

has a lien on his principal, a commission agent has a lien on his principal's goods, or the amount realized therefrom.

Article 372.

If it is not possible to sell the goods, or if the principal has cancelled the order to sell, or the goods have been left an unreasonable time with the commission agent, the latter may sell them at auction under the authority of the local public prosecutor or his representative. When the principal is neither present nor represented in the place, the sale takes place in his absence or in the absence of his representative.

However, an official notice of the sale shall previously be served on him, unless the goods are of a perishable nature.

Article 373.

If a commission agent is empowered to buy or sell goods, bonds or other securities quoted on the stock exchange or the market, he may, unless ordered to the contrary by his principal, himself deliver as seller the goods he was empowered to sell.

Article 374.

In the cases provided for by the preceding article, the the stock exchange or in the market on the day he executes the contract and he has the right to charge his usual expenses and commissions

Article 375.

In cases where a commission agent may himself contract as buyer or seller, he is considered to be the other contracting party should he inform his principal of the contract without disclosing the other party.

Article 376.

A commission agent can no longer act as a buyer or seller, if the principal has cancelled his order, and if the cancellation has reached the commission agent before the latter has sent notice of the completion of the order.

Article 367.

A commission agent is not answerable for payment, or for the execution of other contracts by third parties, unless he has personally guaranteed them, or has granted them credit without being authorized to do so, or unless he is considered liable by commercial practice.

Article 368.

Necessary expenses incurred by a commission agent, for the conclusion of a contract in the interest of the principal, as well as advances made in the latter's interest, must be repaid, both capital and interest.

A commission agent can also charge his principal with the cost of warehousing and freight.

Article 369.

A commission agent is only entitled to commission when the contract is executed or when non-execution of the contract is due to the principal.

In respect of business not completed for other causes, a commission agent will be entitled to commission for his service, in accordance with the commercial practice of particular market.

Article 370.

A commission agent has no right to commission if he has acted in bad faith, particularly if he has charged a higher price than at which he bought, or a lower one than that at which he actually sold the goods.

In addition, the principal can hold the commission agent himself liable as buyer or seller.

NOTE: The above regulations will not prevent the infliction of the penalties prescribed for abuse of confidence.

Article 371.

For sums due to him by his principal, a commission agent

obvious damage the commission agent must, in order to retain the right of recourse, against the carrier, have the damage surveyed by the proper authorities, see that the goods are suitably stored and take the necessary steps to inform his principal without delay.

He will be answerable for any damage arising from his neglect to do so.

Article 362.

When it is likely that goods sent to be sold on commission may deteriorate quickly a commission agent is bound to offer them for sale immediately if his principal's interests demand it, on informing the public prosecutor or his substitute in the town where the goods are stored.

Article 363.

If a commission agent sells goods at a figure lower than the minimum fixed by the principal he is liable for the balance, unless he prove that by so doing he has avoided further loss and that he was unable to obtain the principal's authority in time.

Article 364.

If a commission agent is at fault, he must indemnify his principal for all damage resulting from the disregard of his principal's orders.

Article 365.

If a commission agent buys goods at a lower price, or sells them at a higher price than fixed the principal, he cannot profit by the difference but must put it into the latter's credit.

Article 366.

A commission agent acts at his own risk if he sells on credit or pays any cash in advance.

However, if the sale on credit is customary in accordance with the commercial practice of the place concerned, it will be considered valid in the absence of instructions to the contrary from the principal.

(c). The nature of the transaction;

(d). The conditions of the transaction, mentioning whether the goods are to be delivered immediately, or within a given time.

(e). The price to be paid for the goods, stating whether it is to be paid immediately or within a given time, if payment is to be in cash or in goods or by a bill of exchange, and if by bill then whether the bill is to be drawn at sight or as usance;

(f). The signature of both the contracting parties in conformity with the provisions contained in regulations of the ministry of justice.

The broker's register is subject to all the regulations prescribed for commercial books.

BOOK 7.

COMMISSION AGENT (FACTOR)

Article 357.

A commission agent is one who undertakes business in his own name, on behalf of a principal, for a commission.

Article 358.

Except as provided otherwise in the following articles, the law of agency will apply to such contracts.

Article 356.

A commission agent must keep his principal informed of the progress of the business, and particularly inform him without delay of the execution of the commission.

Article 360.

A commission agent must insure the good relating to the contract only if the principal has instructed him to do so.

Article 361.

When the goods sent on commission to be sold have suffered

Article 351.

If it has been agreed that the broker's expenses shall be paid to him, he must be paid in full even if the business has fallen through.

This regulation also applies when it is the local commercial practice to pay expenses incurred by the broker.

Article 352.

If the contract is cancelled, either by the mutual consent of them or for a legal cause, the broker does not lose his right to brokerage, provided that he is not responsible for cancellation.

Article 353.

No brokerage is payable on transactions which are prohibited.

Article 354.

Except when otherwise agreed, brokerage is to be charged to the principal.

Article 355.

Brokerage shall be fixed by special agreement. In the absence of an agreement, the court shall fix it, consulting experts and considering the exigencies of the place, time, and the nature of the transaction.

CHAPTER 3.**REGISTER.****Article 356.**

Every broker is obliged to keep a register and to enter therein all transactions entered into by his agency, with the following:

- (a). The name of the contracting parties;
- (b). The subject matter of the transaction;

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CHAPTER 2.

BROKERAGE AND EXPENSES.

Article 348.

The broker is only entitled to brokerage when business has been done through his agency or under his direction.

Article 349.

If the broker, contrary to the interests of his principal, acts in the interest of the other contracting party, or if contrary to local trade customs and usage he received from the said party any sum or promise of any sum, he shall lose his rights to brokerage and reimbursement for his expenses.

He shall moreover be liable to the penalty enjoined for breach of trust.

Article 350.

When business has been undertaken forward, brokerage is due only after fulfilment of the contract.