

قانون مدنی ایران بانگلیسی (۱۴)

(14) Iranian Civil Code

SUBSECTION 3

ON THE ENGAGEMENT OF THE DEPOSITOR

Article 633.

The depositor must give to the trustee the expenses which he has incurred in the preservation of the thing deposited.

Article 634.

If the return of the thing deposited necessitates any expenditure, the depositor must pay.

section 10

ON LOAN

Article 635.

A loan is a contract whereby one of the parties gives the other party permission to derive profit, gratis, from a thing belonging to the former. The person who gives is called the loaner (mu'ir) and the person who receives is called the borrower (musta'ir).

Article 636.

The loaner, in addition to having capacity, must be the owner of the profits of the things which he gives on loan, even though he be not the owner of the thing itself.

Article 637.

Any thing which is capable of yielding a profit while continuing its own existence unchanged is capable of being loaned.

The profit which is envisaged in a loan is profit which is lawful and reasonable.

Article 638.

A loan is revocable contract, and is cancelled by the death of either of the parties.

Article 639.

If the thing loaned possesses defects which cause loss to the borrower, the loaner will not be responsible for the losses incurred unless he is regarded as the causer of the defect by local custom.

The same rule also applies in the case of depositor or a lessor, etc.

Article 640.

The borrower is not a guarantor as to the destruction or the depreciation of the thing loaned, unless in case of waste or excessive use.

Article 641.

The borrower is not responsible for a defect arising from using the thing loaned, unless he has used the thing in a way not permitted; or, if the loan was unconditional, if he has used it in a way not in accordance with common usage.

Article 642.

If a condition of guaranty has been imposed on the borrower, he will be responsible for any loss or defect, even though that loss or defect be not related to any act of his.

Article 643.

If the borrower has also had to furnish guaranty for defects resulting from usage in general, he will be a guarantor for these defects too.

Article 644.

In a loan of gold or silver, whether coined or not, the borrower is a guarantor even if he has not been subjected to a guaranty, and even if there has been no waste or excessive use.

Article 645.

In the return of the thing loaned the provisions of Articles 624 and 626 up to 630 must be observed.

Article 646.

The expenditure necessary for deriving a profit from the thing loaned is the responsibility of the borrower, and the expenses of up keep of the thing follow the rules of common usage and custom, except as provided in special agreements.

Article 647.

The borrower cannot in any circumstances has over the thing loaned to the possession of another, except with the permission of the lender.

SECTION 11

ON LOANS

Article 648.

A loan (qarz) signifies a contract whereby one of the two parties surrenders to the ownership of the other party a definite portion of his property, so that the other party may return to him what is equivalent thereto in respect of quantity, kind, and description, and if that party declines to give back the equivalent, he gives the price of the same on the day of payment.

Article 649.

If a thing which is the subject of a loan, after being handed over, is destroyed or becomes defective, the loss is to be made good from the property of the borrower.

Article 650.

The debtor must return a thing similar to the thing he has received, even though it may have appreciated or depreciated.

Article 651.

If a specified period be appointed for the payment of the debt, in binding form, the lender cannot claim the settlement of his loan before the expiry of the term.

Article 652.

At the time of the lender's claim for payment, a judge arranges for a delay or for payment by instalments on behalf of the debtor, according to the circumstances.

Article 653.

The debtor can give a power of attorney to the lender, in binding form, providing that during the time that the debt is incumbent upon him, the lender may transfer to himself, from the property of the debtor, a specified quantity of things gratis every month or every year.

SECTION 12

ON GAMBLING AND BETTING

Article 654.

Gambling and betting are void transactions and no action based on them will lie. The same rule applies to all engagements which arise out of illegal transactions.

Article 655.

Betting is permitted in races of riding animals, in shooting matches and in fencing, the provisions of the foregoing article do not apply to them.

SECTION 13
ON AGENCY
SUBSECTION 1
ON GENERAL CONSIDERATIONS

Article 656.

An agency is a contract whereby one of the parties appoints the other as his representative for the accomplishment of some matter.

Article 657.

An agency does not enter in to force until the agent accepts the agency .

Article 658.

An agency comes into being, whether by way of proposal or acceptance, by any word or act which indicates an agency.

