

law and parent-child relationship law. More specifically, from the perspective of medical services law, consideration should be made regarding whether or not a surrogate birth arrangement is acceptable, and if it is acceptable at all, what conditions should be imposed. From the perspective of parent-child relationship law, sufficient consideration should be made, based on the results of the consideration from the perspective of medical services law, regarding how to coordinate legal relationships between the child born through a surrogate birth arrangement, the surrogate mother, the egg donor, the spouses of these women, and other parties concerned. A legal system for surrogacy should be developed based on consideration on these matters. The issues of how to protect the legitimate rights and interest of the parties concerned and how to ensure the child's welfare cannot be solved fairly and equitably until a legal system for surrogacy is adequately developed.

Since the issue of surrogacy involves many parties who have different opinions, it may not be necessarily easy to establish an adequate consensus among them. However, if this issue is left unsolved because of the difficulty in solving it, that would result in the accumulation of facts accomplished, which is obviously never beneficial to the welfare of children to be born through surrogate birth arrangements. In order to ensure that many people can enjoy the benefit of the progress in medicine without any worries, efforts should be made to establish a consensus in society and take legislative measures based on such consensus.

In addition, I agree with the concurring opinion by Justice TSUNO Osamu and Justice FURUTA Yuki in that there is enough room to establish a special adoption between the appellees and the Children.

Presiding Judge

Justice FURUTA Yuki  
Justice TSUNO Osamu  
Justice IMAI Isao  
Justice NAKAGAWA Ryoji

(This translation is provisional and subject to revision.)

## The Civil Code\*

(Minpō)

## BOOK I

## General Provisions

(Sōsoku)

Article 1. (*Exercise of private rights*)

1. All private rights shall conform to the principles of maintaining the public welfare.

2. The exercise of rights and performance of duties shall be carried out in accordance with the principles of good faith and trust.

3. No abuse of rights shall be permitted.

Article 1-2. (*Construction*)

This Code shall be construed in a manner consistent with respect for the dignity of individuals and the essential equality of the sexes.

## CHAPTER I

## Persons

(Hito)

## SECTION I

## Enjoyment of Private Rights

(Shiken no Kyōyū)

Article 1-3. (*Commencement of capacity*)

The enjoyment of private rights shall commence at birth.

Article 2. (*Legal capacity of aliens*)

Aliens shall enjoy private rights, except where prohibited by law, ordinance, or treaty.

\* Amendments have been included in this statute up to and including Law No. 41, 2000.

## SECTION II

## Capacity

(Nōryoku)

Article 3. (*Age of majority*)

Majority is attained at the age of twenty years.

Article 4. (*Capacity of minors*)

1. A minor shall obtain the consent of his legal representative to do any juristic act except an act solely to acquire a right or to be relieved of a duty.

2. An act done in violation of the preceding paragraph is voidable.

Article 5. (*Minor's disposal of property*)

A minor who is given permission by his legal representative to dispose of property for a purpose specified by the latter may freely dispose of the same within the scope of such purpose; a minor may likewise dispose of any property which his legal representative gives him permission to dispose of without specifying any purpose.

Article 6. (*Capacity to carry on business*)

1. A minor who is given permission by his legal representative to carry on one or more kinds of business has the same capacity as a person of the age of majority in so far as such business or businesses are concerned.

2. If, in the case contemplated in the preceding paragraph, there are facts showing the minor still to be incapable of carrying on the business, his legal representative may, in accordance with the provisions of the Book of Relatives (Shinzoku), revoke or restrict said permission.

Article 7. (*Adjudication of commencement of guardianship*)

A person in a condition of habitual inability to make judgments due to mental disturbance may be given, by the family court, an adjudication of commencement of guardianship upon the application of the person himself, his spouse, any relative within the fourth degree of relationship, the person's minor guardian, supervisor of the guardian, curator, supervisor of the curator, adviser, supervisor of the adviser, or a public prosecutor.

Article 8. (*Full-age guarded person and his guardian*)

A person given an adjudication of commencement of guardianship shall be a full-age guarded person and a guardian shall be appointed for him.

*Article 86. (Immovables and movables)*

1. Land and things firmly affixed thereto are immovables.
2. All other things are movables.
3. Obligation-rights payable to bearer shall be deemed to be movables.

*Article 87. (Primary thing and accessory)*

1. If the owner of a primary thing has caused another thing owned by him to pertain to the former thing in order to facilitate the ordinary use of the former thing, the latter thing is an accessory.
2. An accessory follows the disposition of the primary thing.

