

BLANK CHECK SIGNED BY ITS LEGAL NATURE

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ABSTRACT: Legislator pay by check and replace immediately put money in commercial transactions, especially transactions as catalysts and facilitators play an. Thus, any attempt to achieve this objective factor that makes it difficult or impossible is prohibited. Including the issuance of a check to the "blank". The issuer checks the signatures will be assigned establish the amount mentioned in it, and probably not completed due to lack of content and the availability of the field exploitation further, can not be realized to the legislator. The checks issued pursuant to Article 13 of the amended law in 1355, prohibits issuing a blank check signed by its issuer is punishable under the relevant regulations. In this paper, due to its importance and its ban on the export of such checks and penalties related to And the necessity of providing a blank check and clean more thoroughly define and distinguish it from similar checks, The subject is briefly reviewed. After initially expressing NSF and blank check blank check legal evolution is defined and then discusses the legal nature of the outcome of the discussion also been mentioned.

KEYWORDS: Blank Check, Legal, Law.

INTRODUCTION

The law, enacted in 1355, check issuance and amendment of the said Act, enacted in 1372, check "blank" is named. Now, in accordance with existing regulations, as well as checks on blank check guarantee, promise, and the condition of the issuer is prohibited and is subject to prosecution and punishment under the law. The checks referred to in Article 13 of the 1372 Law on blank check lawyers have been discussed. Although there are many definitions for the introduction and identification check, but it seems to better understand and more accurately and more carefully is the need to address. Also be sure to sign a blank check on the legal nature and do more research, formulated Up the difference with other checks, including checks only, without date or name of the beneficiary without including specified. However, the issue of the rule of law has been checked. And proper execution of the judgment and rules without precise knowledge about the subject and it will not be possible. Therefore, in this paper we present the evolution of legal and blank checks NSF definition of a blank check and then examined the nature of this check point and the end result is discussed above. A - NSF checks and blank legal evolution The provisions of Articles 310 to 317 of the Commercial Code checking are proposed. The issue of criminal law aspects of NSF checks, blank (1) a promise, and not others, However, the Penal Code was first adopted on 1304. 10.23, Article 238 of the cases of fraud were found on NSF checks. On 1312.08.05, Article 238 of the Penal Code, approved by

lawmakers was repeated in the first paragraph under the "whoever without a place, whether cash or credit, Issue a check to a fine equivalent to the funds check sentenced If the check amount is less than the difference between the fine and the amount of the check will be obtained And in any case, a fine of not less than Rials is 200000 " Also pursuant to paragraph (b) of the said "whoever Malicious or more locations where there is no check issue And then issued checks of all or part of the money which the check was issued against some kind of impossible to withdraw Misdemeanor imprisonment of 6 months to 2 years and to pay a fine which shall not be less than a quarter of the way further checks will be condemned. " As can be seen by checking the law has no place for the kind of action: Paragraph (a) Issuing a check without a place normally, but in paragraph (b) of the issuer's malice.

From the time of issuing checks without funds at or less than the check has a criminal aspect. In 1331, pursuant to a bill of some provisions of the Penal Code, but eventually changed on 16.12.1337 legal bill of overdraft included 14 females and 4 notes to be approved by both houses, then. The law also demonstrated its inefficiency with time and was canceled in 1344. In June of that year, the issuance of checks, including Article 19 was adopted. These characteristics include the fact that: Firstly, the general aspect of the crime of issuing NSF checks disappeared and private plaintiffs could file a complaint to prosecute the issuing NSF checks. Secondly, over plaintiff at any stage of the

proceedings, thereby suppressing the defendant was prosecuted. Also check if the issuer, to prove his good faith, the pursuit was terminated. Since the Act was also not as effective and could reduce the records checks issued on 1355.04.16 approved the new law was the law and replace it. The law relating to checks, prior to 1355, but there are rules concerning the checks blank checks issued in accordance with Article 12 of the last-mentioned Act, The check is issued in the following proceedings were:

(1) be fixed in check, is blank.

