



## The Ordinary Bond Authenticity in proof

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### Abstract

Ordinary bonds are those documents prepared by the parties, either by themselves or by a notary public to implement a lawful action, and signed by the contracting parties alone and witnesses, if any, without the intervention of a competent public official, The ratification of the signatures of individuals by the municipality or the employee delegated by him for this purpose is not a form of formalizing the certified document, because ratification of signatures does not aim to prove the legitimacy or validity of the contract or document, It only proves the identity of the site without conducting the control on the content of the contract, but the public employee may edit it in one case only, which is when he edits it in his personal capacity, that is, as an ordinary individual and not as a public employee. Ordinary bonds aim to prove a legal act or a specific legal fact and prepare it as written evidence to prove this fact or legal act. Authentic between its contracting parties with the data contained in it, including its date, so in all of that it is also an argument against all, except for third parties, about the date of these bonds, the date is an argument against others when it is fixed, so it is invoked against others. But if the date is not fixed, then it is not an argument against others, but rather an argument against others, i.e. between the contracting parties, the parties to an electronic transaction linked to an electronic signature may have the same authenticity as an ordinary bond.

**Key words :** Ordinary bonds, Authenticity and electronic signature.

**Received:** 25 July 2022 **Revised:**28 August 2022 **Accepted:**10 September 2022

### Introduction

God Almighty commanded his servants to document debts in writing, by saying:

(1) **(يا أيها الذين آمنوا إذا تداينتم بدين إلى أجل مسمى فاكتبوه)**

“O you who believe! When you contract a debt for a fixed period, write it down. Let a scribe write it down in justice between you”. **(Surat Al-Baqarah-282)**

Article 72 of the Civil Code states that one of the evidences for establishing the right is writing and documentation, and this was also confirmed by the text of Article (2) of the Evidence Law.

The importance of writing is summed up in the fact that it records the incident to be proven in particular, whether this incident was a legal act or a legal incident.

It is also a way to prepare in advance for proof, and it is binding and authoritative because the law has specified it and specified its authority and did not leave it to the discretion of the judge.

As the authoritative writing is not conclusive and accepts proof of the contrary, either by denial or forgery, it is also considered one of the original methods of proof, and it is evidence that stands on its own

without being complementary to existing evidence, it may be sufficient on its own, or it may not be sufficient on its own, and it must be completed by complementary methods in the event that it is considered as a principle proven in writing.

Since it needs methods to complement it, it is basically an original method, but it is not sufficient in proof and must be supplemented by evidence or judicial presumptions it is also one of the methods that are valid to prove all facts, whether they are material or legal actions, and whatever the value of the right to be proven.

The methods of proof in writing are stipulated in Article (5) of the Law of Evidence, as follows:

**1- Official proof.**

**2- Ordinary proof.**

**3- Unsigned papers**

Everything that applies to writing applies to these methods, and we limit our study in this research to the authenticity of ordinary bonds in proof, and they are also called edited because ordinary individuals are the ones who edit them without interference from public authorities and are subject to the rule of custom and tradition.

To study the authenticity of ordinary bonds in proof, the study must be divided as follows:

**The first topic: - What are ordinary bonds?**

**The second topic: The authenticity of the ordinary bonds between the contracting parties.**

**The third topic: - The authenticity of the ordinary bonds date in relation to others.**

**The first topic:**

**What are ordinary bonds?**

To study the nature of ordinary bonds, this study was divided into two demands, the first one talk about its definition, and the second distinguishes ordinary bonds from official bonds, as follows:

**The first demand: the definition of ordinary bonds**

To determine the definition of ordinary bonds, we divided this demand into two Sections as follows:

Section one: Definition of ordinary bonds:

Some jurisprudence has defined ordinary bonds as the writing that a person signs regarding a legal action without the interference of a public official in its editing (2).

Some jurists also defined it as: "It is a paper signed by a person with the intention of preparing evidence for a specific fact; without it being issued by a public official specialized in editing it" (3).

As for the Jordanian Evidence Act, it defines ordinary bonds in Article (10) by saying, "The ordinary bond is the bond that includes the signature of the person on whom it was issued, whether with his seal or a fingerprint, and does not have the status of an official document." (4)

It is clear to us from these and other definitions that I did not mention that ordinary bonds are papers that are signed by ordinary individuals without any public official interfering in their writing and editing in his professional capacity, however, the public servant may edit it in his personal capacity only, that is, as an individual and not as a public servant.

The purpose of its editing and preparation is to prove a certain legal action and to prepare evidence of a specific fact, these papers must be signed by the signature, seal, or fingerprint of the person against whom they are invoked, and they are complete evidence in the proof, and the ordinary bonds are named by this name because common law has made contracts originally subject to restrictive assets, or because

ordinary individuals They are the ones who formulate and prepare it without interference from the authority in that.

They have also been called **Idiochira** because they are subject to the rule of common law without being bound by an original that is bound by it. The ordinary bond also includes bonds that did not meet the conditions prescribed for official documents.

An official document that did not meet the conditions prescribed for it to be considered an official document becomes an ordinary document and has the value of ordinary documents, provided that the person concerned has signed it with their signatures, seals, or fingerprints.

## **Section two: the Types of Ordinary Bonds and Conditions for Their Creation:**

After we reviewed the definition of ordinary bonds in the language and legal terminology, we must review in this second section the types of ordinary bonds and the conditions for their creation as follows:

### **First: the ordinary bonds Types:**

a. The Ordinary bonds that are prepared for proof:

The bonds prepared for proof mean bonds that include writing signed by the concerned parties and are complete evidence against them, and they are “(5)bonds prepared in advance of proof, so they are prepared evidence and not incidental evidence” because they are papers prepared in advance to prove the fact or legal action and are Signed by whom is an argument against them, The purpose of its preparation is to establish evidence of a specific fact, and it is required that to be in connection with written evidence prepared for proof, this evidence must include writing proving a legal fact, or that this writing is signed by the person to whom this document is attributed.

And the jurists have called the bonds prepared for proof, “a document that is clear and decreed, which is to be addressed, that is, issued with the title to write in its body from so-and-so to so-and-so as is customary.

And it is a binding argument as if it was uttered “(6) “and some have called the bonds prepared for proof with the bonds with a special signature” (7)

The papers prepared for proof are the papers prepared to prove legal actions such as selling or renting and the like and its strength in the proof is less strong than official papers, as it is not a pretense if it is denied by the one from whom it was issued.

“The authenticity of the papers prepared for proof includes what the papers prove through the report and what these papers prove through the notification” (8).

But on the condition that what is proven by the papers prepared for proof by reporting is directly connected to what these papers prove through the report, and this is what Article (1220) of the French Civil Code stipulates by saying: (The official or customary paper shall be an argument against the two parties even if these papers did not mention it except as a way of informing, as long as the notification is directly related to what was mentioned by way of the report But if the notification is Not belonging to the report, it is only valid for the principle of proof in writing), the paper prepared for proof was originally prepared to confirm what the two parties decided on selling, renting, commitment to the right, renewal and other legal actions, and this is what the paper proves through the report.

In the paper prepared for proof, there may be a mention of some facts that were not originally prepared for proof, but are related to them and were mentioned as a prelude to clarification, and this is what the paper proves through the notification.

French professors such as Plainolreberogabold mentioned two examples of what was mentioned in the paper prepared for proof, for the sake of informing. We quote them as follows:

1- The paper that was prepared to prove an old debt and it was mentioned as a way of informing that the interest on the debt was paid until the day the paper was issued, so this notifications is directly related to

the debt that the paper was prepared to prove by way of a report so the notification Here is completely authoritative, as it is written evidence from the discharge of the interests of the debt until the day this paper was written.

2 - The paper prepared for the renewal of the salary (rente) by changing the debtor, and he mentioned it as a way of informing that the new debtor undertakes to pay the salary in the future, as the connection of this news with the salary before the renewal is considered an indirect link, and it is not valid as complete evidence that the case is from The salary installments until the day of issuing the paper has been paid in full by the old debtor as soon as the new debtor has pledged to pay the salary in the future<sup>(9)</sup> and the notification here in this example is nothing but a principle proven in writing that must be completed with evidence and presumptions.

