Journal of Social Sciences and Humanities Research Fundamentals

TYPE Original Research
PAGE NO. 11-19
DOI 10.55640/jsshrf-05-02-03

Check for updates

Third-Party Breach of Civil Liability

Dr. Rasim Ayed Hassan

Lect., Head of Health Administration DepartmentAl-Furat Al-Awsat Technical University, Najaf Technology Institute, Iraq

OPEN ACCESS

SUBMITED 03 December 2024
ACCEPTED 05 January 2025
PUBLISHED 07 February 2025
VOLUME Vol.05 Issue02 2025

Abstract: Civil liability means a person's obligation to compensate for the damage he inflicted on others, whether this obligation is specified in legal texts or under a contract. Liability is divided into contractual and tort. Liability is contractual if the obligation that was breached has its origin in the contract, such as the seller's responsibility to deliver the sold item at the agreed upon time and place. Accordingly, there is tort liability if the obligation that was breached had its origin in an illegal act, that is, a violation of an obligation approved by the law. Does the contract bind only its two parties, or is it possible for its validity and effect to exceed another person, and once the breach arises, civil liability arises towards him.

Keywords: Third Parties, Liability, Breach.

Introduction: The principle is that a person is only responsible for his action, and therefore, responsibility for the actions of others is only determined as an exception, as it only exists concerning persons whose responsibility is stipulated by law. The Iraqi Civil Code has limited them to two categories, the first category is the one who is legally or by agreement obligated to supervise a person in need of supervision. The second category is the follower concerning the damage caused by the follower. As for the failure of others to fulfill contractual responsibility, it is the intervention of others in the contractual relationship between the creditor and the debtor, and this intervention results in the debtor being unable to fulfill the obligation that he is obligated to fulfill. The importance of the research

The importance of the research revolves around the question of the possibility of saying that the debtor is not responsible for the breach of others and the extent to which the latter bears responsibility at all on the pretext that the failure to implement is due to the intervention of others, or that the debtor is not immune from responsibility and must compensate his creditor.

Problem of the Study

The research problem in this topic lies in our acceptance of the saying that the debtor is not responsible. Can this responsibility fall on others on the basis that he was the reason behind the debtor's breach, and what is the nature of this responsibility, contractual or tortious? Accordingly, it is necessary to research the responsibility of others in terms of both contractual and tortious liability.

METHODOLOGY

In researching the breach of others in civil liability, we will take a descriptive comparative approach to some Arab legislations, such as Egyptian, Algerian, and French law.

Plan of the Study

Our study will focus on the breach of third parties in civil liability. To understand the research, it is necessary to address the subject in two sections. The first is the concept of third parties in civil liability. The second is devoted to the provisions of civil liability for the actions of others, reaching a conclusion in which we determine the results we conclude and the recommendations we recommend that will be the fruit of the research. May God grant you success.

Section One

The Concept of Third Parties in Civil Liability

Within the framework of the contract, liability is distributed among its parties. The contract may require the actions of other persons or actions that result in civil liability under the contract. On the other hand, the law or agreement requires that a person bear the actions of someone under his care or command. Therefore, it is necessary to shed light on the meaning of the third party and the statement of its legal position in the contractual and tortious framework in the following demands.

First Demand

The Meaning of the Third Party in Contractual Liability

The third party in the framework of our research is every person questioned about their actions by the parties to the contract. This matter certainly differs from the meaning of the third party within the framework of the relativity of the effect of the agreement, which is stipulated in Article (142) of the Iraqi Civil Code, which states that (the impact of the contract does not extend to the contracting parties and the special and general successor) (1), and accordingly it is understood from the above that the general and special successor cannot be considered from the third party. Still, the matter is different about the third party within the framework of contractual liability, as the general and special successor is considered from the third party. (2)

Therefore, we are faced with differences and variations in what is meant by the other based on the aspect from which the other is viewed. Consequently, we must define the other and explain its types. To reach this matter, we must establish a criterion to determine who is the other we mean here. We will discuss this in the form of two branches. We will allocate the first branch to defining the other, while we will allocate the second branch to the legal basis for the action of the other.

