International Carriage of Goods by Road" (CMR) and Convention concerning International Carriage by Rail (COTIF) noted but in expressing the characteristics of the bill of lading, pointed to cases that are not in line with the above conventions. Contrary to the viewpoint that in land transportation only a roadmap that is a non-transferable document can be issued has accepted the issuance of bill of lading in this type of transportation and ended the disputes in this regard.

Keywords: *Bill of lading, Roadmap, CMR Convention, COTIF Convention.*

compensate for the depreciation of the currency (whether in the case of low or high inflation).

Keywords: *Depreciation, Fungible, Non-fungible (Priceable), Money, Borrowing.*

Bill of Lading in the 2019 Trade Bill with Regard to the Bills of CMR and COTIF

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The bill of lading is a document that is the reason for the existence of a transport contract and is issued by the operator or his agent at the request of the sender and the ownership of the goods for its owner, the receipt of the goods by the operator and his obligation to surrender the goods. There is no record of the bill of lading in our jurisprudence and Civil Code and the word bill of lading only in Article 383 of the Commercial Law has been used, but has entered into our domestic laws for the reason of practical necessity in trade and consequently in the transportation of this document with a look at international trade law. In the 2019 Trade Bill which has not yet received the approval of the Council of Guardians, contrary to the Commercial Law of 1932 that the bill of lading is defined and the characteristics and information contained in it are stated. Our legislator in expressing the necessary information contained in the bill of lading to the conventions of Convention on the “Contract for the

The Validity of Compensation for Currency Depreciation in Case of Debt Contract's Stipulation of an Option

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There is no doubt that the existence of inflation will cause a depreciation of the currency. The question arises here: if one person lends another a certain amount, should the debtor in agreed time only return the same amount (nominal value) or if he or she is also the guarantor of the depreciation of the money. In this regard, some have considered the necessity of the guarantee of depreciation of the currency and some do not accept the guarantee of currency depreciation and some have differentiated between the case of high inflation and low inflation and others have detailed between usurpation and non-usurpation. It has been concluded in this article, while analyzing the nature of money and emphasizing the credibility of the value of money that if a person lends an amount to another and during the contract stipulates that the debtor must calculate and pay the depreciation of the money in addition to the nominal value according to inflation, complying with this condition is required and paying the amount equivalent to the amount of depreciation of the money is not considered augmentation in debt contract and it is not usury, but if the condition for the reduction of the value of the currency has not been fulfilled in the debt contract, it is not necessary to

How to extinct option is one of the most important topics in options. The role of possession in the unstable contract by option of meeting place is the main question in this research which has been answered by descriptive-analytical method. According to the findings of this research: Firstly, the criterion for realization of the examples of possession is custom; secondly, possession is accepted as an extinguishing of the right of option of meeting place and thirdly, there is no need to obtain consent to the sale (Bayʿ) and waiving options for the realization of possession. In other words, the possession has subjectivity, not instrumentality (indicative characteristic); fourthly, up to the certainty of this ruling is the extinction of the option of meeting place by customer's possession in the object of sale. However, there are different jurisprudential views regarding the generalization of its decree to seller's possession (Article 450 of the Civil Code) in the consideration and customer's possession in the object of sale, and buyer's possession in the consideration (Article 451 of the Civil Code) and other options. This is despite the fact that Civil Code accepts possession's extinguishing of all options in articles 450 and 451 of the Civil Code. The generalization of this law to all options in the mentioned articles seems to be criticized.

Keywords: *Possession, Option of meeting place, Unstable contract, Binding power of contract, Termination of contract.*

property.” Law wants to obtain objects on the basis of “theory of commitment” and jurisprudence wants obtain property based on “theory of delivery.” The present method of performance at the law in order to achieve the right is the “fulfilment of obligation” according to these theories and the present method in jurisprudence in order to obtain property is the “delivery of property” according to these mentioned theories. Including that the law will solve the problems based on “violation and breach of commitment” and “subrogation in death” and jurisprudence will solve the problems based on “violation and breach of property” and the “existence of obligation” and each of which have different effects and verdicts. Therefore, the hierarch of Civil Code of the Islamic Republic of Iran, which is inspired by two sources of jurisprudence Fiqh (Arabic: فقه) and Roman law is like one person with two different personalities, because it has adopted Roman law in the case of “contracts and obligations in general,” and the basis is commitment and the basis is adoption in the case of “specific contract and the obligatory suretyship” that has been adapted from Jaʿfarī jurisprudence.

