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ABSTRACT
One of the International Convention on the sale subject merchandise (1980) is Breach of contract theory predicts. This means that whenever a contracting state and behavior indicate that will not perform its obligations in the future, the other party has the right to terminate the contract in accordance with the provisions of the Convention; namely conditions associated with acquisitions, given the right to terminate the contract and it is predicted. In this paper, initially material condition 71 and 72 of the Convention is explained and then we will examine the presence or absence of the same rights, France, Iran, England and America.

INTRODUCTION
Commerce and international trade is increasing as growing. Today, human beings are not able to meet all their needs through domestic transactions. Also, many of the items produced in the country will bring more expensive than buying from a foreign manufacturer. Buy-back contract can be considered as the most common legal practice to meet human needs, which by law has the habit of Communities. Most of the trading in this contract will take place in the international arena, and people familiar with the old contract. Range of international transactions as the sale of a dominant hand and the expression of these transactions requires that there is international law governing the sale so that areas the Moteaghedin parties are from different countries and different legal systems. Regardless of their knowledge, and different expectations about their rights and obligations and the other party, they are devoid of the element of trust in each other. The dispersion of the rules of national law, it is not worthy of international trade.

Legal Community that formerly was familiar with this requires available in business life, in different fields. Legal life of the people, has attempted to preparation and approval of laws aimed at equalizing rules. Among the various conventions with varied topics that have been observed so far in the international arena, Should distinguish a special place for convention on international sale goods approved 1980. One of the main topics of the Convention is breach of Contract about forecast. This means that after contracting it is clear that by the vendor or customer commitments will be implemented in the future.

• What is the task opposite person now?
• Is it possible to distinguish right to Motebaye possible damage to prevent this loss?

Articles 71 and 72 of the Convention have answered this question. Article 71 reads: “If after conclusion of the contract to be determined that one of the parties as follows, will not play an important part of its obligations, on the other this right shall to suspend itself implementation of commitments”. Article 72 states: “Whenever prior to the contract implementation date, is clear that one of the parties will commit fundamental breach of contract the other side can terminate contract?” Then convention to such an individual gives 2 rights, the right to suspend performance of the contract and right to terminate the contract. Our discussion in this article on Article 72 namely is termination contract and review other predicted performance a guarantee is requires a separate inquiry.
Forecast possible breach of contract:

First Paragraph – concept:

Addition to being fundamental breach of contract right to terminate grants the affected person, predicts possible future violations may be will lead to grant cancellation rights. In international transactions in some cases, according to requirements for this type of transactions particular distance from each other and have a two-person marriage and a distrust of each other, circumstances arise that not to pledge future is clear from one side to the other. What should it say? In these cases, any short may be occur irreversible destruction consequences. Convention Wayne in addition to being under conditions predicted the right to suspend the implementation of the commitment; in cases where permits termination such contract. With regard to the disrupting trade is an anomaly, giving the right should be carefully considered before the researcher fundamental breach. This right should be understood to cases where one of the parties with compelling reasons reaches the conclusion that person the following actions is considered fundamental breach contract.

In this case, with the termination of the contract, possible damaged can for example desired products purchase the other person or sell their goods to third party (Neumayer, karel et ming Catherine, 1993). The Talk Vienna Convention rooted article 76 uniform international sales law which provides that: "When before the specified date be clear to execute a contract that a contract committed a Fundamental breach contract will be other person shall be entitled to terminate the contract. In exercising the right to terminate due forecast breach is contract article 72 of the convention it facts. First, what is the criterion of action to enforce the right to terminate, assessments of the status of a party opponent, so these evaluations should be combined with realism this benefit is more than that of the internal standard should be relied on to contexts and external standards. Second if the applicator right to terminate according to Article 72 of the Convention right to terminate, in his own assessment is not an accurate measure of external the result is that unnecessary to spend a false impression to terminate agreement between them (Plantrad,1998). In addition to being to confirm and accuracy action loses ability referring to article 72 of the convention, may be own is also commits a material breach of the will this is useful for a person (Neumayer, 1993).

