Date	September 25, 2003	Court	Tokyo High Court
Case number	2003 (Ne) 1107		

– A case in which the appellee filed an action against the appellants to seek a declaratory judgment to affirm that the appellee holds the moral rights of authors and copyrights for a TV animation program titled "Chōjikū Yousai Makurosu" (Super Dimension Fortress Macross)" based on an allegation that the appellee holds the copyrights and moral rights of authors for said TV animation program, and the court affirmed that the appellee holds the copyrights by finding that the appellee is the "producer of a cinematographic work," who is "the person that takes the initiative and has the responsibility" for said TV animation program.

References: Article 2, paragraph (1), item (x), Article 15, paragraph (1), Article 16 and Article 29, paragraph (1) of the Copyright Act

Number of related rights, etc.:

Summary of the Judgment

Regarding the animation film titled "Chōjikū Yousai Makurosu" (Super Dimension Fortress Macross)" (the "TV Animation Program"), the appellee, who is an animation production company, principally claimed that the appellee obtained moral rights of authors and a copyright under Article 15, paragraph (1) of the Copyright Act and alternatively claimed that the appellee obtained a copyright under Article 29, paragraph (1) of the Copyright Act. The appellee filed this action against the appellants, including a company incorporated for businesses such as planning, to seek a declaratory judgment to affirm that the appellee holds the moral rights of authors and copyrights for the TV Animation Program.

In the judgment in prior instance, the court held that the appellee cannot be considered to have obtained moral rights of authors and a copyright for the TV Animation Program under Article 15, paragraph (1) of the Copyright Act but upheld that the appellee has obtained a copyright for the TV Animation Program under Article 29, paragraph (1) of the Copyright Act.

In this judgment, the court made the following determinations and dismissed the appellants' appeal by finding that the appellee, who is the producer of the cinematographic work, holds the copyright, etc. under Article 29, paragraph (1) of the Copyright Act.

i. Article 29 of the Copyright Act was established based on an understanding that a "producer of a cinematographic work" is a film company or production company in the theatrical film industry and that it would be reasonable to establish such provision in

consideration of the facts that [a] there had been a business practice of allowing the producer of a cinematographic work to exercise a copyright for the exploitation of the work under an agreement concluded between the producer of a cinematographic work and the author, [b] a cinematographic work is a type of work that is unique in that the producer of a cinematographic work has to invest a huge amount of money for production costs, produce the work, and make it public through corporate activities, and [c] in the case of a film, there are a large number of people who could be regarded as authors of the film, but if all of them are permitted to exercise their copyrights, it would hinder smooth distribution of the film in the market.

ii. "The person that takes the initiative and has the responsibility for a cinematographic work" (Article 2, paragraph (1), item (x) of the Copyright Act) should be interpreted, based on the wording of said provision and the legislative purpose mentioned in i. above, to be a person who has the intention to produce a cinematographic work, has legal rights and obligations for the production of said work, and, consequently, has the economic liability for the revenue and expenditure related to the production of said work.

iii According to various factors including the content of the agreement concluded between the appellee, the appellee can be considered to have the intention to produce the TV Animation Program and have legal obligations for the production of the TV Animation Program to the broadcaster, and, as an entity legally responsible for the production of the TV Animation Program, calculates the revenue and expenditure related to the production. Therefore, the appellee can be found to be a "producer of a cinematographic work," who is "the person that takes the initiative and has the responsibility for a cinematographic work."

Judgment rendered on September 25,2003

2003 (Ne) 1107 Case of Appeal of Seeking Declaratory Judgment for Copyright, etc.

(Court of prior instance: Tokyo District Court 2001 (Wa) 6447)

Date of conclusion of oral argument: September 25, 2003

Judgment

Appellant: Studio Nue Co. Ltd.

Appellant: BigWest Inc.

Appellee: Tatsunoko Production Co., Ltd.

