

A Comparative Study of the Legal Effects of Trust with Deposit and Loan in the Legal Systems of Iran, France, and England

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1. Round 1

1.1. Reviewer 1

Reviewer:

The statement, "One of the reasons for the public's lack of awareness of the deposit contract is its insufficient application by lawyers," lacks empirical support. Consider adding data or examples from surveys or legal reports that demonstrate this lack of awareness among the public.

The claim that "a deposit is a contract" could benefit from cross-jurisdictional comparisons. The article could include a brief comparison of how other legal systems treat deposits—particularly systems like German or American law, in addition to French and English law.

The conclusion drawn from Article 607 about the gratuitous nature of the contract might benefit from a discussion of international practices. Does this rule apply universally across jurisdictions, or are there notable exceptions in other legal systems?

The revised definition of deposit might be stronger if you provide a comparative analysis of how similar legal terms are defined in other countries' legal frameworks, particularly in civil law vs. common law systems.

The definition of loan provided in this section could be further enhanced by explaining the rationale behind the prohibition of consumable goods as loanable items. Is there a jurisprudential basis for this distinction?

The statement, "the contract is dissolved upon the death or incapacity of either party," could benefit from legal citations or case law examples illustrating how this has been applied in practice.

The use of "Professor Keeton defines trust as..." could be bolstered with additional contemporary sources to show whether this definition has evolved over time or remains consistent across modern legal scholarship.

The statement about requiring written proof for deposit contracts could be expanded by discussing how modern digital transactions or electronic signatures impact this requirement.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

The phrase, "The author, considering the definitions observed in this contract and the numerous ambiguities it presents," could benefit from clarification. Specify which ambiguities are most problematic and why these are not adequately addressed by existing legal interpretations.

You mention that "some jurists briefly and comprehensively examine this contract." This statement seems contradictory. If the examination is brief, how can it also be comprehensive? Clarify what you mean by "brief and comprehensive" or revise for better coherence.

The section stating "some of these conclusions are accurate, others are merely incorrect interpretations" could be enhanced by clearly listing which conclusions are accurate and which are incorrect, along with a supporting argument for each.

When discussing the economic value of property, the example of "cockroaches or flies" feels overly simplistic. Consider using a more practical or legal example that better illustrates the point, such as intangible assets like digital currencies or software licenses.

You argue that "legal entities cannot be parties to the contract of deposit." This seems to contradict your later discussion of banks and institutions. Revisit this inconsistency and clarify the conditions under which legal entities may or may not be depositors.

The comparison between trust and contract would benefit from a more detailed explanation of the equitable obligations that arise in trusts. You may want to cite examples of case law where trustees have breached these obligations to provide context.

While you provide a solid explanation of why trust is not a contract under English and French law, this section would benefit from examples of case law or legal precedents that emphasize this distinction.

The idea that "delivery plays the role of rain" is metaphorical but might seem unclear to a legal audience. Consider using more direct legal terminology to explain the role of delivery in the formation of the deposit contract.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor's decision: Accepted.

Editor in Chief's decision: Accepted.