(2) Whenever in the context of its receipt is subject to fulfillment of the condition is checked (check pending).

(3) If the document is checked out by a check guarantee for transactions or obligations. (Certified check)

(4) If no constraint in the context of its receipt is subject to realization of checks proved that condition or check for guaranteed transaction or commitment has.

(5) If the check proves to be issued without a date or actual date of issuance of the check prior to the date specified in the text is checked.

Thus as check "blank" with titles conditional checks, guarantees, no date legislators were explicitly considered criminal aspect, but they were denied. He checks no criminal aspect, unfortunately, could lead to abuse of offenders, and prevent fraud, a document that should be used as an alternative means money and ensure beneficiary of the payment is received, Was punished by fraud and evasion. Was that the law was amended on 08.11.72. According to Article 5 of the said Act to amend the issuance of blank checks and certified checks, funding, and provided meals and it was banned in case of non payment of the checks listed as plaintiffs, Out of it is traceable to a penalty of 6 months to 2 years imprisonment or a fine of ten million rials from the Wikimedia Commons Category to be condemned. B - Definition of check (blank) on various blank check provided by legal writers who referred to some of them:

(1) Signing a blank check is a check issued to the opposite side of the sign and it just so he could whenever the other contents and give it to the bank.

(2) Blank check, a check which has just check it out, without having to pay the receiver to complete the It is the responsibility of the holder of the check has completed any time be assigned to it by the bank premises on offer.

(3) signed a blank check is a check that has no value.

(4) signed a blank check, a check which value has not been determined. This check is often used when the debt is fully and properly

designated beneficiary and allows it to be completed. However, the beneficiary may, by writing, for example, that a large sum of \$ (amount) on the check, impose the

(5) signed a blank check is a check signed by a person who wishes to receive it is to write every little aspect is given.

(6) signed a blank check, a check which has not been filled. Just check that has been signed by the carrier which allows the amount of the write. Check that allows an unlimited amount of money to be used.

(7) With regard to the provision of legal definitions and what is, if we get a more precise definition of the blank check we need to check that the minimum will be it does date of issue and stakeholders Inserts specified or indefinite .

This definition can be justified as a condition in accordance with the provisions of the Commercial Code, the issuance of the check and the check printed forms must be printed on the sheet is the following: Issuer's signature, date and place of issue, the beneficiary or the carrier, the amount, the drawee bank, current account number and account holder's name and his surname. We have generally not included in the check account holder name and account number of the current record only is he satisfied. Also at issue is not well written and it is assumed that the issuance and payment of the unit.

(8) The drawee bank by the bank Manufacturer checkbook with checks stamped on the top plate inserted. Therefore, the signature of the check issuer that is a precondition for the establishment and issuance of documents and engagement are the three conditions he no longer remains the following statements about it, is conceivable: 1 If you check the contents of the plates were filled and the date is not listed, it can not be described but must check blank check with no history into account.

As a check on the legislature in Article 12 of the Law, enacted in 1355, these types of checks from blank check and was mentioned in a separate section. 2 Check the contents of the document is complete and is only interested in not listed.

In this case, although some believe that the blank check must take into account not appear correctly, but the idea should be considered a check in the bearer. First, in accordance with Article 312 of the Commercial Code, check or money order may be specified in a way that a certain person or to the bearer. Thus, when a check has been issued in compliance with other legal requirements, and the name of the beneficiary is not identified.

Because of the way a certain person or to remit a certain person can not be considered as a "bearer" it is true beneficiary unless the person

is legally or customarily defined as the interest earned on the reservation. Secondly, the Department of Justice Legal Opinion No 1797.7 dated 10.04.71 in reply to the question whether the beneficiary's name written on it checks only, payable to them or not? And checks whether the mere signing at noon transferable to third parties and will be paid or not?

