



2528-9705

Örgütsel Davranış Araştırmaları Dergisi
Journal Of Organizational Behavior Research
Cilt / Vol.: 5, Sayı / Is.: S2, Yıl/Year: 2020, Kod/ID: 71S2724



INVESTIGATING THE STATUS OF THE SECOND LAWYER'S TRANSACTION ASSUMING UNAUTHORIZED AGENCY IN IRAN AND ENGLAND'S LAWS

Sepiddeniz ASGARI ¹, Reza SIMBAR ^{2*}

¹ Master degree in private law, Islamic Azad University, Bandar Anzali branch, Anzali, Iran.

² Full Professor, Department of Political Sciences and Intenational Relations, University of Guilan, Iran.

* Corresponding Author:

Email: simbar @ guilan.ac.ir

ABSTRACT

The present study aims at the investigation of the transaction status of the second lawyer assuming unauthorized agency in the laws of Iran and England. The study has been carried out in a descriptive-analytical form. The primary issue of the research is investigating the conditions of agency delegation to a third party and the limits of his or her authorities and investigation of the outcomes and responsibility limits with such an assumption as damages incurred by delegating agency to a third person. The results indicated in regard of the agency conditions that the principal is also held responsible for all of the legal actions performed by the second lawyer for they are all conducted based on a trusted relationship and stemming from a lawyer's authorization.

Keywords: agency, responsibility limits, unauthorized delegation of agency, delegation of agency to a third person

INTRODUCTION

In advocacy, agency comes about when a lawyer has been authorized to delegate the performance of a deputized task to another person. This is in need of explicit assertion by the principal otherwise the third person appointed as the lawyer would be held liable before the principal for the contingent losses and damages.

The lawyer might be one or more than one person. In case of the lawyers' numerosity, the advocacy can be accomplished in group meaning that all of the lawyers and agents may together or independently perform the deputized task and the performance of the task by each of them would be sufficient. In cases that a lawyer has no agency right and another person appoints him or her to do a task on behalf of a principle, s/he would be held responsible for the contingent legal outcomes.

It seems that if the agency subject be the endorsement of a transaction and an appointed person does so, the contract would be influential and the principal has to fulfill the inserted commitments provided that s/he does not exceed the limits specified by the principle; however, in case that s/he exceeds the specified limits, if the contract subject or the exchangeable item is found belonging to the principle, the contract would be uninfluential unless the lawyer delegates its transaction. But if the contract's exchangeable items be a generally promised item, the contract is influential and the transacting party and/or the appointing person should fulfill the obligations. In cases that the agency subject is performing a task and the appointed person gets

it done and causes the principal to sustain loss of a type, the appointer and the appointed are both responsible for loss compensation.

The Effect of Legal Actions by the Second Layer Assuming the Unauthorized Agency in Respect to the Principal in Iran's Laws:

If the second lawyer (third person) signs a transaction as specified in the first agency contract, can the principal be held responsible for the fulfillment of the aforesaid contract's obligations? It seems that the contract can take effect if the second lawyer is found having transacted within the limits of the first lawyer's authorities (Izanlou and Pourghorbani, 2011). In this case, the contract's authenticity conditions as well as the principal's interests should have been observed and the first lawyer should have not taken part personally in the transaction's endorsement and such a personal partnership in the shouldering of the obligations should be not so much significant that the contract can be rendered devoid of effect (Bariklou, 2010).

It might be reasoned based on article 255 of civil law that the contract is uninfluential because, based thereon, the transaction endorsed by an owner or his or her representative within the format of an unauthorized contract due to the lack of knowledge about the transacting party's position cannot take effect even if it becomes later on clear that s/he has been a main party or has had a position and the unauthorized nature of the contract is subsequently dismissed; originally, in regard of the present study's discussion, the transaction by the second lawyer is uninfluential and the foresaid reasoning is unjustified. That is because the owner assigns the first lawyer to sign a contract with a second lawyer on his or her behalf in this case whereas the subject of article 255 of civil law is conclusion of a contract by a person disregarding the position for a third person and such a contract is uninfluential because the transacting party has fallen short of paying attention in the contract's conclusion to the interests of the owner and a contract useful and necessary in respect to a person may appear unfruitful for another person hence its non-occurrence being envisioned more useful (Bariklou, 2010).