*Article 88. (Natural fruits and legal fruits)*

1. Products derived from a thing in conformity with the use for which the thing is intended are natural fruits.
2. Money and other things to be received in exchange for the use of a thing are legal fruits.

*Article 89. (Vesting of fruits)*

1. Natural fruits belong to the person who has the right to take them at the time of their severance from the principal thing.
2. Legal fruits shall accrue in proportion to the number of days during which the right to acquire them continuously exists.

**CHAPTER IV****Juristic Acts***Hōritsu Kōi)***SECTION I****General Provisions***(Sōsoku)**Article 90. (The public order and good morals)*

A juristic act whose object is contrary to the public order or good morals is null and void.

*Article 91. (Discretionary provisions and declaration of intention)*

If the parties to a juristic act have declared an intention which deviates from any provision of a law or ordinance not concerned with the public order, such intention shall prevail.

(Rel.34-12/02 Pub.368)

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*Article 92. (Effect of customs)*

If there is a custom deviating from any provisions of a law or ordinance not relating to the public order, such custom shall prevail if the parties to a juristic act are deemed to have intended to be bound by such custom.

**SECTION II****Declarations of Intention***(Ishi-Hyōji)**Article 93. (Mental reservation)*

A declaration of intention shall not be invalidated by the fact that the declarant made it knowing such declaration not to be his true intention; however, such declaration of intention shall be null and void if the other party was aware, or should have been aware, of the true intention of the declarant.

*Article 94. (False declaration of intention)*

1. A false declaration of intention made in collusion with the other party is null and void.
2. The voidness of a declaration of intention referred to in the preceding paragraph may not be set up against a third person who has acted in good faith.

*Article 95. (Mistake)*

A declaration of intention shall be null and void if made under a mistake in regard to any essential element of the juristic act; however, if such mistake was caused by gross negligence on the part of the declarant, the declarant himself may not assert its voidness.

*Article 96. (Fraud or duress)*

1. A declaration of intention induced by fraud or duress is voidable.
2. If a third person has committed fraud inducing a party's declaration of intention to another party, such declaration of intention may be voided only if such other party had knowledge of the fraud.
3. The voidance of a declaration of intention induced by fraud may not be set up against a third party who has acted in good faith.

*Article 97. (Declaration of intention made to a person at a distance)*

1. A declaration of intention made to a person at a distance shall be effective from the time notice of it has reached the other party.
2. The validity of a declaration of intention shall not be affected by the declarant's death or loss of capacity occurring after he has dispatched the notice.

(Rel.34-12/02 Pub.368)

*Article 597. (Borrower's duty to return)*

1. The borrower is obligated to return the thing borrowed at the time fixed by the contract.

2. When the parties have not fixed the time for return, the borrower must return the thing when he has finished making use of and profiting by it according to the purpose fixed in the contract; however, even prior thereto the lender may demand the return at once if a period of time sufficient for using and taking the profits has elapsed.

3. When the parties have not fixed the time for return or the purpose of using and taking profits, the lender may demand the return at any time.

*Article 598. (Borrower's right to remove attached things)*

The borrower may, on restoring the thing borrowed to its original condition, remove things which the borrower has attached thereto.

*Article 599. (Borrower's death)*

A loan for use becomes ineffective upon the death of the borrower.

*Article 600. (Limitation of compensation for damages, etc.)*

Compensation for damages which have arisen from the use of the thing or taking of profits contrary to the main sense of the contract, and the reimbursement of expenses disbursed by the borrower must be demanded within one year from the time the thing borrowed was returned to the lender.

**SECTION VII****Lease****(Chintaishaku)****SUBSECTION I****General Provisions<sup>12</sup>***Article 601. (Lease)*

A lease becomes effective when one of the parties agrees to allow the other party to use a thing and take profits therefrom and the other party agrees to pay rent therefor.

<sup>12</sup> In the case of real estate, leases are governed also by the Land Lease Act (Law No. 49, 1921), the House Lease Act (Law No. 50, 1921) and Building Protection Act (Law No. 40, 1909). These three statutes, designed to protect the lessee's interests in the case of lease of immovables, are often cited in decisions. See Pt. 11, Ch. 5.

*Article 602. (Short-term lease)*

Where a lease is concluded by a person who has no capacity or authority to dispose of the property leased, the duration of the lease shall not exceed the period stated below:

1. Ten years for the lease of a forest for the planting or cutting of trees;
2. Five years for the lease of any other land;
3. Three years for the lease of a building;
4. Six months for the lease of a movable.

