

ORIGINAL ARTICLE

TITLE

Mortgage and its impact on civil liability provisions

AUTHOR'S INTRODUCTION

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Abstract: Insurable mortgage is considered a legal means of security means that aim at conserving rights of the mortgaged creditor toward the debtor, where the creditor, in accordance with him, has the right to precede all creditors on carrying out the mortgaged money if the debtor optionally did not commence carrying out the original commitment at the advent of the appointed time.

In spite of the significance of this means, but the danger of the mortgaged creditor unfulfillment of his rights remains valid if the soul of security annihilated or decreased his value and depriving him from seeking the verdicts of the civil responsibility, the thing that urges the Jordanian legislator to employ the necessity of stabilizing the principle of credit in insurance in the civil commitments as an additional guarantee of the mortgaged creditor and protection of the debtor from danger of bankruptcy.

Key words: Insurable, Mortgage, Security, Mortgaged Creditor, Mortgaged Money, Mortgaging Debtor, Credit Insurance.

I: The insurable mortgage of the mortgaged creditor Grants the right of obtaining his debt from the mortgaged real-estate to precede all normal and following creditors of him in rank, that is mortgaged in case of the mortgaging debtor's abstention from carrying out his commitment at the advent of appointed time.

It deserves saying that leading this unifying legislative system of the insurable securities; personal and in rem perhaps does not serve neither the persons' interest nor the economic institutions, especially the legal nature of insurable mortgage may be personify on the form of a legal condition. Implicit frees the mortgaging debtor from issuing the civil responsibility verdicts in his right and getting him off due to that, from paying the resulting compensation by violating the dogmatic commitment carrying out; in accordance with this security the mortgaging debtor is irresponsible in spite that in accordance with general rules he is responsible even if such insurable security was not provided.

There upon the legal and economic new developments secreted reviewing in the classical insurances and assessing their use, adding invented patterns of insurances enriching the mortgaged creditor from seeking the civil responsibility rules, due to depriving in rem insurances from their activities that lead inevitably to break down the crediting basics.

In general, saving protection of the creditor to extract his debt is not achieved expect in accordance with a special insurance or with the verdict of what surrounds this debt of guarantees to its existence at a legal place or certain insurance. And so that need to credit insurance becomes up at an extent of significance of what it has of service and interest of the debit, who the more he saves these guarantees he attains what his activity demands of financial resources from the first side, and from the other side protection of the mortgaged creditor, for in obtainment of credit insurance is his avoidance of risk of his debt from waste or decrease of insurance place.

II: the true function of insurable Mortgage:

The in rem insurance saves a special guarantee of the creditor added to the general insurance to support it, so specializing a certain money to guarantee paying the debt does not prevent the mortgaged creditor from depending on his right referring to general insurance of his debit. (Al-Sanhori,2011,p:268). In spite of that the insurable guarantee has a legal function and economic dimensions surpass the classical roles of it, and this function makes a significance of it in treatment if the connected protection had been entarged to the interest of mortgaged creditor. (Al-kharoobi, 2004, p.12).

A: the legal intendment of the true function of the insurable mortgage:

The in rem insurances achieve two functions simultaneously, they are: granting the debit an instrument of trust and credit, for they enable him to offer the creditor a satisfactory guarantee of his right, and the second function is : guaranteeing the protection of the mortgaged creditor of his right at achieving the time of fulfillment and preceding him for all creditors, but the second function may be caught by some risks as a result of some behavior issued by the creditor toward the mortgaged money. (Al-Kharoobi, 2004, p:14).

1: credit bases in achieving the insurable guarantee:

The insurable guarantee is considered an in rem following right (1) determined on money owned to the debit or others, and its source will be a contractual relationship with numerous viewpoints in which frame the creditor enjoys the right of guarantee shelters him from the danger of his debit's insolvency and gets him out of the principle of equality among creditors. (Abdel Dayem, 2007, p.30) and this right does not act expect by existence of the guaranteed debt, and moves with debt in existence and nonexistence. This supposes the existence of correct commitment guaranteed

) 1) Article 1322 from Jordan civil law NO:43,1976 “worded” the insurable law is a contract acquires the creditor a real estate specialized for fulfilling his debt an in rem right “he is precedent for all normal and following creditors has the right to obtain his right from the price of that real estate in any hand it was, in accordance with it”. by this mortgage. If this commitment is violated by a defect leads to its failures, invalidity or its revocation, the mortgage will conceal with the commitment, thereby if the guaranteed debit was invalid for a defect in the form, non-consent, or unavailability of domicile conditions or for non-legitimacy of the reason, the insurable mortgage was invalid like it, and every interest-owner has to cling to it.