Third if there was exercise of the right of cancellation and transaction involving did not attempt to breach of contract to citing forecasts fundamental breach and in the future was obtained heavy losses; It does not seem all this damage is attributed to commits a fundamental breach; because affected person could procedures in place survive making arrangements for the losses. The task of the injured to reduce the amount of damages in rights of civil liability, it is certain (Bariklo, 1385) and this confirms in article 77 in Convention. Are: "The person who cites to breach of contract is required terms of condition in order to reduce losses among lack benefit due violations, are common conventional measures. If the he fails in above measures - violating can be claimed damage reduction to the extent that could be reduced damage." The conditions Article 72 of the Convention states: "If before date of contract it is clear that one of the parties will commit fundamental breach contract; the other side can denounced the contract. Also party intending to declare the contract is terminated, when is it appropriate is obliged to give notice of canonical other person." This Article three conditions for the termination is to be withdrawn prematurely; first clarity committing violations in the future; second basis being violations; and third reasonable notice to apply cucumber. Two first conditions refer to create cucumber the third condition to implementation of right of cancellation.

Reminder this point it is necessary achieve date implementation of contract not know of conditions apply right to terminate through anticipated Fundamental breach contract. Although if it has attained due to the violation occurs, other discussion of right to terminate is not through anticipated fundamental breach. In the assumption right to terminate the case it will be possible to citing articles 49 and 64 of the convention. Of course despite all the above conditions it is necessary but not enough; namely not only conditions should be collected but should be established absence of obstacles. In the related to terms this is noteworthy that the despite all conditions of must ensure that, because the right to terminate in the Convention unlike the original it of type anticipated Fundamental breach.

The first condition - a clear violation of the Future:

The first condition is illumination of violations in future violation being the constraint has been at the top of Section 1 Article 72. This constraint mentions due to the one of the parties on unfounded grounds does not attempt to breach of contract; because in addition, it may be its own is responsible damage to the person, applying Article 72 itself acts also can be considered breach of contract his behalf. This result is clearly different from. In most cases, commentators have considered a ground for terminating. New conditions or the demand that the other party does not perform its obligations, he will not perform its obligations. Certainly, it was supposed to be on the other side, the fact that the commitment to run wills not (Schelechtriem, 1998). It has been said that the obligation to express that commitment would not draw the same criterion because may be time for him to execute the change (Audit, 1990). In sum, it seems, if the other side refuses to engage with the
confidence to commit to terminate, cancel, he is untenable. Correct predictions for breach of contract, failure to perform the obligation must be clear in the future. In addition to the pledge, may be resorting to other Contexts. Unlike Article 71 on the right to suspend in clear breach of Article 72 of the basic factors can not be considered in the future. Moreover, for the right to suspend, it has been necessary due to anticipated breach and violation of the Supreme Being, and it is not clear violation.

As an analogy, we can say, to exercise the right of termination by virtue of Article 72, and not sure we need more precarious than in accordance with article 71 of the suspension. To clearly identify the alleged breach, it does not seem to be relevant evidence that is presented by the commentators and more than anything, the circumstances must be considered. Article 71 concerning the suspension of the contract, to undertake the dramatic decline in the credibility of his or her behavior and the creation preparations the contract is worth the case turned out to be an important part of committing future violations occur. Also, thanks to this toy commentators have examples to explain. But there is no such term in article 72 to come to our aid in identifying the obvious and non-obvious. Two possibilities can be made. First, the clear understanding of the circumstances mentioned in Article 71 to be used in the future to identify clear violation of constitutional violations in the future so that the right version is pending. These materials are incorporated in the Substances of 71 and 72. It is therefore likely that these criteria can be used on the suspension of Article 71, Article 72 regarding the termination.

The second possibility may be that this is the criteria of Article 71 to Article 72 does not useless, because, firstly, in Article 72, suffered what is likely to be followed, the permanent termination of the contract and not stopping performance of its obligations, namely, that the suspension is not in the contract under article 71 of the convention. Thus, the two materials are different. This confirms that it is important to realize the situation different for the two institutions. Second, the drafters of convention did not consider the possibility because if it was, they would have to know and recognize the clear breach referred to in article 71. However, this is not the case, secondly, there is a fundamental difference between the two terms so that the probability that the first passage on the one hand, the likelihood of future violations shall be determined in accordance with article 71 while the right to terminate the article 72 of the aforementioned resolution is necessary. So this difference in the use of words indicative of the seriousness and finality are more in the Article 72 and on the other hand, the violation of article 71, the benefit is suspended, it is not necessary to spend a violation of fundamental importance and great enough to be known. The place of arbitration between the two, the latter is important.