Main text

1. All of the appeals shall be dismissed.

2. The court costs for this instance shall be borne by the appellants.

Facts and reasons

No. 1 Judicial decision sought by the parties

1. Appellants

(1) The judgment in prior instance with respect to the part for which the appellants lost the case shall be revoked.

(2) The appellee's claims with regard to the aforementioned part shall be dismissed.

2. Appellee

The same as the main text.

No. 2 Outlines of the case

Appellant Studio Nue Co. Ltd. ("Appellant Studio Nue") is a planning company engaged in public relations, accounting work, media relations, etc. on behalf of writers, painters, cartoonists, etc.

Appellant BigWest Inc. ("Appellant BigWest") is a company engaged in the planning, production, etc. of advertisement films, etc., for TV and radio.

The appellee is an animation production company that has been producing and publicizing animation programs such as "Uchū Ēsu," "Mahha GoGoGo," "Ora Guzura dado," "Hakushon Daimaou," "Konchū Monogatari Minashigo Hacchi," "Kagaku Ninjatai Gacchaman" since around 1965.

Regarding the animation film titled "Chōjikū Yousai Makurosu" (Super Dimension Fortress Macross) specified in 1 to 36 of the attached List of Episodes (the "TV Animation Program"), the appellee primarily claimed that the appellee obtained moral rights of authors and a copyright under Article 15, paragraph (1) of the Copyright Act and secondarily claimed that the appellee obtained a copyright under Article 29, paragraph (1) of the Copyright Act. The appellee sought against the appellants, who refused to accept these claims and alleged that they own moral rights of authors and a

copyright for the TV Animation Program, [i] a declaratory judgment that the appellee owns moral rights of authors and a copyright for the TV Animation Program and [ii] a court order that the appellants shall not interfere with the appellee's act of making on-screen presentation of the TV Animation Program to the public.

The judgment in prior instance dismissed the principal claim by holding that the appellee cannot be considered to have obtained moral rights of authors and a copyright for the TV Animation Program under Article 15, paragraph (1) of the Copyright Act but accepted the alternative claim by holding that the appellee has obtained a copyright for the TV Animation Program under Article 29, paragraph (1) of the Copyright Act. The court accepted the appellee's claim for a declaratory judgment to the extent that the appellee owns a copyright for the TV Animation Program (excluding moral rights of authors) and dismissed the appellee's claim for a declaratory judgment concerning moral rights of authors. Furthermore, regarding the appellee's claim for an injunction against the appellants' act of interference, the court dismissed said claim by holding that the appellants cannot be considered to have committed an act of interfering with the appellee's act of exercising the copyright.

Dissatisfied with the judgment in prior instance that accepted the appellee's claim for a declaratory judgment concerning a copyright (excluding moral rights of authors), the appellants filed this appeal.

(omitted)

No. 3 Court Decision

This court upheld the judgment in prior instance in the respect that the appellee's claim for a declaratory judgment concerning a copyright (excluding moral rights of authors) is well grounded on the following grounds and also on the grounds specified in the section titled "Facts and reasons," "No. 3 Court decision" ("No. 3" should have been correctly stated as "No. 4"), which are cited below.

1. Outline of the court determination stated in the judgment in prior instance

Article 16 of the Copyright Act specifies that "The author of a cinematographic work is the person that makes a creative contribution to the overall shaping of the work through responsibility for its production, direction, staging, filming, art direction, etc., other than the author of a novel, scenario, music, or other work that is adapted into or reproduced in the cinematographic work."

Article 29, paragraph (1) of the Copyright Act specifies that "If the author of a cinematographic work (excluding a cinematographic work to which the provisions of

Article 15, paragraph (1), the next paragraph, or paragraph (3) of this Article apply) has promised the producer of the cinematographic work that the author will participate in its making, the copyright to that cinematographic work belongs to the producer of the cinematographic work."