Keywords: *Obligation, Possession, Subrogation, Obligation, Violation of commitment, Violation of property.*

The Role of “Possession” in Unstable Contract by Option of Meeting Place (A Critique on Articles 450 and 451 of the Civil Code)

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competencies of property as one of the following conditions of contracting parties in the financial contracts intended by Holy legislator, and marriage occurs in a non-financial nature. The ways of recognizing of maturity in marriage in any sense are also different and connected to legal and social issues in this regard. Many attempts to amend the civil code related to the age of marriage and still remain without any results are rooted in the juridical ambiguities of the issue. This article, which uses the sources of ḥadīth (Arabic: حدیث) and jurisprudence using an analytical method, proves the hypothesis that maturity in marriage for most of the late jurisprudents means the necessary intellectual maturity in choosing a spouse and starting a family, not the possession of preservation and competency of property. Clarity in presenting the desired concept of marriage as a condition for maturity in marriage ends many social problems that lead to the establishment of civil laws without adequate enforcement guarantees, and sometimes incompatible with Jaʿfarī jurisprudence.

Keywords: *Maturity, Condition of maturity, Extravagant, Marriage (Arabic: نکاح; nikāḥ).*

Method of Performance: "Fulfilment" in Law or "Delivering Property" in Jurisprudence

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The issues of obtaining objects in law are under the method of "fulfilment" of the obligation and the issues of obtaining of property in jurisprudence are under the method of the "delivery of

the inference of the verdict in the next step. In the meantime, the approach to the subject through the ways of the text has not been overlooked by some. The result of the research is that the kind of views of the jurists and the way they deal with textual documents on the one hand and the unregulated effort in discovering the common position in interpreting transactional issues on the other hand has led to inevitable problems in the field of thematology and in this way identifying the areas of disagreement and its origin of disagreement and increasing delay in the thematology criteria helps to reduce the volume of differences and achieve common results.

Keywords: *Thematology of jurisprudential issues, Customary issues, Disagreement in identification of customary topics, Dissolution of transactions, Discrimination in prices, Separation of subjects.*

Analyzing the Role of Ambiguities of the Jurisprudential Concept of Maturity in the Unsuccessful Competencies of the Legal Age of Marriage for Girls

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Although the famous Jaʿfarī jurists supposedly agree on the lack of independence of safīh (Arabic: سفیه, imbecile) in marriage, their interpretation of maturity and being extravagant is not the same. A key question arises about the relationship between “maturity” and “marriage” since “maturity” means the possession of preservation and

even non-initiative instances. It is possible to consider advocacy due to this recognition as having a single meaning that has many examples. The conflict between the articles of the Civil Code concerning advocacy will be resolved in this way and various instances of advocacy can be identified in law.

Keywords: *Advocacy, Article 681 of the Civil Code, Juridical act, Juridical fact, Legal advocacy.*

Analysis of Jurisprudential Thematology Approaches through a Case Study of Liquidity of Transactional Issues

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Jurisprudential thematology is one of the most wide-ranging areas of jurisprudential disagreement. This discrepancy has emerged in various ways and in various situations, including the problem of dissolution of transactional issues. This article, based on the descriptive-analytical and exploratory method, presents a picture of the widening disagreement and also explores the causes of the disagreement. Despite the fact that the customary nature of the matter is a maximum agreed subject, but the views in identifying how to arbitrate the custom have been varied and this difference has led to the failure of precise definition of the issue and this difference has led to

but other components are either not documented or have no strong documentation. Therefore, active Kufr is (denial and falsification) against beliefs, not just non-reaction.

