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# Civil Liability of Deputy in the Contracts Transfer

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***Abstract:*** *"Looking at the legal texts of the last centuries, the contracts have been common in the relationship between the people, but at first it was orally and over time writtenly, and sometimes the objects and asset were also transferred to another, but the transfer took place in various forms, either in general or by contract (sale contract) or by forced (inheritance) with broad interpretations. The deputy means subrogation and vice in the literal sense is used in legal texts in a variety of terms, all of which sometimes include a subrogation and sometimes, a third party becomes the subrogation to the creditor by paying the debt owed to the creditor, and the dupty owes the creditor access to the debt. In foreign law, this kind of subrogation is referred to in Article 1249 of the French Civil Code, and in some of the laws (Article 30 of the labour Law and Article 17 of the Insurance Law, as we know it, all personal financial rights and obligations are attached to his/her asset. When all asset or any part of ir is transferred to another person on the basis that the part is dispersed in the asset, all the rights and obligations of the asset owner are transferred to it. Thus, the transceiver is named as the public deputy because, in the total, of the financial rights and obligations of the owner of the asset be subrogation it. In the definition of the specific deputy, it is often referred to as the person who has the asset or the right (Katouzian, 1997, Vol. 3, No. 618-Nashouri, Al-Wasit, Vol. 1, No. 350). Do these people who are interpreted as deputy in law have a liability before their position? Or do they take liability when the assest is transferred to them, whether forced or optional? And so the questions in this paper have tried to answer as many questions as possible and to benefit others.*

***Keywords:*** *Civil Liability, Contract Transfer, Transferee, Deputy, Specific deputy, Public Deputy, Commercial deputy, Representative.*

## INTRODUCTION

A contract is a matter of credit that arises in the form of credit and by mutual cooperation of two or more parties and is the result of the parties' consent. Therefore, its effects should also extend to those who willed it. And probably does not affect third parties whose wills did not interfere with the creation of this credit nature. In other words, although this legal phenomenon is widely accepted, it should not be possible for third parties to provide legal status or rights. Secondly, it can be seen in the case of contract transfer that take place in various forms whether the rights of the individual are a substitute for the rights of the person who initially concluded the contract or fulfill all his/her obligations. If the person who has concluded the contract with the intention of causing loss to another (the person replaced his/her in the contract) can the transferee fail to fulfill the obligations and if he/she fulfills the obligations and damaged, who is liable for compensation? Who is liable for proving it? Do the science of consciousness of transferee to all aspects have effect on this compensation, or, as

they said, as you make your bed,so you must lie on it, it is still the liability of the individual himself to answer as much as possible the issues in which he/she has been exposed.

## Principles and Concepts

### Defintion of Civil Liability:

Referring to Article 1 of the Code of Civil Liability, adopted on 1960-4-27, which stated (Article 1- anyone without legal authorization deliberately or as a result of negligence damage the life or health or property or freedom or dignity or business reputation with any other right provided by law which is liable for compensation for damages resulting from his/her action and it can be concluded that: the necessity of compensation for damages (both real and legal) to a person, whether intentionally or inadvertently called civil liability, therefore several points can be deduced from this paper).

A) Compensation under any circumstances (whether intentionally or as a result of one's negligence)

B) The direct person liable for compensation is the offender.

C) Civil liability is where there is no contract, so-called out-of-contract requirements[1].

Here the criminal and civil laws should be separated[2].

### There are two types of liability in civil law

1. Liability arising from the compliance of obligation or breach of obligation is called a contractual liability.
2. Liability arising out of damages arising from the denial of interest to the right holder is respected by the legislator for non-contractual liability or out of contract obligations.

### Evolution of civil liability in Iran and international law

Until the 20th century, there was no significant change in civic liability. In all legal systems, liability was based on fault. In this theory, the injured party must prove his/her fault in order to be able to recover from the loss factor, because it is justified by a more ethical basis. Proponents of this theory believe that ethics does not hold anyone liable for harming another without any fault.

The French Civil Code, which was drafted in the early 19th century (1804) and adopted in Articles 1382 to 1386, declared fault and negligence as a condition for the fulfillment of civil liability.