Article 2, paragraph (1), item (x) of said Act defines a "producer of a cinematographic work" as "the person that takes the initiative and has the responsibility for a cinematographic work."

The judgment in prior instance found that [i] in the case of the TV Animation Program, the appellee should be regarded as a "producer of a cinematographic work," who is "the person that takes the initiative and has the responsibility for a cinematographic work" and [ii] E ("E"), who played the role of general director, contributed to the overall production of the TV Animation Program in a creative manner and promised his/her participation in the production of the TV Animation Program to the appellee, which was a "producer of a cinematographic work." Based on these findings, the court of prior instance determined that the appellee obtained a copyright for the TV Animation Program under Article 29, paragraph (1) of the Copyright Act.

2. Issue as to whether the appellee can be regarded as a "producer of a cinematographic work"

The appellants alleged that there in an error in the aforementioned determination of the court of prior instance that the appellee is a "producer of a cinematographic work," who "takes the initiative and has the responsibility for a cinematographic work."

(1) Article 29 of the Copyright Act specifying that "copyright" (excluding moral rights of authors) for a cinematographic work belongs to a "producer of a cinematographic work" was established based on the understanding that a "producer of a cinematographic work" is a film company or production company in the theatrical film industry and that it was considered to be reasonable to establish such provision in consideration of the facts that [i] there had been a business practice of allowing the producer of a cinematographic work to exercise a copyright for the work under an agreement concluded between the producer of a cinematographic work and the author, [ii] a cinematographic work is a type of work that is unique in that the producer of a cinematographic work has to invest a huge amount of money for production costs, produce the work, and make it public through corporate activities, and [iii] in the case of a film, although there are a large number of people who could be regarded as authors of the film, if all of them are permitted to exercise their copyrights it would hinder smooth distribution of the film in the market (the fact of which this court takes judicial notice).

While a "producer of a cinematographic work" is defined as "the person that takes

the initiative and has the responsibility for a cinematographic work" (Article 2, paragraph (1), item (x) of the Copyright Act), it should be interpreted, based on the wording of said provision and the aforementioned legislative purpose of Article 29 of the Copyright Act, that a "producer of a cinematographic work" is a person who has the intention of producing a cinematographic work, has legal rights and obligations for the production of said work, and, consequently, has the economic liability for the revenue and expenditure related to the production of said work.

(2) The appellee concluded an agreement dated September 30, 1982, with Mainichi Broadcasting System, Inc. ("Mainichi Broadcasting"), which is a broadcaster, concerning the production and broadcasting of the 1st to 21st episodes of the TV Animation Program (Exhibit Ko 2) and also concluded a similar agreement dated March 10, 1983, concerning the production and broadcasting of the 22nd to 36th episodes thereof (Exhibit Ko 3).

A. "Y (Note of the judgment: the appellee; hereinafter the same) shall produce 21 episodes for 30 minutes each in the form of 16 mm color talkie films ("Film") on the condition that Y shall respect the opinions of X (Note of the judgment: Mainichi Broadcasting; hereinafter the same) about the scripts, role casting, and music for the purpose of broadcasting and shall let X examine the script and rush film in advance." (Article 1)

B. "X obtains the right to broadcast the Film in Japan through TV broadcasting (including selling it to other broadcasters) ("broadcast")." (Article 2, paragraph (1))

C. "X shall pay Y 5.5 million yen per episode of the Film and shall pay the amount calculated based on the number of episodes delivered from Y by the 20th day of each month by the payment due date of the 15th day of the following month." (Article 3)

D. "The schedule for delivery of the Film from Y to X and the payment from X to Y is as follows." (Article 4)

Month	Number of episodes
September 1982	2
October 1982	4
November 1982	4
December 1982	4
January 1983	3
February 1983	3
March 1983	1

E. "The film is scheduled to be broadcast on a weekly basis from the first week of October 1982.

According to the schedule specified in the preceding Article, Y shall deliver to X one print for each episode of the Film at least 10 days prior to the broadcasting date." (Article 5, paragraphs (1) and (2))

F. "Y shall be responsible and liable for all of the procedures related to the copyrights and other rights of the director, voice actors, etc. for the production and broadcasting of the Film and the on-screen presentation thereof specified in the preceding Article." (Article 8)

G. "If either X or Y violates the Agreement, the other party may terminate the Agreement after sending a notification to the violating party and demand compensation for the damage caused by the termination.