### **B - Ordinary bonds not prepared for proof:**

They are papers that are not usually prepared in advance for proof and are not signed by their owners, and the law gives them a certain authority in proof that varies in strength and weakness according to the elements of proof they contain.

They are considered incidental evidence in the proof and include letters, telegrams, and papers that are not signed, such as commercial books, notebooks, household papers...etc.

About messages, the legislator has given in Article (13) of the Evidence Law and Article (17) of the Electronic Transactions Law that messages have the power of proof, and they are papers that are not prepared for proof, but they become as complete written evidence if they meet the normal conditions of attribution by including from the data what determines the incident It is intended to be proven, and a signature with the full name on the copy necessary for the paper prepared for proof.

As for telegrams, they have the normal attribution power of proof, provided that their original, deposited in the post office, is signed by the sender, It may be agreed that the data transferred or stored using modern technologies through a secret number agreed upon between the two parties shall be an argument against each of them to prove the transactions made pursuant to those data.

As for the unsigned papers such as commercial books, household papers and visas, which indicate the debtor's acquittal, the authenticity of these papers is not related to the availability of the full terms of the ordinary bond, especially in terms of including the signature, Therefore, it does not have the power of complete written evidence, but rather it has a certain authority in proof according to special conditions stipulated by the law.

Second: Conditions for creating ordinary bonds intended for stability:

We mention here the conditions for creating ordinary bonds prepared for proof so that we can understand the subject of regular bonds prepared for proof in a deeper and more focused way. We summarize these conditions as follows:

#### **First: Writing:**

Writing is one of the conditions for creating ordinary bonds prepared for proof, and it is an obvious condition because without writing there is no bond, and the legal action remains confined between its parties and it is difficult in case of dispute to establish evidence for it because signing the bond is nothing but a dependence or confirmation of what is recorded in the bond and as confirmation of the commitment contained therein, Writing is a necessary condition for creating ordinary bonds intended for proof, but it is not sufficient alone to create them, except in the case of annotation of the debtor's acquittal, in which the signature must also be present in addition to writing, They are both necessary and sufficient conditions to create the regular attributions in their correct form, and one does not replace the other, for writing alone and signing also do not constitute attribution of proof. However, writing can be a principle of proof by writing, if it is alone and the writing is in the handwriting of the debiting party and is not signed.

"And every phrase indicating the intended meaning is valid after its signature to be evidence of the person who signed it (10), and the Jordanian legislator does not stipulate any condition in writing, nor does it require that this handwriting is from its signer, but rather It may be in the handwriting of the foreigner, or on a typewriter or printer"(11) .

## **Second: the signature**

It is a voluntary act intended to express the consent of the signatory to the content of the bond, and it is considered material and direct evidence that the consent has been obtained on the part of the signatory to the establishment of the bond and that the consent is free from defects of consent.

It also means marking or placing a distinctive mark specific to the person who signed it, which allows him to identify and dispose of his identity easily in a way that shows his express will to be satisfied with the contract. (12)

There are methods for signing ordinary bonds, and this is what Article 10 of the Jordanian Evidence Law shows when the ordinary bond is defined by saying, "The ordinary bond is the one that includes the signature, fingerprint or seal of the person from whom this bond was issued and does not have the status of an official bond in terms of the challenge to forgery and its authenticity on everyone (13).

Accordingly, this Article and Article 2 of the Iraqi Evidence Law can be relied upon to determine the methods of signing on ordinary bonds, including written or written signature, thumbprint (finger), and (seal) (14 ).

The written signature: "It is every sign and written terminology that a person chooses for himself of his own free will to express the issuance of the bond by him and his approval of what is stated in this bond and its contents"(15) .

Thus, the Jordanian legislator defined the methods of signing the ordinary bonds in three ways, namely, the written signature, the seal, and the fingerprint. It was advisable for the Jordanian legislator to specify the methods of signing the ordinary bonds in only two ways, the written signature and the fingerprint only, and he had to cancel the signature with the seal, since it is vulnerable to theft, forgery and imitation.

But if the bond was signed with a thumbprint and was not proven in the presence of a public official or two witnesses to sign the bond, then signing in this way is considered a violation of the law and is not valid.

The Jordanian legislator has taken these measures in the case of signing with a fingerprint (16), but the Jordanian Evidence Law did not require the signature of the two witnesses when signing with a seal or a fingerprint, but the Jordanian Commerce code came with a special text where the Jordanian law stipulated in Article 221 what follows:

1- The term "signature" is used to refer to the signature, the seal, and the fingerprint (17).

2- Two witnesses must testify against the owner of the seal or fingerprint that he signed it before them and know what he signed (18).

But we wish that the Jordanian legislator had adopted the fingerprint as a method of signing the ordinary bonds, that they would all follow the direction taken by the French legislator and other Arab laws such as the Moroccan, Tunisian and Algerian law, which did not give the signature of the fingerprint and the seal any value over the ordinary bond, and that Because the fingerprint, although it is more indicative and more secure than the seal, which is likely to be forged, imitated, lost and stolen, It is also not without flaws, as it may be placed inadvertently by a person on a paper during its circulation, or it may be taken from a person without informing him of the exact content of the document, especially if this person is in a state of illness or coma, in addition to the use of the fingerprint in Signing ordinary bonds is a very old and deplorable method. In addition, it may be carried out by force, coercion, or it may be taken under threat.

## **The second demand:**

### **Distinguishing ordinary bonds from official bonds**

After we have presented the definition of ordinary bonds, we clarify the differences between ordinary bonds and official bonds to make them easier to understand in a clearer and easier way, as follows:

**First: Official bonds:** “It is a paper in which a public official or a person charged with a public service proves what was done by him or what was done by the concerned parties, according to the legal conditions and within the limits of his authority and competence (19).

If official documents do not gain official status, they have only the value of customary documents when those concerned have signed them with their signatures, seals, or fingerprints.

**Second: In terms of form:** Official bonds are issued by a specialized employee in accordance with the established legal conditions” (20).

**Third: In terms of authenticity in proof: Official bonds:** are considered proof against all in terms of their issuance by the person who signed them.

It is an argument against the litigant in a general and specific form unless either of them is challenged by the formality, or if the creditor does not insist on the non-enforcement of the disposition established in the paper in his rights.

In terms of the validity of what is stated in it, it derives its authority from the data contained therein and which its editor has edited within the limits of his mission or signed by the concerned persons in his presence (21) , whether these data were assigned to the employee himself, or he knew the validity of what he decided about Through the narration on behalf of others, then these statements are an argument until the forgery is challenged, and the validity of these statements may be refuted by proving their opposite in accordance with the laws established in evidence. In terms of the date of the ordinary bond, its date is considered an argument against everyone unless it is challenged on suspicion of forgery.

As for the denial of the authenticity of both of them: the authenticity of the official document is denied by appealing for forgery only. As for the ordinary document, its authenticity is denied by the opponent's denial of what is attributed to him of error and signature by explicit denial.

If he remained silent despite being confronted with it and did not declare anything, he cannot resort to denial, because his silence at first is considered an implicit acknowledgment by him (22) and he must, if he disputes its authenticity, challenge it with forgery.

### **Fourth: The Enforceability of each of them:**

Ordinary bonds, official bonds certified by the notary public, and endorsable commercial papers are considered executive bonds.

The implementation of ordinary and official bonds and endorsable commercial papers in the procedure departments requires several general conditions, which are the following:

- 1- The bond to be executed should be official and ordinary bonds and endorsable commercial papers
- 2- The right of the person requesting execution should be established in writing by an ordinary and official bond or an enforceable commercial paper
- 3- That the focus of the obligation is an amount of money, so if it is an action or omission, it is not permissible to implement it in the procedures, and that the subject of the obligation is a specific amount, otherwise it is not permissible to implement it except after determining its amount, and its appointment is not within the jurisdiction of the procedure department but from The jurisdiction of the competent court.

