

*"The Future of Existing House Circulation and Warranty Against Defects"*

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About the influence which revision of the Civil Code (Claims) has on existing house circulation, this research considered the argument until "The temporary proposal of the outline about revision of the Civil Code (Claims)" is released in 2014, after arranging the present statute, an actual contract, some judicial precedents, and some theories.

While it has been thought in the policy of Japan that existing house circulation was important, these outlines were described about the Civil Code, The Consumer Contract Act, and The Building Lots and Buildings Transaction Business Law ,etc. relevant to this policy. And especially the regulation ( § 570-566) about the warranty against defects of the Civil Code is important because of a buyer's protection in dealing of an existing house. Moreover, the feature and use situation of the standard contract which are used by the sales contract of an existing house were also investigated. Then, the feature of some examples of a trial, a legal liability theory, the contractual responsibility theory, the right theory of a price abatement claim, and the opinion classified by time was examined, and it was presupposed that revision of the Civil Code is most suitable as the method of solution of the confusion situation of a theory.

Then, the feature of a legal liability theory, the contractual responsibility theory, the right theory of a price abatement claim, and the opinion classified by time was examined, and it was presupposed that revision of the Civil Code is most suitable as the way of solution of the confusion situation of a theory.

About the trend of revision of the Civil Code, some proposals until the Legislative Council of the Ministry of Justice "Temporary Proposal of the Outline about Revision of the Civil Code (Claims)" is released showed what kind of contents, and it was arranged what kind of opinion a scholar, a lawyer, etc. expressed to this. And supposing revision of the Civil Code is performed based on the temporary proposal of an outline, the conventional warranty against defects will be unified into the default on an obligation responsibility, and a buyer's right will be expanded, but there is a question about the point whether a seller is able to actually respond to a subsequence claim. Moreover, the thing for which the seller often has to investigate the situation of the res of dealing and this must be written in a subscription agreement since it says that a court will think the contents of agreement for a contract as important from now on more than the former, and since the embodiment is called for also when concluding the special agreement which exempts a seller's responsibility from obligation, a transaction cost may go up.