With the onset of the Industrial Revolution in Europe and the setting up of large manufacturing workshops and factories, some of which employed hundreds of workers. The conventional theory lost the first tendency and could no longer be held accountable for the damages inflicted on them. The advances of new industry and technologies, although they have brought about human well-being, have also caused widespread damage.

It is true that the invention of the airplane has created tremendous convenience for passenger and cargo transportation, but the overturning of an aircraft also has severe financial and financial losses, which in turn is unbearable.

Such incidents create significant legal difficulties, especially in the field of compensation at national and international level, which cannot be accounted for by fault theory.

In France, the criticism of the theory of fault was introduced by Salailles for the first time in the late 19th century. As one of the eminent masters of the second half of the nineteenth century, he wrote in the journal of Trimestrielle de droit civil revue that the theory of fault was inadequate to compensate the world that day.

[1] Articles 301 to 338 of the Civil Code concerning the out-of-contract requirements

[2] Of course, it should be explained that some jurists and law books use the term of legal law rather than civil law, which seems to be a problem because the legal term is general compared the civil and criminal laws that are better to use civil and criminal laws than legal terms. Because civil law-civil code and law on civil procedure has more to do with the relationship between individuals if the criminal law-penal code and law on criminal procedure focuses more on the control and oversight of the government and oversight on people's relationships for the sake of order and justice, not the complete consent of injured party.

After a while, Josserand as one of his students and a close associate of Josser defended his teaching. The foundations of the Risk or Risque theory that led to the development of civil liability should be sought in these articles

As such, the evolution of civil liability that has been in recession for centuries has begun in the early twentieth century and has progressed to such an extent in the last hundred years that it is possible to claim that none of the civil Law debates has been so progressive.

In France, the evolution and development of civil liability is owed first to the judiciary and then to the doctrines of law scholars, and the legislature has little share. This is not a matter of civic liability, but in other legal matters the first step is taken by the judicial process and the law scholars cultivate it.

Stark, who was one of France's foremost professors of civil Law, drafted his thesis in 1947, in which he first advocated and defended the theory of guaranteed right.

It is not an exaggeration to say that rights must conform to social needs and can be seen clearly in civil liability. One has to go beyond that, rights arise from social needs (Hossein Ebadi, 2010).

## Civil Liability in Iranian Law

The first volume of Iranian civil code, which addresses some of the issues of civil liability, was adopted in 1928. At the time of its adoption, however, other theories, including the risque theory, had a prominent place in the French judicial system and in the writings of French lawyers. And although some civil law makers have become familiar with European law, especially French law, no trace of this change in civil law has been found.

Our civil code, as adopted by French Civil Code from Article 301 onwards, deals with the requirements that are achieved without a contract and states in the first chapter that it includes usurpation, loss, favor and obedience (Articles 301 to 337). And of these four topics we must separate usurpation and resignation from civil liability in its specific sense. As a result, only waste and appropriation remained in the realm of civil liability. Prior to 1960, a lawsuit was also filed in a judicial proceeding with one of the cases being a waste or affidavit.

According to Article 328 of the Civil Code, the loss only includes the object or interest and does not include financial rights, it may be said to be incomplete. For this reason, the drafters of the civil liability law, while drafting it in the legislature, have been pushing for the completion of the civil law, claiming that it has eliminated the shortcomings of the civil law regarding civil liability.

The Civil Liability Act, which was enacted in May 1960, is adapted from the Swiss Obligations Act and contains new points of liability, including. In this law, the fault was acknowledged as the main basis of liability, but Article 1[3] made it liable for any damage to the right created by law for individuals to be liable and compensable.

Another important point in this law are the recognition of spiritual damages. However, many years before the Civil Liability Act, the Code of Criminal Procedure, Article 9(2) had adopted a spiritual harm, which included deduction of prestige or credit of persons or mental injuries.

Another important point of this law is Article 4[4] that allows the court to mitigate damages under certain circumstances. Article 5 of this code also seeks to order the court to determine compensation by observing the circumstances of the case by means of a pension or one-time unit.

