

Article 398.

A commercial representative cannot without the authority of the firm appoint a substitute to manage the business of the firm.

Article 399.

The dismissal of a commercial representative whose authority has been registered and published, must also be registered and published according to the regulations of the Ministry of Justice, otherwise the power of attorney is still in force so far as third parties are concerned who are unaware of its cancellation.

Article 400.

The authority of a commercial agent is not revoked by the death, or insanity, or incapacitation of the head of the firm.

The dissolution of a firm, however, involved the revocation of the powers granted to a commercial agent.

Article 401.

The procuration of other persons representing a firm or a branch of the firm is subject to the general law governing agency.

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The sale may be prevented by payment of all expenses and sums claimed for the goods or if this sum be deposited with the Court.

Article 393.

Proceedings for damages against the carrier are barred after one year. The period of limitation begins to run in cases of destruction, loss or delayed delivery from the day when delivery should have been made, and in case of damage, from the day goods have been delivered to the consignee.

Article 394.

Carriage by post is not subjected to the present regulations.

BOOK 9.

ATTORNEYS AND OTHER COMMERCIAL REPRESENTATIVES.

Article 395.

A commercial representative is a person appointed by the head of a business firm as his substitute to transact all business on behalf of the firm or one of its branches and whose signature binds the firm.

The appointment may be made in writing or implied.

Article 396.

Any limitation of the powers of a commercial representative is null and void as regards third parties who were unaware of it.

Article 397.

A commercial procurator may be given to several persons jointly, mentioning the fact that the firm shall only be bound by their joint signature. However, this limitation is void against third parties who are unaware of it unless it has been registered and Published in accordance with the regulations of the Ministry of Justice.

Article 388.

The carrier is liable for all loss or damage during carriage whether incurred by him personally or by another carrier employed by him.

It is obvious, nevertheless, that in this last case, the right of the carrier to sue whoever he has entrusted with the carriage of the goods is unaffected.

Article 389.

The carrier is obligated to inform the consignee as soon as the goods have arrived.

Article 390.

When the consignee queries the amount of expenses and other sums claimed by carrier, he may insist on delivery of the goods only if he deposits with the court the amount in dispute, pending the hearing of the case.

Article 391.

When goods are accepted without reservation and the cost of carriage is paid, no proceedings may be started against the carrier, except for fraud or serious error. But the carrier remain liable for non-apparent damage if the consignee gives notice of damage within the time limit allowed for examination of the goods as laid down in the contract of carriage and if he informs the carrier as soon as he has ascertained the damage.

This information must, in any case, be given at the latest within eight days following delivery of the goods.

Article 392.

Every time there is litigation between the carrier and the consignee, the competent Court of the district may, if requested to do so by one of the parties, or sold if needs be.

In the latter case the sale must only take place when a pro per survey of the goods has been made.

Article 384.

When the goods are refused by the consignee, or when the expenses and charges incurred on them are unpaid, or when the consignee is absent, the carrier must notify the consignor and keep the goods temporarily in a warehouse or store them with a third party. In any case, the consignor will be liable for all charges and the goods will be held at his own risk. If the consignor or the consignee does not take delivery of the goods within a reasonable time, the carrier may sell them in conformity with Article 362.

Article 385.

If the goods are liable to deteriorate rapidly or if their estimated value does not cover the charges to which they are liable, the carrier must without delay bring the fact to the knowledge of the public prosecutor of the place or his representative, and proceed under his control with the sale of the goods.

The consignor and the consignee, shall, as far as possible, be informed that the goods are to be sold.

Article 386.

If the goods have perished or are lost, the carrier is responsible for their value, unless he can prove that the loss or destruction resulted either from inherent vice in the goods, or from a mistake of the consignor or consignee, or from instruction given by one of them, or from an act of God.

By agreement the parties may fix the amount of damages at a higher or lower figure than the actual value of the goods.

Article 387.

The carrier also remains responsible, within the limitations of the preceding article, for all damages resulting from delivery, deterioration, or damage to the goods.

Except by agreement of the parties, the said damages cannot exceed the indemnity to be paid in the event of total loss of the goods.

of any precious articles. The consignor will be liable for any damage resulting from failure to give the above particulars or from giving inaccurate particulars.

Article 380.

The consignor must see that the goods are packed properly and he is liable for any damage resulting from faulty packing.

Article 381.

The carrier is answerable for damaged if the packing is obviously defective and he accepted the good without reservation.

Article 382.

The consignor may retake the goods as long as they are in the hands of the carrier, by paying the latter's expenses and any loss he has suffered.

Article 383.

In the following cases, the consignor cannot avail himself of the right mentioned in Article 382 to retake the goods:-

- (a) When a way bill has been prepared by the consignor, and delivered to the consignee by the carrier;
- (b) When the consignor cannot return the receipt he has received from the carrier;
- (c) When the carrier has informed the consignee that the goods have reached their destination and that he must take delivery of them;
- (d) When the consignee, after the goods have reached their destination, has asked for delivery.

In the foregoing cases the carrier must carry out the consignee's instructions. However, when the carrier has given a receipt to the consignor he is not bound to follow the instructions of the consignee as long as the goods have not reached their destination, save when a notice of arrival has been delivered to the consignee.

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BOOK 8.

CARRIAGE.

Article 377.

A carrier is a person who undertakes as his particular business the carriage of goods for hire.

Article 378.

A contract of carriage is subject to the law of agency except for cases mentioned hereafter.

Article 379.

The consignor must give the carrier the following particulars:-

The exact address of the consignee, the place where the goods are to be delivered, the number of bales or packages and kind of packing, their weight and contents, the time limit for delivery, the route by which the goods are to be despatched, and the value