(Al-Sanhoori, 2011, p.273)

The basis of the in rem insurable guarantee is personified in a contract done between the mortgage creditor and the owner of the mortgaged real estate, either this owner was the same mortgager debit, or the owner was in rem bailsman, for the basis of commitment of its parties is to carry out the same original commitment at the advent of the appointed time to execute it, or else it became the right of mortgaged

creditor at stabbomity of the debit to carry out the commitment to seek the prompt execution on the place of guarantee and obtain his right from him. (Abu Al-Saud, 20016, p:192).

Origin in accordance with general rules that rises for the creditor the right in demanding the compensation on the basis of contractual responsibility that springs at violating the debit in carrying out his commitment or abstention from execution even if the general basis is that the compensation does not be a cause of enriching one part of the contract, but he has to take into consideration the obstinacy of the debit with bad intention and working on the idea of penal compensation, so beside the in rem insurances other means should open the way to for guarantee different in their power and extent due to their ability to set aside or belittle risks to which the mortgaged creditor is exposed to in obtaining his right (Al-I'beidi, 2011, p.252).

2: credit function to guarantee insurable security:

The in rem insurances are performed on realizing response to hoped trust from treatment between the mortgaged creditor and the debit, if the debt was worth the creditor had a good luck in extracting his debt, compared to others of normal creditors. So the in rem insurance saves a special guarantee for the creditor added to the general guarantee to support it, for specializing money for guaranteeing paying the debt as a general origin does not deprive the mortgaged creditor from leaning on his right to refer to the general security of his debit if the security domicile was not satisfactory to pay the debt. So he enters with the rest of normal creditors the division of opponents. (Al-Kharoobi, 2004, p:12).

The security function may embody in specialties of treatment and requisites of economic life, so the need for credit is not one at all treators, either for their inability to submit satisfactory guarantees or seeking aid from others offer their money

As a guarantee for his debt, and in return the mortgaged creditor's seeking for classical in surances as a guarantee to fulfill his debt does not achieve the hoped result of it, for the inability of the system of these insuranances in performing their creditor function, especially in case of security domicile annihilation, a legal one, materialistic or decrease of price. (Mansour, 2011, p.260).

B: the legal effect consequent on weakening the insurable mortgage:

Results on the mortgager numerous commitments the most important of which is keeping the safety of the mortgaged money till the date of paying it, and if caught a damage it will be guaranteed(2). The nature of his responsibility for the annihilation of insurable mortgage domicile and

the legal effect consequent on the difference causing annihilation, if it was a materialistic one referring to the mortgager's error, for a foreign cause the mortgager has no hand in it(3).

(2) Article 1337 of Jordan Civil Law worded that "mortgager of guarantees the mortgaged real estate an insurable mortgage and has responsible for its complete safety till date of paying the debt and the mortgager has the right to object on each decrease in his guarantee or takes procedures keeping his right and refers with expenditures on the mortgager".

(2) Article 1338 of Jordan Civil Law worded "1. If the mortgaged real estate annihilated an insurable mortgage, or by error of mortgager, the mortgaging asks fulfilling the debt promptly or submitting as at is factory gurantee to his debt. 2. If annihilation or defect because the mortgager has no hand in it, he has the preference to submit a satisfactory guarantee the debt, or paying it before advent. 3. If deeds happened exposing the mortgaged real estate to defect or annihilation or make it unsatisfactory to guarantee, the mortgager had to ask the court stop these deeds and take means present prevailing damage.

Or legal annihilation like snatching property for the public benefit. And weakening maybe specified at doing some aspects of behavior by the mortgager decreasing the value of insurable guarantee.