Article 659.

An agency may be either gratis or in return for a wage.

Article 660.

An agency canan be a general nature, and for the whole of the affairs of the principal, or conditional, or for a certain matter or matters.

Article 661.

If the agency is a general one, it will be concerned only with the administration of the property of the principal.

Article 662.

An agency must not be given except for a matter which the principal himself is entitled to engage in; and the agent must be a person who has the capacity to execute that matter.

Article 663.

An agent cannot execute a matter which is outside the limits of his authority.

Article 664.

An agent in a trial (i.e. an attorney) is not an agent empowered to receive what is due, unless he is proved to be so; similarly an agent appointed to collect something to which his principal is entitled will not be an attorney in a dispute.

Article 665.

An agent in a sale is not an agent for the receipt of the purchase-price, unless there is indisputable proof thereof.

SUBSECTION 2

ON THE ENGAGEMENTS OF THE AGENT

Article 666.

If the principal suffers loss owing to the fault of the agent, and if the agent is by common law considered to be the cause of loss, he will be responsible.

Article 667.

The agent must, in his negotiations and investigations, bear in mind the interests of his principal, and must not exceed the limits of the authority which the principal has explicitly given him, nor the authority which is given him by custom and usage in accordance with precedent.

Article 668.

The agent must give to his principal an account of the time of his agency, and must give up to him that which he has received for his principal.

whatever, unless he expressly or impliedly permits the irregular actions of agent.

Article 675.

The principal must pay the whole of the expenditure incurred by the agent in the execution of his agency, and also the remuneration of the agent, unless other arrangements have been made in the contract of agency.

Article 676.

The agency fee of the agent will be in accordance with the agreement between the two parties; and if there has been no agreement relating to the agency fee or its size, it will be in accordance with local law and custom; if there is no recognised custom, the agent is entitled to a reasonable compensation.

Article 677.

If it is not expressly stated in the contract of agency whether the agency is gratis or for a fee, the presumption is that it was for a fee.

SUBSECTION 4

ON THE VARIOUS WAYS OF ENDING AN AGENCY

Article 678.

An agency can be dissolved in the following ways;-

1. By dismissal by the principal.
2. By resignation of the agent.
3. By the death or insanity of the principal or the agent.

Article 679.

The principal can, whenever he desires, dismiss the agent, unless a condition has been made in the course of an obligatory contract as the agency of the agent or the impossibility of his dismissal.

Article 669.

If two or more agents are appointed for the execution of one matter, no one of these agents may participate in that matter without the other or others; unless each of them has an independent agency; in that case each one of them can singly do the work.

Article 670.

If two persons are agents in association with one another, and one of them dies, the agency of the other becomes void.

Article 671.

An agency for a certain matter involves an agency for the preliminaries and essential preparations for that matter, unless it be expressly stated that the agency does not apply to them.

Article 672.

An agent in a matter may not give an agency to any one else in that matter, unless he is expressly or impliedly an agent entitled to select a sub-agent.

Article 673.

If an agent who is not entitled to appoint a sub-agent hands over to a third person the execution of the matter for which he has the agency, both the agent and the third person will be responsible to the principal for the losses which they are considered to have caused.

SUBSECTION 3

ON THE ENGAGEMENTS OF THE PRINCIPAL

Article 674.

The principal must execute all the engagements which the agent, within the limits of his powers, has undertaken.

In respect of that which has been done outside the limits of the powers of the agent, the principal will be under no obligation

Article 680.

Everything which the agent has done before the news of his dismissal reaches him, in the limits of his powers, is valid.

Article 681.

After the agent has resigned, he may continue to take steps in pursuance of the agency as long as it is evident that the principal continues to give his permission.

Article 682.

The fact that the principal becomes a ward annuls the agency except in respect of things in which wardship does not impede there being an agency; similarly, the wardship of the agent annuls the agency, except where wardship does not impede the steps necessary for the agency.

Article 683.

If the substance of the agency disappears, or the principal performs himself that he assigned to the agent to do, or in a general way does that which is contrary to the agency of the agent, as for example if he sells himself that for which he gave an agency for agent to sell, the agency is void.