Therefore, considering the purport of article 255 of civil law, the signer has not made a decision for concluding the contract as the owner of a property rather s/he has reached an agreement as an alien and unauthorized party and the principle holding that the exchangeable items should be clearly known to the owner as a precondition to the contract's authenticity renders it expedient that the occupation of a property without the owner's awareness and information be uninfluential. However, in regard of our discussion, the owner or the principal decide to sign a contract and appoint a person as a lawyer to sign the contract but the lawyer happens also to appoint another person for signing the contract. In other words, this case is like the lawyer's use of a broker or stock share dealer for signing a contract as normally done in business. Resultantly, the transaction occurrence has been originally authorized by the owner but the first lawyer has not personally signed it rather the contract has been signed by a third person (Bariklou, 2010). Based on this idea, the appointment of the first lawyer for signing a contract and the first lawyer's authorization for the appointment of a second lawyer (third person) is clearly understandable and the first lawyer's authorization and permission is at least equal to the principal's permission because advocacy is based on the theory of surrogacy and agency in Iran's laws that follow the Islamic laws and this entails considering the lawyer's permission equal to the principal's permission. Resultantly, the contract is influential and the principal has no right to consider it as being unauthorized with such an excuse as the transacting party's not being his or her agent



(Bariklou, 2010). As it is known in Islamic laws, although the agency contract of the lawyer has been announced uninfluential without advocacy right, his or her transactions have been realized influential in respect to the principal and the obtained interests are considered as belonging to the owner. For example, in bailment of capital which is a sort of advocacy in occupation, it is believed that if the bailer conveys the bailment to another person without the owner's permission, all the profits and interests obtained from the business would belong to the owner (Najafi, 2015). It has been even vividly asserted by some that, although the transaction by the second bailer is uninfluential as ruled in the regulations, none of the experts have affirmed it and the contract's authenticity has been opined by them (Mohaqqeq Thani, 1988, cited in Bariklou, 2010).

Based thereon, some opine that if it is proved that the principal's intention has been signing a transaction, including by the first lawyer or another person, the second lawyer's transaction would be influential (Ha'eri Shah Bagh, 1997). Based thereon and whenever all the agency contract's conditions are observed and only the lawyer's personal partnership in the contract endorsement is violated, there would be no reason for the contract's unauthenticity and it is not sensible to consider such a contract as uninfluential (Bariklou, 2010).

The Effect of the Second Lawyer's Legal Action Assuming the Unauthorized Agency in Respect to Principal in England's Laws:

In England's laws, the agency contract is formed based on confidence and confidentiality between the principal and the lawyer. Thus, when a lawyer has no right to delegate agency but assigns another to the fulfillment of his or her own duties, the credibility of the fulfilled duties is doubted in addition to the fact that the third person's action create no right or liability for the principal as also held in Iran's laws (Reynolds, op.cit). Definitely, a third person's contract would be uninfluential in respect to the principal but, considering the idea that unauthorized agency is also delegable in the laws of this country by the principal, if the first lawyer assigns another to the principals' advocacy without having any right for doing so, the legal actions by the third person would be only influential if the principal happens later on to delegate advocacy to him or her (Safa'ei et al, 2001) otherwise they are uninfluential.

In the discussed subject, as well, if the principal delegates advocacy to him or herself or the first lawyer, the transaction by a third person would be also influential in respect to him or her and s/he would be obliged to fulfill the resulting obligations. Since the second lawyer is also not envisioned as the lawyer of a principle even assuming the absolute advocacy permission in the laws of England unlike the Islamic laws of Iran leave alone the present study's case in which the advocacy right has been nonexistent, it seems that the transaction cannot be considered influential even if the third person signs the contract exactly in match to the contents of the principal's permission and observes all the contract authentication conditions and the principal's expediencies.