Has commented: "Check whether the issuer is required to make sure that the name of the person who has been granted custody of his way to check on the No legal obligation, but the bank is responsible for the payment of principal or her owner is also the owner, unless the owner is checking proven guilty » Thirdly, in accordance with Article 5 of the Geneva uniform, without naming the beneficiary checks, bearer considered.

(9) 3 when the check is complete, and the amount of content that is not listed In that case we need a blank check to take into account. Regardless of the law no longer applies because it is the most important document in terms of its field.(Ordered to pay a certain sum) is the recipient delegation agreed that it meets the legal relationship between the parties and shall be included in all definitions are so common.

The title refers to a blank check when the check is correct and justified, at least in terms of the amount of white is issued and published in accordance with the contract between the beneficiary will be placed. Course may be eligible to sign checks issued by the issuer and the other is white, in which case check the contents of the white. The condition under which the amount was mentioned as a blank to include such a clause in case there are any number of other contents (except Manufacturer) has been completed. These checks may be bearer's no date or date of issue of interest because although it is not yet clear, but what an undated check or bearer comes to mind Check that the contents will be complete by the date of issue or interest, but it is not clear Insert the check in question, whereas the amount of the condition remains unknown and it is Which could be realized as a blank check. In fact such an important topic because it is without date or bearer checks before we know it we considered blank. In any case, check the minimum amount of white is no date or name of the beneficiary, whether or not contained in it.

Such a check is a check issued under Article 13 of the law and as provided under article stated that the issuer is traceable.

DISCUSSION AND CONCLUSION

The legal nature of a blank check signed According to Article 310 of the Commercial

Code: "Stop writing checks whereby the issuer funds in the drawee is wholly or partly refunded or otherwise assign."

The legal nature of the check, as you have different opinions presented by the lawyers that we briefly mentioned: Some, nature of this document as "a paid advocate" of the bank are known. This means that your lawyer is the issuing bank to pay a specified amount from the account holder. Some of this nature based on the draft contract, since the 310 mentioned the word "drawee" is used, Justified.

Some check the legal nature of the obligation on one party in favor of "payment order" and some other groups have tried to combine two eventually married and Ayqa the nature of this document are not achieved.

Indeed, the primary justification for opinions expressed on the legal nature of a check (which requires an independent review of the debate) is not error-free and delivered empty. In summary it can be stated that in this case it is not possible to check on any of the legal nature of the contract or the law Ayqa explained

Given that individual must also check the particular means of commercial documents and The specific form and obeys the conditions and terms of the relationship between the issuer, Holder and the drawee bank on one hand and the relations between them and the other guarantors the endorser and the associated principles and Specific rules in force creates special legal status of such a document is declared a bank check payable to the holder of the directive pay cash Whether the debt issuer or the recipient (beneficiary) be checked or not. The order of the special legal nature of the contract is subject to the terms and provisions of laws to check the current account.

The signing of blank checks can not be considered to meet the legal nature and like other checks. Because, basically, in accordance with Article 310 of the Commercial Code definitions and provisions of other legal materials, signed a blank check to the legal meaning of the word is not checked. One of the significant elements and components common to a particular commercial documents (bills of exchange, promissory notes and checks) may be considered as the most important pillar of the amount stated in the document. The ultimate goal of the creation, issue and circulate the documents of receipt of payment by the beneficiary. However, if checked, white is no possibility of achieving the desired goal amount is not available, the number of commercial documents outside of my he makes. Article 310 above, check the vehicle for a chargeback against or transfer it to others present.

Obviously, if the document is mainly due to the lack of capability to include the amount which can not be covered by this definition considered and check.

Other articles, such as Article 311 of the Commercial Code to the effect that: "... The promise of payment should be" and Section 313 of the Act, which states that "funds should be checked as soon as the work is" a way to confirm this meaning.

