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The Scope of Apparent Agency in Iranian, Egyptian, and Selected European Legal Systems and International Conventions

Mahdi. Mohammadi Nakhjiri[1], Mohammad. Sadeghi[2], Aziz. Fahimi[3]

[1] Department of Private Law, Qo.C., Islamic Azad University, Qom, Iran
[2] Associate Professor, Department of Law, University of Hazrat-E Masoumeh, Qom, Iran
[3] Associate Professor, Department of Law, Faculty of Law, University of Qom, Qom, Iran

*** Corresponding author email address**: m.sadeghi1@hmu.ac.ir

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EDITOR:
Richard Dodder
Emeritus Professor of Sociology and of Statistics, Oklahoma State University Stillwater, Oklahoma, USA. Email: rdodder@hotmail.com
REVIEWER 1:
Agwu Sunday Okoro
Lecturer & Clinical Law Administrator at Baze University Abuja, Abuja, Nigeria. Email: agwuokoro@gmail.com
REVIEWER 2:
Jeremiah Thuku Thuku
Department of Literary and Communication Studies, Laikipia University, Nyahururu, Kenya. Email: jerethukuthuku@gmail.com

1. Round 1

1.1. Reviewer 1

Reviewer:

In the paragraph stating that “In European legal systems, representation is commonly divided into actual authority, implied authority, and apparent authority,” the comparative generalization is too broad. European legal systems do not share a single uniform taxonomy, and English concepts of actual, implied, and apparent authority are not necessarily replicated in civil-law jurisdictions such as France and Germany. The authors should either limit this classification expressly to English/common-law doctrine or demonstrate, jurisdiction by jurisdiction, how analogous categories function in continental systems. Otherwise, the article risks imposing common-law terminology on civil-law institutions.

The discussion of Freeman & Lockyer v. Buckhurst Park Properties (Mangal) Ltd. should be substantially strengthened. The paragraph currently states that the case “associated actual and implied authority with agreement between the principal and the agent,” but it does not explain the case’s central requirements for apparent authority, particularly the need for a representation attributable to someone with actual authority to manage the principal’s affairs and reliance by the third party. The authors should provide the case’s full citation in a standardized legal format, accurately state the judicial holding, and explain why the decision is doctrinally relevant to the Iranian Article 680 framework.

In Section 2.3.1, the sentence “The principal’s obligation to notify the agent of dismissal is therefore a statutory duty” requires further legal analysis. The manuscript should clarify whether Article 680 actually creates an affirmative duty to notify or merely allocates the legal consequences of failure to notify. This distinction has implications for liability: if a genuine legal duty exists, its breach may support a claim in damages; if the provision only establishes an attribution rule, such a conclusion

would not automatically follow. The article should therefore analyze the normative character of the notification requirement rather than assume it.

In Section 2.3.4, the manuscript introduces a "least-cost analysis" to justify allocating responsibility to the principal. This is potentially valuable, but it appears abruptly and is not developed as part of the article's theoretical framework. The authors should explain the economic rationale more systematically: who is the least-cost avoider, what information costs are imposed on third parties, how easily can principals publicize limitations or termination of authority, and how does this analysis vary between civil and commercial transactions? Developing this argument could give the article a stronger law-and-economics dimension rather than leaving the point as an isolated assertion.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

In the paragraph discussing Article 107 of the Egyptian Civil Code, the manuscript should distinguish between termination of authority as between principal and agent and the continued effectiveness of representation vis-à-vis third parties. The sentence stating that "the rights and obligations resulting from the contract are attributable to the principal or the principal's successor" should be followed by an explanation of the doctrinal foundation of this attribution under Egyptian law. Specifically, the authors should determine whether Article 107 operates as a rule of apparent authority, protection of legitimate reliance, continuation of authority by legal fiction, or another mechanism. This would make the comparison with Iranian law substantially more rigorous.

In Section 2.1, the list of conditions of apparent agency includes the proposition that "the principal must dismiss the representative or agent without notifying that person." This formulation is too narrow for a section purporting to describe the general conditions of apparent authority. In the later comparative sections, the manuscript itself recognizes apparent authority arising from exceeding authority, expiry, death, incapacity, bankruptcy, and other circumstances. The authors should therefore distinguish between the specific requirements of Article 680 of the Iranian Civil Code and the broader general conditions of apparent authority found in comparative law.

In the paragraph beginning "For apparent authority to arise in common-law jurisdictions, three conditions are generally required," the authors should refine the second and third elements. Good faith, reasonable belief, inducement, and reliance are conceptually distinct requirements and should not be collapsed. The manuscript should explain whether actual reliance is required, whether the reliance must be reasonable, whether detrimental reliance is necessary, and whether constructive knowledge defeats protection. These questions are central to the doctrine of estoppel and should be addressed with greater precision.

In Section 2.2, the manuscript states that "the rationale of Article 680 must be located in the reliance and good faith of third parties." This is plausible but requires stronger doctrinal support because alternative explanations exist, including protection of transactional security, allocation of the risk created by the principal, protection of the agent acting without knowledge of dismissal, and the principle that the person creating the misleading appearance should bear its consequences. The authors should distinguish the historical-jurisprudential rationale of Article 680 from contemporary policy justifications for extending apparent authority to other circumstances.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor's decision: Accepted.
Editor in Chief's decision: Accepted.