[3] Article 1- Anyone without legal authorization intentionally or as a result of negligence or health or property or liberty or dignity or business reputation or any other right established by law to cause harm to another person causing material or moral damage, it is liable from his/her own practice.

[4] Article 4- The court may discount damages in the following cases.

1- Whenever it has effectively rendered effective assistance and assistance after the loss has occurred.

2- Whenever damage is caused by negligence which is grossly negligent and its reparation may cause the importer pain and suffering.

3- When the loss has in some way facilitated or contributed to the loss, or aggravated the loss or the situation of the importer of the loss. And one of the important legal points of this article is that it has allowed the court to disregard the validity of the arbitration and have the right to appeal against it for up to two years from the date of its issuance.

4- Article 12- Employers who are subject to labor law shall be liable for damages incurred by or on behalf of administrative staff or workers in the performance of or in connection with the work, unless all the precautions required by the circumstances and circumstances so require. Or, if such precautions were taken, it would still not be possible to prevent the loss from coming in. The employer may refer the damager if it is recognized by law.

Article 12 of the liability code has deviated from the general principle of proving fault and has accepted liability without fault. This Article states: Employers who are subject to labor law are liable for damages, provided by office workers or their employees in the course of, or on the occasion of, the work unless all precautions required by the circumstances of the case have been fulfilled, Or, if such precautions were taken, it would still not be possible to prevent the loss from coming in. The employer may refer the damager if it is recognized by law.
This article, which is new to our law is one of the most prominent examples of liability arising from non-verbs. The employer has been held liable for the damage without interfering with the entry, and there is no need to prove that he/she was the cause of the damage.
It is well understood from this article that the legislator held that the employee's entry of damages while performing the job or on account of the employer's fault and held him liable for damages. If the employer can prove otherwise, he / she shall be exempted from payment of damages.
French authors in justifying the legal basis of employer liability Various ideas, including fault in the selection of the worker, fault in the care and protection of the employee, liability against profit (the theory of risk to profit), representation theory and finally the employer's verbal assurance that Professor Katouzian has carefully analyzed all of these ideas and those interested can refer to them.
Article 14[5] of the Civil Liability Act also stated two important legal points:

1. Accepting liability insurance in compensation where several persons have jointly brought it.
2. Determining the extent of the liability of each of them by the court regarding the manner in which they intervened in the damages.

Although civil liability law contains many innovations and positive points, it has unfortunately not received much attention in the judiciary, and has been less widely used and cited in the courts' arbitrations after 45 years of its adoption, and there is a concern that it will fall into disrepute (Hossein Ebadi, 2010).

### Contract Transfer Methods (Shaarian, 2015)

The contract is transferred in two ways: a) optional, b) forced

a) Optional: Contract
b) Forced: Inheritance

### Definition of Contract

The contract under Article 183 of the Civil Code is that: one or more persons make a commitment to and accept from one or more other persons.
As a result of the contract between the two parties, a new legal relationship will be established and the parties will have to make commitments regarding the subject of the contract.
In non-specialized language the contract means one thing, but in the science of law it means the the specific contract (those contracts and conditions that are mentioned in civil law such as the contract of sale, the contract of lease, the attorney, the contract of bailment of a capital and so on). And the word of contract applies to all contracts (whether specific contract or not).
The agreement of two or more people is a central component of the contract definition. For example, when purchasing a property or apartment, two people agree that one (seller) will give the property to another (purchaser) and the other will pay the seller for that. The parties' internal intent and consent are sufficient to transfer the property or to do the work of a contract, and when both parties are willing to agree on a matter, they are bound to comply. And then it also affects the parties and their subrogations (the legal deputy) and does not need any formalities, but the important point is that the legislator has added social conditions to the

[5] Article 14- In respect of Article 12, whenever several persons are aggrieved, they shall be liable for damages. In this case, the level of liability of each of them will be determined by the manner in which each court intervenes.

foregoing that sometimes the legal authorities will refuse to accept the contract without regard to those conditions.

**Principal**

Principal refers to what is original to something else.

