

REVIEWS CONCEPT AND THE LEGAL NATURE OF THIRD ACT COMMITMENT TO WITH COMPARATIVE STUDY IRAN ON THE RIGHTS AND COMMON-LAW LEGAL SYSTEM

ShahrzadPashaee¹

Abstract

A commitment to action is the third person in accordance with a separate agreement, or stipulation, a commitment that third party action (either physical or legal) to do. Legislator below M 234 gh. The definition of current condition, without a legal entity due to the provisions mentioned his name, and it is considered correct and valid without the legal nature of the works and explain its provisions. Some types of contracts from the third act of commitment to pry known professors and others referred to it as a commitment to the detriment of third parties under the general title "have the effect of contracts to third parties debate. Here, after a review of the obligation to determine the third action to "remove conditions of contract" and expressed its foundations, we prove that legal entity is not specific in nature and an exception to the principle of relativity of contracts is not. As well as the legal authority and differences in the validity or invalidity of the doors of the great jurists saw some other obligation it possible, in some cases it properly canceled and others have been considered. In contrast, the common-law legal system, in some cases several rules in order to clarify the obligation of the third act of the same legal entity established in some cases confused Which was addressed to the extent possible, as well as in French law, legislation With the 1120 BC to the legal authority it is considered valid.

¹Department of law, Azarbaijanesharghi Science and ResearchBranch, Islamic Azad University, Tabriz, Iran.

Keywords

Committed: the person who committed the act or the current lack of legal obligation, whether material or not.

Third party, who had no role whatsoever in the contract and the parties without his involvement, his action did not personally committed without intention to make a commitment to have him.

A commitment: to action third person pursuant to a separate agreement or stipulation to be committed, third party actions (both material and legal) do.

Introduction

the third commitment to or as some of the professors commitment to loss in third under the general contracts works third persons or as it contracts as one of the kinds ,This doubt in the mind of that commitment is to be third among one of the few exceptions in relative enthrone-ment of the contract and will be considered a as in commitment to the benefit of third row, contracts and collective contracts ?If the answer positive okay then we are faced with a contract is exceptional and it must be the nature of legal and conditions and it from this viewpoint are discussed and examined. But with a little consideration and the concept of the nature of this legal institution it can be as one of the contracts that many of the provisions of and works related to it based on the rules of the public considerable expertise that is, in this case, third commitment to action among the few exceptions to the principle of relativity of contracts.

Necessity and importance of the issue

Among jurists about commitment to third verb there is disagreement, some of them publishing it in impossible she was married to consider and some also include such a condition as a cause of the transaction, for they believe that include such a condition is dependent on chance. Some people an impossible condition possible to contract cancellation for practical obligation provided against it was that it is clear to do unable. Some other scholars between the two ABOUT believes in. The third verb or verbs that is essentially nothing to do with the conditional is not against this and lacked a third verb is rational or the verbs that provided against this has the right. Some other condition being basically possible for health and condition unwittingly enough basic conditions and health conditions are sufficient for the accuracy.

In the 234 BC, although the terms Iran the rights issue (condition present) has been raised and of the obligation to determine the third act, which (condition the contract) and expression elements and review the action if one of the parties that (provided the) upon (contingent on) the condition if one of the parties to the action verb third-party conditions and if the condition is one of the dealers. Other third-party if the current condition is not considered to be separate, in which case it is possible to obtain different results.

History

The background and history of the subject in graduate and a background that the verdict was wrong court in mind the writer created caused to study the issue on religion to pay later to refer to civil rights books was to several pages that one of the professors of rights) The universals of this institution deals with legal books in other civil rights issue considerable that the provisions of and its conditions to clear there is no, it is interesting that to the extent that the writer is any problem whether an independent article or the end letter MA or PhD in the subject had been done. To refer to the Jurisprudence books I found he extends the terms of the third verb condition and to a brief discussions allocated it to discomfit some respect and some had it correct and valid.

After that to refer to the civil rights books France French lawyers that a contract in the name of Fort port have to a large extent with a pledge to third verb in Iran rights is similar and contrary to human rights Iran more discussions to allocated it and dark that made clear.

Research planning justification

A commitment to action for the first time third in the expert I won and the questions in my mind a lot, I was going to as ma around my research until later in the case to a subject I faced and that one of the branches. T. A. T. commitment to change to a piece of land usage To read industrial agriculture by commitment to impossible and wrong and primitive by the court based on the condemnation to read payment obligation lack of commitment to the cause of the issue impossible commitment violation of. With the result that he had read the verdict of the In favor but this question to my mind that is denied that commitment commitment to changing the use and considered that Change control must be done by qualified authorities should be made and

can not be this act commitment should really be considered as a impossible or commitment to the quality of interpretation is in fact committed to commitment to refer to persuade (qualified) third change to standard wet in the commitment, Commitment to view the third verb legal valid obligation and is considered as correct. And strange to the Supreme Court had been legal institution and also the concept of commitment with the obligations that other stuff you sometimes will be subject also to the planning justifications.