4- That the right subject to execution is due for performance, and if it is dependent on a standing condition or added to a term, it is not permissible to demand its implementation unless the condition is fulfilled or a term is dissolved.

5- That the debtor has an original and chosen domicile or residence in the same town where the procedural department is located "The official and customary papers are executable in and of themselves (23).

#### **Fifth: the adherence to the invalidity of the bond:**

Both the official bond and the ordinary bond accept adherence to the invalidity of the legal act established in them, if the ordinary or official bond is invalid in itself, this does not lead to the invalidity of the legal action that the bond intended to prove, but rather this act remains valid and may be proven in other ways (24).

#### **Sixth: In terms of reading the bond:**

The notary public is obliged to read the official bond on the parties to the case and make them understand its content, and after their approval and signature on it, the notary public ratifies it and seals it with the official seal (25) As for the ordinary bond, the law does not require reading the ordinary bond before signing it, and the signature on the bond is an argument On the signer, even if he is blind or illiterate, and it is not heard from him that he signed without the contents of the document being read to him, unless he claims that there is a fraud or forgery, and he has the right to prove this by all means of proof.

#### **Seventh: The authenticity of the copies of the bond or paper:**

With regard to the authenticity of copies of official bonds, if the original of those documents does not exist, their official copies shall remain valid in proof, whether they are executive or non-executive, taken immediately after the release of an original with the knowledge of its editor, or taken after that, with the knowledge of one of the employees other than the original editor, whenever its external appearance does not allow Doubt its conformity (26) .

But if the outward appearance of the bondcopy gives rise to the suspicion that it has been tampered with, or if there is a scraping, erasure, or padding in it, then the copy loses its validity in this case, As for the photograph or written copy in the paper or official document, it is considered a conclusive and identical presumption and Presumption of law, and an argument to the extent that it is identical to the original unless one of the parties disputes that because the mere dispute is sufficient to drop the presumption of conformity and this dispute must be a grave in The lack of this conformity and characterized by the seriousness of its denial, The official copies of documents are considered to be identical to them if they are not the subject of a dispute and it is necessary to refer to their originals, and the court may rely on them as evidence for proof without referring to the original.

As for the authoritativeness of the copies of the ordinary bond, it is an argument insofar as the reference is to the original, but if the original is present, it is referred to as evidence for proof.

But if the original is not present, the copy is not invoked if it does not bear the signature of the person from whom it was issued, because signature by signature, fingerprint or seals print is the only condition for giving authenticity to customary papers.

#### **The second topic:**

##### **Authenticity of ordinary bonds between the contracting parties**

After we have finished studying the nature of ordinary bonds, and clarifying their definition and conditions for their creation, namely writing and signature, which are the two basic conditions, with other conditions referred to by French jurisprudence, we review in this study the authenticity of ordinary bonds by proof between the contracting parties, as follows:

##### **The first demand**

### **The authenticity of ordinary bonds in terms of their source:**

It means the authenticity of the ordinary bond in terms of the validity of the signature of the one to whom it is attributed. The ordinary bond in terms of its source is considered a probative power, and this probative power represented by the simple presumption of the authenticity of the ordinary bond can be wasted by denying the ordinary bond.

The ordinary document in terms of its source is an argument against the contracting parties until the opposite is proven in accordance with the general rules in proving something contrary to what is included in written evidence, as the customary document is not an argument against the one to whom it is attributed except by his signature on it with his signature or fingerprint (27). If it is devoid of his signature, or he expressly denies the signature attributed to him, then it is not an argument for it. Here, the denial must be issued explicitly and clearly and be in an express affirmative form that indicates the insistence of the denier on his denial (28).

The person who is to be protested against with the ordinary bond attributed to him is either explicitly acknowledging that the bond was issued by him, or he explicitly denies it, or he remains silent (If he is silent and does not explicitly deny it, then this is an implicit acknowledgment that it belongs to him)(29).

The person to whom the customary documents are attributed may admit that the imprint of the signed seal is what is the imprint of his seal, but he denies that he signed these documents (30), such as making the seal or assigning it to a person who betrays the trust, so the signature is obtained from someone other than the owner of the seal, and this applies. Also, if the seal is lost or stolen, the Jordanian Court of Cassation has previously considered the declaration of the owner of the seal printed on the bond that the seal is his seal is not considered evidence that he is the one who sealed it, rather the holder of the bond is required to prove that the owner of the seal is his seal (31). However, the Jordanian Cassation Court retracted its previous opinion by issuing a recent judgment where it stated that if the defendant merely denied the content of the bond without denying his signature on it, then this mere denial does not free him from the authority of this bond against him (32).

If there are multiple parties to the contract and some of the contracting parties sign the customary paper without others, the contract is considered valid for those who signed it, unless the parties to the contract have set a condition that it should not be held without the signature of all of its parties, in which case the contract is considered void because of this. It is not permissible for the person who signed the contract to argue that he does not know how to read or write, or that he is blind, or that the contract has not been recited to him, and he has no way but to appeal for forgery.

If the authenticity of the signature is proven, this makes the ordinary document with what has been stated in it an argument against its owner, regardless of whether the subject of the paper was written in his own handwriting or in someone else's handwriting.

The authenticity of the signature that confers authenticity on the ordinary document may be proven by the testimony of witnesses, and it can be substantiated by presumptions.

If the defendant discusses with an ordinary document that is placed before the court, it is not accepted from him after that to deny the handwriting, signature, seal or fingerprint, because the legislator wanted him to provide legislative wisdom, which is to block the door of delay and maliciousness, and the subject of the document must be discussed to drop the right of the person who signed it to appeal. It must deny that it is serious and productive (33), and this leads to verifying the attribution of the handwriting, signature, seal or thumbprint of the one against whom the document is attested, because it is easy for this person, by simply looking at the document, to verify this ratio.

If he did not deny it as soon as he saw the document, and began discussing its subject, then his cessation of discussion indicates his acknowledgment of the validity of this ratio.

If, after that, he goes back to denying it, and the lawsuit proceeded on the basis of the validity of the document, then this is only a sensing that he would have lowered his position in the lawsuit and

exploiting the texts of the law to accept the burden of proof to the one holding the paper and his desire to plot and procrastinate, and this is what he cannot be empowered to do.

Although in this case the litigant's right of denial is forfeited, he does not forfeit his right to challenge the document for forgery on the part of its body or signature, As for the heir, who is accused of the ordinary bond, it is sufficient for him to state that he does not know that the handwriting, signature, seal or fingerprint is for the one on whose behalf he received the right (34), and this is in contrast to the Egyptian legislator who decided in Article (14) to prove that the heir does not demand It is denial, and it suffices to take an oath of not knowing that what is attributed to him is for the one from whom he received the right, so the heir does not require the authenticity of the paper to be challenged by forgery. That appeal is due to ignorance, and in this case he must take the path of appeal with forgery." (35) .

But if the person denies attributing this document to him or the heir denies his knowledge of this before discussing the issue, the validity of the document ceases to exist temporarily. In this case, the burden of proof falls on the plaintiff from the owner of the signature, so he requests that it be referred to the investigation in accordance with the procedures agreed upon in the law to verify and prove the proportion of The signature and the handwriting of this person, which are procedures that the court resorts to if it does not have the elements of conviction regarding the authenticity of the handwriting or signature.

If the court has sufficient facts and documents of the case to convince it of the authenticity of the signature, it is not obligated to conduct the investigation, and in this case the contents of this paper become applicable without conducting the investigation.

But if the court decides to refer the matter to investigation, and the investigation proves that the signature was issued by the person who signed it, then he has the power to prove it, as is the case in the case of not denying it.

However, the person to whom the document is attributed may leave the denial and challenge it for forgery, but he bears the burden of proof.

This is because the ratification of the signature is considered an official document, and in this case it is not sufficient to claim denial, as it must be challenged as forgery.

