

Globalization and Inequality in China

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Since the 1980s, the problem of income disparity has been escalating in China. In the meantime, globalization, which is symbolized by foreign direct investment, export and import and technology import, has influenced China in every aspect. This paper aims to assess the association between the inequality and globalization. And it focuses on examining whether the increasing of foreign trade and FDI and the technology progress have expanded the inequality. The conclusion suggests that the growing income disparity is all associated with the distribution of foreign trade and FDI, as well as the skill biased technology import in China.

Politics of the Dead in Contemporary Korea

TANAKA Satoru

The aim of this paper is to examine the limit of the possibility of communication with the dead from the study of the institutes for national unity in contemporary Korea. This paper focuses on the history commemoration facilities built in each presidency. There is the "politics of the dead" as a joint of national unity in contemporary Korea, which was democratized in 1987. This paper emphasizes the mutual communication exchanged between the dead and us, rather than the "politics" we apply to the dead.

In Korean society, a large number of the dead who are not commemorated are excluded from historical commemoration memorials, and the dead who are commemorated confronts each other in particular in two kinds of the national graveyards: national cemeteries for democratic uprisings and other national cemeteries. Today the problem in contemporary Korea is not to deny security or democratization. It is how they can build Korean history and society under which the politically excluded dead can be subsumed.

Legal Nature of Planning Travel Contract

HORITAKE Manabu

Planning Travel Contract was founded by the revision on May 27 in 2004 of Travel Agent Act. Planning Travel Contract is classified into the recruitment type and the receiving type. The former is equivalent to Sponsorship Travel of Travel Agent Act before the revision in 2004 and the latter is equivalent to Planning Travel of arrangements with an inclusion charge special provision of it.

There is the provision of Planning Travel Contract in Travel Agent Act, but the Act does not provide the legal nature of Planning Travel Contract and the travel agent's contract liability concerning the damage which has occurred to a traveler based on a flaw of travel service. The contract type does not exist in Civil law and Commercial law either. Therefore it is decided by a construction what the legal nature of Planning Travel Contract is. The contents and the extent of the travel agent's obligation become clear if this legal nature is clarified. Therefore it becomes important to research legal nature theory for a construction of Planning Travel Contract.

There was a controversy concerning the views on the legal nature of Sponsorship Travel Contract under the old law. There was an opinion that the provisions of Mandates shall apply *mutatis mutandis* to Sponsorship Travel Contract. And there was an opinion that the provisions of Contracts for work apply *mutatis mutandis* to it. Further, there was also an opinion that the provisions of Sale apply *mutatis mutandis* to it.

On the other hand court precedents have consistently construed that the provisions of Mandates shall apply *mutatis mutandis* to Sponsorship Travel Contract.

Article 2(1) and (4) of the Travel Agent Act is the definition provision of the Planning Travel Contract. The provision provides that a travel agent will perform an arrangement of travel service based on its own calculation of the cost. The object of the revision is that the service is improved qualitatively if a travel agent shall assume the primary liability about the service which it offers to the tourist. It contributes to the protection of the consumer called the tourist.

In addition, obligations were set forth in Planning Travel Contract exist not only the transfer of the goods but also the management of the itinerary and the other services that a travel agent offers. From this point of view, I think that the obligation of the Planning Travel Contract is to complete the planned travel services (work) such as an offer of the tangible thing and an offer of the service rather than the offer of one article called the travel service.

Therefore, it is understood that the provisions of Contracts for work apply *mutatis mutandis* to Planning Travel Contract.