

Common Topics for Comparative Law (and Comparative Study of Interpretation of Law)

Mr. A owns a piece of land and a building on it in Vietnam/ Cambodia/ Japan. He lives in U.K. and asked Mr. B to manage the land and building. B lent the building to a Company C by concluding a contract of lease. It prescribed that the duration of the lease was 2 years, however, C may cancel the lease contract by noticing 3 months in advance or by paying the rent for 3 months before the term of lease expires. The amount of rent was agreed to be USD 1000 per month that must be paid for one year in advance. C paid USD 12000 to B and B began to possess the building and has been using as its office. After a year and a half has passed, B and C negotiated about the renewal of the contract and they agreed to continue the contract under the same conditions except for the amount of rent which was to be USD 1200 per month.

At around the same time, A sold the land and the building to Company D. C was told from A about it after he agreed to renew the contract with B, but B did not tell it to C. C paid the renewed rent for one year (USD 14400) to B and continued to use the building. After one month had passed since the renewal of the contract, A and D registered the transfer of the title of the land and the building, and D claimed C to vacate the building for D. C told about it to B, but B apologized that he had thought D might agree to lent the building to C. Then B negotiated with D for the renewal of the lease contract, and D agreed to lent the building to C under the same conditions which had been agreed between B and C by receiving the rent for one year (USD 14400) except for keeping USD 4400 for the cost of renewal. D agreed to continue the lease contract with C, however, it claimed that the amount of rent should be USD 1500 and C should perform the additional payment of USD 3600. However, C refused to accept the increase of the amount of rent and continued to negotiate with D, but they could not reach the agreement, and C investigated and found another building which was to be lent under almost the same conditions with the previous lease contract and moved to it by noticing B and D that it canceled the renewed contract after 2 months have passed since the renewal. C wants to claim the repayment of the rest of the rent (USD 12000) which it had paid for one year in advance and the reimbursement of the costs of USD 2000 which it had expensed to investigate and to make the new contract. To whom and for what ground C may be able to claim the repayment and the reimbursement?