Keywords: *Kufr (Arabic: كفر, Denial or rejection of Islam), Infidel (Arabic: كافر, Romanized: Kāfir), Components of Kufr.*

The Role of the Nature of Advocacy in Recognition of Its Distinct Examples in Civil Code

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Although Articles 656 and 657 of the Civil Code of the Islamic Republic of Iran have ruled that advocacy is a contract, the provisions of Article 680 and Article 681 can be considered contradictory to advocacy as contract. The cause of conflict in these articles can be found in the absence of explaining the nature of the legal institution. It can be concluded by examining the existing opinions, that all possible legal natures have been attributed to the advocacy institution. Some have considered it to be a contract, some have called it unilateral legal act, some have considered it to be something between a contract and unilateral legal act, and some have considered it to be a compound unilateral legal act. It was concluded in the present paper that each of the owners of the above opinions has looked at advocacy and considered that case as the nature of the advocacy, while it seems that advocacy has a comprehensive value (up to the comprehensive) that can hold contractual, unilateral legal act and

The Analysis of the Concept of "Kufr" (Arabic: کُفر, Denial or Rejection of Islam) in Fiqh (Arabic: فقه, Jurisprudence) and Kalām (Arabic: کلام, Philosophical Study of Islamic Theology) and Its Jurisprudential Consequences

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The widespread use of the word "Kufr" (Arabic: کفـر, Denial or Rejection of Islam) in religious texts, having a wide range of religious and jurisprudential dimensions, and the topics related to it as one of the most important challenges of Islamic societies in the present era, requires careful examination of the meaning of this term and its components. This article, which is organized in descriptive-analytic manner, seeks to analyze the definition of this term and its features in the expression of jurists and theologians and examine their validity narrative documentation. The jurists and theologians have considered things such as: denial and falsification, ignorance, doubt about the existence of God and the Prophet's prophecy, lack of faith, disrupting foundations such as oneness (Arabic: توحیـد, Romanized: Tawḥīd, assertion of the unity of God) and ʿAdal (Arabic: عدل, justice), and belief in the causes for leaving Islam as components of Kufr. The findings of this research indicate that among the mentioned features, only rejection and denial have strong validity narrative documentation,

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The Infallible act (Fiʿl al-Maʿṣūm) of Imam ʿAlayhi al-salām (Arabic: عليه السلام, literally: peace be upon him) can be used as a means of expressing religion and conveying the message. Two Ḥadīths (narrations) of "Ghiyāth" (Arabic: غِیـاث) which indicate "Infallible act (Fiʿl al-Maʿṣūm)" and Ḥadīth of "Sakūnī" (Arabic: سَـکونی) which is a mixture of "speech and act" about "dealing with a debtor after proving insolvency" are contradictory at first sight and most jurisprudents have sought to gather the two Ḥadīths. The present research has been concluded by a library method and descriptive-analytical method that the jurists, assuming a conflict between the two Ḥadīths, have placed different factors to the superiority of Ghiyāth's Ḥadīth over Sakūnī, but the fact that jurists attribute the difference of opinion about an insolvent debtor to the difference and conflict in aḥādīth does not seem to be so true and therefore there is no conflict between Ghiyāth's Ḥadīth and Sakūnī's Ḥadīth in order to need to be prefer one over the other and as a result, there is no contradiction between "obligation to give a respite for an insolvent person" and "obligation to teach" on his behalf and Sakūnī's Ḥadīth does not imply the incapacity of acts, but rather "the obligation of acquisition to fulfill the debt."

Keywords: *Debtor, Insolvency, Ghiyāth's Ḥadīth, Sakūnī's Ḥadīth, Infallible act.*

An undetermined (undecided or pending) Mahr (Arabic: مهـر) or Ṣidāq (Arabic: صِـداق, bride price) is a type of bride price that is not accurately known in the contract but the mechanism of its calculation has been determined. The parties in this presumption shall leave the bride price open to be determined the arbitrator by the customary date or the opinion of either the party or the third party. Now the question arises whether a marriage contract which seal is indeterminate through time is correct or not? Accordingly, the authors have analyzed the various viewpoints and examined the mentioned discussion from the perspective of Jaʿfarī jurisprudence and Iranian Legal Code. The research method of this study is descriptive. The research information is also collected as a library method. The findings of the research show that brief knowledge (Arabic: العلـم الإجمـالیّ, general knowledge) is enough to clear the ambiguity of bride price and there is no need for detailed knowledge (Arabic: العلـم التفـصیلیّ). Therefore, it is not necessary for the bride price to be specified at the time of the conclusion of the marriage contract, but it is sufficient to be able to determine it in the future.