## **The second demand**

### **The authenticity of the ordinary bond in terms of its content**

Ordinary bonds are authoritative in terms of their content, and this means that they are authoritative in terms of the validity of the data contained in them. The mere mention of these data and facts in the bonds is considered a presumption that these facts and data are true, but it is a presumption that may be refuted by proving the opposite, and the burden of proving the opposite falls. in which the signatory must be made in accordance with the general rules of evidence, This was as if to prove the sham of the partnership contract between him and the other contracting party, and that the real and hidden contract is a contract of waiving the defect, and that the partnership contract is nothing but the apparent contract to conceal the reality of waiving the owner of the property(36), so it is not permissible to prove sham except in writing, and that By presenting the counter document, unless there is a compelling impediment preventing obtaining this evidence, It is also permissible for third parties to prove sham by all means of proof in accordance with the general rules of evidence contained in the Civil Code, and that this authenticity applies to all data contained in the ordinary document even if it has some scraping and jamming even if it is not signed next to this insertion as this Authentic to the date contained in the bond as well.

The validity of an ordinary bond differs in terms of the validity of the data for the two parties than for the others.

As for the two parties, the ordinary document is considered an argument with all its data, including its date, until it proves the opposite of what is contained in it in accordance with the general rules of evidence related to proving what is contrary to what is contained in written evidence and according to the general rule, it is not permissible to prove what is contrary to what is contained in written evidence except In writing, if one of the parties challenges the ordinary bond with the shamness of the disposition that is included in an absolute fictitiousness, or in the fictitiousness of a statement of its data, such as the price in the sale or the date recorded therein, he shall have the burden of proving this copy in accordance with the general rules of proving what is inconsistent with what is included in written evidence.

"If the original is that the data contained in the customary documents (ordinary bond) are issued by the concerned parties in contrast to the statements contained in the official documents, then the opposite of these data is to be proven by the ordinary way of proof (37), and it does not prevent the person from acknowledging his signature Or by his own hand, to challenge the subject of the document itself. If the customary document, for example, proves a sale issued from one person to another, and that the buyer received the price, then the signatory can prove that this sale is fictitious, and that he did not receive the price.

In this case, he is not limited to denial, as he does when he denies the issuance of the document from him, but it is necessary for him to prove the opposite of the data contained in the document in accordance with the general rules of evidence.

It is not permissible to prove falsity except with written evidence, which is usually represented by a counter-paper"

As for the extent of the authenticity of the data contained in the ordinary document for third parties, the customary paper, including its data and facts, is considered an argument against others in the event that the legal action that the customary document has proven to have had effects that go beyond others, these data and facts in the paper are considered an argument against others. However, with regard to the date, the customary paper is not an argument against others in its date unless the date is officially established, and that would have recorded the date of the customary paper in a special official record for that, or one of the signatories died, or the content of the customary paper was mentioned in Another document with a fixed date, such as mentioning an official warning in the hand of a record of a contract previously concluded, so the document confirming that contract has a fixed date, which is the date of the warning. On others, it may be proven otherwise, and it is permissible for others to challenge it by fictitiousness, and he has the right to prove this by all means of proof, including evidence and presumptions, because he was not a party to the relationship that was between the contracting parties and derived from the customary document, which makes it impossible for a third party to Obtaining written evidence to prove fictitiousness, and he may adhere to all the objective methods of defense that were for the signatory. He may not argue that the legal act written in the customary document is invalid due to the lack of capacity of one of the parties to the contract, or because the act contains a defect of will such as error, fraud, or Bribery, exploitation, unfairness or deception, and others can argue that there is no cause or that it is illegal, and he may hold to the expiration of obligations.

### **The third demand**

#### **The authenticity of the ordinary bond in relation to its external appearance**

The outward appearance of the bond is the body of the bond and what it bears of signatures, seals and fingerprints attributed to the obligor of the bond. An ordinary bond has no authenticity in terms of its external appearance before it is acknowledged (38), so the authenticity of an ordinary bond is that it is issued by the person whose signature is attributed to him and his physical integrity in its body is suspended. On the condition that the person to whom is attributed does not expressly deny the handwriting, signature, seal, or thumbprint, "If the attributable person expressly acknowledges that it was issued on his behalf, he has a pretext that it was issued on his behalf and in his material integrity just like the official document, and he has no right after that to challenge his material integrity or the

occurrence of a change It is only through forgery, and when the document to which it is attributed is acknowledged as having signed it, it is not accepted from others to deny its issuance except through forgery (39).

#### **Fourth demand**

##### **The authenticity of ordinary bond copies**

The origin is that the copies of ordinary bonds have no authority in proof because they do not bear the signature of their owner and that ordinary bonds derive their authenticity from the signature, so if the original document is lost, the copy of the lost bond cannot be invoked because the copy may be distorted or the original is forged, so the copy cannot be matched It is to be guided by forgery, because the copy is merely a literal transfer of the agreement contained in an ordinary bond, or a photographic or photographic reproduction of the original bond.

##### **Authenticity of the ordinary bondscopies between the opposing parties:**

The principle is that copys of ordinary bonds are not valid except to the extent that they are guided to the original, if it exists, then it is referred to as proof, but if it is not present, then the copy is not invoked if it does not bear the signature of the person from whom it was issued, because the signature is a condition for giving authenticity to the document, If the opponent does not dispute the authenticity of the copy of the paper (ordinary bond) and does not request that its original be submitted for review by him, then this is considered an acknowledgment by him that it conforms to its original, The court may rely on it in its judgment and in the event that the litigant disputes the authenticity of the copy and requests that its original be submitted, then his opponent responded to that and the disputer did not object to it and no dispute arose between the original and the copy. Then the presenter of the original withdrew (the original document) because he needed it in another dispute that was the copy that remained in the original lawsuit is valid, and the court may rely on it (40).

As for the copy edited by a specialized public official, jurisprudence and the judiciary have settled on not recognizing it of any value, so whoever relies on a customary editor must submit to the court the original and not submit his photo even if it is official, unless the opponent has not disputed its conformity.

As for the document written in a foreign language, in the event that it is submitted to the court, accompanied by a customary translation in the Arabic language, it is not valid as long as it is not ratified by an official body, unless the litigant does not dispute it, then it has the authenticity of the original.

As for the photographic and zincographic image, neither of them is authoritative in proof unless the litigant does not dispute the conformity of the photo to the original, and the carbon copy is also not authoritative in proof unless the opponent agrees to conform to the original and did not argue with that, so it is authoritative in proof.

The exceptions to the original that states that copies of ordinary bonds are not authoritative in proof, these exceptions in which copies have value in proof:

First: In the case of registration: If the copies of ordinary bonds are registered, they have their value in proof (41) because the registration requires ratification of the signature and this is a sufficient guarantee that it will not be forged, and for the validity of its issuance by the signatories, and the method of registration requires that the original be kept in Notary office, and photographs are given from it to those concerned, the value of the photographs taken from the original in this case is undoubtedly true.

If the discount is not disputed, it is compared to the original if it was present in the real estate registry, and in this case the authenticity of the original, but if the original was lost, the photographic image is considered to be of full force in proof, or at least a proven principle in writing for its accuracy and the preponderance of the integrity of the original from forgery.

**Second:** If the copies of ordinary bonds are written in the debtor's handwriting (42) and do not bear his signature, then they have some value in proof, then they can be considered a proof in writing because

they are issued by the debtor in his own handwriting and are supplemented with testimony and presumptions. This case is a second copy with an authentic original or a document supporting a previous one (43), the supporting bond includes a declaration of a right that has been previously proven in an ordinary bond called the original bond. If the supporting bond contradicts the original bond, the original document is submitted on it and it is weaker than the original and stronger than the copy. It is not considered a copy because it does not bear the signature of the debtor and is not considered a second copy of the original. Because it is not contemporaneous with the original, but rather it is written after it, and in the event that the supporting document includes a pure declaration that is taken without the original document.

### **The third topic**

#### **The Authenticity of ordinary bond date for others**

As we have already mentioned that the ordinary bond, with its data and facts, is considered an argument for the contracting parties, including the date mentioned therein. These contracting parties are initially involved in writing the ordinary bond, including the data and facts, and in recording the date it was written on it, but A third party may become a party to the ordinary bond and to the relationship between the contracting parties without participating in writing the ordinary bond and noting the date of its writing.