First Section

Definition of the Third Party

First, and before delving into the meaning of the third party, we must stand on the concept of the relativity of the effect of the contract, which means that the impact of the contract is not transferred except to its parties or the persons who are considered to be its parties, namely the general and special successors. This matter was confirmed by Article 142 referred to above of the Iraqi Civil Code (3), and as mentioned above, the contrary concept is that the persons to whom the effect of the contract does not apply are considered third parties; in other words, that the person is not one of the parties to the contract and is not one of the general or special successors, and that legal jurisprudence has called this method the concept of (exclusion), meaning that the individuals to whom the effect of the contract does not apply are excluded. They are considered third parties (4). Accordingly, the third party can be defined as the person who was not a party to the contract, a general or specific successor to one of the contracting parties, or a creditor or debtor to any of them. The subject of our research revolves around the concept of the third party in the framework of contractual liability. Here, it differs from what was mentioned above. Also, the concept of the third party differs from the third party to whom the creditor can directly refer (5). Before addressing the concept of the third party in the framework of contractual liability, we clarify that the basis of contractual liability for the act of the third party is based on a hypothesis, which is that concluding a sales contract between two parties, this contract will impose obligations on all parties, the seller and the buyer. Suppose we assume here that the buyer has pledged, for example, to implement his obligation to another person instead of him, and the latter did not implement his obligation or implemented it but was defective. In that case, this matter will make the buyer responsible towards the seller for all his actions and the actions of the person with whom he committed because there is no relationship between this third party and the seller, so the responsibility is based on the buyer here.

From the above, it becomes clear to us that the concept of a third party in the context of contractual liability for his actions means (the person whom the debtor was the reason for finding to fulfill his contractual obligations) (6). Accordingly, the third party in contractual liability is the one whose service must be sought by one of the parties to the contract and whose action results in a legal and intentional obligation under the contract to compensate the person harmed by his action within the framework of the contract. The second section

Legal basis for the act of others

General rules refer in their provisions to liability as a general rule, which requires us to stand around the legal basis on which the liability of the parties to the contract for the act of this third party is based. It is worth noting here that we are talking about contractual liability and not tort liability, so the text of Articles 218 and 219, which stipulate the liability of the principal for acts of a subordinate, is not applied because this liability is tort liability for the act of others and not contractual. In this regard, legal scholars have mentioned many theories that we will talk about below:

First: Theories based on the personal error of the contracting parties:

1- The first of these theories is the theory of obligation to achieve a certain result, which was based on the idea that The debtor must achieve a certain outcome and not perform a specific action, meaning that the debtor's performance of an action or activity is not sufficient, as the result of this action or activity must be achieved (7).

2- The second theory is the representation theory, which means that the third party here performs an action on behalf of the debtor and in his name and thus is his representative (8).

3-The third theory is the force majeure theory, which was attributed to the French jurist Pique. He was considered one of the most prominent jurists who defended it and considered this theory to be the basis on which the debtor's contractual liability is based for the actions of others who helped or assisted him in his obligation.

Second: Theories that are not based on the personal fault of the contracting parties

Some jurists have proposed a set of theories that are not based on the personal fault of the contracting parties. These theories are:

1- The theory of bearing the consequences: This theory is based on the fact that the debtor is the person who benefits from a certain activity and that those who seek their help or replace them in implementing this obligation, in whole or in part, then it is logical that the debtor bears the harmful results that they issue, so the debtor cannot reap the benefit without bearing the loss, and the basis of this theory is the basis of security as mentioned by Professor Dr. Hassan Ali Dhanoun.

2- The theory of implied guarantee: The idea of this theory is that the debtor bears responsibility for the mistakes of others whom he seeks help from or replaces him as substitutes in implementing the obligation, based on an implied agreement concluded between the creditor and the debtor, whereby the latter undertakes to guarantee the actions issued by others implicitly (9).