*Article 603. (Ibid.—renewal)*

The terms specified in the preceding article may be renewed; however, such renewal must be made at least one year before the maturity of the term in the case of land, three months in the case of buildings, or one month in the case of movables.

*Article 604. (Period)*

1. The period of a lease may not exceed twenty years. If a lease has been made for a longer period, it shall be reduced to twenty years.
2. The period stated in the preceding paragraph may be renewed; however, the renewed period may not exceed twenty years from the time of renewal.

**SUBSECTION II****Effect of Lease***Article 605. (Registered lease of immovable)*

The lease of an immovable, if registered, shall be effective even as against persons who subsequently acquire real rights in such immovable.

*Article 606. (Lessor's liability to repair)*

1. A lessor is obligated to effect all repairs necessary for the use of the thing leased and for the taking of profits therefrom.
2. If a lessor desires to do some act necessary for the preservation of the thing leased, the lessee cannot object thereto.

*Article 607. (Lessor's act of preservation against lessee's will)*

Where the lessor desires to do an act of preservation against the will of the lessee, if the lessee is thereby rendered incapable of attaining the object for which the lease was obtained, the lessee may rescind the contract.

**Article 608. (Necessary expenses and useful expenses)**

1. If a lessee has disbursed any necessary expenses relating to the thing leased which are chargeable to the lessor, the former may demand immediate reimbursement thereof from the latter.

2. If the lessee has disbursed any useful expenses, the lessor shall, in accordance with the provisions of Article 196, paragraph 2, reimburse the same at the time the lease terminates; however, the court may, on the application of the lessor, allow such lessor reasonable time.

**Article 609. (Reduction of profits due to vis major)**

If a person who has leased land for the purpose of taking profits therefrom has by reason of *vis major* received profits which are less than the amount of the rent, such person may demand a reduction of the rent to the amount of such profits; however, this shall not apply to the lease of residential land.

**Article 610. (Ibid.)**

In the case referred to in the preceding article, if the lessee has by reason of *vis major* received profits which are less than the amount of the rent for two or more consecutive years, such lessee may rescind the contract.

**Article 611. (Partial loss of leased thing)**

1. If part of the thing leased has been lost other than by the fault of the lessee, the lessee may demand a reduction of rent in proportion to the part which has been lost.

2. In the case referred to in the preceding paragraph, if the remaining part is not sufficient to enable the lessee to attain the object for which the lease has been made, the lessee may rescind the contract.

**Article 612. (Assignment of lease; sublease)**

1. A lessee may not, without the consent of the lessor, assign his rights or sublease the thing leased.

2. If the lessee allows a third person to use or take profits from the thing leased contrary to the provisions of the preceding paragraph, the lessor may rescind the contract.

**Article 613. (Effect of sublease)**

1. If a lessee has lawfully subleased the thing leased, the sublessee assumes obligatory duties directly to the lessor; in such case, payment of rent in advance to the lessee cannot be set up against the lessor.

2. The provisions of the preceding paragraph shall not prevent the lessor from exercising his rights against the lessee.

**Article 614. (Time for payment of rent)**

Rent shall be paid at the end of each month in the case of a movable, a building, or a building site, and at the end of each year in the case of any other land; however, in the case of a thing which has a harvest season, rent shall be paid without delay upon the close of such season.

**Article 615. (Lessee's duty to notify)**

If the thing leased requires repairs, or if a third person claims a right over it, the lessee must without delay notify the lessor thereof; however, this shall not apply if the lessor is already aware of the fact.

**Article 616. (Application mutatis mutandis of the provisions on loan for use)**

The provisions of Article 594, paragraph 1, Article 597, paragraph 1 and Article 598 shall apply *mutatis mutandis* to a lease.

**SUBSECTION III****Termination of Lease****Article 617. (Notice to terminate)**

1. If no period has been fixed by the parties for a lease, either of the parties may at any time give notice to the other party to terminate the contract; in such case the lease shall come to an end upon the expiration of the following periods of time after such notice has been given:

1. one year in the case of land;
2. three months in the case of a building; and
3. one day in the case of a room for hire or of a movable.

2. In the case of a lease of land which has a harvest season, notice to terminate shall be given after the end of the harvest season and before commencement of the next cultivation.

**Article 618. (Reserved right to terminate)**

Even in the cases where a period has been fixed by the parties to the lease, if one or both of the parties have reserved a right to terminate the contract, the provisions of the preceding article shall apply *mutatis mutandis*.