The Effect of the Second Lawyer's Legal Actions Assuming the Unauthorized Advocacy Delegation in Respect to the First Lawyer in Iran's Laws:

As believed by some, the transactions signed by the second lawyer within the authority limits of the first lawyer by the principal's permission are uninfluential in respect to the lawyer and the third person and the principal should fulfill the resulting obligations and s/he becomes the



owner of the stemming rights but the transactions beyond the authority limits are investigable under two presumptions:

The first is the transactions signed by the third person beyond the authority limits of the first lawyer; in these transactions, the third person surely has no right to refer to the first lawyer because s/he has perpetrated a fault by exceeding the authority limits and every guilty person should suffer the consequences of his or her faults (Hosseini Maraghe'ei, 1998, cited in Bariklou, 2010).

The second is the transactions signed by a third person within the specified authorities' limits by the first lawyer but the first lawyer is found having surpassed his or her own authorities' limits in delimitation of his or her authorities and the contract has been resultantly endorsed beyond the limits of the principal's permission; it is evident that such a transaction is uninfluential in respect to the principal unlike the subject of the prior paragraph (Najafi, 2015).

The verdict of the transaction's non-authenticity also holds true for the case wherein the contents of the principal's authorization of the first lawyer is general and the latter happens to assign a third person to the fulfillment of the agency contract's subject without having the right to delegate advocacy to him or her. For instance, if a principal appoints another person as his or her lawyer to buy him or her a house and leaves the lawyer free on the purchase conditions and the lawyer happens to delegate the house purchase to a third person without any right for the delegation of advocacy, the third person's purchase would be uninfluential because it cannot be stated here, unlike the previous paragraph, that the thing demanded by the principal has been exactly performed by the third person (Al-Hosseini Al-Sistani, 1996).

However, in such cases (in case of the non-delegation by the principal), can the first lawyer be realized as responsible for the fulfillment of the obligations stemming from the contract based on the instructions s/he has made to the third person or s/he would have no obligation in regard of the contracts endorsed by the third person?

On the other hand, it can be stated that the first lawyer is considered as a party to the contract based on the instructions s/he has made to the second lawyer for the endorsement of the contract hence s/he has to shoulder all the obligations stemming from the contract in case that contract conclusion has not been delegated to him or her by the principal (Bariklou, 2010).

The objection that can be made to this idea is that if the first lawyer is found having stated his or her position, s/he cannot be considered as responsible for fulfilling the obligations stemming from the second lawyer's endorsement of a contract for the mere instruction and permission for concluding a contract because it is stated in such contracts that they are signed on behalf of the intended principals (Shahidi, 1998, cited in Bariklou, 2010). This is while in the discussed subject, the second lawyer has intended to sign the contract for the primary principal and s/he cannot be absolutely held responsible for the fulfillment of the obligations stemming from such transactions (Bariklou, 2010).

However, it seems that the first lawyer can be also held committed to the fulfillment of obligations stemming from such transactions in this assumption, as well, because, according to article 196 of the civil law and the principle of the contracting party's originality, a person entering a transaction signs it for him or herself hence s/he cannot refrain from obligations' fulfillment unless s/he proves that s/he has signed the contract for another person or on his or her behalf. As for the present study's discussed subject, the second lawyer proves agency and his or her being instructed by the first lawyer for the endorsement of the transaction thereby to



justify that s/he has done it for another but the first lawyer has no possibility to prove the contract's endorsement for the principal for s/he has acted beyond his or her authorities' limits and s/he had not intended to make oneself obliged and this makes him unable to exempt him or herself from the fulfillment of the contract-originating obligations as ruled in article 106. Based on the foresaid article, a signer is exempted from the fulfillment of the obligations stemming from a contract when s/he proves that s/he has acted on behalf of a principle and within the limits of agency contract. Therefore, based on the principle holding that a person signs a contract for him or herself and the first lawyer's instruction for his or her endorsement of the contract, the transaction is viewed as having been concluded for the instructor and s/he has to fulfill the obligations stemming thereof (Madani, 2013). However, if the first lawyer fails to assert his or her position and only assigns the second lawyer to the endorsement of the transaction, s/he can be surely realized as the transacting party based on the instruction for the endorsement of the contract hence s/he can be required for the fulfillment of the obligations because the second lawyer can prove the opposite of the transaction principle for him or herself (article 196 of civil law) and the first lawyer cannot prove the opposite, on the one hand, and the second lawyer has signed the contract by the order of the first lawyer; so, there is no doubt about his or her responsibility in this assumption, on the other hand (Bariklou, 2010).