3-The theory of legal guarantee: This theory is based on the previous theory by establishing the debtor's contractual responsibility for the actions of others. This is due to the necessity of obligating the debtor for damages issued by the persons whom he seeks help from in implementing his contractual obligations (10).

After reviewing these theories, the researcher supports what the theory of guarantee has brought, as it is the most worthy of establishing the legal basis for the debtor's contractual Liability for the act of others, and that the reason for this guarantee is due to the third party taking the place of the principal and the debtor and being an extension of his personality, as the requirements of good faith are what justify equality between the debtor and the third party in this regard, in addition to allowing this distinction leads to the possibility of collusion and fraud between the debtor and the third party whom the debtor seeks help from to implement his obligation, and it is difficult for the creditor to prove this collusion to reach the debtor's fraud, in addition to all of this, allowing this condition puts the debtor in a better legal position than if he himself implemented his obligation (11), and there is a side of jurisprudence that believes that the debtor's Liability for not implementing the contractual obligation, even if it is due to the error of those he used or sought help from to implement it, is a personal liability, not Liability for the act of others. Contractual Liability is imposed on the debtor to implement the obligation in the manner stated in the contract, whether attributed to him personally or those entrusted with its implementation. The activity of these people in confronting the creditor is considered an activity of the debtor, such that the act of the debtor and the act of those he employs are equal in the circle of contractual relations. Their fraud or gross error in implementing it is considered fraud or gross error committed by the debtor (12). After referring to the position of the Iraqi legislator, we see that he referred to a general principle of contractual Liability for the act of others in Article 259/2. Even if the reference to it is indirect, the article is

an indication that the principle is that the debtor is responsible for the acts of the people he employs to implement his obligations. The exception is his lack of responsibility for them. (13). Accordingly, it can be concluded that this article does not refer to the debtor's responsibility for an act. Still, it relates implicitly to this guarantee, including cases of the lessor's or lessee's contractual responsibility for the act of the persons employed in implementing the lease contract (14). Accordingly, any person who follows the contracting parties shall be held accountable by the other party and shall be contractually liable for the act of others, based on Article 259/2 of the amended Iraqi Civil Code. Liability shall be limited to the error committed by the debtor and the errors committed by his assistants. The debtor's error shall be limited to minor errors, while the second shall include serious errors or fraud. It must be noted that the Liability of others shall be fulfilled by the availability of two conditions (15), the first of which is the existence of a valid and enforceable contract, and the second of which is the availability of all the elements of civil Liability.

Part B of French jurisprudence has held that recognizing the Liability of others for breach of contract necessarily means acknowledging that others have denied a previously existing obligation imposed on them, and the source of the obligation is the contract that imposed obligations and rights on the contracting party and others (16). The second requirement

The meaning of others in tort liability

Liability refers to the state of the person who committed an act that requires accountability, and what differentiates between whether the perpetrator of this act that involves accountability is legally, intentionally, or morally responsible is the manner of accountability (17). Liability for the act of others is now based on a presumed error that does not require proof. Liability for the act of others is an exceptional liability decided by the legislator exclusively, so it is not permissible to expand it to facilitate the injured party obtaining compensation. Liability for the act of others is also distinguished by the possibility of the wounded party returning to another person other than the perpetrator of the harmful act (18). The third-party who asks a person about his actions is either someone who needs supervision and the person responsible is obligated to supervise and care for him, and this is what we will discuss first, or he is a subordinate of the person responsible, secondly, where responsibility for the work of others is divided into the responsibility of those in charge of supervision and the responsibility of the person followed for his subordinate.

