PRINCIPLES AND METHODS OF INTERPRETATION OF INSURANCE CONTRACTS

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Abstract
The most accurate contracts may also involve ambiguity, and interpretation is an attempt to understand the legal concept. Insurance contracts are counted as accession contracts in which the insured has no thorough understanding of the terms. Because of parties' inequality in insurance contracts, they fall into a different category from the interpretation perspective and demand protective interpretation rules or principles which support the weaker party's interests i.e. the insured. Insurance contract interpretation doctrines are divided into two primary and secondary doctrines. The purpose of the primary doctrines is to unravel the mutual intentions of the parties which is common to all contracts and are applied in the first instance. However, if removing ambiguities is not possible by these doctrines, in this situation, the court has to apply doctrines with regard to unequal situation of the parties; the doctrines called secondary doctrines. In interpretation of insurance contracts, attention must be paid to facts of the dispute and the surrounding circumstances. Thus it's better for court to first apply the primary doctrine and, in case of ambiguity, to check the balance of contracting parties and then be applied by secondary doctrine.

Keywords
Accession contracts, Doctrine of contra proferentem, Doctrine of reasonable expectations, Insurance contracts, Interpretation doctrine.

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A COMPARATIVE RESEARCH ON FOUNADTIONS OF TORT LIABILITY OF ATHLETICS

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Abstract
Recognition the responsible person for damages in a sportive occurrence confronts several problems. These problems are due to nonrecognition of the liability criteria about these occurrences. For perfect recorgnition of the criteria, first one must know that a what a sportive occurrence is and which rules govern it. After examination of this problem, description of the attributes of a sportive action will be necessary. These attributes that can be generally summarized as doctorine of inherent risks and assumption of risk, play the most important role in the recognition of responsibility criteria. In the current study, based on desicions of foreign courts and positive law of Iran, we believe that founadrion of tort liability of athletics in foreign law is fault and breaching the rules of game by itself is not fault. But in Iranian Law, the responsibility of athletics towards each other is based on referability.

Keywords
Causes of responsibility, Conceptual domain of fault, Doctorine of assumption of risk, Doctorine of inherent risks, Subject-matter of fault.

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VALIDITY OF RESERVATION OF TITLE CLAUSE

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Abstract
The main purpose of this article is to determine the nature and effects of *Reservation of Title Clauses* in Iranian Law. To bring out the exact comprehension of its nature in Iranian Law, the study of the matter in other legal systems is required. Although it is not always easy to pass upon the question of validity of these clauses in Iranian Law, by highlighting the security interest in such contracts, the validity of this clause may be justifiable in some cases.

Keywords
Charge, Invalidity of contract, Reservation of title, Sale, Security interest, Suspension of contract.

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A COMPARATIVE STUDY OF CONDITIONS AND SCOPE OF QUOTATION FROM ANOTHER WORK (WITH EMPHASIS ON THE IRANIAN AND FRENCH LAW)

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Abstract
Protection of material rights requires that any use of work is considered impossible, if the copyright holder is not satisfied. However, in order to establish a balance between the exclusive rights of the author and the public interest, some uses in form of "exception" are permitted. One of the exceptions is quotation from another work. This study is a comparative study on recent exception conditions using descriptive-analytical method based on the Iranian and French laws. The results show that permission for quotation from another work is subject to compliance with the moral law in the French and Iranian laws. However, there are some rules for the quantity of quotation. In addition, although quotation in French and Iranian laws is not limited to a certain kind of literary and artistic works, the fulfillment of the requirements for application of the exception in the literary and scientific works are easier.

Keywords
Copyright exceptions, French law, Iranian law, Literary and artistic works, Quotation from another work.

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ECONOMIC ANALYSIS OF LOSS OF SUBJECT MATTER OF TRANSACTION BEFORE DELIVERY

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Abstract
Iranian Civil Code has anticipated the risk of destruction of subject matter of transaction before delivery in the form of a default rule in Article 387 and introduces the transfer of risk of destruction as the result of delivery of subject matter of transaction. The default rule should economically reduce transaction costs and disclose information to reduce moral hazard. According to the legislator, the seller is responsible for the risk, since the seller can assign the risk with the lowest cost. This would be correct in most cases, but not always, and sometimes risk tolerance by the buyer seems more reasonable. This situation has convinced some authors to introduce the mentioned Article as an irregularity and exception. Prediction of exceptions in this article will lead to further updating the provision. The parties should allocate the risk in a better manner. This study is an attempt to economically analyze the rule.