Based thereupon, in case that the first lawyer is found having asserted his or her position, the stronger idea is considering the first lawyer as the contracting party in the transactions made by the second lawyer based on the principle of the originality of the contracting parties and also according to his or her instruction of the second lawyer for concluding a transaction hence s/he has to be held responsible for the fulfillment of the obligations stemming thereof. However, if the originality is given to the second lawyer's intention of having concluded the contract for the main principal, the second lawyer is considered as the owner of the transaction but s/he can demand the imposed losses' compensation from the first lawyer based on the axiom of heedless damage and article 263 of the civil law. But, in case that the first lawyer fails to assert position, the transaction belongs to the first lawyer and s/he has to fulfill the obligations stemming thereof based on the contract conclusion order and principle of contract endorsement on behalf of instructor (theory of the originality of the contracting party) as well as article 196 of the civil law (Bariklou, 2010). It is worth mentioning that the discussed assumption holds true when the subject of the transaction is found beyond the limits of the permission and a generally promised item; therefore, if a specific objective property belongs to the principal, the contract would be devoid of effect (Raypeyk, 1998) and the first lawyer would be responsible for compensating the damage imposed onto the second lawyer based on article 263 of the civil law.

The Effect of Legal Actions By the Second Lawyer Assuming the Unauthorized Agency in Respect to the First Lawyer in England's Laws:

In England's laws, as well, one of the agency actualization preconditions is that the lawyer should act with the intention of deputyship and, in case of signing a transaction, s/he has to do it with the representativeness intention and on behalf of the principal. It is only in this case that the effects of the lawyer's actions can be generalized to the principal and require him or her to the fulfillment of the obligations stemming thereof.

Here, taking actions with deputyship or other (without deputyship) intentions is the subject that has to be proportionally investigated and verified. As an example, when a person agrees to



transport another person's automobile from a place to another beyond the friendship relationships, the foresaid person can be considered as the lawyer of the car owner in such a way that if s/he perpetrates a fault during driving, the car owner can be in this way held civilly liable (Rahpeyk, 2008). In this case, it is believed that if a person acts on behalf of another, representativeness can be assumed even if the contract between the parties indicates that such a thing has been nonexistent. Therefore, the lawyer's intention for performing an action on behalf of and for the principal is of a great importance in the England's laws.

On the other hand, assuming unauthorized advocacy, the transaction signed by the third person (second lawyer) would be in any case uninfluential in respect to the principal and the delegation of the aforesaid transaction does not create any right or duty for him or her and s/he is not required to fulfill the obligations stemming thereof.

Assuming the delegation of transaction conclusion, as well, there are two states considerable: either the principal has delegated the secondary advocacy and appointed the second lawyer for him or herself or s/he has in the same way appointed the second lawyer for the first lawyer (Madani, 2013).

As it was mentioned before, the obligations stemming from the second lawyer's transactions can be generalized in both of the cases to the principal though there is created no contractual relationship between him or her and the second lawyer which was previously explained. Therefore, the lawyer's responsibility for the obligations stemming from the second lawyer's transaction should be solely investigated with such a presumption as unauthorized delegation of the advocacy in which case although the disclosure or non-disclosure of the principal's name by the first lawyer can be effective in the contingent civil liability of the second lawyer (in case of the non-disclosure of the principal's name by the first lawyer, the second lawyer would not be held civilly liable before the principal as was the case in Balsamo Case against Medicky), it seems that this issue cannot create any responsibility for the principal regarding the obligations stemming from the second lawyer's transactions without his or her permission and, in any case, the transaction would be uninfluential in respect to him or her. On the other hand, as well, the second lawyer has entered the transaction by the order of and for the first lawyer and, according to the aforementioned axiom, s/he cannot have any commitment in this regard.

