

OPEN PEER REVIEW

Comparative Study of the Characteristics of Monetary Obligations

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1. Round 1

1.1. Reviewer 1

Reviewer:

This assertion is too broad. A more nuanced discussion referencing major international legal scholarship (e.g., Proctor, Mann, European monetary law) should be incorporated to avoid overgeneralization.

The transition between economists' definitions and jurists' definitions is abrupt. The paragraph starting with "Economists and jurists have each provided definitions..."

In the subsection "The View of Economists", the authors rely heavily on Von Mises and Nelson. The sentence "Economists generally prefer to understand money through its functions..."

The passage stating "Jurists examine money from the standpoint of legal rights and obligations..."

The discussion on historical development (e.g., "The first paper money was used by the Chinese in 1016 CE...")

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

The paragraph beginning "In the second period, paper money lost its convertibility..."

The section on cryptocurrencies states: "The ambiguity surrounding these currencies... has led some states to refuse to recognize them..."

There is no discussion of judicial decisions (EU Court of Justice, U.S. IRS judgments) or regional statutes. More legal grounding is necessary.

The authors write: “Money is inherently a fungible asset...” and later: “A third group adopts an intermediate position... money may lose its fungible character.”

These positions contradict without reconciliation. A synthesizing explanation is needed to show how “fungibility across time” aligns with Iranian doctrine.

The paragraph: “Primary monetary obligations... While an obligation to pay money corresponding to misappropriated or destroyed property is...”

The section recounting English law distinctions (“It has been expressly stated that contractual interest does not conflict with the rules governing contractual penalties...”)

Authors revised the manuscript and uploaded the document.

2. Revised

Editor’s decision: Accepted.

Editor in Chief’s decision: Accepted.