Unfair business practice offenses include the following.[23]

- Resale price maintenance involves fixing prices at artificial levels. Although the Japanese courts have condemned unequivocally this practice, there is a lack of recent litigation.[24] It is unclear whether the rigid standard still prevails.

- Exclusive dealing can take the form of a downstream firm requiring an upstream firm to sell it all of its output, or an upstream firm requiring a downstream firm to buy only its output.[25] Firms often use rebates to ensure exclusive dealing. Japanese courts presume illegality when the rebates are large or increasingly large or when their method of calculation is unclear.

- Abuse of dominant position occurs if upstream or downstream firms exert coercive influence over other firms regarding the non-price terms of a transaction.[26]

- Refusal to deal is an unfair business practice only if it is the result of two or more firms in collusion or actions taken by a market-dominating firm.[27] It is generally accompanied by other anticompetitive acts.

The Anti-Monopoly Law is obviously not limited to the relationships between financial institutions and non-financial firms. Those relations are subject to the same constraints as any other inter-corporate relations in Japan. The unique restriction on Japanese financial institutions concerns their right to each hold only 5% of the equity (10% in the case of insurance companies) of other firms.

[23] For a more complete discussion of unfair business practices in Japan and how they influence trade, see I.P. Sharma and P. Thomson, *Competition and Trade Policy Interface: Some Issues in Vertical Restraints*, Policy Staff Paper No. 94/11, Department of Foreign Affairs and International Trade Canada, Ottawa, forthcoming.

[24] For a list of cases and FTC decisions dating from 1966 to 1975, see E. Razin, *op. cit.*, p. 392. There have been no major court findings since 1975.

[25] FTC Notification Number 15 describes the illegal forms of exclusive dealing.

[26] FTC Notification Number 15 describes abuses of dominant position.

[27] FTC Notification Number 15 defines refusal to deal.