Therefore, it is only the first lawyer who cannot evade the obligations stemming from the second lawyer's transactions based on any subject because the transaction has been concluded by his or her permission and order.

Although no discussion has been presented in England's laws regarding this subject, it seems that when the first lawyer discloses the name of the main principal to the second lawyer but a circumstantial evidence is formed indicating that the second lawyer has signed the transaction with the representativeness of the main principle and that the transaction belongs to him or her, no commitment and responsibility would be original in respect to the main principal in case that the transaction conclusion has not been delegated by him or her hence the transaction would be invalid and, in case that the principal suffers a loss as a result of non-delegation, s/he can refer to the causer of such losses, i.e. the first lawyer) for the loss compensation (and the second lawyer in case of not having been informed about his or her non-authorization); however, if the first lawyer fails to disclose the position, the transaction signed by the second lawyer would be apparently belonging to the first lawyer and the principal should refer to him or her and the



first lawyer would be held responsible for the fulfillment of the obligations stemming from the transaction.

The Effect of the Second Lawyer's Legal Action Assuming the Unauthorized Advocacy In Respect to the Principal in Iran's Laws:

Principal is a person who has transacted with the second lawyer. It was stated that in the transactions performed by the second lawyer (third person) based on representatives without main principal's violation of the specified limits, the logical thing is that the transaction is influential and the main principal would be responsible for the fulfillment of the obligations stemming thereof. A distinction has been made between the case that the second lawyer has asserted the position and the case that s/he has hid the position; in case that the second lawyer acts within the authorities' limits and asserts the position at the time of the transaction conclusion, most of the experts believe that the lawyer would have no responsibility in respect to the other transacting party and that s/he has to refer to the principal for the obligations' fulfillment (Katouziyan, 1985). This perspective has been drawn on the idea that the contracting party has intended the signing of a transaction with the principal when the agency position is disclosed to him or her and the principle of the contracts' relativity renders it necessary for him or her to only refer to the principal or the deputy (Emami, 1987 and Shahidi, 2003).

Furthermore, in case that the lawyer fails to assert position and proves it after the transaction's endorsement that s/he has signed the transaction as a representative for a principal, there is no discrepancy in this assumption about the transaction's belonging to the principal and the lawyer cannot have a right therein but there are discrepancies about his or her responsibility for the obligations stemming from the contract in respect to the contracting party. In the laws of Islam, as well, there is no discrepancy between Imamiyyeh jurisprudents that the lawyer would have no obligation in respect to the party if s/he proves position (Shahid Thani, 1990). In the laws of Iran, as well, as believed by some, if the lawyer fails to assert position at the time of contract's endorsement and proves afterwards that s/he has acted as a representative of another person, s/he is responsible in respect to the contracting party for the fulfillment of the obligations because it is believed that the transaction performance for the principal has no effect on the contract and the obligations stemming thereof are not lifted in case of its not being inserted in the agreement (Katouziyan, 1985). Therefore, by proving representativeness of another person, the transaction is viewed as belonging to another person and, as justified, no profit or obligation is created for the lawyer in contracts concluded by representativeness rather all the rights and duties of such transactions would belong to the principal (Bariklou, 2010).

As for the transactions endorsed by the second lawyer within the limits of the agency contract with the first lawyer but with the latter's violation of the his or her authority limits, it can be stated like before that the transaction belongs to the first lawyer and s/he has to fulfill the obligations stemming thereof based on the instruction of contract's conclusion and principle of the contract's conclusion for the person and article 196 of civil law and the second lawyer would have no responsibility in respect to the contracting party (Madani, 2013). However, in case that the contracting party sustains losses due to the principal or first lawyer's non-performance of the contractual obligations and the second lawyer is found not having asserted position, some believe based on the axiom of causation and article 331 of the civil law that the second lawyer is responsible for the compensation of the losses (Emami, 1987). Based thereon, the second



lawyer cannot be considered as the cause of loss stemming from the principal or the first lawyer's non-performance of the obligations so that s/he can be accordingly held liable for the compensation of the losses rather it is more appropriate for the contracting party to demand the lawyer for the compensation of the losses stemming from the principal's non-performance of the obligations in case of the contracting party's lack of knowledge about the lawyer's position. That is because it appears that everyone endorses a transaction for him or herself as stipulated in article 196 of the civil law (Madani, 2013).