Keywords
Allocation of risk, Delivery, Default rule, Moral hazard, Transaction cost.

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LEGAL ANALYSIS OF COMPETENT AUTHORITY ENACTMENT OF THE RULES AND REGULATIONS OF IRAN ENERGY EXCHANGE

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Abstract
Iran Energy Exchange was established with the approval of Exchange Supreme Council in June 2011, and started its activities in the early June, 2012. Studying and investigating the rules and regulations of Iran Energy Exchange, some interferences and disorders can be observed in the competency as well as multiplicity of the enactment authority. Most of the energy exchange rules have been enacted by Board of Directors of Exchange and some by Exchange Supreme Council. Attending to the principle of "legislative authority competency" and also "The Law Governing the Securities Market" ,which is the governing law of the all exchanges in country, there exist some serious doubts about the competency of Exchange Supreme Council in legislating and enacting the intricate and technical guidelines including " guidelines for goods transactions and based-on-goods securities in energy exchange".

Keywords
Energy exchange, Exchange Supreme Council, Legislation competency, Rules and Regulations, Board of Directors of Exchange

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PONDERING ABOUT DOCTRINE OF FRUSTRATION OF CONTRACT ON THE COMMON LAW AND COMPARISON WITH THE FORCE MAJEURE ON THE PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACT AND IRAN LAW

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Abstract
When the parties enter into a contract, they are obliged to implement its obligations, but sometimes events occur that make it impossible to execute the contract or runtime status than the time of conclusion of the contract is fundamentally different. These events are referred to as legal excuses if eligible, the parties are exempt from the obligations and responsibilities. The most important legal excuses, the common law doctrine of frustration and force majeure is that exemption from contractual obligations and responsibilities of the parties. There are many similarities between the frustration of contract at common law and the rights of force majeure Including Iran's rights and the principles of international commercial contract law principles briefly called Unidroit. Frustration of contract occurs when suddenly accident and without negligence of the parties, contract enforcement is impossible or the purpose of the contract disappears as a result frustrate the contract. The closest institution to force majeure theory is the doctrine of frustration of contract. Force majeure occurs when the execution of the contract without negligence of the parties, in an outside accident, non-shedding and unpredictable is impossible.

Key words
Frustration of contract, Frustration of purpose, Force majeure, Common law

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PRESERVE PAYMENT AGREEMENTS IN THE COMPETITION LAW AND ITS IMPACT ON THE PRODUCTION AND SUPPLY OF GENERIC MEDICINES

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Abstract
The research and development sector in the pharmaceutical industry is very costly and complex, and companies are constantly engaging in competition with each other for opening of their new products. In fact, since the generic producers principally have no research and development programs, they are economically able to offer their products to the market with lower prices. Finally, this difference in cost can lead to the withdrawal of originator of the competition. For all these reasons, the originator companies try to delay their entry or make them encountering the dead-end by getting the patents certificate and the related legal support for it. These transactions are considered a satisfactory technique to protect the economic interests of Originator since they can be effective in commercializing medicinal products. Such agreements are currently placed under the anti-competitive practices, and the European Commission considers paying the fund in exchange for keeping generic makers away from the market illegal, contrary to Federal Trade Commission of United States of America which has taken a different stance on this issue.

Keywords
Antitrust, Economic analysis of law, Economic law, Generic companies, Intellectual property law, Medical law, Originator, Pharmaceutical.

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THE CHANGE OF MODE OF CLAIM

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Abstract
Article 98 of civil procedur of Iran has allowed the claimant to change the mode of claim, before the end of the first sitting of the court. Lawyers and writers of Civil Procedure have cosidered no more to the concept of change mode of claim and its procedure. Also law pointed out to change mode of claim ambiguously and didn't explain that "what the change mode of claim is and how its procedure is". The judicial precedent didn't fill this gap and didn't get clear precedent for changing the mode of claim. This study determins changing the mode of claim and its procedure through a comparative study of legal system of France and Iran. For this purpose, we first study the change mode of claim briefly, and then we check out the component of claim (action); also we consider concept of changing the mode of claim and compare it with parallel cases, and afterwards we will study the procedure of changing the mode of claim, and finally the coclusion of research will be mentioned briefly.

Keywords
Claim, Cause of action, Subject of action, Change the mode of claim, Change of relief, Additional action, Change of parties.

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