If Y's violation of the Agreement specified in the preceding paragraph made X's broadcast prescribed in Article 5, paragraph (1) impossible, Y shall be liable for payment of damages to X as specified in the preceding paragraph." (Article 15, paragraphs (1) and (2))

(3) According to the production agreement found above, it is clear that Mainichi Broadcasting is obliged to pay the appellee 5.5 million yen per episode for the production costs of the TV Animation Program, that the appellee is obliged to produce and deliver episodes of the TV Animation Program to Mainichi Broadcasting by the specified due dates, and that, if the appellee violates said obligation, the appellee shall pay damages.

According to Exhibits Ko 7 and 8 and the entire import of the oral argument, it can be found that, since starting to participate in the production of the TV Animation Program, the appellee has been paying compensation to AnimeFriend, Appellant Studio Nue, ARTLAND, etc. for their production activities (to any party other than AnimeFriend, payments were made through AnimeFriend).

On these grounds, the appellee can be considered to have the intention to produce the TV Animation Program and have a legal liability for the production of the TV Animation Program to Mainichi Broadcasting, and, as an entity legally responsible for the production of the TV Animation Program, calculates the revenue and expenditure related to the production. Therefore, the appellee can be found to be a "producer of a cinematographic work," who is "the person that takes the initiative and has the responsibility for a cinematographic work."

3. Allegation of the appellants

(1) Allegation concerning an "entity in charge of production"

On the grounds that P, who is the former representative of Appellant BigWest, led the production of the TV Animation Program by raising funds for the production cost thereof, securing a broadcasting time slot, and choosing an animation production company, the appellants alleged that Appellant BigWest is an "entity in charge of production" and should therefore be considered to be a "producer of a cinematographic work."

However, as mentioned above, whether a certain party can be regarded as an "entity in charge of production" of the TV Animation Program should be determined based on whether said party has the intention of production, and whether said party can be found to have legal rights and obligations for the production itself, and consequently have the economic liability for the revenue and expenditure related to the production itself. It would be meaningless to argue whether a certain party can be regarded as an "entity in charge of production" without taking the aforementioned points into consideration.

(2) Allegation concerning "initiative"

Regarding "initiative," the appellants alleged that Appellant BigWest can be considered to have taken the initiative in producing the TV Animation Program in response to a proposal from Appellant Studio Nue, because Appellant BigWest made great efforts to solicit sponsors, secure a broadcasting time slot, and requested participation of the appellee in the animation production and that the appellee simply "participated" in the production process as an animation production company.

According to the aforementioned facts found in the citation from the judgment in prior instance (the "facts found and cited above"), as alleged by the appellants, Appellant BigWest made great efforts, in response to a proposal from Appellant Studio Nue, to solicit sponsors, secure a broadcasting time slot, and requested participation of the appellee in the animation production in order to produce the TV Animation Program. Therefore, it was Appellant Studio Nue or Appellant BigWest that first planned the production of the TV Animation Program.

However, there are no reasons to adopt the interpretation that a party would be considered to have taken the "initiative" in the production of the film only in the case where the party independently planned and proposed the film. It would be reasonable to recognize "initiative" even in the case where the party formed the intention to produce the film only after receiving a proposal from a third party. Although the appellee is not the first one to plan the production of the TV Animation Program, it can be said that, upon proposal from Appellant BigWest, the appellee concluded the aforementioned agreement with Mainichi Broadcasting, which specifies that the appellee is obliged to produce the TV Animation Program, and formed the intention to produce the TV

Animation Program. In this sense, it is clear that the appellee took the "initiative" in the production of the TV Animation Program.