Some lawyers in the same subject Citing articles 310 and 311, which defines the requirements check. And the provision of Article 319 of the Commercial Code (in case you lack one of the essential conditions, IOU, check the current provisions About them) have expressed the opinion that the check without the payment of such check without a history check is not In other business documents and have concluded that these documents lack the legal sense of the word, the NSF checks can also be called a criminal prosecution. Since the issuance of checks approved in July 1355, according to the conditions set forth in the Commercial Code and regulations the same functionality as the Parts of the document in the first place to check the legal sense of the word, it is also known as NSF checks will not be a prosecution.

The law passed in July 1355 issue of checks in accordance with the regulations set forth in the Commercial Code when checking feasibility of the document in the first place as parts of the meaning of the law words. Article 1 of the Geneva uniform law (enacted on March 19, 1931 AD.'s Check) is a check on the issue and set shape "unconditional order to pay a certain sum" has mentioned that if the document is provided free of Article 2 of law, legal validity is not checked. Given the above, it can be said that the implementation of Article 13 of the Law on the Czech Act of 1355(Revised 1372.11.8) and may prescribe penalties for issuing a blank check to publish sum of completion is issued by the beneficiary.

Because before they issue a payment by the issuer to pay interest and penalties related to this matter makes it impossible. According to the condemnation and punishment of issuing blank checks is subject to the fulfillment of two conditions: Complaint concerned the lack of a check payment. However, if the amount is not listed in the check Can not be responsible for paying any duty and obligation of the issuer or drawee bank to pay or not to pay a certification examination. Unless stated to the legislative blank check is a check for the amount listed in the This claim is based in the belief that lawyers and definitions presented in this case does not seem correct. The signing of blank checks can

not be considered an actual check and the check for the considered specific legal nature, but this should be a check on the documents for non-commercial, However, this document could potentially check qualifications and requirements, and after the completion of Contents as other checks with the provisions of its own. The holder can be based on contracts signed blank check and agreed between him and the issuer are listed relative to the amount of the check and if necessary, additional content can act. This action gives the holder in writing of the amount and type of advocacy on behalf of the issuer should complete content (clients) to take into account the amount written on the check (the law and the jurisdiction) by the holder (legal counsel) is also specified in the contract .

The holder shall be stated in writing on the contract between the authority and the amount of the legal action. Obviously if exceed the limits of authority and a higher amount than what is agreed in writing, the right against the holder of the issuer, or in a lawsuit brought by the holder of non-payment and has provided sufficient defense in court. Despite the drawee bank checks his thoughtful regardless of the basic issues and the relationship between the holder and issuer of the contract, Only the contents of the form and complete and bona fide legal obligation to pay it is, Unless the issuer or other reasons including non-payment order or closed account, NSF is not payable. D Conclusions the benefit of defining and identifying the essential differences with the other blank check checks referred to in Article 13 of the Law on checks and other checks, it is of particular importance.

These differences can be explained as follows: 1 checks issued as a guarantee, provided the promise of full and legal conditions for export are listed.The banknote phrase "ensure respect" or the like is added and the Czech contingent payment that is subject to the condition t has promised to check with other legal requirements, including the date of issue of the said date but the true date of issuance is delayed. Insert a blank check signed but not necessarily the amount of the white left, and other content may not be posted. (2) Due to legal regulations and customs, certified checks, conditional should be checked and counted as a commercial document. Besides being transferred because the endorser is provided by the bank and the amount is recoverable in the event of non-payment, the holder may be entitled to legal rights, If the check blank check and commercial documents under the legal definition of special means and not virtually remain blank until the bank is not negotiable and offers and it can not benefit from the legal holder of the check issuer

only use them for criminal prosecution. (3) identifying corresponding blank checks definition prevents the check amount, but no date has included named beneficiary or without any of them are listed as white. It can recognize and enforce the implementation of Article 13 of the Law on checking whether or not the prescribed punishment as effective.

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