

قانون مدنی ایران با انگلیسی (۱۱)

(11) Iranian Civil Code

SUBSECTION 2. ON THE HIRE OF ANIMALS

Article 507.

In the hiring of animals, the specification of the profit depends on either the specification of the period of hire, or the description of the distance and the place to which the rider or the goods have to be transported.

Article 508.

In cases where the profit becomes known through the description of the period of hire, the specification of the rider or the load is not necessary; but the hirer cannot transport more than the customary quantity: and if the profits should be specified in the description of the distance and the place, the specification of the rider or the load is necessary.

Article 509.

In the hire of animals it is possible to make a condition that if the proprietor does not transport the load to its destination in a specified time, a specified sum shall be deducted from the hire.

Article 510.

In the hire of animals it is not necessary that the thing hired should be a particular animal; the specification of the species of animal will be sufficient.

Article 511.

An animal which is the subject of hire must be used for the definite purpose which the two parties intended; therefore an animal which was hired for cannot be used for the transport of loads.

SUBSECTION 3. ON THE HIRE OF PERSONS

Article 512.

In the hire of persons, the person who hires is called "musta'jir" (hirer) and the person who becomes the subject of the hire is called "ajir" (hireling); and the price of hire is called "ujrat" (wages).

Article 513.

The principal divisions of contracts of hire of persons are the following:-

- 1- The hiring of servants and workers of all kinds.
- 2- Contracts for the employment of persons who contract for the carriage of goods, whether by land or sea or air.

(1) On the hiring of servants and workers..

Article 514.

A servant or a worker may not become a wage-earner (ajir) except for a specified period or for the execution of a certain matter.

Article 515.

If a person becomes a wage-earner without the specification of the termination of the period, the period of hire will be limited to the period in accordance with which the hire is specified; therefore, if the hire of the wage-earner is laid down as a certain sum per day, per week, per month, or per year, the period of hire will be limited to one day or one week, or one month or one year, and after the expiry of the said period the hire will cease to have effect; but if the wage-earner after the expiry of the period of his hire, continues to work and the proprietor keeps him, the wage earner, in view of the mutual engagement, is entitled to hire at the same rate as that which was laid down during the time of the hire between him and the proprietor.

(2) On contracts of carriage.

Article 516.

Contracts for carriage whether by land or sea or air, involve the same engagements in regard to the protection and the care of

the things entrusted to the carrier as those laid down for contracts of bailment; therefore, if excessive usage or abuse takes place, (that person) shall be responsible for the destruction or the damage to the thing who received the thing for transporting; and this responsibility shall attach to him from the date of delivery of the things.

Article 517.

The dispositions of Article 509 shall also be applicable to carriers of goods.

CHAPTER III. SECTION 5

ON CONTRACTS FOR AGRICULTURAL AND HARVESTING PURPOSES

SUBSECTION 1. ON CONTRACTS FOR AGRICULTURAL PURPOSES

(MUZARA'EH)

Article 518.

A *muzára'eh* is a contract in virtue of which one of the two parties gives to the other a piece of land for a specified time so that he shall cultivate it and divide the proceeds.

Article 519.

In a contract of *muzára'eh* the share of each one of the cultivators and agents must be specified by way of undivided shares, as for instance a quarter, or a third, or a half, etc., and if the share is specified in any other way the rules to a *muzára'eh* shall not apply.

Article 520.

In a *muzára'eh* it is lawful to make a condition that one of the two parties should give to the other party some other thing in addition to the shar from the produce.

Article 521.

In a contract of *muzára'eh* it is possible that each one of the agents of production and the seed should belong to the culti

vator or to the agent; in that case the undivided shares of each of the two parties shall be determined in accordance with an agreement or with local custom.

Article 522.

In a contract of *muzára'eh* it is not necessary that the possessor of the land should be the proprietor; but it is necessary that he should be the proprietor of the profits of the land, or that in some other manner, such as by way of guardianship (*viláyat*) etc., he has the right of possession of the land.

