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conditions of law

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‘COMMITMENTS OF THE LAW.’

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both past and future AS you know that the law makers are always pay attention, and when we want to ratify a

1) Title 4, Pages 162&163, spirit of law, Ahryng.
2) Title 5, Page 17, obligations of law, DR, Abdol Razagh Sanhoree.
3) Page 4, Title 750, volume 2, Bourdi and Bard.
4) Page 52, Title 60, obligation of law, DR, Mohamad Jafare langerodi.
new notice we must consider the future therefore many legal relations can not be specified in contract.

Therefore, the law to achieve this goal use two ways by name of condition time.(1)

In condition we consider two ways of terms as follows:

1) condition.

2) affects of terms.

In condition we can divided the terms of a contract into

1) pillar of condition.

2) condition and null and void.

3) affect of term.

So, in suspension of condition whether the parties want or not they have no alternative to make a good decision or accept the said condition, according to Article 267 of Iran civil code: as the obligation of the contract suspicion by an impossible terms of the contract there were not any obligation it may be happened; however, when the

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cause of the commitment it would be against of the law we can also say it would not happened an obligation.(2)

In conclusion we can say that the terms of a contract it’s required to the future not in the past, if the terms of the contract is only connect in to the past or present there has not been provided , even if the parties are not aware it.

As far as you see that in the contract we need 3 elements as follows:

1) acceptance.
2) it won’t be reachable.
3) no against the law.

Now we consider each elements, in acceptance the terms of the condition it would be took place in the future, therefore, should some one commitment his self to pay good tidying due to his lost property or a father give to his son to get the highest score in exam all the said items it’s related into the future ,so the terms of the

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mentioned contract it’s an obligatory terms of the contract.

Therefore when a husband are obligated his self to give his house by will to his wife the terms of the condition it belongs to his wife unless his wife has not decided to get marry again.(3)

Indeed, the acceptance of the condition it may be positive or negative; when an incident refer to the future it might be positive or negative as an example when a father to commitment his self because of his son marriage this behaves comes from the positive action by the father to induce his son due to the positive action.

Again we know that each of the said obligations it should be possible and an impossible obligation it may not be acceptance, (see disagree opinion by DR, Mohamad Jafare Jafaree Langereodi, he believes that the binding commitment it’s a kind of commitment that won’t be belongs to the obligator because the said commitment he must be done it.

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Therefore, in condition the commitment should be free of all limitation and if the commitment faced by an unwillingly commitment the conclusion of the contract it would be blunt.

So, any obligation that is not subject to duty it means an implicit obligations.

As far as you see that the obligations of the law is extended.

In legal contract sometimes the commitment of the contract extended their intention beyond the contract, this means that a commitment that the parties do not attempt to create it, such as they don’t mention the marriage portion into the contract or damage of the lack of commitment.(5)

In the future we’ll see that an obligation it could be used into the legal law, legal commitment, gratuitous commitment, and free commitment.

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