**Article 619. (Implied renewal)**

1. In the case where the lessee continues to use the thing leased or to take profits therefrom after expiration of the period of the lease, if the lessor fails to raise any objection thereto, notwithstanding that he is aware thereof, such lessor shall be presumed to have given a lease anew on the same terms as those of

however, if such performance was rendered by the obligor by mistake, the obligee must return the benefits derived therefrom.

*Article 707. (Performance by person other than obligor)*

1. In the cases where a person other than the obligor has rendered performance of an obligatory duty by mistake, if the obligee, in good faith, has destroyed documentary evidence or has relinquished any security, or has lost his obligatory right by prescription, the person who has rendered performance may not demand the return of the subject thereof.

2. The provisions of the preceding paragraph shall not prevent the person who has rendered performance from exercising his right to reimbursement against the obligor.

*Article 708. (Performance for illegal cause)*

A person who has rendered performance for any illegal cause may not demand the return of the subject of such performance; however, this shall not apply if such illegal cause existed only as to the person enriched.

## CHAPTER V

### Torts

(*Fuhō kōi*)

*Article 709. (Tort—compensation for damage)*

A person who intentionally or negligently violates the rights of another is obligated to compensate for damages arising therefrom.

*Article 710. (Nonpecuniary damage)*

A person who is liable for damages in accordance with the provisions of the preceding article must compensate therefor even with regard to nonpecuniary damage, irrespective of whether such injury was to the person, liberty or reputation of another or to such person's property rights.

*Article 711. (Damages for death of close relative)*

A person who has caused the death of another is liable for damages to the parents, the spouse and the children of the deceased, even in the cases where no property right of theirs has been violated.

*Article 712. (Liability of minor)*

A minor who has caused damage to another person is not liable for damages for such act if he did not possess sufficient capacity to understand his responsibility for the act.

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*Article 713. (Liability of a mentally unsound person)*

A person who, while in a state where he lacks the capacity to understand his responsibility for his acts due to mental disturbance, has caused damage to another, is not liable for such act; however, this shall not apply if such state was brought on by the person himself, either intentionally or negligently.

*Article 714. (Liability of supervisor of person without capacity)*

1. When a person without capacity is not responsible in accordance with the provisions of the preceding two articles, the person under a legal duty to supervise him is liable for damage inflicted by such person on a third person, unless the person obligated to supervise has not neglected his duty.

2. One who supervises a person without capacity on behalf of the person obligated to supervise is also subject to the responsibility of the preceding paragraph.

*Article 715. (Liability of an employer)*

1. One who employs another person for a certain undertaking is liable for damage caused by such employee to third persons in the execution of such undertaking unless the employer has exercised due care in the selection of the employee and in the supervision over the undertaking, or unless the damages would have arisen even if due care had been exercised.

2. A person who supervises the undertaking on behalf of the employer is also subject to the responsibility of the preceding paragraph.

3. The provisions of the preceding two paragraphs shall not prevent an employer or supervisor from exercising his right to reimbursement from the employees.

*Article 716. (Liability of person ordering work)*

A person who has ordered work is not obligated to compensate for any damage to a third person caused by the contractor in the course of such work; however, this shall not apply if the person who has so ordered was at fault with regard to the order or his instructions.

*Article 717. (Liability for defect in a structure on land)*

1. If any damage has been caused to another person by reason of any defect in the construction or maintenance of a structure on land, the person in possession of the structure shall be liable for damages to the injured party; however, if the person in possession has exercised due care to prevent the occurrence of such damage, compensation for the damage must be made by the owner.

2. The provisions of the preceding paragraph shall apply *mutatis mutandis* in the cases where any defect exists in the planting or supporting bamboo or trees.

(Text continued on page App. 4A-135)

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3. If in the cases referred to in the preceding two paragraphs there exists any other person who is responsible for causing the damage, either the possessor or the owner may exercise against such other person the right of reimbursement.

*Article 718. (Liability of possessor of animal)*

1. The possessor of an animal is liable for any damage caused by it to another person; however, this shall not apply if the owner has kept it with such care as is proper according to the species and nature of the animal.

2. A person who has custody of an animal in place of the possessor shall also assume the responsibility referred to in the preceding paragraph.

*Article 719. (Joint torts)*

1. If two or more persons have by their joint tort caused damage to another, they are jointly and severally liable to compensate for such damage; the same shall apply if it is impossible to ascertain which of the joint participants has caused the damage.