The appellants alleged that the TV Animation Program was produced and distributed based on the agreement concluded between Appellant BigWest and Mainichi Broadcasting and that the agreement between the appellee and Mainichi Broadcasting merely exists within this basic framework. However, even when all the evidence is examined, there is no document that can provide grounds to interpret that Appellant BigWest concluded an agreement with Mainichi Broadcasting concerning the production and distribution of the TV Animation Program.

Therefore, the appellants' allegation is unacceptable.

(3) Liability

According to the facts found and cited above and Exhibit Otsu 37, it can be found that, based on the memorandum concluded between Appellant BigWest and Mainichi Broadcasting concerning radio and TV advertisements and broadcasting (Exhibit Otsu 37), Appellant BigWest is liable to pay 48 million yen per month (42,757,400 yen calculated by deducting, from the aforementioned amount, 5,242,600 yen as a commission paid to Appellant BigWest) as a broadcasting fee (production cost, broadcast frequency charge, microwave circuit charge) at the end of the month following the month in which the TV Animation Program is broadcast during the broadcasting period of the TV Animation Program, that, as security money for the aforementioned payment, Appellant BigWest paid 50 million yen to Mainichi Broadcasting, that, while Appellant BigWest planned to pay the aforementioned broadcasting fee by using a part of the advertisement fees collected from the advertisers (sponsors), Appellant BigWest was liable to pay the aforementioned broadcasting fee to Mainichi Broadcasting regardless of whether Appellant BigWest was able to collect the advertisement fees from advertisers or not, and that, based on the production agreement concluded between Mainichi Broadcasting and the appellee, Mainichi Broadcasting was obliged to pay the appellee 5.5 million yen per episode for production cost of the TV Animation Program in the month following the month in which the episode was delivered.

Based on the aforementioned facts, the appellants alleged that whether a certain person can be regarded as a "person who has the responsibility for a cinematographic work" should be determined based on who is liable for paying for the production of the cinematographic work in substance and that, since Appellant BigWest, not the appellee, paid for the production of the TV Animation Program in substance, Appellant BigWest should be considered to be a "producer of a cinematographic work," who owns a

copyright for the TV Animation Program.

In view of the facts mentioned above, it can be said that Appellant BigWest planned to collect advertisement fees from advertisers and pay Mainichi Broadcasting 42,757,400 yen as a broadcasting fee by using a part of the collected advertisement fees and that Mainichi Broadcasting planned to pay the appellee 5.5 million yen for the production cost by using a part of the broadcasting fee paid by Appellant BigWest.

However, the aforementioned payment plan merely explains how Mainichi Broadcasting was going to acquire money to make a payment to the appellee and has nothing to do with the legal status of the appellee or the appellants in connection with the production of the TV Animation Program. Regardless of whether the aforementioned relationship exists between Mainichi Broadcasting and Appellant BigWest or not, it would have no influence on the fact that the appellee was liable to produce the TV Animation Program as its responsibility and deliver it to Mainichi Broadcasting and was entitled to receive a payment for the production cost from Mainichi Broadcasting (for example, regardless of the existence or nonexistence of the aforementioned relationship, the appellee would be held liable to pay the production cost, the damages to Mainichi Broadcasting, if it failed to produce the TV Animation Program, or the loss caused by non-payment from Mainichi Broadcasting. Appellant BigWest is not liable for any of the aforementioned payments).

Appellant BigWest alleged that Appellant BigWest was liable to pay for the production of the TV Animation Program in substance on the grounds that Appellant BigWest was liable to pay a broadcasting fee to Mainichi Broadcasting even if Appellant BigWest could not receive advertisement fees from the advertisers and that Appellant BigWest shouldered the risk of paying the broadcasting fee by providing security money. However, even if Appellant BigWest has shouldered such risk, it would only contribute to the successful conclusion of an agreement between Mainichi Broadcasting and the appellee, but would not affect, in any way, the status of the appellee or the status of Appellant BigWest in connection with the production of the TV Animation Program.

