined. In that case, the Court, considering the possible effect of its decision upon foreign relations, stressed the political nature of the question, failed to distinguish between the character of a treaty as an international agreement and its character as domestic law, and, in general, followed an approach which is treated in the book as having been discarded.

The fact that the *Pink* case does not bear out Mr. Cowles' views as to existing law, however, should not be allowed to obscure the substantial merit of his work. He has done a real service in calling attention to a problem of growing importance, in analyzing it clearly, and in collecting much, if not all, of the available data upon it. His book is a pioneer in a hitherto uncharted field, and should prove a useful guide for further inquiry into the relationship between international agreements and the Constitution.

DELMAR KARLEN*

THE COMMERCIAL CODE OF JAPAN. Annotated, in Two Volumes. Second Edition, Published by THE CODES TRANSLATION COMMITTEE OF THE LEAGUE OF NATIONS ASSOCIATION OF JAPAN. Tokyo: Maruzen Co., Ltd., 1931. Pp. xlvii, 467; iv, 721. \$9.00.

The name of the publishing association is reminiscent of a past age. It took this book a long time to reach the reviewer and his inclination to study the book was not increased by Pearl Harbor. Yet, the editorial staff of the REVIEW did not cease to send repeated reminders to the defaulting reviewer, and a better knowledge of the institutions of Japan is perhaps even more needed now than it ever was before, though for reasons different from those stated in the Preface by the Chairman of the Codes Translation Committee.

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2. 315 U. S. 203 (1942).

The Codes of Japan are almost literal translations of those of Germany. How have these codes fared in the different environment? The problem, involving an excellent case of culture contact, is of interest not only to the Japanologist but to the student of legal sociology in general. The answer requires a close study of Japanese decisions, which have so far been inaccessible to practically every one. It is the merit of the present work that it makes available for the first time a considerable number of Japanese decisions in English.

The translation commission consisted of a number of highly placed Japanese judges, law professors, and attorneys, assisted in their work by such eminent British authority as Mr. Thomas Baty and Mr. John Gadsby. Compared with the German model of the Japanese Code, the translation of the text of the Code seems to be accurate and precise. Where the common law terminology did not contain an exact counterpart to a particular word of German-Japanese terminology, the translators have wisely retained the Japanese term, accompanied by an explanation.

The annotations to the sections of the Code are in the style found in annotated editions of German codes and statutes. They contain explanations and amplifications of the statutory provisions, cross-references to other codes and statutes, and quotations of important decisions, of which no less than 585 are appended in the full text of the pertinent passages or in digest form. Those which this reviewer has looked over read no differently than corresponding decisions of German courts.

The appendices contain the French texts of those international conventions on commercial law topics to which Japan has been a signatory, among them the conventions on the international unification of the law of bills of exchange and cheques and the various conventions on maritime law. The uniform laws which have been agreed upon in these conventions have been incorporated into the text of the Commercial Code.

In addition to the annotated two-volume edition, the Codes Translation Committee has published a small, one-volume unannotated translation.¹

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1. COMMERCIAL CODE OF JAPAN. Tokyo: Maruzen Co., Ltd., 1932. Pp. iv, 399. \$3.75.