It cannot be reasoned that the lawyer has endorsed the transaction for the principal and, in case of its rejection, the contract's obedience of intention makes its invalidation more expedient for the thing intended by the lawyer is the conclusion of a transaction for the principal and the thing that has happened is the transaction for the lawyer (Allameh Helli, 1998). In addition, it has been made expedient by the principle of the necessity of the contracts' stability and security that nobody can dodge the contract conclusion with the excuse of and claiming the agency position and non-signing of the contract for oneself or the contract's unauthorized conclusion. Article 196 of the civil law has also been enacted for the same purpose. Based thereon, the contracts endorsed beyond the limits and with generally promised items as their subjects are to be envisioned as the lawyer's contracts in case of the non-delegation by the principal and the former has to fulfill the resulting obligations (Madani, 2013).

The Effect of the Second Lawyer's Legal Action Assuming the Unauthorized Advocacy in Respect to the Contracting Party in England's Laws:

In England's laws, if the first lawyer discloses position and expresses the name of the main principal, a circumstantial evidence is formed indicating that the second lawyer has not performed a transaction for the main principal but if the first lawyer fails to disclose position, the transaction would be apparently belonging to the first lawyer and the contracting party has to refer to him or her for the fulfillment of the obligations stemming from the transaction. The reference to the second lawyer by the contracting party is suspended on the idea that the second lawyer should have been informed of his or her lack of authority at the time of contract conclusion. However, the contracting party can solely refer to the second party for the compensation of the losses, if any, and not for the fulfillment of the obligations stemming from the contract because although s/he has actually had no authority, s/he has falsely disclosed the position (Cheshire, 1991). Position disclosure does not lead to his or her being required for the enforcement of the obligations stemming from the transaction but its falsity causes him or her to be held civilly liable.

Also, in the assumption that the second lawyer has acted on behalf of the first lawyer but s/he has not disclosed the name of the main principal (the first lawyer) to the contracting party, the latter can refer to both of them (the first and the second lawyers) for the performance of the contract-originating obligations (Ibid). However, if the first lawyer discloses the name of the main principal in his unauthorized advocacy and the second lawyer happens to have signed the contract for the main principal but failed to disclose his or her name for the contracting party, the latter has the right to refer to the principal but the transaction would be under any circumstances uninfluential in respect to him and, in case of non-delegation, s/he would have no commitment towards the contracting party but the latter can refer to the second lawyer.



Assuming the non-delegation of the second lawyer's transaction by the main principal, the contracting party may incur losses. As it was mentioned, in this case, if the second lawyer has been informed of his or her lack of authority, s/he would be definitely liable for the losses imposed on the contracting party and the latter can refer to her; but, if s/he has not been informed of his or her lack of authority and endorsed the transaction assuming that s/he has been given advocacy for doing so from the first lawyer, his or her civil liability is annulled (Ibid). In this state, as well, a circumstantial piece of evidence can be created in favor of the second lawyer with the explanation being that apparent authority is one of the cases of authorization in the England's laws; by the apparent authority, it is intended that if a lawyer does not actually have an advocacy right and grants it to another, in case that the agency subject or conditions be in such a way that the advocacy right is commonly inferred, the second lawyer, as well, has the right to act based on the common inference and believe in first lawyer's advocacy right (Reynolds, op.cit). Therefore, it appears in such an assumption that the contracting party cannot refer to the second lawyer for loss compensation.