1: the legal effect consequent on annihilation of mortgaged money:

1.1: Materialistic annihilation: the Jordanian legislator supposed two cases of materialistic annihilation for the mortgaged money. for the debt:

First case: if the mortgaged money annihilated by the mistakes of the mortgager the mortgaged creditor had to ask the mortgager to submit a satisfactory guarantee for the debt, or bid to pay promptly the sum of his debt and consequently the debt of the appointed date of payment fails.

Second case: if the annihilation of mortgage domicile was caused by a foreign cause the mortgager has no hand in it, the latter has preference in this case by submitting a satisfactory guarantee for the mortgaged creditor if he wanted to benefit from the rest of appointed date to pay the debt. And if did not submit a satisfactory the appointed date of payment fails and the mortgager has to pay the debt promptly and the creditor has not to reject one of them against the other or else he is considered oppressive in employing the right. It is noticed that the Jordanian legislator did not threat the case of annihilation of the mortgage domicile by the creditor's mistake Even if that was rarely to happen, but not impossible. (Al-A'mroosi, 2003, p:136).

1.2: legal annihilation: This type of annihilation embodies in expropriation of mortgaged money property for public interest, and the insurable mortgage transfers, in this case, to the cash money that replaced expropriation of property in accordance with the idea of legal advent. And in all cases if the domicile of mortgage annihilated, or was damaged by any cause, the mortgage transferred with its rank to the right of compensation for damage, or the right in the amount of the determined insurance for the materialistically annihilated money or the legally annihilated money in case of the property extraction. (Al-Sanhoori, 2011, p:224).

1.3: invalidity of mortgage procedures: All conditions of mortgaged money maybe available at concluding the contract and be pliable to execution, if the date of carrying out of commitment was achieved, but what happens on reality is the insurable mortgage loses its legal value, for invalidity of the

legal basis of its foundation for the existence of defect in shape or defect in the objective conditions, and this case cannot apply the special basic principles in the materialistic annihilation or the legal annihilation for non-founding the mortgage from part of the origin, (Mansour, 2011, p.313).

1.4: abandoning the mortgaged of real estate: The legal rank of the mortgager may emerge on the basis of the in rem commitment theory as a result of its property of the mortgaged real estate, not on the basis of emerging the personal commitment in the debitor's protection, and because of this property commitment with debt is suspended due to existence of property, and so mortgager can get relief of this responsibility at time he does transfer the property of the mortgaged real estate to another, and in case of his giving up the mortgaged real estate, (Al-Sanhoori, 2011, p:579), he gets rid of this debt, that is being the mortgager merely responsible within limits of the value of mortgaged real estate. This result maybe achieved, especially the Jordanian legislator did not organize the matter of giving up the mortgaged real estate and consequent effects.

The researcher views that this idea does not be in harmony with legal and actual reality of the civil commitment even if led to this result, where the indebted remains responsible toward the mortgaged creditor in carrying out his commitment and at his obstinacy to carry out commitment or inability the creditor has to execute for mortgaged money neglecting either it was at the debtor or a person of others, also the in rem insurable mortgage does not prevent the creditor from referring on the general guarantee of the mortgaging debtor and enter with creditors in sharing opponents.

2: legal effect consequent on decreasing insurable security:

If the matter was confined to do deeds that expose the mortgaged real estate to annihilation or damage or makes it unsatisfactory to guarantee, the creditor had to request the judge stop these deeds and take the necessary means that prevent damage happen, that forms application of mortgager's commitment of protecting the safety of the mortgaged money, (Abulsaud, 2006, p:268). It also forms application of the general rule in the postponed if it was double of insurances concerning this debt referring to the debtor's mistake or to accuse he has no hand in it.. it fails the debtor's right in postponement and the creditor has to directly execute on the debtor if he obstinate in executing the same original commitment, especially if the creditor did not submit a satisfactory guarantee, or if the domicile of mortgage was money owned on community and at division mortgage transferred to the domicile that played in the share of the partner .. This domicile was beard by a mortgage for other creditors and is not for the creditor to approach them and the division of debt is an opponent one. (Al-Sanhoori, 2011, p:579). It is noticed that the Jordanian legislator set the

creditor's right in demanding compensation for breaking down by keeping the insurance domicile and confining penalty only by depriving him from preference, or reference in accordance with general rules to demand execution of commitment.