The appellants alleged that, even if the TV Animation Program is not broadcast after the production thereof, Appellant BigWest promised to ultimately shoulder the production cost that had been already paid by the appellee. However, none of the materials submitted to this case provide sufficient evidence to prove that such promise of shouldering the cost was really made.

The appellants alleged that, if the logic presented by the court of prior instance is adopted, the entity in charge of production that contracts out the actual work of

production to a third party would be always required to pay advance money in order to obtain a copyright. However, the judgment in prior instance clearly shows that the court of prior instance did not find the appellee as a "producer of a cinematographic work" just because the appellee shouldered the production cost without receiving any advance money. Thus, the allegation of the appellants cannot be considered to have been made based on the correct understanding of the judgment in prior instance.

Therefore, any of the allegations of the appellants is unacceptable.

(4) The appellants alleged that Appellant BigWest should be considered to be the copyright owner of the TV Animation Program on the grounds that the memorandum (Exhibit Ko 4), which was concluded between the appellants and appellee concerning the ownership of various rights for TV Animation Program and the allocation of the profits generated from the exercise of those rights, specifies that Appellant BigWest shall receive a considerable portion of the profits from exercising the merchandising right in the domestic market and the repeat sale of the program ([i] regarding the merchandising right, Appellant BigWest is entitled to the commission as well as 30% of the remaining amount, the appellee is entitled to 33%, Appellant Studio Nue is entitled to 12%, and Mainichi Broadcasting is entitled to 25%; [ii] regarding publications, Appellant BigWest is entitled to 30%, the appellee is entitled to 40%, and Appellant Studio Nue is entitled to 30%; regarding the publications targeted at junior high school students or older, Appellant BigWest is entitled to 30%, the appellee is entitled to 30%, and Appellant Studio Nue is entitled to 40%; [iii] regarding various rights for music, Appellant BigWest is entitled to 40%, and the appellee is entitled to 60%; [iv] regarding the repeat sale of the program in the domestic market, Appellant BigWest is entitled to 50%, and the appellee is entitled to 50%).

However, it is clear that the aforementioned agreement does not specify the ownership of a copyright for the TV Animation Program. As explained above, it is evident that, while Appellant BigWest and the appellee were entitled to receive almost the same proportion of profits from the exercise of the merchandising right, it merely indicates that Appellant BigWest played an important role in the production and broadcasting of the TV Animation Program, but does not necessarily indicate that Appellant BigWest should be regarded as the entity that has legal rights and obligations for the production of the TV Animation Program.

(5) In sum, the appellants alleged that it was Appellant BigWest that picked up the plan of Appellant Studio Nue, negotiated with advertisers with the intention of producing the TV Animation Program, obtained their promise to pay advertisement fees, negotiated with Mainichi Broadcasting and obtained its promise to broadcast the TV Animation

Program, concluded an agreement to the effect that Appellant BigWest would be liable to pay a broadcasting fee to Mainichi Broadcasting, and provided Mainichi Broadcasting with security money to guarantee the fulfillment of Appellant BigWest's obligation to pay a broadcasting fee and that the aforementioned series of acts led to the conclusion of the production agreement between the appellee and Mainichi Broadcasting and the completion of the production and broadcasting of the TV Animation Program, and therefore that Appellant BigWest, which played such an important role, should be considered to be the owner of a copyright for the TV Animation Program.