The date of the bond may be presented in agreement with the contracting parties, and as a result others fall into fraud, so that it is difficult for him to prove this fraud, and his right is lost.

For fear of that, the law required that the ordinary bond have a fixed date until this date becomes an argument against others, and based on the foregoing, we must research the issue of determining what is meant by others, then indicate the ordinary bonds that are subject to the application of this rule, then we will talk about The ways in which the date becomes fixed in these bonds and the effects of establishing the date on them, as follows:

#### **The first demand**

##### **What is meant by others in proving the date?**

A third party in its general sense is every person who is alien to the behavior recorded in the ordinary bond or a generic legal term for any individual who does not have a direct connection with a legal transaction but who might be affected by it.

But what is meant by third parties, according to the Jordanian Evidence Law, is every person who is invoked against him with an ordinary bond and is harmed in the right he received from one of the parties to the bond or under a provision in the law if his date against him is proven correct.

It is clear from this definition that the wisdom desired by the Jordanian legislator when he stipulated that the date of the ordinary bond be proven to be an argument against others has been achieved, which is to protect others from the danger of presenting the date of the ordinary bond (44) and this method is a means that one of the parties to the ordinary bond who has By writing it and noting the date it was written on it without the knowledge of others about this matter, so this is considered a fraud in which he falls and he cannot prove this fraud.

This can be represented by a person selling something twice to two different people at the same time by selling it to a person and then before handing it over to him he sells it to a second person, then this thing that was sold to the second does not become the right of the first buyer who owns this sale Under the contract, if we suppose that the date of this bond is invoked against others and he is in this supposition the first buyer, it would have been easy for the seller to collude with the second buyer to advance the date, so on this basis the criterion of preference between the first and second buyer is the conflicting rights, because the seller He made a preference in the sale between the first and second buyer on the basis of the precedence of the fixed date of the contract of each of them, Therefore, the ordinary bond

must have a fixed date in order for it to become an argument against others, and this is what the Jordanian legislator envisaged in Article (12) of the Jordanian Evidence Law.

It is based on this that he is not considered a third party on the date of the ordinary document who was represented in the act that is witnessed by customary documents, so it does not require that the date be established in relation to him (45), as well as the contracting and the original with regard to the document signed by the representative, the heir and ever General y successor as the bequest to him with a share of the estate, and the general successor is considered a representative in all contracts concluded by the predecessor, so they apply to him, whatever their date, until the day of the death of the testator, and ordinary creditors are not considered from third parties because of their right to general guarantee, every act entered into by the debtor applies They are considered representatives in it, and date will be a proof against them, even if it is not established.

Likewise, the two parties in the ordinary bond are not considered to be from others, as the date is an argument against them even if it is not fixed, and this applies to the case if the customary paper is signed by the agent, its date is an argument against the original and if the date is not fixed, it is not considered from a third party Because he was represented in the act concluded by his agent for his account (46), and also he is not considered one of the third parties whose rights are not related to a specific money in particular from the debtor's money.

As for what is considered a third party in the date of the ordinary bond, it is the person who was not represented in the disposition that the customary paper attests, and these are the private posterity to one of the parties to the ordinary bond, and the distraining creditor who resembles the private posterity if his right is concentrated in the money of a particular debtor.

#### **a. Special successor:**

It is considered a third party in relation to the proof of the date in the ordinary bond, so the date of the ordinary bond must be fixed in order to be invoked against it,

It is the one who was not represented in the disposition, to which the paper attests, and the predecessors transferred to him specific money in particular, and the actions of the predecessors related to this money apply to him if they precede the transfer of the money to the successor.

It does not apply to him if it is subsequent to the transfer of money to the successor. The date of the bond for the special successor is extremely important because it is the axis on which the disposal of the right of the special successor revolves or not.

The law stipulated that the date of the ordinary bond be proven to be an argument against the special successor, because the predecessor may take an action that would lose the right of the successor, such as resorting to giving others a right that contradicts his right, and if he delays the date of disposal so that it becomes prior to the date of the transfer of money to the successor until he makes his disposal It is valid in relation to the successor, so the law stipulates that in order to avoid this fraud, the date of the act must be fixed so that it can be invoked against the successor.

It is considered a special successor who receives from one of the parties to the ordinary bond a certain limit that may be affected by any other act related to it prior to the reason to which this right has been transferred.

Therefore, his protection is achieved by stipulating that the date of the ordinary document that proves such behavior be proven, for example, what was stipulated in Article (1405) of the Jordanian Civil Code, A mortgage of a movable property shall not be effective against third parties unless it is recorded in a document with a fixed date in which the mortgaged debt and money are specified, in addition to the transfer of possession to the mortgagee.

B. Barrier creditor:

A creditor withholding is considered a third party in the ordinary bond if his right is concentrated in a particular debtor's money, so he becomes a third party in relation to the date of the disposals issued by the debtor in this money,

The creditor's right is not concentrated in a particular debtor's money unless the creditor seizes this money. If the creditor seizes the movables of the debtor, the seizure requires placing the seized funds under the control of the judiciary until the creditor fulfills his right from its price, then he has a special right related to these seized movables Contrasted with the debtor's actions

For this reason, the matter requires that the date of any ordinary document proving the debtor's disposal before the date of attachment be established in order to be invoked against the creditor. It is the basis for considering the creditor from a third party in relation to the date of the disposals issued by the debtor in the money, but if the creditor does not seize the debtor's money, it has not reached the implementation stage, but it is in a stage prior to implementation and therefore is not changed in relation to the date of the actions issued by the debtor in money" (47) as if the creditor pursues an indirect action or a policy action, There is another opinion that the creditor in the indirect lawsuit is considered one of the third parties, because the creditor raises this lawsuit with the same interest, so he has a special right over its subject matter, and the use of the indirect lawsuit makes the right of the creditor relate to the money that is the subject of this lawsuit, so the money becomes locked up from the debtor by virtue of the court It is not permissible for the debtor to dispose of it, nor to do any work that is harmful to the creditor." (48)

Consequently, the indirect lawsuit will have the effects of the seizure, so the position of the creditor filing the indirect lawsuit is like the position of the distrainer creditor, and thus similar to the position of the special successor in that it is considered in a judgment for the debtor special successor on the right subject of the lawsuit in relation to the actions The debtor prior to filing the lawsuit, and he is considered a third party with respect to subsequent actions, so he is harmed by the mere presentation of the date of these actions, and therefore he must be considered one of the third parties on whose date the customary documents do not evidence against them unless this date is officially established.

As for the creditor of a debtor who has declared his bankruptcy or insolvency, this has not reached the stage of implementation, as it is not changed in relation to the date of the actions that are issued by his bankrupt or insolvent debtor.

If the principle is that the date must be fixed about others so that the ordinary document can be invoked, then the fact that the document is not specified in date is considered void of date against them They are not charged with proving what they claim of violating the established document. Rather, the one who adheres to the document cannot prove against them the correctness of its customary date. In this, it is stipulated that the third party who adheres to the lack of proof of date is in good faith, i.e., he does not know of the precedent of the act with which this document is issued, If the person holding the bond proves his knowledge or the bad faith of a third party, it is not permissible for a third party to defend the authenticity of the bond against him because its `date has not been proven, and it is also stipulated in third parties that his right be established and that the law does not require any action other than establishing the date as is the case in the purchase of the real estate, In the sale of real estate, the law requires another procedure, which is registration and comparison between buyers of one real estate, not on the fixed date, but the first in the registration, and about mortgaging the real estate, the comparison between the mortgagors of one real estate takes precedence in the registration.

And a part of jurisprudence (49) believes that the established date is stronger in the face of others than the authority of the customary date between the parties to the paper, and the reason for this is that the denial of the fixed date on the part of others necessitates taking a way to challenge forgery, while the denial of the customary date between the parties to the bond does not It requires more than providing evidence of the correct date in accordance with the general rules of evidence.