The first section

A person’s responsibility for those under his care

The Iraqi legislator has allocated a legal and intentional provision for the responsibility of a person for those under his care in Article (218) of the current Iraqi Civil Code (19). The responsible persons are exclusively the father and grandfather. Here, Iraqi legislation differs from Egyptian legislation, as the latter places responsibility on (everyone legally or by agreement required to supervise a person in need of supervision due to his minor or his mental or physical condition) Article (173) of the Egyptian Civil Code. The difference between the two texts leads to a difference in the ruling. When drafting the text, the Iraqi legislator took into account the decision of responsibility for the minor for his harmful act and made this responsibility an original responsibility, not a reserve responsibility, as is the case in Egyptian legislation (191 Iraqi and Article 164 Egyptian). It is noted that the Iraqi legislator has made the direct perpetrator’s responsibility easy, even if he is incapable of discernment or insane, and has dispensed with questioning others about him except within the narrowest limits. This means that this text should not be interpreted too broadly, and responsibility should not be limited to the father and grandfather alone because this type of responsibility is an exceptional type that cannot be expanded upon. There is a difference between the texts of Articles (218) and (191) (20). The basic difference between the two texts is that the precautionary responsibility that the text of Article (191) places on the guardian, trustee, or trustee is far from the idea of error or negligence in supervision. Therefore, the legislator gave them the right to recourse against the one who caused the damage and made the responsibility here a mitigated incomplete responsibility. The third paragraph of Article (191) stipulated that the court must take into account when assessing the compensation (the position of the opponents). As for the responsibility that Article (218) examines, it is a responsibility based on the presumed error, negligence in supervision. This is on the one hand. On the other hand, the two texts differ in determining who is responsible for the action of the minor. Article (191) is broader in scope than Article (218), as it includes in the first, the guardian or guardian or trustee, who is in the second case a minor, is subject to the father and grandfather (21).

Two conditions are required for this responsibility. The first is that the person covered by the care must be a minor, and the Iraqi legislator did not specify a specific age for minors. The concept in this regard is someone

who has not reached the age of majority, i.e., anyone who has not completed eighteen years of age, is considered a minor in the sense intended by the legislator. In contrast, the Egyptian legislator in Article (173, paragraph 2) has ended all disagreement on this issue, as he ruled that a person is considered a minor and in need of supervision if he has not completed fifteen years of age. Secondly, suppose the minor commits an illegal act. In that case, that is, if this minor commits an act that is considered a breach of duty or a deviation from the behavior of the average man, regardless of the presence or absence of the element of awareness or discrimination, the legislator took into account that the responsibility of those in charge of supervision is not based on the error committed by the person covered by care. Still, rather, it is based on the error of those in charge of supervision in this supervision, so the legislator relied on the existence of the objective element represented by the transgression or error without the psychological aspect of awareness or discrimination. The legal basis for this responsibility of the guardians is based on a presumed error, which is the failure to care for the duty of supervision imposed on him. Whenever the minor commits an unlawful act that causes harm to others, we assume that the father and grandfather are negligent in their duty of care, but this is an assumption that can be proven otherwise, according to what Article (218, paragraph 2) indicates. The father or grandfather can escape responsibility by denying the presumption of error and that he performed the duty of supervision, and if he proves that the harm occurred even if he performed this duty.

Section Two

The Responsibility of the Principal for the Acts of a Subordinate

The responsibility of the principal for the acts of a subordinate Article (219) stipulates that the government, municipalities, and other institutions that provide a public service, and every person who exploits an industrial or commercial institution are responsible for the damage caused by their employees if the damage is caused by their transgression while performing their service. The employer can get rid of responsibility if it is proven that he exercised the necessary care to prevent the occurrence of the damage or that the damage was bound to occur even if he exercised this care, as one of the conditions of this responsibility is the occurrence of subordination between the perpetrator of the harmful act and the person against whom compensation is sought. This dangerous act or error occurred while the subordinate was serving the principal (22) and while the subordinate was performing his job. The basis of liability here is based on an error in supervision and direction, a simple legal presumption and intent that can be proven otherwise. The follower is relieved of liability if he demonstrates that he exercised the necessary care to prevent harm or that the damage occurred even if he exercised this care. In addition, liability is fulfilled if he proves the foreign cause (23). The rules of tortious liability explain the third party's bearing of the harm that occurred to the person, not limiting it to the contractual framework and not extending it to others by distinguishing the legal effects of the contract and the legal positions and intent arising from it (24). These opinions have a long legal and historical basis. Therefore, the supervisor or the subordinate is responsible for the illegal act committed by the person subject to his supervision or his subordinate, either based on his negligence in education or supervision, based on his negligence in selection or observation, or based on his assumption of responsibility, so his responsibility is established for the act of others (25).