Definition commitment to action third person

A commitment to action is the third person in accordance with a separate agreement, or stipulation, a commitment that third party action (either physical or legal) do.

The concept of third-party commitment to action

Third party liability action the commitment of "A" (committed) to "B" (committed crushed) to the "J" (third) action (whether positive or negative) will Dad.bh example, I I promise you that, "j" of money you will pay, and I am committed to the "c" I get to do this.

One of the authors is that legal thinking from the 196 B. C. can be irritatingly so that mining threaten committed is able to, without the need to contract to the right people. But in this theory of our rights is not accepted or at least the third possible commitment to profit cannot be such a result to: about 196 mood and assumption is that two sides while dealing that are implicit in the interest in charge of foreign. Therefore it should be accepted that a commitment to need to a third benefit students' is a contract to an independent and allowed the way is not possible and as one of the authors has proposed French term contract in favor a third more Pertinence of a commitment to a third profit. After commitment to the benefit of third person, because religion is the original contract by mutual agreement: this means that the occurrence of the contract with the commitment agreement to third there comes to and should not be thought that he had a commitment contract result between committed and. Civil law in this imperfect and except on the possibility this commitment, No verdict was an explicit. In jurisprudence also had third condition in favor had no clear precedent so, and civil law but does not help us. Insurance law to avert this traditional model is perfect. But the law cannot be the solution to many of the problems. After logic and legal needs practical source of this important part of the civil law.

The nature of commitment to action third person

verb commitment to third subsidiary talk a kind of commitment on condition present in Iran rights with public contracts to the aforementioned rules is accepted and even now in the banking concept of relations under the title commitment to third verb there. In some cases the subject obligation to do or leave current work by the foreign person in that agreement has not interference issue discussed different ways.

This kind of commitment may be to one of the two following through is done:

A-commitment directly to third person is created and undertaken to do in favor of one of the Parties to the main. Such subsidiary talk commitment in jurisprudence has been discussed.

B-commitment only to the contract but the subject by current third should be done.

A Comparative Study of the Legal System Kamenla

Parties may contract worker or with oral language written by actions with or behavior show (Murry, Murry Contracts applications, the Parol Evidence entrée-Inconsistent had a trans Contradictor-charge of Writing S. Meanine at the Intration had eyed at 83 Ah). A method to prevent the wrong behavior in making a decision is a conflict encouraged the parties to this agreement that a written form (" . E. M. Solan, Symposium: Theory Informs TFI 77,200 1.). In such a method written agreement. It is preparation rule of evidence oral oral testimony rule sought to perfect show written agreement by the parties to the contract prohibited-change expires in the use oral Rahmani declared simultaneously (its royalty payments). According to this rule when, the parties agreement explicitly concluded in a written that both sides continue to contract to end., ability to change such an agreement or denial by the Martyrdom if what Viva Voce or in other words, any prior oral agreement or, in the absence of fraud or mistake unwilling mutual is concluded.

213Number of contracts in the second part of America, the principle of oral testimony has been completed indicating that the difference between the agreement is flawed agreements (See Black's Dictionary 1117 (7TH ed.1999); See Helen Hadjiyannakis.35,36 (1985).

There is always the possibility of mistakes in the previous negotiations (Phillips Gas and Oil Co.v. Kline, 84A.2d 301 (1951) at 302-303). Although the final text maturation contradiction between the parties is not possible, but it can run with some procedural documents, The relations between the parties to the transaction that the addition of conditions occur unless the court decides that the written text with the exception of a series of agreements intended to condition (Uniform Commercial Code §2-202.).

The aim of the support condition for consummation in danger that the side that honest or sincere, again some of the documents in final written contract provide threatening. 215 the law in part of the US has been determined any reason if the previous deal the two sides are contradictory with a condition written that will not accept though that a condition acceptable extra, will be in.

Based on oral testimony rule and the principle of binding required (commitment pledged to withdraw should expect the force to verb or leave one nature and inherent to the commitment), commitment to action in third legal system Kamenla city la can be a contract in negotiations and after the formation of the contract in the negotiations to the next but commitment should be very clear and definite must be done in case of lack of nomad demands responsibility of damage and only problem with that is that the principle of binding required included the verb and verb leave and in accordance with that should be in every case the interpretation of the agreement to the parties in issues in the system after the Kamenla also pledged to third verb analysis done and accepted as set forth that depends on the type of judges interpretation of the courts both sides.

Third verb guarante

a group of jurists in contents to pledge committed to the contract takes commitment to action to third 3 have divided into: 1-commitment to by 2-commitment to the result 3-guarantee third verb that we need to discuss the last point of that, Contrary to the maximum before anything committed commitment is commitment acceptance by the third; in this kind of committed in addition to the is bound to third to accept peer commitment satisfied, committed to do the action of the third-is also committed when all their commitment to that accomplished third commitment accepted and. So in case that commitment does not accept third or accept but to act it in fact has not done their commitment and will be subject to sanctions.