Survival has always been the same convention as possible. Of course, one should not assume that the criteria of Article 25 of the Convention. This occurs because the sum of the right; on the one hand, the exercise of the right of cancellation to avoid further losses and on the other, to avoid losses due to bad judgment exercised the right to terminate the opposite side. The practical usefulness of these criteria can be considered in if a reasonable person in the position adopted its right to terminate even though his speculations prove incorrect; the termination shall be considered valid.

The second condition - the realization of violations in future:

Another requirement is a violation of Article 72 of the forecast. This condition should terminate in accordance with the rules of the Convention. According to the Vienna Convention on the breach has terminated. As stated in paragraph (a) of Article 49 of the Convention and the right to terminate the contract where the customer, we read: “If the failure to perform any of its obligations under the sales contract or breach of the Convention, the contract is considered, in this Regulation” such paragraph of Article 64 of the Convention, the vendor is repeated.

The provision read: “If the customer does not fulfill any of its obligations under the contract or this convention shall be considered a material breach” detailed study of the concept of fundamental breach requires a separate investigation but we needed to address it briefly. Article 25 of the Vienna Convention states: “Breach of contract by one of the parties is essential that the resulting damage to the other side entry so that he mainly those under contract are entitled to expect it. To deprive, unless the party in breach did not foresee such an outcome and like a normal person would, he predicted similar conditions and circumstances are not able to make such a conclusion”. Violation of Article 25 of the Vienna Convention when it knows that the two conditions have to be major damage to other expected benefits and the ability to predict damage.
First - Major damage to other expected benefits:

It is reasonable to conclude that the Convention is not to bash it because it does not constitute a breach of any violation. What is it about this requirement should be stated firstly that alleged breach occurred, it must not be suffered any damage, but damage to the expectations; Secondly, the assumption of losses realized the first condition is not met, unless the latter part of the first requirement is also fulfilled. Partial and minor damages should not be the case, but the damage is major. For example, trade a ton of rice, ten pounds of corruption, it is not considered a fundamental breach because damage to the interests of the person under the contract is expected to be drawn imagine not having any interest in any of Moteghaedin world, it was respect. Explicit with regard to article 25 of the decree is to be withdrawn. The first condition is composed of three components which must their first bet of breach of conditions is fulfilled. The above expression is detected in each case should be considered all these issues because of a fundamental breach of contract and the right to bash acres are anomaly.

The ability to predict the damage committed:

There is not a charge for any damage. One limitation of a claim for damages, damages for loss of predictability that is nasty. To demonstrate the role of this requirement, see the following example. Businessman known do some repairs on their shoe to shoe. The agreement was supposed to be at a certain time, but it was not the shoe businessman loses a profitable business deal because of the lack of shoes. In the example above the trader will not damage the Shoemaker appointed as the amount of damage is unpredictable to commit the idea that such a trader is unlikely to be the only pair of shoes. Compliance with this requirement is the responsibility of the Contractor under discussion. Most legal systems tend to accept this condition. German law provision in the contract have not accepted responsibility, because it is German lawyers, the theoretical debate about the harm caused, the main theory or canonical proceedings are choosing to liability claims. Convention as well as the regulation of contractual responsibilities, in addition to Article 25, Article 74, was said: “Damage caused by the perfidy of contracting parties, the trespasser is limited to losses that are anticipated during the contract”. So the convention has given the majority opinion.

Civil liability can be said about the origin of this difference is partly due to the adoption of the principle of full compensation for damages. Should not be assumed to be the same in the main drawbacks of the conventional and predictable, and there's no need to look further. The task is separated from the base. The task of conventional theory, the effective detection is harmful interference when devices are in an accident. This means that this theory plays by a role in the accident. Responsible for determining responsibilities, we need a theory of predictability loss. It seems that the identification by the conventional theory, to what extent has the responsibility. Also it is noteworthy damage prediction time. The prevailing theory of contractual liability is given time of the contract, while the simultaneous action detrimental to civil liability, parties should be able to predict the impact of their actions. The difference is due to be written time dependence of the contractual agreement. Article 25 of the Convention concerning the anticipated loss of time, is silent, while Article 74 criterion has been the agreement explicitly. Looks silence of Article 25 can be supplemented with article 74. This view is corroborated by Article 7 convention. Convention concerning the interpretation of the rules says:

Issues relating to matters governed by this Convention their task is not specified explicitly in the Convention, be resolved according to the general principles it is based on convention. Also, the as some have said often contracting parties Hingak following the execution of the contract are not violated, but this does not preclude the parties to take note of violations in the future. Indeed the information contained in the contract that it is possible to predict, although it is possible in exceptional cases, be considered details after the contract. Another question is what should be expected for a trespasser? It must be said in response if we pay attention to both conditions Article 25 of the Convention. We find not only does the Convention forecast is loss of essential but it should also be predictable rate. Because in this Article in addition to major damage the expected benefits person, to violation of basic research, the ability to predict the outcome of the major damage and other words the amount of loss is the emergency has been declared and diagnostic criteria for foreseeable losses does not consider purely private affair. The appearance in 1150 of the French Civil Code the drafters of the Convention this is also evidenced in articles 25 and 74.

In this indebted to the amount of damage that contract Time predicted is responsible, no more. Provided that non-performance of the contract is the result of his fraud, despite this French writers and precedent diagnostic criteria of Rule foreseeable losses are made.as promised of the Sloth it may not be an accurate picture of what and his prediction of the damage is limited, this does not impair the rights of the other party. So lawmakers Harch have tried to make some sort of criteria, the Vienna Convention was not unaware of the affair. As fundamental breach of Article 25 in the following states: Unless the person who has attempted to breach of contract has not anticipated such a result. A person conventional as it also in similar circumstances it could not predict it. Then in addition to the committed also damage should for a normal person, of course committed in the circumstances, it is not predictable, until acts committed not considered Fundamental breach.

According to the context for the second part of Article 25 this violates the must prove unpredictability damage. However, the violation of the first requirement is to prove the claim. What is the anticipated breach of
the condition it is that any violation of the predicted future cancellation rights is not even obvious. Our predictions for the violations committed by the first sub-component and can not be terminated. The first argument is that even a minor breach is efficient plants and terminates the contract in place, what appears to be a minor violation of the right to expect. Moreover, there is no violation of the minor and the minor within the meaning of constitutional violations. Compared with the suspension, it can be said is that in accordance with Article 72 explicitly, this blanket is anticipated breach of an essential criterion, while violation of Article 71 in what is expected to be important. Before the date alleged breach of contract should be made clear in Article 72. It was the time of the contract, the subsequent loss can be attributed to the transaction involving and also, you can also hire an implicit cucumber harvest. If at the time of contract, breach of committing crimes, may be option but according to Articles 72 Articles 49 and 64 of the Convention, but cucumber is the case.

The third requirement - notice of termination to the other party:

In paragraph 2 of Article 72 of these are: "The party's intention to terminate the contract, what time is required so that appropriate give notice to the other canonical this enables him to provide the to ensure adequate to fulfill its commitment. The third condition is stated to be terminated prematurely terminated before applying it to the opposite side of caution. However, the duty to inform, to apply left and tying if that is not enough for this opportunity. If that is not enough time to send a notice of termination, the first two conditions are sufficient for the realization of the possibility of termination. However, as has been said, thanks to the wide variety of communication means that there was not enough thought seems unlikely. Send notice to presentation In order to provide assurance guaranteed by the other side, however, if there is chance of these things should not be seen as a warning condition. If there is opportunity, caution must be otherwise apply cucumber is not correct. Notice to the other party the right to terminate this reason that he might destroy the guarantee of the doubt and practices. Convention on the Regulation also shows their best not to end the contract. Comparison between the right to suspend or terminate the context of the notification is provided for Article 72. Termination and Suspension of the information being provided is concluded in paragraph 3 of Article 71 concerning the suspension of the contract: A person may suspend performance of its obligations, whether before or after delivery, it shall immediately send notice of the suspension to the other person.