**Principal Application in Jurisprudence Sections**

The principal in jurisprudence refer to the principal debtor (principal debt), the alternate, non-hire, client, owner or purchaser, and the transducer to the guarantor, vice, hire, lawyer, prudent, and alternate, but most of its use is against unauthorized and has been used in subjects such as zakat, khums, commercial, guarantee, rent, power of attorney, and the like, which are examples of its use.

**What does a principal or lawyer mean?**

Among the legal terms, one of the most commonly used terms in the field of registration is the principal or lawyer. This term generally means whether the person himself is acting in a legal or registrarial capacity or has a lawyer appointed to do so, which it call the principal, and the latter certainly the lawyer. A lawyer can be either a lawyer with a power of attorney (with the right of attorney) or a lawyer or representative who is actually a member of the company and with a letter of introduction from the legal record company such as the delivery of essential documents and performs the signature below the registry offices.

In general, a lawyer is a person who is assigned by a person, whether legal or real, to contract to perform a task. Attorney is a permissible contract, whereby one party appoints the other party to do its part. The client is called a lawyer, and the client is called a lawyer. A lawyer is not entitled to exceed the limits of the power of attorney, and any transaction that is about the power of attorney is called and is in the client's account unless proven otherwise.

The legal sources of principal civil and legal liability can be divided into two parts, depending on the type of financial or life damage. Damage may be inflicted by the lawyer on the life and body of the third party, in which case the Islamic penal code should be referred to the monetary compensations. The legislator does not pay much attention to the actual damages and damages inflicted on the injured party, but specifies the extent of the damage beforehand and does not allow it, even though the injured party is entitled. This type of damage is nominal and is more like penalties and punishments, which is proof of the criminal nature of the monetary compensation. Of course, the legislator has not done enough to determine the amount of damages, but has also tried to explain how the fault was paid and how it should be paid so that the arbitrator would not need to resort to other legal sources, especially the Civil Liability Act adopted in 1960.

**Principal and Lawyer Liability to Third Parties**

In this regard, it is important to distinguish a lawyer from a hired person or contractor, which is not an easy task. It is not enough for him to acquit himself and another liability if he pleads faulty or even pleads faulty under the name. The court is required to determine the side of the complaint based on the evidence, the reasons and the type of operation. First, in many cases there is no written contract, and second, if there is a written contract, it is not valid for the third party. Many employers tend to shrug off the heavy burden of contracting and place the burden of liability on a contract that appears to be contracting or attorneying. It is not unreasonable that a considerable amount of arbitrations in industrialized countries is deruled to identifying each other by finding the legal and practical remedies of the contractor and the lawyer.

**Difference between Deputy and Representative**

The deputy is the person who substitutes for another subrogation with his rights and duties. Several instances of deputy. 1. Heir is the deputy of heritage. 2. Transferee: This is the transmitter deputy. 3. Filtration Manager: It is bankrupt deputy. Representation is the title by which a person performs a legal action on behalf of another

person on his/her behalf and for the purpose of attaining his/her goals. Types of Representation: 1. Legal: such as representing a father or paternal grandfather of a child. 2. Judicial: Like a minor or insane dealer. 3. Contractor: Like a lawyer representing his/her client.

**Transferee**

Transferee is (the term of jurisprudence) a person who, in contract, and transferred personis the transferor of the same property. It is also if the property is transferred by law, such as inheritance.

**Causes of Ownership in Civil Code**

By virtue of Article 140 of the Civil Code, ownership is acquired by:

1. Reclamation of waste lands and possession of possessible objects
2. Contracts and obligations
3. Pre-emption
4. Inheritance

In addition to the above, one of causes of ownership can be considered in the possessive compliance.

The waste land reclamation is an operation to convert the dead land into usable land in a manner that is traditionally known as reclaimed land.

The waste lands are considered to be lands that are lands that are not privately owned and are not exploited, such as swampy or paddy fields or lands that have been or have been previously or have been deforested due to owner discharges or for any other reason.

The possession of any possessible is in the tenant and sense of being in a bad state or providing the means of control over the business.