2. Instigators and accomplices are deemed to be joint participants.

*Article 720. (Proper self-defense; necessity)*

1. A person who, in order to protect his own right or that of a third person against a tort of another, unavoidably commits a harmful act, is not liable to compensate for damages; however, this shall not preclude a demand for compensation of damages by the injured party against the person who committed the tort.

2. The provisions of the preceding paragraph shall apply *mutatis mutandis* in the cases where a thing belonging to another is damaged in order to avert an imminent danger which has arisen from such thing.

*Article 721. (Liability regarding unborn child)*

For purposes of the right to demand damages, an unborn child is deemed to have been born.

*Article 722. (Manner of compensation, fault in common)*

1. The provisions of Article 417 shall apply *mutatis mutandis* to the compensation to be made for damages arising from a tort.

2. If there is any fault on the part of the injured party, the court may take such fault into account in assessing the amount of the damages.

*Article 723. (Defamation)*

If a person has defamed another, the court may, on the application of the latter, order the former to take suitable measures for the restoration of the latter's reputation, either in lieu of or together with compensation for damages.

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*Article 724. (Extinctive prescription)*

The right to demand compensation for the damage which has arisen from a tort shall lapse by prescription if not exercised within three years from the time when the injured party or such party's legal representative became aware of such damage and of the identity of the person, who caused it; the same shall apply if twenty years have elapsed from the time when the tort was committed.

[Editor's Note: Book IV (Relatives: Articles 725 to 881) and Book V (Succession: Articles 882 to 1044) are not included.]

## APPENDIX 4D

## Products Liability Act

*Seizoubutsu Sekinin Ho\**

(Law No. 85, 1994)

*Article 1. (Purpose)*

The purpose of this Act is to contribute to the stability and improvement of the national livelihood, the sound development of the national economy and the protection of injured persons by stipulating the liability of producers, or the like for damages arising to a person's life, body or property caused by defective products.

*Article 2. (Definitions)*

1. In this Act, the term "products" means produced or processed movables.

2. In this Act, the term "defects" means that the relevant product lacks the safety it should normally have taking into consideration its characteristics, the normally anticipated method of use, the time of its delivery by producers, or the like, and any other circumstances relating to the relevant product.

3. In this Act, the term "producers, or the like" means a person falling under any of the following items:

- (1) A person who, as a business, produces, processes, or imports the relevant product (hereinafter referred to as a "producer");
- (2) A person who, by putting his or her name, tradename, trademark, or any other representation on the product, presents himself or herself as its producer (hereinafter referred to as "representation of name, or the like"), or a person who makes such a representation concerning

\* Translation assisted by Michelle Tan (Kyoto Comparative Law Center).

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name, or the like, which is misleading as to the identity of the producer;

- (3) Any other person who makes a representation on the relevant product which identifies him or her as being, in essence, the producer, taking into consideration the means of production, processing, importing or distribution of the relevant product, and any other circumstances.

*Article 3. (Products Liability)*

In cases where a product which a producer, or the like produces, processes, imports, or on which he or she makes a representation as to name, etc. under the preceding Article, paragraph 3; items 2 and 3, was delivered and a defect has caused death, injury to a person or property, the producer, or the like is liable to compensate for such damage, provided that this does not apply in cases where such damage has arisen only to the relevant product.

*Article 4. (Exemption)*

In the preceding Article, a producer, or the like is not liable to compensate to damages as stipulated thereunder, if he or she proves one of the following matters:

- (1) That the defect in the relevant product was not able to be discovered according to the state of scientific and technical knowledge at the time of its delivery by the producer, or the like.
- (2) That, in the case where the relevant product is used as a raw material or a component of another product, the defect arose as the result of observing the instructions given by the producer of other product and no fault was attributable to a producer, or the like for its occurrence.

*Article 5. (Limitation of Time)*

1. The right to demand compensation for damage provided for under Article 3 lapses by prescription, if the injured person or his or her legal representatives do not exercise that right within three years from the time of becoming aware of such damage and the

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identity of the person who is liable to compensate for such damage; the same shall apply when ten years have elapsed from the time the producer, or the like delivered the relevant product.

2. With regard to damage caused by a substance that upon accumulation in the human body harms human health, or damage the diagnosis of which appears after the lapse of a latent period, the period of time prescribed under the latter half of the preceding paragraph begins to run from the time of occurrence of such damage.

*Article 6. (Application of Civil Code)*

In addition to the provisions of this Act, those of the Civil Code (Law No.89,1898) apply to the liability of a producer, or the like for damage caused by a defective product..