This means that caution is necessary in any case pending before the suspension of the right to be added, however, that Article 72 does not. According to paragraph 3 of Article 71 of the Convention, the question arises is the notice of suspension to the suspension conditions? This provision states that notices of suspension, if the suspension is as possible after the notice of suspension forced expected and not send the notice before the suspension. If we rely on appearance, without notice, only if a liability claim with damaged accumulation of the right to claim damages. Nevertheless perhaps be said warning awarded the contract to undertake the third condition, because, firstly, to ensure the projections, as violations of the conditions is useful for both the disadvantaged possible, the right to terminate or suspend the contract. The other of violating the sanctions foreseen in paragraph 2 of Article 72 has been terminated: A person who plans terminates the contract; what time does it require the other person is obligated to give notice of canonical so is it possible for him in order to adequately fulfill its obligations under the guarantee. Also, fairness and good faith in the implementation of the various laws, such as Article 1134 of the French Civil Code, Article 242 of the German Civil Code and etc and implicitly of the Vienna Convention Article 7 is to be withdrawn, it confirms the necessity of notice of suspension before the suspension side. Skip Paragraph 3 of Article 71 of the Convention so that it reflects a suspension notice, makes it difficult to suspend the contract. Section 3 of the Regulation can be corroborated by a recent approach, where it is said: "If the parties to provide adequate assurance of its commitment, it would resume its obligations".

Resume commitment that is meant to stop and come back to perform, It has emerged that the contract be suspended after notice and giving the guarantee runs out. This is not the first warning and then be suspended. Suspension, termination does not lead directly to a contract termination the place of arbitration between the two views, the first view is the law as it is reasonable and consistent with the appearance of the second view. Of course the duty to inform the cucumber in addition there is an opportunity; there are other exceptions as well. In paragraph 3 of Article 72 states: "If the other person is saying will not perform its obligations the requirement will be removed in the preceding paragraph.” according to this regulation, if the other party is not willing to performance of its obligations, no need to give him fair warning. It is said that because of the above Regulation just make sure that in future such abuses, is not required to give notice. Moreover, it is said, the goal of the information is likely to ensure the and finally a broken contract, however, with the announcement of a commitment regarding the lack of commitment, should be rejected to guarantee.

Section III – Barriers:

In this section, we review the specific obstacles imposed by virtue of Article 72 of the cucumber. It is enough to guarantee that a particular barrier to the other side. In paragraph 2 of Article 72 states: "The party's intention to terminate the contract, when is it appropriate obliged to give notice of canonical the other side until
for him. It is possible that to ensure adequate to fulfill its obligations. "Giving reasonable notice to determine the or nothing is guaranteed the committed because in such cases, possible convention marriage is not the end of it to survive. If provide a guarantee for the fulfillment of obligations, there is no other place to terminate the contract.

It is one of the leading trade the circumstances governing the contract and clearly state the other hand, to conclude that will face in the future with breach in this regard, following the termination of the contract to prevent possible harm. If you are committed to take action to ensure, eliminates circumstances where the other party was Inference. However, it is not enough to guarantee instances will be different. In addition, diversity is nothing-different instances of the circumstances governing the contract. In this regard, what more than anything else should be considered, one factor that has encouraged the parties to terminate the contract as an example, imagine if the vendor to the customer is insolvent and no ability to pay for the transaction is terminated, proof lack of bankruptcy can be considered a sufficient guarantee.

Comparative study:
First Paragraph – France:
In French law there is no general rule for the breach. In this study should be noted that in French law under Article 1134 of the Civil Code states: "Contracts that have been signed into law replacement of the people who have made them, this contract cannot be rescinded, Aqalh or directions unless the law allows. These contracts must be performed in good faith. "Binding force of contracts, primary need contract and goodwill regulation on the implementation of the contract is concluded. In French law the rule is not applicable to there is no gratuitous contracts upon which each of the parties' performance of its obligations shall be subject to other contractual obligations.

Yet in French law, Article 1613 of the Civil Code of the vendor in the event of bankruptcy gives the customer the right to withhold the submission of job-dedicated, unless guaranteed to fit, is blatant breaches of contract rule anticipate. Means ensuring that the right to compensation for any loss resulting from the failure to perform the contract or to be sure there is enough. It is not necessary guarantees to ensure the full implementation of the contract, i.e. the contract may be guaranteed even with the delay. But the difference in this case is not the same as passing. On the one hand, Article 1613 of the Civil Code, termination of contract is limited to consumer bankruptcy and did not pay attention to other circumstances, the salesperson simply have to speak the truth. Moreover the concept of fundamental breach, a concept is not recognized in French law.

