

**On the Pre-contractual Duty to Inform in View of the Different Regulatory Gravities
in the Civil Law and Fair Trade Act—Supplementary Comment on Dante Coffee
Cases**

Yang, Hung-Hui*

Abstract

The duty to inform, as a way to improve freedom of decision, has been a major issue in both the Civil Law and the Fair Trade Act recently. The overlap of regulations on this duty in the two laws has resulted in a meaningful division between them, because of the different legal consequences. The two laws also have a close relationship and their inner values can reflect on each other. This article considers that the Civil Law and the Fair Trade Act have their own regulatory missions. The Civil Law lays emphasis on the contract justice and the protection of individual rights, and so the duty to inform focuses on the information relating to the conclusion of the contract and should be determined from a subjective viewpoint. More information is required and a causal link should also be taken into consideration. The Fair Trade Act places emphasis on the order of competition and attaches importance to the public interest, and so the disclosed information is determined from an objective viewpoint and is related to the market and to competition in order to promote a comparison between different offers. Due to the asymmetric information between the franchisor and franchisee, the franchisee should be protected through the disclosure of information by the franchisor. In the course of the preparation and negotiation in relation to the franchise contract, both the Civil Law and the Fair Trade Act will apply. This article, through discussing judgments of the civil court and administrative court on Dante Coffee, reviews the different regulatory values in the

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* Yang, Hung-Hui, Assistant Professor, Department of Law, National Chung Cheng University; Ph. D., College of Law, National Chengchi University.

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