As alleged by the appellants, Appellant BigWest played an important role in the completion of the production and broadcasting of the TV Animation Program. However, as mentioned above, it can be said that whether a certain person can be regarded as a "producer of a cinematographic work," i.e., the owner of a copyright for the work, "who has the responsibility for a cinematographic work" should be determined based on whether said person can be regarded as the entity that has legal rights and obligations for the production of the TV Animation Program and consequently the economic liability for the revenue and expenditure related to the production itself. It should be concluded that the entity that has such legal rights and obligations is the appellee, which has concluded the production agreement, and that Appellant BigWest cannot be considered to be the entity that has legal rights and obligations for the production of the TV Animation Program. There is no choice but to find that the role that Appellant BigWest played in the course of production and broadcasting of the TV Animation Program is, from the perspective of the relationship with the entity responsible for the production of the TV Animation Program, merely a temporary one that ended upon conclusion of the production agreement that finalized the decision to produce the TV Animation Program and designated the appellee as the entity responsible for the production of the TV Animation Program. In conclusion, Appellant BigWest cannot be considered to be the producer of a cinematographic work responsible for the production of the work after the conclusion of the production agreement.

No. 4 Conclusion

As described above, since the judgment in prior instance, which accepted the appellee's claim for a declaratory judgment concerning the appellee's copyright (excluding moral rights of author) is reasonable, all of the appeals shall be dismissed. Articles 67, 61, and 65 of the Code of Civil Procedure shall apply to the payment of court costs for this instance. The judgment shall be rendered in the form of the main text.

Tokyo High Court, 6th Civil Division

Presiding judge: YAMASHITA Kazuaki

Judge: ABE Masayuki

Judge: TAKASE Yoshihisa

(Attachment)

List of Episodes

Animation "Chōjikū Yousai Makurosu" (Super Dimension Fortress Macross)

1	Episode 1	Būbī Torappu (Booby Trap)
2	Episode 2	Kaunto Daun (Countdown)
3	Episode 3	Supēsu Fōrudo (Space Fold)
4	Episode 4	Rin Minmei (Lynn Minmay)
5	Episode 5	Toransu Fōmeishon (Transformation)
6	Episode 6	Daidarosu Atakku (Daedalus Attack)
7	Episode 7	Baibai Marusu (Bye Bye Mars)
8	Episode 8	Rongesuto Bāsudei (Longest Birthday)
9	Episode 9	Misu Makurosu (Miss Macross)
10	Episode10	Buraindo Gēmu (Blind Game)
11	Episode 11	Fāsuto Kontakuto (First Contact)
12	Episode 12	Biggu Esukēpu (Big Escape)
13	Episode 13	Burū Uindo (Blue Wind)
14	Episode 14	Gurōbaru Repōto (Global Report)
15	Episode 15	Chaina Taun (China Town)
16	Episode 16	Kanfū Dandī (Kung-fu Dandy)
17	Episode 17	Fantazumu (Phantasm)
18	Episode 18	Pain Salada (Pine Salad)
19	Episode 19	Bāsuto Pointo (Burst Point)
20	Episode 20	Paradaisu Rosuto (Paradise Lost)
21	Episode 21	Mikuro Kosumosu (Micro Cosmos)
22	Episode 22	Rabu Konsāto (Love Concert)
23	Episode 23	Doroppu Auto (Drop Out)
24	Episode 24	Gubbai Gāru (Good-bye Girl)
25	Episode 25	Bājin Rōdo (Virgin Road)
26	Episode 26	Messenjā (Messenger)
27	Episode 27	Ai wa Nagareru (Love Flows by)
28	Episode 28	Mai Arubamu (My Album)

29 Episode 29 Ronrī Songu (Lonely Song)
30 Episode 30 Biba Maria (Viva Maria)
31 Episode 31 Satan Dōru (Satan's Dolls)
32 Episode 32 Burōkun Hāto (Broken Heart)
33 Episode 33 Reinī Naito (Rainy Night)
34 Episode 34 Puraibēto Taimu (Private Time)
35 Episode 35 Romanesuku (Romanesque)
36 Episode 36 Yasashisa Sayonara (Farewell to Tenderness)