

It is, therefore, in this spirit of cooperation and modesty that we the delegation from Iran have come all the way from the other side of the world to offer our services to the great cause for which this association is organized.

We who come from lands where not long ago conditions have come about under which security of law is enjoyed, feel deep in our hearts the true value of our profession and the true effects of the values it stands to preserve.

We therefore, are prepared to devote more time and effort in the service required by this organization and with the help of our benevolent monarch, we hope to be host to its members in on of the conferences in near future. Our recent social and legal developments indeed warrant this visit."



A short report of the International Bar Association Meeting in Mexico City.

Sept. 5, 1964

International Bar Association (IBA), met for its tenth by-annual meeting in Mexice City From July 26 to 31, 1964.

Iranian Bar Association was represented in this Conference by one Councilor, Mr. Abbass Naragi, who automatically becomes a vice president of the Organization and three Conferees as follows:

Dr. Mehdi Maleki, Dr. Habib-Olah Moazami, and Dr. Abolbashar Farmanfarmaian all attorneys practicing law in Tehran.

In the last meeting of the Cocouncil of the Organization Mr. Abbass Naragi Councilor from Iran requested and was granted recognition to say a few words on the death of late Mr. Sarshar, who had represented the Iranian Bar Association in the Organization for many years. The text of the statement by Mr. Naragi appears below.

The Council stood in one minute silence in memory of services of late Mahmoud Sarshar, the Iranian Councilor, and at the end the invitation by Mr. Naragi extended to the Council received an active consideration and was added to the two other possibilities namely Manila at Philipin and Paris, France.

Mr. Chairman, Dear Councilors:

The special request to say a few words on behalf of the Iranian delegation was mainly to have an opportunity to recall here in this - distinguished gathering the services of our late coleague Mahmoud Sarshar.

Excepting the first and the founding meeting Mr. Sarshar represented us in all conferences of International Bar Association and served as a vice - president of this organization for many years.

Mr. Sarshar devoted the later part of his life in a selfless effort to bring about among his countryment and his colleague an understanding and appreciation of the work of all international institutions and particularly of International Bar Association.

It is after he has left us for eever that we in Iran have completely realized the degree of his devotion and our duty to carry on the tradition he established on the same path he paved.

a contract of obligation, any one of the partners may withdraw whenever he wishes.

Article 587

The partnership will be dissolved in one of the following ways:-

1. On a share-out.
2. If the whole of the property of the partnership is destroyed.

Article 588

In the following cases the partners are not authorised to operate with the jointly owned property:-

1. On the expiry of the period of authority, or on withdrawal if that is possible.
2. On the death of one of the partners, or when one of the partners becomes subject to restraint.

ral partners, in such a way that each one of them is independently permitted to act, each one of them may singly perform the acts which are necessary for administration of the partnership.

Article 580

If it has been agreed among the partners that one of the directors may not act without another, the director who acts alone and has no written authorisation from the other partners, will be a guarantor in relation to the partners, even if it is at that moment impossible for other partners to intervene in the administration.

Article 581

The operations of each of the partners who act outside their authority or without authority are *ji'ala* (voidable) and come under the provisions relating to voidable transactions.

Article 582

A partner who without authority or outside the limits of his authority operates in connexion with property of the partnership is a guarantor.

Article 583

Each one of the partners may, without the consent of the other partners, transfer to a third person the whole or a part of his share.

Article 584

A partner who has possession of property belonging to the partnership is in the position of a trustee (*amin*) and will not be a guarantor in respect of the destruction or damage of that property, except in cases of waste or excessive use.

Article 585

A partner who acts without authority is responsible to the persons with whom he has traded, and claimants have the right to refer to him only.

Article 586

If no period is specified for the partnership in the text of

Article 572

A partnership is either voluntary or compulsory.

Article 573

A voluntary partnership arises either from any form of contract or from the acts of the partners, such as when they combine together voluntarily, or when they accept a property in undivided shares as the result of the acts of certain persons, and in similar ways.

Article 574

A compulsory partnership is the combination of the rights of proprietors arising out of their association with one another, or from inheritance.

Article 575

Each one of the partners, in proportion to his share, shares in the profits and losses, except where one or more persons, in consideration of their services, are allotted greater shares.

Article 576

The method of administration of the joint property will depend upon the conditions laid down between the partners.

Article 577

A partner who in the contract of partnership is permitted to administer the property of the partnership is entitled to perform any act which is necessary for the administration, and will in no case be responsible for losses suffered as the result of his actions.

Article 578

The partners may always withdraw their permission unless their permission has been given under an obligatory contract; in that case, as long as the partnership lasts they have no right of withdrawal.

Article 579

If the administration of the partnership is the duty of seve-

Article 566

If, in a *ji'ala* the act has several parts, each one of which was intended from the outset by the rewarder, and the *ji'ala* is cancelled, the agent will be entitled to the price agreed upon in proportion to the acts which he has done, whether the cancellation shall come from the side of the rewarder or from that of the agent himself.

Article 567

The agent will become entitled to the reward when he hands over the thing which was the subject of the *ji'ala* or when he executes the service in question.

Article 568

If more than one agent perform the act in partnership, each one of them, in proportion to the work he has done, will be entitled to a share of the reward.