In general, possessible can be divided in terms of civil law:

1. The waste lands and possessibles that can be redeveloped.
2. Waters, both surface and sub-surface
3. Mines, both surface and sub-surface
4. Missing objects and animals
5. Buried treasure
6. Hunting

Since each of the issues has been subject to specific rules in addition to the provisions of the Civil Code, it is also necessary to refer to the text of the said laws (see Article 45 of the Constitution) for information on how to apply them correctly and lawfully.

**Generality**

The discussion of compensation and all kinds of compensatory damages has long been and has been in the legal circles that anyone who has harmed another by goodwill and malice should make up for it. This is in itself a controversial issue, and the amount of compensation for wrongdoing or the ease of denial or the knowledge and knowledge of the loss and the degree and extent of damages to me is exemplified by the person selling the asset to the creditors. Or hesitates (this is with ill intent) and instead of thinking that the residue has the potential for another franchisee to endow or endow some of his asset, the two issues are separate and debatable. In either case the creditors can terminate the contract or endowment. And in addition, the conviction of the debtor will also be sought in court.

**Types of Duputy**

**1- Who is the commercial deputy?**

According to Article 395, the commercial deputy is the person who appoints the head of the commercial to perform all the affairs of the commercial or one of its branches, and his signature is binding on the commercial firm.
In other words, the commercial deputy is the agent and vice president of the commercial firm and does the necessary work on behalf of, and on behalf of, the business owner, not for himself.
The head of the commercial firm can limit the powers of a commercial deputy, but as the legislator has said. The discretionary power of commerce of a person against whom he has not been informed is not valid In order for the authority of the commercial authority to be valid to all, it is necessary to make it public.
Article 398 of commercial code: The commercial deputy cannot, without the consent of the Head of the Company, appoint any person to perform all the duties of the Company.
Contrary to Article 398: The commercial deputy may, without the consent of the Chairman of the Commercial, appoint a Vice-Chancellor for a part of the business.
With the death or the disability of the head of the commercial firm, the commercial deputy is not replaced, but with the liquidation of the company, the commercial deputy is deprived.
In matters of legal obligations, the deputy is a person who is neither a party to the contract nor his representative, but a person who is affected by the transfer of asset and rights or obligations from one party to the contract as a subrogation to the works of the contract and obligation
The commercial deputy and others who represent a part of the commercial firm are not business subrogations but merely business agents.
They are not, therefore, commercialrs, but the transactions they make for the commercial business of the business are considered to be business (documented in Article 3 of the Commercial Code and clause 2 thereof) (Listed in ksymg Legal Exchange, 2016).

**2- Public Deputy**

The public deputy is the person who succeeds him/her as a result of the transfer of all or part of the concession to another and enjoys his rights and abides by his/her obligations. The asset is dependent on the personality and each individual has a single asset. The general vice is the transfer of rights and obligations in the person's current assets, not the transfer of assets, the public vice is the transfer of all assets in a coercive manner and is directly perceived by law. Because moving the debt collection voluntarily in order to satisfy everyone's debt is very difficult. In this respect, the instances of the deputy governor general represent a form of forced deputy, but in the field of asset other than asset there is no obstacle to transferring one's collective rights and obligations to another. It is noteworthy that, with respect to the public deputy generality, it is in the case of rights and dignity that is not dependent on the personality.
If the medical practitioner commits treatment of the illness for a fee or the painting draws a picture, then the physician or painter will also be discharged, and his heirs will have no part in the debt and claims arising out of the contract. In addition to rights and liabilities that are non-transferable, what is considered non-transferable by law between the parties has not the ability to be the deputy (Hajizadeh, 2013).

**A. Heirs**

The heirs is a person is his/her deputy. The deputy is the result of a legal event (death) and by law. When someone dies, their asset is transferred to the heir, and each heir has a share in the inheritance of all of us legally leaving the inheritance, and each is liable for the obligations inherited by the heir to his share of the inheritance. Benefits others, and the heir benefits from all the obligations inherited in favor. In Iranian law, the heirs do not continue to inherit the personality, but after the death of the heir, they are given rights and debt. Debt is deprived of the rights to play and what is left is transferred to the heir. It is noteworthy that if inheritance is inherited by the heir of the vice heir, if the heir refuses to accept the heir they will not be the heir of the heir, but after the purification of the debt, they will be entitled if there is anything left of the heir. If the

rights and obligations of the deceased are in the person of the deceased, and the works of contract which are carried out with the permission of the deceased shall not be transferred to the heir and the heirs shall not be deputy. It should be known that whenever a transaction involves an act in which the person's stewardship is on the side of the transaction and the person dies, the obligation is not transferred to his heir. Rather, the transaction will be invalidated due to the impossibility of doing so. This is not in conflict with the view of some who believe that the heir to a position of inheritance is absolute and universal because all this matters.

