In addition, this Judgment does not reveal the way the prevailing party informs the defeated party of the content of the foreign judgement. For examples, the prevailing party may consider the method that he sends an E-mail which includes the content of the foreign judgement to the defeated party or his counsel, etc. However, about the validity of these ways to notify the content of the foreign judgement, we need to wait for the accumulation of court cases.

4. Commercial Law

X v. Y
Supreme Court 3rd P.B., December 24, 2019
Case No. (*Ju*) 1551 of 2018
1591 Kinyū Shōji Hanrei 16

Summary:

When a member with unlimited liability withdraws from a limited partnership company, accounting as between the member and the company is effected in accordance with the status of the assets of the company as of the time of the withdrawal (Article, paragraph (2) of the Companies Act). When, as a result of the accounting, the amount of loss to be borne by the member exceeds the value of the contribution made by the member, it is appropriate to consider that the member is liable to pay the excess amount to the company unless under special circumstances such as that the articles of incorporation of the company provide otherwise.

Reference:

Companies Act Article 611(2)

Facts:

The late P left a will that he shall succeed all his estate to the appellant Y who is the first son. The appellee X, who is the first daughter, claims that her reserve has been infringed and that Y's unjust enrichment should be

returned based on the execution of a claim for abatement of the reserved portion. In calculating the amount of X's reserved portion, it is disputed that P, who was a member with unlimited liability of a limited partnership company, should be obliged to pay money for the Company.

Opinion:

Reversed and remanded

"(1) When a member with unlimited liability withdraws from a limited partnership company, accounting as between the member and the company is effected in accordance with the status of the assets of the company as of the time of the withdrawal (Article, paragraph (2) of the Companies Act), and if, as a result of the accounting, the amount of loss to be borne by the member falls short of the value of the contribution made by the member, the member may receive the refund of his/her equity interest (paragraph (1) of the same Article). On the other hand, if, as a result of the abovementioned accounting, the amount of loss to be borne by the member exceeds the value of the contribution made by the member, it is appropriate to consider that the member is liable to pay the excess amount to the company unless under special circumstances such as that the articles of incorporation of the company provide otherwise. Consideration made in this manner is in line with the design of the limited partnership company system, under which the existence of members with unlimited liability is required for the incorporation of a limited partnership company and its continued existence (Article 576, paragraph (3), Article 638, paragraph (2), item (ii), and Article 639, paragraph (2) of the same Act) and profits and losses are distributed to the members in proportion to the value of each member's contribution (Article 622 of the same Act), and it also promotes equity among members of limited partnership company.

(2) According to the facts mentioned above, at the time when P withdrew from the Company as its member with unlimited liability, the Company was insolvent. Therefore, if, as a result of the accounting at the time of P's withdrawal, the amount of loss to be borne by P exceeds the value of the contribution made by P, P is liable to pay the excess amount to the Company, unless there are the special circumstances mentioned above." (http://www.courts.go.jp/app/hanrei_en/detail?id=1690. English

version of this judgement is provided by the Supreme Court of Japan.)

5. Labor/Social Security Law

X v. Hirao Corp.
Supreme Court 1st P.B., April 25, 2019
Case No. (*Ju*) 1889 of 2017
1208 Rodo Hanrei 5

Summary:

In a case in which a partial wage payment was repeatedly delayed by successive collective agreements, and the wage claim was finally abandoned by an agreement between an employer and a labor union, the Court decided that the due date of the wage payment arrived when the purpose of the delay of wage payment had disappeared while admitting the possibility of a delay of wage payment based on a collective agreement, and the possibility of the disposing the wage claim already accrued by a labor union with special authorization by the employees.

Reference:

Article 14 and 16 of the Labor Union Act (L.U.A.)

Facts:

X was a truck driver in the concrete section of Y, a trucking company. X belongs to A (Labor Union; non-party to the litigation). Under the employment contract between X and Y, wages were closed on 20th of each month and a payment was made at the end of the month, and a bonus would be paid in July and December.

On August 28, 2013, due to the deterioration of the business situation, Y, A and its local branch B (Labor Union; non-party to the litigation) concluded, in writing, a collective agreement (hereinafter the first collective agreement), which included the following clauses: (a) A and B accept a wage cut by 20%, (b) the period of the wage cut is 12 months starting from the payment in August of the same year and subsequent treatment