Section II - Rights in Iran:
Law enforcement in Iran is another example of our justice system is written, there is no general rule on the subject. It should be noted our rights under article 219 of the necessary, based on the principle of civil law contracts and termination of licenses is limited to specified cases. In certain cases the right of cancellation cannot be seen due to anticipated breach. It should be noted that these examples do not mean that principle is stated in Article 72 of the law we are exactly. But we can trace the thinking that has led to the Article 72 of the Convention. French law is similar to the view of Iran's rights. Since, there are many similarities between the written laws. It can be said that Iran's rights have been partly influenced by the French law.

Rights violations in Iran to predict the course of rational justification because in the future it is necessary to prevent harm circumstance obligations of the other party and it seems unlikely create an equilibrium point for Motebaye in seems reasonable. Policies can also be an effective legal and judicial acceptance of this theory. Also, there may be unforeseen create such an institution in civil rights and but there is disagreement about the existence of international law seem necessary. It seems to Article 380 of the Civil Code for such blatant right. The legislation stipulates that: "If the customer lenders and job-dedicated to him, the vendor is entitled to restitution and surrender is still not the job-dedicated, can refuse to give it".

This regulation can be considered similar right of cancellation due to anticipated future violations. But you knew that, firstly, the overall price is above assumption substance; secondly it is limited to the vendor and thirdly the customer is limited to bankruptcy. Aside from the civil law, commercial law, the material can also be found instances of suspension of execution of the contract. For example, it can be noted that Article 237 of the Commercial Code provides: "After the protest, dishonor and I am writing to request the holder of the bill, you can toggle the payment or promise of payment in aspect of the bill including costs and expenses against a reference if you have to pay immediately." Article 237 of the Commercial Code, a legal presumption of lack of protest default document has been prepared and willing to commit to future performance obligation, to ensure that only reliable evidence is ineffective and only when the exporter and the endorser must have the ability to introduce the toggle means to confirm the promises, if it is proven otherwise. This confirms that the presumption against defaulting requires time commitment will be made to the holder. This regulation applies to commercial paper is based on Article 72 of the Convention. Exporter and endorser since not only achieved the terms of the guarantee are paid, but I guarantee they are reasonable the decision referred to in Article 237 of the Commercial Code is reasonable. Immediate payment of terminating the application of Article 72 is the same. Request a
document holder to give notice to the guarantor can be regarded as committed to in paragraph 2 of Article 72 of the Vienna Convention 1980 and finally as a sufficient guarantee of the Guarantor under paragraph 2 of Article 72 which can act as a barrier to exert cucumber. It must be understood that Article 72 of the Convention is more general.

Article 238 of the Commercial Code, the matter is one in which the track earlier thought. In this article, another example of which is indicative of the lack of commitment is expressed in the future. According to this article: "If someone protesting against the non-payment of money to you, but it has not been accepted for the person who has accepted it has not reached maturity yet the owner can accept the request for payment to the guarantor or otherwise it will guarantee the payment.” When Baratgir protest against a proposed payment is not paid so you have to accept that, but it has promise in early maturity, this means that the trader is in a state of suspension of payments and the possibility that he was about to be declared bankrupt. Such a situation occurs where the merchant acceptance by holders of commercial paper, but it is not reached them, which gives the right do not worry terms of payment documents. It is essential that the debtor be examined they still have not come to maturity payments on debts, if it has failed to clarify the issue; his promise is not a promise to others.

If the trader is able to introduce another appropriate manner to guarantee or pay money to a document, you are not yet Moyel remaining maturities. Otherwise, it becomes clear that he is facing bankruptcy and the debts are on the unity is the basis of Article 237 of the Commercial Code. This means that two articles of the Commercial Code in such circumstances the foresight and wisdom enshrined traders interact with each other so that it was the story of a sensitive document holder concerns and promise of regulatory authorities, potential commercial document usance.

What to Article 533 of the Commercial Code to suspend the execution of the relevant contract, It is although the effect of bankruptcy, debt had become insolvent, but it seems that one of the fundamental principles of the rule can be do not predict future commitment due to bankruptcy and therefore gross impairment in ability to perform the contract. This is issues that in the first paragraph of Article 71 of the International Convention on the sale of goods are dealt with. The dramatic decline in credit can be interpreted as saying that in cases where the contract implemented before the arrival date, possible occurrence of events business and financial circumstances of the parties. This situation can be a presumption against not be committed to meeting its obligations in due time. Dramatic decline in credit extended interpretation must be committed to the things that the economy is also on the ratchet is broken. Impairment in the ability to perform lack of credit as may be mutually related. Not only can’t the obligation to pay the purchase price, but also the dealer who sold the goods be linked to funding.