CONCLUSION:

Essentially, the secondary agency is divided into two types of granting advocacy right to another person and delegation of agency; the first is an ancillary advocacy following the preliminary advocacy and it does not usually end in the elimination of the first lawyer from the relationship but the latter is an independent contract that is viewed as a sort of the agency conveyance and its result, unlike the granting of advocacy to another person, usually a third person, for getting the agency subject done, is the elimination of the first lawyer from the relationship and the transferring of the contractual position of the first lawyer to the second lawyer hence the latter's deputyship in the position of the former. In all the three legal systems of Iran, Islam and England, the absence of the advocacy delegation right for the lawyers is a maxim and, in case of the absence of an explicit or implicit permission, the lawyers are granted exceptionally a right of such a type and, if the first lawyer, grants agency to another person without having the right to do so, the first lawyer and the third person are responsible for the contingent losses caused by the third person (second lawyer). It is believed that the joint liability of both of them in respect to the principal is the best method of responsibility apportionment with the difference being that the lawyer's responsibility is contractual and the third person's liability is of a presumptive nature. In the laws of Iran like in those of England, whenever the agency contract is found having been signed in line with the lawyer's interest and s/he happens to grant it to another person, the principal has no right to depose the second lawyer and the first lawyer exclusively has such a right. In the laws of Iran, the conveyance of the contractual obligation has been accepted in case of its being permitted by the main contracting party and, in case of the contract's delegation, including agency delegation, the contractual rights and duties are transferred to the second lawyer; however, in England's laws, since the delegation of the obligations is not acceptable though the rights stemming from a contract can be delegated to another person, the contractual obligations cannot be conveyed and the person to whom they have been transferred can vicariously get them done.



References

- Al-Hosseini Al-Sistani, A., (1996), Minhaj Al-Salehin, v.3, Qom, Maktabah Ayatollah Al-Ozma Hussein Sistani
- Bariklou, A., (2010), The legal effects of agency without the lawyer's right of advocacy delegation, *Journal of Law And Politics Research*, spring, no.28
- Cheshire GHI, (1991), *The law of agency*, London, Butter worth and Co Ltd.
- Emami, H., (1987), *Civil rights*, Tehran, Eslamiyyeh Bookstore, volumes 1&2.
- Ha'eri Shah Bagh, A., (1997), *Explication of civil law*, Tehran, Tehran University Press, v.2, 1st ed.
- Helli, A., (1989), *Sharaye'e Al-Islam Fi Masayel Al-Haram wa Al-Halal*, v.2, 2nd ed., Tehran, Esteghlal.
- Izanlou, M., & Pourghorbani, M. R., (2011), Agency in advocacy delegation, *Journal of instruction message*, summer, no.50.
- Katouziyan, N., *civil rights: promissory contracts and debt mortgages*", 1st ed., Tehran, Behnashr
- Madani, M., & Almasi, N., (2013), Distinguishing the granting of advocacy to third persons from agency delegation: comparative study of jurisprudential, Iran and England's laws, *journal of comparative laws*, article 3, 1(102).
- Najafi, Sh. M. H., (2015), *Jawaher Al-Kalam*, v.27, Tehran, Dar Al-Kotob Al-Eslamiyyeh.
- Rahpeyk, H., (2008), *Civil rights: specific contracts 2*, v.2, Tehran, Khorsandi.
- Rahpeyk, S., (1998), Criticism of agency theory in the transaction of third person's properties in Iran's civil law, *Journal of legal perspectives*, no.9.
- Reynolds F. M. B, (1996), *Bowsteed & Reynolds on Agency*, London: Sweet and Maxwell.
- Safa'ei, H., (2001), *Civil rights and comparative laws*, Tehran, Mizan.
- Shahid Thani, (1990), *Masalek Al-Afham Ela Tanqih Sharaye'e Al-Islam*, v.5, Qom, Mo'assessah Al-Ma'aref Al-Islamiyyeh.
- Shahidi, M., (1998), *Formation of obligations and contracts*, v.1, Tehran, Hoquqdan Publication Institute
- Shahidi, M., (2003), *The effects of the obligations and contracts*, Tehran, Majd.
- Thani, M., (1988), *Jame'e Al-Maqased*, v.8, Qom, Aal-e-Bayt Institute.