Section Two

Provisions of Civil Liability for the Act of Others

Fair compensation is the penalty resulting from the availability of the elements of civil liability, whether contractual or tortious, in the act issued by others towards the injured party. What raises the question here is who deserves compensation: Are it the two contracting parties or both of them, considering that they are harmed by the failure to achieve the effects of the contract?

To cover the previous question in research, we must divide the section into two requirements. The first will show the determination of the effects of others' responsibility for breaching the contract, and the second will allocate fair compensation as a provision for the injured party.

The first requirement

Determining the effects of the third party's liability for breach of contract

Many meanings have been mentioned for the third party in the legal framework, and these meanings have differed according to the legal situation. There is something related to the actions that transfer rights, something about the actions that transfer real estate rights, and something about the parties to the contract. What concerns us in this context is the third party who triggers the debtor's liability due to the failure to implement their liability (26), so we must clarify the scope of contracts in which the third party's liability can be raised.

Whereas jurisprudence differed in determining the

contracts that fall within the scope of contracts in which the responsibility of others is established when a breach occurs, one side of jurisprudence tended to distinguish between contracts that transfer real rights and contracts that create or modify them, as the breach thereof is embodied in them, while contracts that include, or transfer personal rights or obligations, do not establish the responsibility of others, basing their opinion on the traditional distinction between the types of rights (27). According to the jurisprudential concept of this trend, real rights and contracts that transfer ownership can be invoked against everyone. Accordingly, others are not allowed to deny the existence of the contract or its breach. On the contrary, personal rights and contracts that create or transfer them cannot be invoked because they do not have any validity except against the debtor, which means that The third party is responsible for this breach. After all, it cannot be used as evidence against third parties. However, this opinion was not accepted in legal jurisprudence or the judiciary because real and personal rights can be used as evidence against everyone (28). The Court of Cassation ruled that the property owner who owns the property while knowing it is the subject of a promise to sell, is responsible for harming the promisee (29). Another side of jurisprudence went to say that the responsibility of a third party arises only in consensual contracts without formal contracts because contracts concluded without taking into account the formality imposed by law and which govern the law itself have no authority in the face of a third party who announced his contract, and he became protected not only against a third party in bad faith but also against a third party in good faith (30), so he does not need to question the third party when he breaches it considering that the rules of formality are able to protect the contracting party who announced his contract and on the contrary, he does not benefit from this responsibility because his contract was not registered, but adopting this opinion leads to a transformation of the system of announcement or registration in countries where the announcement does not lead to protection for the announcer as long as it is not registered and the third party can breach it, so the French judiciary differed in adopting this direction until it reached the borrowing of fraud starting from the mere knowledge of the contract that was not announced, since the mere knowledge The second acquisition of ownership by the first unregistered disposition is sufficient to exclude the rules of real estate registration and consider the first disposition as valid (31). As for the position of the Iraqi legislator, the matter is different because the Iraqi legislator considers the registration of real estate sales as an important formal element in the real estate registration department for real estate dispositions (32). As for the dispositions that were not registered, they are considered to have never existed, and therefore, a third party cannot be forced to respect a contract that does not exist from a legal and intentional standpoint except that it is considered a pledge to transfer ownership of a real estate and does not prevent the contracting party from reserving his right to renounce it (33), which means that the third party's responsibility is established regardless of the rights that created the contract or the disposition that violated it.