*Supplementary Provisions*

*(Enforcement date, etc.)*

1. This Act shall come into force from the date which is calculated to be one year from the date of proclamation and shall apply to a product delivered by its producer, etc. after the date of enforcement.-----

*(Partial amendment of the Compensation for Nuclear Damage Act)*

2. The Compensation for Nuclear Damage Act (Law No.147,1961) is partially amended as follows:

“and Shipowners Liability Limitation Act (Law No.94,1975) under Article 4 para.3 reads”, the Shipowners’ Liability Limitation Act (Law No.94,1975) and Products Liability Act (Law No. 85, 1994).

## Selected Provisions from the Liberal Democratic Party's Draft Constitution

Preamble. Japan is a nation with a long history and unique culture, under the Emperor who is a symbol of the unity of the people and which is controlled under a system of separation of the legislative, administrative and judicial powers subject to the sovereignty of the people. . . .

Article 1. The Emperor shall be the head of the State and of the unity of the People, deriving his position from the will of the people with whom resides sovereign power.

Article 9. Section 1. 1. Aspiring sincerely to an international peace based on justice and order, the Japanese people renounce war as a sovereign right of the nation, and refrain from the use of threat and use of force as means of settling international disputes.

2. The preceding paragraph shall not preclude the exercise of right to self-defense.

Section 2. 1. In order to ensure peace and independence of Japan as well as safety of the state and the Japanese people, a National Defense Force shall be maintained under the supreme command of the Prime Minister.

2. The execution of the duties of the National Defense Force as prescribed in the preceding paragraph shall be governed by the approval of the National Diet and other rules and regulations as provided by the law.

3. Aside from activities taken in execution of its duties as prescribed in section (1) of this paragraph, the National Defense Force shall be allowed, as provided by the law, to commit itself to activities taken in cooperation with the international community for the purpose of maintaining international peace and security, activities taken for the purpose of maintaining public order, and/or activities taken for the purpose of protecting the lives and freedom of the Japanese people.

4. Aside from provisions as prescribed in section (2) of this paragraph, matters regarding the organization, governance and confidentiality of the National Defense Force shall be determined by the law.

5. In order to prosecute military service personnel and other public official for the crimes committed pertaining to its execution of duties and/or breach of confidentiality, a tribunal shall be established under the National Defense Force. Upon prosecution, the rights to appeal of the defendant to a higher court must be ensured.

Section 3. In order to preserve its sovereignty and independence, the state must, in cooperation with the Japanese people, commit to preserving territorial integrity of the land, sea, and air, and securing its resources.

Article 12. The freedoms and rights guaranteed to the people by this Constitution shall be maintained by the constant endeavor of the people, who shall refrain from any abuse of

these freedoms and rights and shall be aware that duties and obligations accompany freedoms and rights and shall never violate the public interest and public order.

Article 13. All persons shall be respected as people. Their right to life, liberty, and the pursuit of happiness shall, to the extent that it does not interfere with the public interest and public order, be the supreme consideration in legislation and in other governmental affairs.

Article 20. Section 1. Freedom of religion is guaranteed to all. No religious organization shall receive any privileges from the State.

Section 2. No person shall be compelled to take part in any religious act, celebration, rite or practice.

Section 3. The State, local governments, and other public entities shall refrain from education for a specific religion or any other religious activity, provided, however, that this shall not apply in the case where it does not exceed the boundaries of social rituals or customary acts.

Article 21. Section 1. Freedom of assembly and association as well as speech, press and all other forms of expression are guaranteed.

Section 2. Notwithstanding the foregoing, engaging in activities with the purpose of damaging the public interest or public order, or associating with others for such purposes, shall not be recognized.

Section 3. No censorship shall be maintained, nor shall the secrecy of any means of communication be violated.

Article 89. No public money or other property shall be expended or appropriated for the use, benefit or maintenance of any religious institution or association, or for any charitable, educational or benevolent enterprises not under the control of public authority. However, this shall not apply to cases falling under the proviso to Article 20, Section 3.

Article 100. Section 1. Amendments to this Constitution shall be initiated by the Member of the House of Representatives or the House of Councillors, through a concurring vote of majority of all the members of each House and shall thereupon be submitted to the people for ratification, which shall require the affirmative vote of a majority of all valid ballots cast thereon, at a national referendum as specified by the law.

Section 2. Amendments when so ratified shall immediately be promulgated by the Emperor.