### **The second requirement:**

#### **Bonds that are not subject to proof of date**

First: the customary documents that are not considered complete evidence, but rather are considered a principle of proof in writing, and it is not required to prove date to be an argument against others.

Second: the cases in which the law does not require writing to prove, as in some commercial matters, in which the law does not require writing, here it is not necessary to establish the date in them, because written evidence is not obligatory, in these cases it is always permissible to prove by testimony and presumptions, If there is an ordinary document related to a commercial matter that takes written evidence, it is not required that its date be fixed in order for it to be an argument against others, the matter is left to the judge's discretion, and this is due to commercial books and correspondence. As for commercial matters in which the law requires proof in writing, such as a commercial mortgage, the date must be fixed to be an argument against others, as well as for the proof of material facts in an ordinary document, written evidence is not required and therefore not it requires proof of date.

**Third: discharges(50)**, the judge may, in some circumstances, not apply the rule of proof of the date on the discharges. The rule of establishing date about others is that the legislator has taken into account the actual necessities, to avoid embarrassment and facilitate the people.

Usually, the date of the discharges was not established, considering that they are simple operations that frequently happen.

If the judge sees that there are practical difficulties that prevent the availability of a fixed date, he will not request them; otherwise, he will require a fixed date like other customary documents, As for the discharges that result in the right of subrogation, this exception does not apply to them because it is not limited to mere proof of fulfillment, but rather includes the substitution of the payer in the place of the creditor to fulfill his right.

Fourth: Commercial documents and papers signed or endorsed by non-merchants for a civil reason, and loan documents signed for the benefit of a merchant, with or without a mortgage, regardless of the capacity of the borrower. This does not require proof of date **(51)**.

### **The third demand:**

#### **The legal process in which the date becomes fixed**

The legal processes in which a date becomes fixed and is an argument against others are:

First: From the day it was certified by a notary public:

The date of the ordinary bond is fixed and a proof against others from the day it is ratified by the notary, that the notary registers the contracts organized by their owners, certifies their dates and the signatures on them, preserves them and delivers copies of them to those related to them when they request them, and these transactions The actions of a notary public make the existence of the ordinary bond as certain as the date of the official bond, and no one can challenge it except by claiming forgery.

#### **Second: From the day its content is confirmed in another officially fixed-date paper:**

This can be done by mentioning the ordinary bond with a certain specification of its subject that prevents confusion in an official paper whose date is fixed by virtue of its officiality, or in any customary paper whose date is fixed in any legal aspect.

At that time, the ordinary bond acquires a fixed date, which is the fixed date of the other paper in which the ordinary bond was mentioned.

In order for an ordinary bond to be considered valid, it is sufficient to include its summary in a summary form of the most important items it contains in a manner that sufficiently renews the nature of the disposition it contains, It is not necessary to include its entire content in the official document, just referring to the ordinary document or mentioning it in the official document without explaining its content or summary is not sufficient to achieve the intended purpose, It is not possible to know its subject

in the event of denial and disagreement about it, so it does not have a valid history that can be used as evidence against others.

This rule is applied to all official documents of any kind when the content of the ordinary bond or its summary is included in it, so the documents organized by the notary public and court decisions are equal in that, (52) Some believe that the content of the ordinary bond is proven in another bond with a fixed date, whether it is an official bond or an ordinary bond with a fixed date, such as mentioning an ordinary bond in a record of seizure organized by the seizure officer or the bankruptcy agent of the bankrupt trader so the ordinary bond earns a fixed date that is the same as the fixed date in the other bond in which the first bond was mentioned (53).

**Third: From the day on which the ruler or the official in charge marks the ordinary bond:**

This can be done by submitting the ordinary document in a case, so the judge or the clerk of the hearing marks it, or it is presented in an investigation, and the investigator marks it.” (54)

Or he presents to exchange money with it, so the accountant, the employee in charge of the public treasury marks it or he submits it in an official inventory, so the inventory employee marks it the registered correspondence gives a fixed date, which is the date of its registration with the Postal Authority if it can be verified by reference to the official records in which these correspondences were recorded.

As for the expert’s notation on an ordinary document and mentioning the document in his minutes of work, it does not give it a fixed date, Likewise, the date set by the arbitrators in their judgments is not considered a fixed date, because the experts and arbitrators are not considered among the specialized public officials mentioned by law, This view was taken by the Jordanian and Egyptian legislators, But there is another opinion which holds that the notation of the expert and the arbitrator on a document presented to one of them in his minutes of work and presented to him in the course of the dispute in which he was judged gives him a fixed date, provided that the notation took place in circumstances that leave no room for doubt as to the validity of its date.

Also, there are those who believe that the arbitrators’ rulings are considered an official document and that what they prove in obtaining their decision are the material actions that they have done legally until it is proven to be falsified by legal methods (55).

The postage seal placed on postal tickets or on envelopes of ordinary letters is not considered sufficient to establish the date of these letters and tickets or letters that are not separated from their envelope, because they can gain a fixed date from the seal placed on them, they may be included in the register in which bequest correspondence is recorded, and this applies to telegrams.

The employee who marks the regular bonds so that the date becomes fixed must be a public servant or a person entrusted with the public service, and that the bond was presented to him while he was performing his job or performing the public service he was assigned to.

**Fourth: From the day of the death of one of those who have a fixed or recognized trace on the bond, such as a handwriting, signature, seal, or fingerprint, or from the day it becomes impossible for any of these people to write or fingerprint for a defect in his body:**

That the handwriting, signature, or signature issued by a deceased person is clear because the ordinary document bearing the handwriting or signature of a deceased person must have been issued before death, Its date is fixed from the time of death, provided that the time of death is fixed and indicated by the death certificate, It is equal for the deceased person to be a party to the bond, a witness or a guarantor, because the wisdom in all cases is that the presence of the line of the deceased person in the bond is not sufficient to prove the date, but the bond must have been signed since the existence of this line.

A person may write an ordinary bond, and this bond remains unsigned until the writer dies then the persons concerned with the lawsuit sign it after his death. In this case, the ordinary document is not fixed

in date from the day of death, if the document is not considered as evidence without a signature such as annotation on the death certificate.

As for the seal, its proof of the date of the ordinary bond bearing his fingerprint is under consideration, because the seal remains after the death of its owner may lead to its theft and signature with it, and it may be proven that the signature with the seal did not take place until after death, and this is an issue assessed by the competent court.

As for the fingerprint, it is more accurate than the seal imprint because it is closer to proving the date of the ordinary document that bears the fingerprint of the deceased person, "but there are caveats to the fingerprint, as it may be taken by force and coercion" (56).

It is equal with regard to establishing the date that a person has died or it has become impossible to write or fingerprint for a defect in his body as if his hand was amputated or completely paralyzed and that was proven by an official paper.

And when the proven date is available in one of these ways, it becomes certain that the ordinary document exists on the date of the occurrence of the incident, and this date is the one that is relied upon to invoke the ordinary document against others, and the proof of the date does not have a retroactive effect and does not result in confirming the date recorded in the document that is not It is relied upon except between the contracting parties or their representatives, so the original date of the bond is not taken into account, but rather the date fixed by the methods mentioned.

These legal methods by which the date of the ordinary bond becomes fixed so that it is an argument against others were mentioned exclusively by the Jordanian Evidence Law in Article 12, to facilitate the confirmation of others from the date and to push for the judgment of the judiciary, and this requires that the judge does not base his judgment on facts The mere possibility of matching history with reality is likely with it, but the judge must document his judgment and base it on conclusive facts that confirm the proof of date in the ordinary document.

However, the position of the Jordanian legislator when he specified these methods exclusively was criticized because mentioning these methods exclusively constitutes a kind of stagnation and requires not to expand the interpretation of the texts.

It would be desirable if the Jordanian legislator cited these methods as an example, this would have been easier for the judge to take into account the evidence and signs indicating the precedence of the date that were not mentioned in the ordinary document, and the judge would be able to implement the implementation of his discretionary authority in the circumstances presented to him.