Commitment to the current third pillar

We elements, constituting what is this kind of commitment and if one of them is not fulfilled or essentially not create an obligation or if the nature of the commitment, undertaking or business to another will become the third pillar of the obligation to act as the first, commitment by commitment to its name, not the third. Secondly, make a commitment to undertake not to a third party, the third commitment is a pledge of commitment to do the job.

Comparative study of the legal system Kamnla

Letter Of Intend what used to support a well-known term in the English language that puts the Anglo-Saxon roots in the early 90's that were common in Europe and America is the institution of common-law borrowed Although France is. This concept belongs banking rights and can be applied in the case of the company (a) plans of the bank (b) obtaining the loan guarantees the company .bank demand for loans (c) the parent company (a) The sector is a major owner of stake in the company over the course of a certificate or a support (instead of warranties) to the bank, the borrower defines , The data speaks to the credibility of the company and is committed to do its best to make your loan payment at maturity the borrower to all writers of the such a commitment, (guaranty as) be agree that in the event of non-payment commitment as a guarantee of performance of the obligation is owed successor. While we assume a such commitment not support exporting .The foundation to support a third party, such as a commitment to action and are different only in terms of naming.

Conclusion

1 .The third is that a personal commitment to act in accordance with a separate agreement, or stipulation, a commitment that a third person, whether physical or legal action, positive or negative do.

This definition comes from the condition which, directly obligation to third parties create, contrary to the opinion of some scholars, can not be considered a commitment to action and should commit to a third party, believed some commitment the loss was the third.

French law contract in the third act of commitment to quality has been defined, despite my looks BC 1120 French lawyers believe this agreement is exceptional relative of contracts.

2. Commitment to the third act, in terms of its provisions may be committed by a commitment to results and ensure the party action and argues that contrary to the statements of some professors may not be the obligation of the third act, in terms of commitment commitment the result, he said. In the common-law legal system under the provisions of the current obligation to a third party may, commitment to action and lack of action (including material and legal) placed third, because of the obligation to act in accordance with precedent and legal opinion should be interpreted. In French law the provisions of the contract commitment committed Mar's port is just a commitment to results. As a result, if the provisions of the obligation of another type (for example) is a commitment by commitment, the port and under other titles Feb good offices and review.

3. The third action is to be pillars constituting the nature of the commitment to the three pillars of the legal entity mentioned or stated commitment to action against the other party contracts and other obligations, undertaken by their own name and for its commitment, not in the name and for the third commitment is a commitment to work together if these three elements are combined in a contract can be attributed to the nature of the commitment to the third act of commitment may be created otherwise nature of the contract is other in accordance. In the third act of commitment to common-law legal system, the act of omission as well include it as a legal entity with the legal system's distinguishing feature is that in both cases the common-law legal system, must be committed in the absence the obligation to pay damages to cope. France and Egypt, as well as some of the pillars of the legal rights to contract and Commitment for port An have mentioned.

4. In terms of legal nature, despite the commitment in favor of a third party which is specific in nature and therefore legal justification for this contract, various theories have provided the party with the specific nature of the obligation to act not like a lot of contracts other general rules of contract will follow. In this context, France's position on civil rights with the rights of unit and a number of French lawyers who know the contractual terms of form and function has set its general rules. Has the legal authority to consider the particular nature of certain of its provisions and their time but the legal system in favor of a third party Kamnla commitment to support legislation protecting the rights of third parties discussed and approved by the legislature in 1999

was England Despite the many criticisms of the courts in common-law countries (excluding Australia to some extent) to adjust the relative advantage of the opportunities resulting from the use of judicial procedures to issue a warrant against a committed attitude had shifted to the right analysis for third parties to create had been precedent in England explicitly adhere to the principle of relativity of sight and the only solution is to enact laws. Tndryt minimum insurance accepted it and it matches extended, however, in the state of Western Australia in 1969, in the state of KiyzInd in 1974 and in the northern state in 2000 by law number of active party was recognized in other countries. A member of the legal system of common-law similar situation was in. In New Zealand, the principle of relativity of contracts in 1982 adopted a law of joint and has 15 articles on Singapore law, rights of third parties in contracts in 2001 in 9 of the situation was the same in 2004 Hong Kong's efforts in this regard were taken to the same law as the law of England may soon become.

5. Although the current contract commitments to third parties, without specific and exceptional nature but similar in terms of the pillars and works contracts, including contracts pry, guarantee contracts, sponsorship contracts, representation, commitment and dedication to the detriment of a third party in favor of distinct deploy alternative the situation is different because the legal system Kamnla rules within the system for the specific nature of different legal form is created.

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