The Second Requirement

Fair Compensation for the Injured Party

The damage is compensated when the elements of civil liability are fulfilled in the breach of contractual or tortious obligations, which is what the law aims to ensure its fulfillment to restore the balance between individuals, and this compensation is not relatively fixed because it is subject to change, making the responsibility of the causer of the damage a mitigated responsibility or exempting him from compensation, so providing appropriate satisfaction to the injured party does not require equality between the amount of compensation and the value of the damage, this matter is done in two ways, either restoring the situation to what it was before the breach of the obligation that resulted in the damage, which is called compensation in kind, or following the other method that mitigates the damage by paying monetary compensation, and it is the responsibility of the judge to determine the appropriate method and its amount (34), and the size of the damage is taken into account in the assessment, provided that it does not It is permissible to combine them, so both methods must be highlighted.

First Branch

In-kind compensation

In-kind compensation means restoring the situation to what it was before the damage occurred. This concept has been presented from two directions: the first rejects the term, and the second rejects the content. The first goes to say that if compensation as a penalty for civil liability represents a benefit by removing the damage, despite some objecting that removing the damage is in-kind compensation, Professor Savate does not see that removing the violation is in-kind compensation and that it is originally for the damaged thing because the judge rules to remove the violation, not compensation. As for the second, he rejects the content and denies its existence, saying that the only way to compensate for the damage is to rule for it a monetary amount and prevent the occurrence of the damage, not to erase it (35).

Another opinion (36) called the in-kind compensation the compulsory execution of the obligation since returning the situation to what it was is not considered compensation but rather an in-kind execution while returning the same with similar things is the clearest form of non-cash compensation and is appropriate to be called in-kind compensation. As for the judicial concept of compensation, we find that the French judiciary followed the procedure followed, which is in-kind compensation corresponding to the work of responsibility based on Articles (1382-1386) (37) of the French Civil Code, and accordingly, the French Court of Cassation ruled that when the property is in danger through the collapse of a neighboring property, the owner of this property cannot be forced to demolish and repair (38). We find Article (246 Paragraph 1) of the Iraqi Civil Code indicating that the debtor is obligated to implement his obligation in kind whenever possible, and the right to redress the damage in kind is also stated in Articles (168 and 169) (39).

Within the scope of our research on compensation for the harm caused by the error of others and their failure that created civil liability, we find that if the damage is caused to the harmed by others, the contracting party is responsible for the in-kind compensation for the harmed, which the court estimates unless it becomes clear that implementation is impossible.

The Second Section

Monetary Compensation

The basis of tort liability is monetary compensation, which is a type of compensation for a consideration, considering that most material and moral damages can be assessed in money (40), and resort to the possibility of ruling on monetary compensation in all cases (41) in which the conditions for in-kind compensation are absent, and in other cases the court rules on it with in-kind compensation whenever its reasons are available (42), and the court has the authority to determine monetary compensation according to the circumstances in the form of cash amounts delivered to the injured party in one payment or in several payments, and the estimation of financial compensation is based on two elements: the first is the harm suffered by the injured party and the second is the profit he lost, as they are considered (43) the basic determinants of the value of monetary compensation within the framework of liability Civil, and it may be difficult for the judiciary in some cases to estimate compensation for moral damage (44).

We see in the scope of compensation in kind or cash that the injured party seeks to remove the damage despite the impossibility of eliminating the events that resulted in the damage, so it is better to request the allocation of a sum of money to compensate for the damage.

Monetary compensation is considered the general rule in tort liability regarding compensation for damages. The principle is that compensation should be economic, which is easy in material circumstances. However, the difficulty arises in cases of moral damage, as this damage cannot be compensated for because of the lack of connection between psychological pain and human dignity and monetary amounts. The court rules that it is extremely difficult to estimate moral compensation. This requires that it be coupled with material damages, and there is no justification for granting monetary compensation for material damages without moral damages.