### B. Legatee or Devisee

Pursuant to Article 1305 Q.M, legatee or devisee was appointed as the next heir to the deputy. A group of legatee or devisee who regard the lord's share of the branch as heir.

But there is a disagreement that he will be transferred to the will of the shareholder or all the asset, not his asset! This share of the pure portion of the debt after the purification of the debt is never a sacrifice with the deceased to claim to be the heir. The fact is that the deceased's contract against legatee or devisee is invalid and he/she cannot deny the existence of the contract because it is the law of the deceased paying the precedent to enforce the will and the effect of that contract is on the rights of the legatee or devisee. But the legatee or devisee is not a legatee deputy, so according to the principle of relative, he cannot claim his rights, nor is he bound to enforce the provisions of the contract[6].

### C. Ordinary Creditors

Some people believed that the creditor becomes a debtor in certain cases and takes advantage of all of his obligations. Ordinary creditors are indebted to the parties to the contract and are subject to the relationship of relativity and are permitted to sue those who were indebted.

But the criticism is that the creditor applies the indebtedness in his name and on his account and is not an agent. Whereas the deputy is the subrogation to the contract and exercises the right in his own name and in himself.

They argue that the seizure they owe on their asset is effective in securing creditors who have no collateral because the more the debtor's assets are added, the more confident his/her debtor will be. A creditor who trusts the debtor's contract without taking the collateral, actually sees his asset and trust backed and guaranteed to enforce his/her right and sometimes they owe a lawsuit instead. It is criticized that we regard the creditor as a public deputy because the contracts owed are credible except for fraud and fraud against the creditor. It has a fixed aspiration to owe the asset, and the asset mix neither diminishes nor adds to it. It is true that the law on indebtedness and bankruptcy owes the creditor the right to sue in his name, but here the creditor is the representative, not the principal. So the status of the creditor cannot be compared to the heir because the heir transfers the legal life of the heir, but the creditor is in front of the debtor and against him so he should be considered a third party who has a special position under the protection of the legislator[7].

## 3. Specific Deputy

The specific deputy is a person who is transferred to a subrogation as a result (Listed in ksymg Legal Exchange, 2016) of a specific financial transfer or a specific right. They divided the specific deputy into two categories: the deputy resulting from the transfer of contractual rights and obligations, or the deputy resulting from the transfer of the right of vice, the official resulting from the transfer of the contractual or vice position resulting from the transfer. (Molavi, 2004)

### A) Deputy caused to transfer of contractual rights (transfer of objective rights)

[6] Same as the previous source

[7] Same as the previous source

If one transfers a particular right or obligation to another, all of the rights and obligations of the transferor shall be the subrogation to the transferor. In contracts that give rise to an objective right to the owner's profit or loss, the transferor is the vice-owner of the transfer because these contracts increase or decrease the transfer right, in effect transferring the owner with all rights and accepting the transfer. It is an objective right that one obtains directly and indirectly from finance and is the most complete form of ownership. The right to gain and act is an integral part of the right to asset. When an asset is sold and a person is entitled to it, the buyer replaces it as the previous owner. The transferee's is not principally a deputy for the contracts that the transferee has entered into with respect to the commerciald right, as the substitute transferee is created by the transfer of a particular or certain right to another relative to the same asset or right. However, in the case of transactions made prior to the transfer, subject to the nature of the right or of its accessories and functions, the transferee shall be deemed to be the former owner, as in such cases the works of the contract shall be deemed to be the asset or the transferee.