Section III - Rights of British:

Suspend performance of the contract is the belief of many roots in common law countries and then imported to the rights of the Roman - Germanic. In common law countries, the term le «Anticipatory Breach of Contract» have been used as an equivalent for the word. Anticipated breach may be clear, like lawsuit against hochester de la tour in 1853 where it was agreed in April to the beginning of June that want to hire a courier, but in May, wants to know that does not need the service. Claim for damages by the plaintiffs in the lawsuit along with the succeeding months. In contrast, the predicted violations may also be implied. This is where the crime is committed by the conduct itself unable to enforce contracts, like this fight against knight frost in 1870. In this case the agreement was read to the demand after the death of her father before his nomination on both the demand and the last letter it stated. Demand immediately pursued her claim for damages and was successful in this regard. At this stage, the judge declared that read in the commitment to get married with demand, not a commitment to the future, but a present obligation has been breached; committed as a basic right that the contract is completed when the right time comes running. A claim for breach of promise of future marriage, now outdated, the legal basis used in these cases as a general rule to be announced. Thus it is not only committed to the promise of commitment but also refused to cancel the promise made in earlier times.

Cancellation of refuse as has been said not without risk. What damage may if it is impossible to execute the contract within the time available, lose your right to file a lawsuit? This argument against avery seen Bowden in 1885. Note that in such a case, the contract remains valid until it is impossible to and the performance of the contract impossible, breaking the previous one are overshadowed and the equality of both parties to their contractual obligations are cleared. The forecast for the UK rights violations, cucumber is granted the breach of contract is essential. The concept of breach of UK law is not identical with Vienna convention and it is further violation of those conditions that are known condition.

Section IV - Rights of America:

Another representative of the common law, America’s trade rights and specifically the uniform Act, it is. Prescribed in Article 610-2: "When one of the parties to the are contract do not commitment of time it will take the part of bonfire and the damage it does to the other side would expect, during a time of loss can be seen to be commercially reasonable waiting to perform that part of the contract by the party that had of the contract will
not be or the use of sanctions for broken promises despite the fact that the offender has been informed that will be expected to perform his obligations and his obligation under the contract is established both assumptions may suspend performance of its obligations or the breach, with regard to the article about the vendor's rights, job-dedicated or accepted in accordance with the contract delivery or receipt of the goods to the job-dedicated unrealistic.

Also the same opinion there is common law rights of the representative the Uniform commercial Code, the law of England in America. The difference in America we are facing right now a text written on it. In this Regulation different legal person who thinks gains a fundamental breach will occur in the future has noted, one of which is terminate the contract. Among other actions, as the case may be cited purchase and resale of goods by the customer together, we can say that Article 72 of the Convention has been most affected by the rules of common law rights and America in particular.

**Conclusion:**

As discussed extensively accordance with the provisions of the International Convention on the sale of goods (1980). If after contract is identified vendor or customer will not perform its obligations under the terms of the future other person contract can use the two rights convention has granted him. The right to suspend performance of the contract (Article 71 of the Convention) and the right to terminate the contract (Article 72 of the Convention), conditions for the use of these rights consists of are clear possible violations in future and despite the personal circumstances for the possibility and also giving notice of termination to the other party. Of course if to ensure adequate of possible violation to fulfill its commitment major obstacle will create for termination.

In this way, actually a way to prevent possible harm suffered how to prevent the loss will be replaced other practices compensation damages. In English law theory predicts violations independently are discussed and has right to reject the contract. The potential loss also Article 2-610 America the Uniform commercial Code there is the same mechanism but rights in France and Iran. There is no such entity and in these two countries. There is principle of necessary contracts. In French law although the 1613 law right to refuse sold submit the salesperson who the buyer sees is in a state of bankruptcy but the scope the difference is that the article 72 of the Convention at rights in Iran also the materials distributed like materials 237 and 238 and 380 of the Civil Code there are similarities with provisions of the convention. But such institutional independently not accepted at Iranian law.

**REFERENCES**