Fifth: "The Arab legislation mentioned another case to prove the date of the ordinary bond which the Jordanian legislator did not mention" (57)

And it is from the day of any other accident that is conclusive that the paper was issued before the occurrence of this accident, this case has allocated the four mentioned methods and it came with a circular that includes the four mentioned cases and includes others and made the four cases mentioned as an example but not limited.

### **The question finally arises, what are the consequences of the proof of date?**

The general rule: An ordinary bond is a proof against all, with the exception of the date, and it is not authoritative in relation to others unless it is proven, and this entails the following:

**First:** The date of the ordinary bond is considered an argument between the two contracting parties until the opposite is proven according to the general rules in proving what contradicts the written evidence in writing (58).

**Second:** The date is not an argument against others unless there are special guarantees based on proving the date in order to remove all doubts about its authenticity and the purpose of this is to protect others from the risk of presenting the date in ordinary bonds, and these results in:

1- Article (12) of the Evidence Law (59), does not apply if a third party has guaranteed his protection by special texts, such as the texts related to the requirement of registration or delivery in the ownership of movables, or if the person protesting against it on the date has expressly admitted Or implied or waived adherence to the non-conformity of history with reality.

2- The provisions of Article (12) only apply to third parties which are everyone who is not a party to the ordinary bond directly or indirectly when this third party holds before those who invoke the date of the bond a right to be confused about the validity of this date in the face of it.

## Conclusion

In this study, I reached an accurate concept of the authority of ordinary bonds in proof through the following points:

1- Ordinary bonds are a paper signed by a person with the intent of preparing evidence of an incident or action without it being issued by a public official specialized in editing it.

2- The authenticity of the ordinary bonds between their contracting parties. It is proof with the data contained in it, including its history.

In all of that, it is also proof against all except for others. Concerning its history, the date is an argument against others when it is fixed, so it is invoked against others. But if The date was not fixed, so it is not an argument against others, but rather an argument against what is less than others, i.e. between the contracting parties.

3- Ordinary bonds have types represented by bonds prepared for proof and bonds not prepared for proof, and for preparing ordinary bonds two basic conditions are writing and signature.

As for the recommendations of the study, they were as follows:

a - Considering that ordinary bonds are the most widely used and widespread in transactions, especially with the protection of electronic transactions, legal amendments must be made to show the authenticity of ordinary bonds with evidence by amending the Evidence Law and the Electronic Transactions Law and linking them with Evidence of the origin of the debt.

b - I hope that the Jordanian legislator will take what was stated in Article (1220) of the French Civil Code, which states that: (an official or customary paper is an argument against both parties, even in what you did not mention except as a way of informing as long as the news is directly related to what was mentioned For the sake of the report, but if the news is foreign to the report, it is only valid for the principle of evidence in writing), and I also recommend that the Evidence Law should include texts specific to the importance and authenticity of ordinary bonds, whether for others or the contracting parties and by increasing the texts and researching the issue of the authenticity of the Ordinary bonds copies and in some detail to facilitate the researcher or reader and to deepen his understanding and awareness.

## Sources and references

(1) From *verse 282 of Surat Al-Baqarah*.

(2) Abbas Al-Aboudi, *Provisions of the Iraqi Civil Evidence Law, i (1)*, Institute of Higher Education and Scientific Research, Mosul, 1991, p.: 158.

(3) Adnan Al-Douri, *Provisions of Obligation and Evidence in the Libyan Civil Law, i (1)*, Open University Publications, Libya, 1995, p.: 291.

(4) *The Jordanian Evidence Law, Section (10)*.

(5) Osama El-Meligy, *Procedural Rules of Evidence in Civil and Commercial Matters, C (1), I (1), Dar Al-Nahda Al-Arabiya, Cairo, 1999, p. 81*.

(6) Anas kelani, *Encyclopedia of Evidence in Civil and Legal Cases, previous reference, p. 19*.

(7) Like the *Lebanese legislator who defined it as “the bond or the document with a special signature, or it is the manuscript created to prove a legal act that has no value unless the signature contained in it confirms that the document is issued by its originators.”*

(8) Abdul Razzaq Al-Sanhouri, *Al-Wassieat in Explanation of the Civil Law, Volume Two, previous reference, p. 108*, and see *the Distinction of Rights No. (6972/2021), Chapter 3/14/2022, and Distinction of Rights No. 6689/ 2021) Chapter 2/14/2022.*

(9) Abd al-Razzaq al-Sanhouri, *Wassieat in explaining the civil law, volume two, previous reference, p. 110.*

(10) d. Al-Bukhari Abdullah Al-Jaali, *Law of Evidence, Part (1), I (1), University of Khartoum, Sudan, 1984, p. 480.*

(11) *Decision of an Austrian court: that the bond is valid, even if it is written on a cigar wrap, quoted by him, Armangon and Kari, p.: 0251.*

(12) And in implementation of that, the Jordanian Court of Cassation ruled in its decision: (Whoever protested against him with an ordinary document must explicitly deny what is attributed to him in writing or signature, otherwise it will be considered as an argument against him) *Cassation Decision No. 703, Syndicate Journal Jordanian Lawyers, Issues (4,3) Suleiman Marks, Evidence Origins and Procedures, Part (1), i (1), House of Legal Sciences, Alexandria, 1989, p.: 192 and beyond.*

(13) *This article corresponds to Article 25, first paragraph of the Iraqi Evidence Law, which states that “an ordinary document is considered to be issued by the person who signed it, unless he expressly denies what is attributed to him in writing, signature or fingerprint).*

*Jordanian Evidence Law, Article 10, No. (3), 1952 (It follows from this article that the signature shall be by signature, seal and fingerprint)*

(14) It was stated in a judicial decision that the laws of Sharia courts regarding evidence did not make the fingerprint a means of proof, *by the author Sheikh Abdel Fattah Amr, from the Book of Judicial Decisions, i (1), Dar Yaman, Amman, 1991, p. 109*

(15) Abbas Al-Aboudi, *Provisions of the Iraqi Civil Evidence Law, previous reference, p: 173.*

(16) *Article (507) of the Syrian Trade Law* dealt with this subject by saying that the word signature means signature, seal and fingerprint, but it stipulated in its second paragraph (that two witnesses testify against the owner of the seal or fingerprint that he signed in front of her knowing what he signed).

(17) Muhammad Fawzi Sami, *Commercial Law, Commercial Papers, C (2), I (2), House of Culture, Amman, 1997, 0z: (60-61).*

(18) Muhammad Fawzi Sami, *Commercial Law, Commercial Papers, previous reference, pp.: (60-61)*

(19) Dr. Talaat Muhammad Dowidar, Ahmed Abu *Al-Wafa in Commenting on the Texts of the Law of Constancy, Part (1), I (20), Manshalat Al-Maaref, Alexandria, 1994, p.: 149*

(20) d. Abdul Razzaq Al-Sanhouri, *AL-Wasseat in Explanation of the New Civil Law, Theory of Commitment, Proof, Effects of Commitment, Volume Two, i(2), Dar Al-Nahda Al-Arabiya, Cairo, p.: 108.*

(21) Dr. Ahmed Heba, *Encyclopedia of Principles of Cassation in Evidence, C (1), i (1), World of Books, Cairo, 1985 p. 113*

(22) In application of this, the Jordanian Court of Cassation went to consider “silence in the context of a need for a statement” *discrimination of rights No. 36/67, Journal of the Jordanian Bar Association, p.: 242, Amman, 1967*, as well as in a decision For her, the silence was considered an implicit decision and approval, and the content of the decision is (If one of the tenant’s heirs rents part of the property without the written consent of the owner, all of them must be evicted from the property because the silence of the rest of the heirs is a presumption of their consent to the lease) *Discrimination Rights, No. 376, Journal*

*of the Jordanian Bar Association Amman, 1995, and see Cassation of Rights No. (5737/2021) dated 12/19/2021, and Cassation of Rights No. (3806/2021) chapter 10/30/2021.*

(23) Mufleh Al-Qudah, *Rules of Implementation According to the Jordanian Procedure Law*, C (1), I (2), *Al-Etimad Press, Amman, 1920, p. 31.*

(24) d. Mufleh Al-Qudah, *Evidences in Civil and Commercial Matters, A Comparative Study, (JI), (DN), Amman, A1999, p.: 73*

(25) Abbas Al-Aboudi, *Provisions of the Iraqi Civil Evidence Law, previous reference, pg: 161*

(26) Ahmed Nashat Bey, *Letter of Evidence in Pledges, Part (2), i (6), House of Legal Sciences, Alexandria, 1996, p.: 201.*

(27) And in application of this, it was stated in a judicial decision: ***The proof of the signature is sufficient to hold its owner accountable for the content of the bond: by the author Sheikh Abdel Fattah Amr from the Book of Judicial Decisions, previous reference, pg: 97***

(28) In application of that (if the plaintiff answers that he is not certain that the signature on the lease clause is his signature, then this is not considered an explicit denial of the signature, and this is what ***Article (11) of the Jordanian Evidence Clause states in its statement, paragraph (1):*** Whoever argues against it with an ordinary document, and he must admit it, he must explicitly deny what is attributed to him, including handwriting, signature, seal, or fingerprint, otherwise it is an argument against him with all that is in it.)