CONCLUSION

At the end of the research on the breach of third parties in civil liability, we find that the term third parties differ in its content in contractual liability from civil liability, and a set of results are based on this difference, the most important of which are:

RESULTS

1- The third party in contractual liability is the one whose service must be sought by one of the parties to the contract and whose action results in a legal and intentional obligation under the contract to compensate the person harmed by his action within the framework of the contract.

2- The principle adopted by the Iraqi civil legislator is that the debtor is responsible for the action of the persons he uses to implement his obligation unless he stipulates otherwise.

3- The responsibility of the third party for the action of one of them under his care is based on his negligence in education, supervision, selection, and observation.

4- Legal jurisprudence differed in determining the scope of contracts in which a third party is held liable for breach of the contract concluded between its two parties. This means that the third party's liability is established regardless of the rights that created the contract or the breached action.

5- If the harm occurs to the injured party due to the breach of the third party, the contracting party shall be liable for the in-kind compensation of the injured party at the discretion of the subject court.

Proposals:

1- We propose to the Iraqi legislator to establish the liability for the breach of the third party in legal facts and intentions by the provisions of tortious liability, considering that this liability includes all types of legal

actions and intentions.

2- The necessity of amending the legal text of Article 142, paragraph one, of the Iraqi Civil Code in force.

REFERENCES

Dr. Abdul Razzaq Al-Sanhouri, Al-Wasit fi Sharh Al-Qanoon Al-Madani, Sources of Obligation, Part One, Volume One, Third Edition, Dar Al-Nahda Al-Arabiya, Cairo, p. 746.

Dr. Muhammad Hanun Jaafar, Contractual Liability of the Contractor for the Act of a Third Party "A Comparative Study," Modern Book Foundation, Beirut, Lebanon, First Edition, 2011, p. 163.

Dr. Sabry Hamad Al-Khater, (The Third Party from the Contract) A Study in the General Theory of Obligation, Legal Library, First Edition, 2001, p. 25.

Dr. Muhammad Hanun Jaafar, the previous source, p. 139.

Dr. Hassan Ali Al-Dhanoun, Al-Mabsoot in Explaining the Civil Law, Part Four, Liability for the Act of Others, Wael Publishing House, Amman, Jordan, 2006, p. 10.

Dr. Abdul Rashid Mamoun, Contractual Liability for the Act of Others, Dar Al-Nahda Al-Arabiya, Cairo University Press, 1986, p. 61.

Dr. Muhammad Hanun Jaafar, the previous source, p. 201.

Dr. Mustafa Abdul Sayed Al-Jarhi, The Contract of Subcontracting, Dar Al-Nahda Al-Arabiya, First Edition, 1988, p. 81.

Muhammad Hanun Jaafar, the previous source, p. 212.

Lectures given by our professor, Dr. Abbas Al-Hussaini, to the PhD students of the private section for the academic year 2018-2019, College of Law, University of Karbala.

Dr. Mahmoud Gamal El-Din Zaki, Problems of Civil Liability, Part One, Cairo University Press, 1978, p. 46

Dr. Tariq Kazim Ajil, Liability of Third Parties for Breach of Contract, a research published on the Information Network, p. 83.

R- savatier-ibid.

Quoted from. Tariq Ajil, previous source, p. 94.

Al-Sanhouri, Al-Wasit, Volume One, Item 505.

Dr. Tariq Abdul Raouf Saleh, Tort Liability for the Act of Others, Dar Al-Nahda Al-Arabiya, First Edition, 2009, p. 59.

Article (218) stipulates that (1- The father and then the grandfather are obligated to compensate for the harm caused by the minor. 2- The father and grandfather can escape responsibility if they prove that they performed the duty of supervision or that the harm occurred even if they performed this duty)

Dr. Hassan Ali Dhunin, General Theory of Obligations, Legal Library, Baghdad, p. 280.

Article 174 of the Egyptian Civil Code (The principal shall be liable for the damage caused by his subordinate through his unlawful act, provided that it occurred during his duties or because of them...)

Dr. Hassan Ali Dhanoun, previous reference, p. 287.

The above source, 295.