Article 569

A thing which has become the subject of a *ji'ala* is an article of trust in the hand of the agent from the time that he takes charge of it until the time that the agent gives it back to the rewarder.

Article 570

A *ji'ala* relating to an unlawful act, or to an act which is not in consonance with reason, is void.

CHAPTER III**SECTION 8. SUBSECTION ONE****ON THE RULES APPERTAINING TO PARTNERSHIPS****Article 571**

A partnership is defined as the combination of the rights of several proprietors in one single thing by way of undivided shares.

Article 560

Except as provided before above, bailments are subject to the conditions and arrangements laid down by the two parties in their contract.

CHAPTER III**SECTION 7****ON REWARDS (JI'ALA)****Article 561**

A *ji'ala* or contract of reward is defined as the engagement of person to pay a known recompense, in return for an act, whether the other party is specified or not.

Article 562

In a contract of *ji'ala* the person who engages himself is called the (rewarder) the other party who does the act is called the '*amil* (agent) and the reward paid is called the *jal'* (reward).

Article 563

In a *ji'ala* the specification of the reward in all particulars is not necessary; therefore, if a person engages himself to give to whoever finds an article of his which he has lost a specified undivided share in it, the *ji'ala* is in proper form.

Article 564

In a *ji'ala* in addition to the fact that it is not necessary to specify the agent, it is also possible that the act shall also be unspecified and the circumstances of the act not known.

Article 565

A *ji'ala* is a permissive engagement, and until the act has not been finished, each of the two parties can withdraw; but if the rewarder withdraws during the course of the act, he must pay to the agent a reasonable compensation for his act.

which may seem to him appropriate; but common practice must be observed in respect of the kind of trade.

Article 554

The bailee may not make a contract of bailment with the same capital, or transfer it to another, without the permission of the proprietor.

Article 555

The bailee must perform acts which, in respect of that kind of trade, are in conformity with common practice and the custom of the place and the time; but if he himself performs acts which must, according to common practice, be performed by wage-earners, he will not be entitled to a wage for them.

Article 556

The bailee is in the position of the receiver of a deposit, not of a guarantor of the sum given to him; except in cases of excessive use or waste.

Article 557

If a person gives a possession for the purposes of trade, and makes a condition that the whole of the profits belong to the owner, the transaction shall not be accounted a *muzárabeh* (bailment); and the agent shall be entitled to a reasonable compensation, unless it is proved that the agent has executed the work gratuitously.

Article 558

If a condition has been made that the bailee is the guarantor of the capital, or that losses resulting from the trade are not to be borne by the owner, the transaction is void, unless a binding condition has been made that the bailee shall hand over gratuitously to the owner from his own property the amount of loss or destruction suffered.

Article 559

In current accounts or deposit accounts it is possible that the rules of bailments should apply, regard being paid to the condition mentioned in the last part of the previous article; and interest on the bailment may be entered in these accounts.

Article 547

The capital must be a sum in cash.

Article 548

The share of each of the parties, proprietor and bailee, in the profits must be an aliquot part of the whole, such as a quarter or a third, etc.

Article 549

The shares mentioned in the previous article must be specified in the contract of bailment, unless in accordance with custom they are separately known, and the fact that they are not mentioned in the contract arises from that reason.

Article 550

A contract of bailment is a permissive one (i.e. it can be rescinded at any time).

Article 551

A contract of bailment may be cancelled owing to any of the following reasons:-

1. In case of the death, lunacy or mental incapacity of one of the parties.
2. In case the proprietor becomes destitute.
3. In case the whole of the capital and its profits disappear.
4. In case the trade which the parties envisaged becomes impossible.

Article 552

If in a contract of bailment a definite period be laid down for trading, the specifying of the period does not make the contract binding (lázim), but after the expiry of the period the bailee may not make any transaction except with the renewed consent of the proprietor.

Article 553

If the contract of bailment is a general one, i.e. no special form of trade is laid down, the bailee can perform any transaction

قانون مدنی ایران بانگلیسی (۱۲)

(12) Iranian Civil Code

SUBSECTION 2

ON CONTRACTS FOR HARVESTING AGAINST A SHARE

IN THE PRODUCE (MUSAQAT)

Article 543

By a contract for irrigational purposes (*musáqát*) is meant a transaction which takes place between an owner of trees and similar things and an agent, in return for a specified undivided share of the produce; the word 'produce' includes fruit, leaves, flowers, etc.

Article 544

In a case where the contract of *musáqát* is void or is cancelled, the whole of the produce is the property of the owner, and the agent will have the right to a reasonable compensation.

Article 545

The dispositions relating to *muzárá'eh* mentioned in the previous subsection will also apply to contracts of *musáqát* except that the agent cannot, without the permission of the owner, hand over the transaction to someone else or enter into partnership with some one else.

SECTION VI

ON BAILMENTS (MUZARABEH)

Article 546

A bailment (*muzárabeh*) is a contract in virtue of which one of the contracting parties gives over some capital with the stipulation that the other party employs it in commerce, and shares the profits arising therefrom. The owner of the capital is called the proprietor (*málik*) and his agent is the bailee (*muzárib*).