Article 523.

The land which is the subject of *muzára'eh* must be capable of being cultivated in the way desired, although it may need working or water; and if the cultivation of the lands demands operations which at the time of the contract the agent was ignorant of, such as the construction of a water-channel, or of a well etc., he will have the right of cancellation of the transaction.

Article 524.

The kind of cultivation must be specified in the contract of *musára'eh*, unless it is known from local custom, or unless the contract was for cultivation in a general sense; in the latter case, the agent will be entitled to choose the kind of cultivation which he prefers.

Article 525.

The contract of *muzára'eh* is a binding (*lázim*) contract.

Article 526.

Either the agents or the possessor may, in case of deceit, cancel the contract.

Article 527.

If, owing to the loss of water or other causes of this nature, the land becomes unworthy of cultivation and it is impossible to remove the cause of this defect, the contract of *muzára'eh* is cancelled.

Article 528.

If a third person, before the land which is the subject of a *muzára'eh* is delivered to the agent, seizes the land, the agent has an option of cancellation: but if he seizes the land after delivery he has no right of cancellation.

Article 529.

A contract of *muzára'eh* will not be void owing to the death of the parties or of one of them, unless a condition has been made that the agent should supervise the work himself; in that case the contract is cancelled when he dies.

Article 530.

If a person has a life interest in the profits of a property and has given that property for development under a *muzára'eh*, the contract of *muzára'eh* will be cancelled by his death.

Article 531.

After the appearance of the harvest resulting from the cultivation, the agent becomes the owner of his share from that harvest.

Article 532.

If, in the contract of *muzára'eh* it is laid down that the whole of the harvest shall belong to the cultivator alone or to the agent alone, the contract is void.

Article 533.

If a contract of *muzára'eh* for some reason becomes void, the whole of the harvest becomes the property of the owner of the seed, and the other party, who was the owner of the land or of the water or of the labour, is entitled to a reasonable compensation in proportion to that which he owned.

If the seed was shared between the cultivator and the agent, the harvest and the compensation will also be divided among them in the same proportions as the seed was owned.

Article 534.

If the agent, during the course of the work, or at the beginning, abandons it, and if there is no one to carry out the work in his place, the judge, at the demand of the possessor, compels the agent to fulfil the work, or else continues the work at the expense of the agent; and if this is impossible the possessor has the right of cancellation.

Article 535.

If the agent does not cultivate, and the period comes to an end, the possessor is entitled to a reasonable compensation.

Article 536.

If the agent does not use proper care in cultivation, and the harvest becomes less owing to this fact, or any other loss results for the possessor, the agent will become the guarantor for the difference.

Article 537.

If, in the contract of *muzára'eh*, it is laid down that a particular thing has to be cultivated, and the agent cultivates something else, the *muzára'eh* is void and the provisions of Article 533 shall be applied.

Article 538.

If the *muzára'eh* is cancelled during the period previous to the appearance of the harvest belongs to the owner of the seed, and the other party will be entitled to a reasonable compensation.

Article 539.

If the *muzára'eh* is cancelled after the appearance of the harvest, both the possessor and the agent share the harvest in proportion to the arrangement between them; but from the date of the cancellation, up to the gathering of the harvest, each of them will be entitled to a reasonable compensation for the land, the work, and the implements belonging to him, payable from the proportional share of the other party.

Article 540.

If the period of the *muzára'eh* comes to an end and it happens that the harvest is not ripe the possessor has the right to destroy the harvest, or to let it be, after receiving a reasonable compensation.

Article 541.

The agent may take a wage-earner for the cultivation, or take a partner; but the consent of the possessor is necessary for transferring the responsibility of the transaction or the surrender of the land to another person,

Article 542.

The land tax (*kharáj*) is the responsibility of the proprietor, unless the contrary is stipulated in the agreement; the rest of the expenses of the land depend upon the agreement of the two parties, or on custom.