Dr. Tariq Ajil, previous source, 408.

Dr. Mahmoud Gamal El-Din Zaki, previous source, p. 46.

Dr. Abbas Hassan El-Sarraf, Contractual Liability for the Act of Others in Comparative Law, Dar El-Kitab El-Arabi Press, Egypt, 1954, p. 27.

Article (209) of the Iraqi Civil Code stipulates that the court shall determine the method of compensation according to the circumstances .....)

Nasir Sabbar Lafta, Compensation in Kind (Comparative Study), Master's Thesis, University of Nahrain, College of Law, 2001, p. 24.

Professor Abdul-Baqi Al-Bakri, Explanation of the Iraqi Civil Law, Vol. 3, on the provisions of obligation, a comparative study, Al-Zahraa Press, Baghdad, 1971, p. 96, p. 136.French rebuttal referred to by Mazeaud (H et L) and Tunc (A.) ; Traite de la responsabilite, t1,5ed, n218, p. 274.Quoted from Nasir Sabbar Lafta, previous source, p. 29.

Dr. Munther Al-Fadl, The General Theory of Obligations in Civil Law, A Comparative Study, Vol. 1, 1st Edition, Sources of Obligation, Baghdad, 1991, p. 374.

Dr. Muhammad Ibrahim Sharif, Moral Damage and Compensation in Tort Liability, A Comparative Study, Master's Thesis, College of Law, University of Baghdad, 1989, p. 238.

Dr. Hassan Mohammed Kazim, Civil Liability Arising from Infringement of the Right to Image, A Comparative Study, 2007, p. 100.

Dr. Athir Abdul Jawad, Contractual Liability for the Act of Others in the Lease Contract, Comparative Study, University of Karbala, 2013.

Dr. Hassan Ali Al-Dhanween, Explanation of Civil Law, Part Four, Liability for the Act of Others, Wael Publishing House, Amman, Jordan, 2006.

Dr. Hassan Ali Al-Dhanween, General Theory of Obligations, Legal Library, Baghdad.

Dr. Hassan Mohammed Kazem, Civil Liability Arising from the Assault on the Right to Image, Comparative Study, 2007.

Dr. Sabri Hamad Al-Khater, (Others from the Contract) A

Study in the General Theory of Obligations, Legal Library, First Edition, 2001.

Dr. Tariq Abdul Raouf Saleh, Negligent Liability for the Act of Others, Dar Al Nahda Al Arabiya, First Edition, 2009.

Dr. Abbas Al-Hussaini on PhD students, Special Section for the academic year 2018-2019, Faculty of Law, University of Karbala.

Dr. Abbas Hassan Al-Sarraf, Contractual Liability for the Act of Others in Comparative Law, Dar Al-Kitab Al-Arabi Press, Egypt, 1954.

Dr. Abdul Baqi Al-Bakri, Explanation of the Iraqi Civil Law, Vol. 3 in the Provisions of Obligation, Comparative Study, Al-Zahraa Press, Baghdad, 1971, p. 96.

Dr. Abdul Razzaq Al-Sanhouri, Al-Wasit in Explanation of the Civil Law, Sources of Obligation, Part One, Volume One, Third Edition, Dar Al Nahda Al Arabiya, Cairo.

Dr. Abdul Razzaq Al-Sanhouri, Al-Wasit fi Sharh Al-Qanun Al-Madani Al-Jadeed, Vol. 7, No. 2, Al-Halabi Legal Publications, Beirut.

Dr. Abdul Rashid Mamoun, Contractual Liability for the Act of Others, Dar Al-Nahda Al-Arabiya, Cairo University Press, 1986.

Dr. Muhammad Hanun Jaafar, Contractual Liability of the Contractor for the Act of Others "A Comparative Study","Modern Book Foundation, Beirut, Lebanon, First Edition, 2011.

Dr. Mahmoud Gamal El-Din Zaki, Problems of Civil Liability, Part One, Cairo University Press, 1978.