(29) This is what is inferred from ***Article (11) of the Jordanian Evidence Law*** in the implicit meaning that silence is not considered a denial of the signature, but rather an acknowledgment, and accordingly, the silence of a person when his opponent presents a stubborn bond that forfeits his right to deny that because silence is considered an admission implicitly. In application of this, the Jordanian Court of Cassation ruled in its decision, "If the defendant does not deny his signature on the document presented when it is presented, he is considered to have accepted that the signature is his signature) ***Cassation of Rights, No. 121, Journal of the Jordanian Bar Association, p. 7, Amman, 1984.***

(30) And in implementation of this, it was stated in a decision that (if she denies the bond and its seal) that is, the seal placed at the bottom of the bond is its seal, and she claims that the seal is lost, then there is no reason for the court to deal with the application before it instructs the defendant First by proving the seal or proving the contents of the bond) ***by the author Sheikh Abdel Fattah Amr, Judicial Decisions, previous reference: p.: 94***

(31) Discrimination of Rights, No. 129, Journal of the Jordanian Bar Association, p. 1, p. 620, Amman, third year

(32) ***Cassation of Rights, No. 49, Journal of the Jordanian Bar Association, p. 105, Amman, 1984.*** The Egyptian Court of Cassation in this matter issued a ruling similar to what the Jordanian Court of Cassation issued in 1934 to consider the extradition of the owner of the seal The validity of the seal is sufficient to prove the authenticity of the customary editor, and this opinion was taken by ***Dr. Abd al-Moneim al-Sadda, in the Book of Constancy, c (1), i (1),*** Manshaat al-Maarif, Alexandria, 1993, p. Whoever fingerprints is a scholar of its content, and the opposite is not proven except by written evidence, a ***Syrian rebuttal from the Lawyers Journal, 1965***

(33) Abu Al-Wafa Ahmed, *Commentary on the Law of Evidence, Part (1), I (1),* House of Culture, Alexandria, pp. (102-103).

(34) This is what the ***Jordanian legislator decided in paragraph (2) of Article (1) of the Jordanian Evidence Law.***

(35) Muhammad Abdul Latif, *Law of Evidence, Part (1), i. (1), Manshat al-Maarif, Alexandria, p.: 137*

(36) Abdel Aziz Selim, Practical *Procedures in Explaining the Law of Evidence*, C (1), I (3), *Mansha'at Al Maaref, Alexandria, 1998, p.: 66-68.*

(37) Ezz El-Din El-Danasori, *Commentary on the Law of Constancy*, C (1), I (8), *House of Legal Sciences, Alexandria, 1996, p.: 84-85.*

(38) Suleiman Mark, *Al-Wafi in explaining the civil law, part (1), i (6)*, *Dar Al-Nahda, Alexandria, 1987, p.: 209*

(39) And in application of this, the Jordanian Court of Cassation went in its decision: (If the signer of the bond does not deny his signature, he denies it and its validity is discredited. It is permissible to challenge it except by forgery, as if the signatory claims that there has been a change, deletion or addition in the document) *Cassation of Rights No. 84/49. Journal of the Jordanian Bar Association, p.: 1050, Amman, 1984.*

(40) Solomon Mark, *Evidence, Part (1)*, I (5), *Dar Al-Nahda Al-Arabiya, Alexandria, p. 18*

(41) Tawfiq Hassan Faraj, *Rules of Evidence in Civil and Commercial Matters, op. cit., p.: 67-68.*

(42) It is not necessary for a copy of the ordinary bond to be written in the debtor's own handwriting, as it is a proof of writing.

(43) Mufleh al-Qudah, *Law of Evidence in Civil and Commercial Matters, previous reference, p: 88*

(44) Mufleh al-Qudah, *Evidences in Civil and Commercial Matters, previous reference, p: 79*

(45) There are those who believe that two conditions must be met in order for a person to be a third party in proving the date of the ordinary bond, and they are:

**1- That the person is not a party or representative of the ordinary bond.**

**2- He clings to a right that would be harmed by the act that the document testifies to, if it preceded it**

(46) Ahmed Heba, *Encyclopedia of Principles of Refutation in Evidence, previous reference, p. 127*

(47) Muflih al-Qudah, *Rules of Execution according to the Jordanian Procedure Law, C (2), i (2)*, *Al-Etimad Press, Amman, 1994, p.: (132,130)*

(48) Solomon Mark, *The Power of Customary Documents in Proof, i (1)*, *Journal of Law and Economics, No. (14), p. (277-279).*

(49) Jamil Al-Sharqawi, *Evidence in Civil and Commercial Materials, C (1), I (1)*, *Mansha'at Al-Maarif, Alexandria, 1982, p.: 66*

(50) Other Arab legislations have increased the technicality of their articles in the Evidence Law related to cases in which proof of date is not required, which is the case of (discharges), and this was mentioned in a paragraph of all these legislations and stipulates that (the judge may, according to the circumstances, not apply the rule of establishing the date, In this case, the legislator has given the judge in this case a discretionary authority to exercise it in the circumstances presented to him to apply it to some ordinary discharge , and this case is not mentioned in *the Jordanian Evidence Law.*

(51) This case was mentioned in *Article (11) of the Jordanian Evidence Law.*

(52) Edward Eid Al-Dhahabi, *Rules of Evidence in Civil and Commercial Matters, C (1), i (1)*, *Mansha'at Al Maaref, Alexandria, 199, p. 257*

(53) Rizkallah Antaki, *Principles of Trials in Civil and Commercial Matters, Part (2), i (5)*, *Dar Al-Nahda Al-Arabiya, Alexandria, 1993, . p50.*

(54) Tawfiq Hassan Farag, *Rules of Evidence in Civil and Commercial Matters, Part (1), i (1)*, *University Culture Foundation, Alexandria, 1982, p.081*

(55) **Syrian cassation No. 242 dated 2/9/1951 of the Bar Association magazine, page 87 of 1951**, citing the book of Dr. Mufleh Al-Qudah, **Evidence, C (1), I (3)**, House of Culture, Amman, 1993 , p: 350.

(56) See **the Cassation of Rights No. (3532/2021) Article 9/22/2021, the Cassation of Rights No. (1897/2021) Article 6/8/2021**, and the Cassation of Rights No. (923/2021) Article 30/ 3 / 2021, and Distinction of Rights No. (200 / 2021) Chapter 4 / 3 / 2021.

(57) This case was mentioned in the **Egyptian legalization in Article (294) paragraph d**, and in the **French legalization in Article (132) paragraph d**, and in the **Syrian legalization in Article (408) paragraph d**, and was not mentioned in Article 12 of the Law The evidence - Jordanian

(58) According to the rule "It is not permissible to revoke a constant in writing except by writing.

(59) **Article 12 of the Jordanian Evidence Law** decided that an ordinary bond must have a fixed date in order to become an argument against others, and it also clarified the ways in which the date becomes fixed in ordinary bonds.