
Looking at the sales price, and Msmn effect on the validity of the French law

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Abstract Contract of sale is considered as one of the most common, complete and the oldest contract in bilateral contracts. a legal perspective, it is a simple exchange seller to buyer that met human needs in the past and gradually turned into its current form by adding some terms. According to the Iranian Civil Code (Article 338) and French civil law (Article 1582), consideration are regarded as the basic elements of contract of sale. Also, French's and Iran's law, in a bilateral contract, consideration must be definite and if it is not so, the contract will not be concluded and that makes it void. Of other aspects of consideration's effects in the contract of sale, we can mentioned to dissipation of the object of sale before delivery in French's and Iran's law that in this case must be distinguished. Based on the article 1601 of France, if the contract of sale is dissipated completely, the transaction is void but if a part of it be dissipated, the buyer may be able to rescind the contract. While, in Iranian law, if an entire of sale is dissipated, so it makes it revocable, and buyer may be able 361 based on option in sales unfulfilled in part under Article 441 BC if it is thus partial dissipation. The above-mentioned cases were some instances of the price's effect on validity of the contract of sale in French's law which is discussed in this study. **Key Words: Sale, Sale's Terms, Portion, Price, Iran's Law, French's Law**

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