### B) Deputy caused to transfer of contractual positions (transfer of demand)

One of the cases in which a third party is a deputy is the assumption that one of the parties transfers its contractual status and legal status to the other and makes it its deputy. In the case of a tenant having the right to transfer non-lease to another, he/she shall in fact subrogation all his/her rights and obligations and replace the new tenant. As for the possibility and conditions of contract transfer, the civil law does not dictate what has been most discussed in the case of transfer and liability. Transfer is a contract whereby the creditor transfers his rights to a third party to the contract, transfers to the deputy transferee.

The subject of transfer must be personal. Liability transfer is a contract between the two parties to transfer liability from indebtedness to third party. After the transfer of liability, the indebtedness removed and the third party or the new owe work, and the third replaces the original owes. The purpose of the transfer of a contract is not merely to transfer the liability or claim arising out of the contract to the other, but to mean that the transferee becomes the subrogation and deputy of the specific party to the contract and enjoys all the features of the contractual position. In private contracts that are closed due to the personality of the two parties and upright to the person it is not possible to transfer the contract but in the other group of contracts which does not pay attention to the personality of the parties and has more of a commercial character and exchange of asset changing the contractual side of the conflict. There are no contradictory provisions because the character is not present.

## Conclusions

In concluding a contract that is correctly concluded there are factors to the validity of the contract, including Article 190 Q.M[8]. in domestic law, and if one of the parties is to transfer the contract to another and the original third party will be replaced by the so-called deputy. The deputy is the person who substitutes for another subrogation with his rights and duties. Several instances of deputy. 1. Heir is the deputy of heritage. 2. Transferee: This is the transmitter deputy. 3. Filtration Manager: It is bankrupt deputy. Representation is the title by which a person performs a legal action on behalf of another person on his/her behalf and for the purpose of attaining his/her goals. Types of Representation: 1. Legal: such as representing a father or paternal grandfather of a child. 2. Judicial: Like a minor or insane dealer. 3. Contractor: Like a lawyer representing

[8] Article 190: The following are the following conditions for the accuracy of any transaction:
1- The intention of the parties and their consent
2- The competence of the parties
3- Specific subject to be commerciald.
4- Legitimacy for the transaction

his/her client. The commercial deputy is a person appointed by the head of the commercial firm to carry out all matters of commercial firm or one of its branches.
The signature is binding on the head of the commercial firm (Article 395 Q.T[9].)
Regarding the deputy, note:
1- The position of deputy may be given in writing or practically, that is to say, according to evidence and evidence, a person who is a commercial deputy.
2- Restricting the powers of commercia deputy to persons who are not informed is invalid. In civil law, as well as in commercial law, there is a particular definition of deputy, which has very different from that of civil law. In the law of commercial, with a little reflection on the above interpretations, it can be seen that the deputy has all the contractual liabilities after the transfer of the contract in the civil law, and the question now is whether this liability is asserted even before the contract transfer? And looking at the rules of civil liability, it can be seen that every person is liable for their actions, and it seems that the deputy is not liable for any damages that have already been transferred to him after the contract has been delivered. But if these damages are a continuation of the previous damages and the deputy is aware of it, it indicates that he can be considered a target because he/she has accepted the subject matter of the contract with knowledge of the damages and has understood all aspects of the contract. And here the difference between the liability of a specific deputy with a public deputy can be distinguished, a public deputy is based on the transfer of total assets (Its idiomatic meaning in law), or a part thereof. As we know, all financial rights and obligations of the person joins to his/her assets. When all asset or any part of ir is transferred to another person on the basis that the part is dispersed in the asset, all the rights and obligations of the asset owner are transferred to it. Thus, the transceiver is named as the public deputy because, in the total, of the financial rights and obligations of the owner of the asset be subrogation it.
However, the transfer of the asset or property shall cause the transferee to become, not in all rights and obligations of the carrier, but only in the rights and obligations in respect of the asset or property transferred to him/her, and shall thereby be designated as a specific deputy. The liabilities of the public and specific deputy should be separated.

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[9] Article 395: The commercia deputy is a person appointed by the head of the commercial firm to to carry out all matters of commercial firm or one of its branches and the signature is binding on the head of the commercial firm. This may be in writing or practically.