Keywords: *Mahr (Arabic: مَهـر, Bride price), Undetermined (Undecided or pending), Aleatory, Nikāḥ al-mutʿah (Temporary marriage), Brief knowledge (Arabic: العلم الإجمالیّ, General knowledge).*

The "Method of Dealing with a Debtor after Proving Insolvency" with an Emphasis on the Infallible Act in Two Ḥadīth of Ghiyāth and Sakūnī

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cited in the jurisprudent's theology that the verse "But those of [blood] relationship are more entitled [to inheritance]" (Arabic: وَأُولُو الْأَرْحَامِ بَعْضُهُمْ أَوْلَى بِبَعْضٍ, Transliteration: waoloo alarhami baAAduhum awla bibaAAdin) can be accepted as a general rule in response to the above question, and in the assumption of the anesthesia of the patient who has been removed from under the authority can also be referred to his relatives to obtain clearance. The legal and jurisprudential studies such as diligent search in cases of application and citation of the mentioned verse by the Jaʿfarī jurists by generalizing the verse or rectifying or isolating the effective cause as well as the rule of prohibition of detriment (Arabic: لا ضَـرَرَ, principle of harm) and think carefully about the practice governing the medical condition of the country at the present time, reinforces the hypothesis that the meaning of the guardian in this note is not a natural guardian (compulsory guardian) but is the satisfaction of one of the patient's first-degree relatives (customary guardian) which is jurisprudentially and legally is correct and will exempt the physician from liability.

Keywords: *Guardian of patient, Religious guardian, Customary guardian, Natural guardian (Compulsory guardian), Those of [blood] relationship (Arabic: أُولُو الأَرْحَامِ, Transliteration: oloo alarhami).*

Undetermined Ṣidāq in the Mirror of Jaʿfarī Jurisprudence and Iranian Legal Code

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Australia and the United States and it is also tried to investigate the rules of Australian and American mining law on ownership of minerals by individuals after the issuance of multiple licenses and views on ownership of mines in Jaʿfarī jurisprudence. The results of the research show that an interpretation should be presented about the ownership of mines that does not interfere with private property to allow for proper exploitation of mineral deposits and amending the laws.

Keywords: *Possession, Property or rights belonging to no particular person (Arabic: مباحات), Public property (Arabic: أنفال, ʾAnfāl), Mining, Mining law.*

The Conceptual Scope of Guardian of Patient in Note 2 of Article 495 of the Islamic Penal Code 2013

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The legislator in Note 2 of Article 495 of the Islamic Penal Code, introduces the guardian of unconscious patient in order to consent to treatment or discharge (action regarding quittance) of certain damages as the father and the public guardian and authority (the Supreme Leader). This Note is derived from jurisprudential texts, and there is a question regarding the mentioned Note, who is meant by specific guardian? Do the patient's relatives have the entitlement to sign the medical clearance? The present research which is written in an analytical-descriptive method, concludes by examining the cases

Abstracts

The Jurisprudential-Legal Review of Ownership of Mines with a Look at Australian and American Law

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The failure of rectification of theoretical foundations has led to a plurality of conflicting laws in the field of mining. Civil Code of the Islamic Republic of Iran under the influence of Jaʿfarī jurisprudence on mine ownership considers these resources to be private ownership, while in 1998 in order to preserve the sovereignty of the state over mineral deposits, the new mining law was ratified and established state ownership of mines. In contrast, the two legal systems of Australia and the United States are the leading systems with a coherent basis in the field of mining. It is tried in this article to investigate the methods of mining ownership in the Islamic Republic of Iran,