3: limits of the in rem warrantor's responsibility for the guaranteed debts:

Probably the mortgager debit to be the owner of the mortgaged domicile and maybe the money a person from others under the legal framework of the in rem warrantor, and the latter is committed toward the mortgaged creditor from fulfilling the guaranteed debt guarantees him an in rem warranty within limits of mortgaged real estate value. The responsibility of the warrantor is limited one with the value of the real estate and does not stretch to his other money, and the in rem warrantor does not have the right to push in facing the mortgaged creditor by referring first on the debit and in case of his inability to refer on him except if found an agreement between the mortgaged creditor and in rem warrantor on something else, meaning that the mortgaged creditor may agree the in rem warrantor to refer at time of fulfilling the debt on the original debit and evacuate him from his money then to refer on him. Here merges a commitment on the in rem warrantor represented in instructing the mortgaged creditor to the money owned by the debit, and if they were unsatisfactory the creditor has the right to refer on the warrantor. (Mansour, 2011, p.259).

It is noticed that the Jordanian legislator did not treat the matter of guarantee of the personal exposure, guarantee of exposure issued from others and guaranteeing the annihilation of others money mortgaged for the interest of the debit, the thing that makes the true function of insurable mortgage by keeping interests of the mortgaging creditor did not realize, especially the mortgager is a person from the others, and so legally non-forcible by keeping the safety of mortgaged money. Limits of article 1337 wording are confined to the original debit only. This is acquired frankly from inability of article 1338, that indicated in the first branch of it, to “ if money annihilated by error from the mortgager the mortgaged had to demand fulfilling his debt promptly or offering a satisfactory guarantee to his debt”, it is not meant that the committed person in offering the guarantee is the mortgager from the other for he is not related really with the origin of debt, so the term mortgager provided in the inability of article 1337 refers to the mortgaging debit and not the other mortgager, and so creditor cannot refer on the mortgager debit to demand him a satisfactory guarantee, this is a matter put aside since founding the debt for submitting a money owned by him as a guarantee for his debt and is not for the creditor except to prompt demanding to carry out the commitment.

The problematic may appear from another side if the in rem warrantor was bankrupt the mortgaged creditor has nothing except referring within limits of financial person and he cannot follow the rules of the civil responsibility and forcing him on the in rem execution for his financial inability, so the inability of the in rem warrantor hinders applying verdicts of the civil responsibility.

III: effect of the in rem insurable guarantee on verdicts of civil responsibility:

The in rem insurable mortgage forms a limited legal system allow the mortgaged creditor in carrying out on the mortgaged money at the advent time of carrying out the commitment, if the mortgaging creditor did not commence carrying out his commitment voluntarily and optionally. The mortgaging debit should

keep the mortgaged money and in case of decreasing its value or its annihilation the appointed time of paying the debt fails or else submitting another guarantee and the verdict differs according to the cause of decreasing the value. The Jordanian legislator did not treat the matter of the debit's shortage in keeping the mortgaged money from part of raising the rules of civil responsibility.

A: extent of considering agreement on insurable guarantee amendment on verdicts of the civil responsibility:

Originally if a person with his error caught damage with other, he is committed in bridging the damage, and that is done by compensating the harmed person for harm, but this supposition cannot be applied on case of annihilating the domicile of mortgage by error of mortgager, the thing that leads us to say that the insurable mortgage hinders applying the rules of civil responsibility in this respect.

1: limits of mortgager's commitment by keeping the mortgaged money:

A legal and agreeable commitments lays on the back of the mortgaging debits keeping the guarantee money for the debt, this represents a commitment of exerting care of accustomed person, if damage caught the mortgaged money and confirmed non-exerting the hoped care, his responsibility is evaluated, and the creditor, in accordance the general rules, has to demand compensation as a result of defecting the legal commitment gained by the article 1337 from the Jordanian Civil Law.

But what is related with carrying out the original commitment or the belonging (mortgaged money) it is a commitment to achieve a goal, and if the hoped goal was not achieved its responsibility is performed and evidence is not accepted of him on no error from his side, it is purely non-executing commitment is considered obliging civil responsibility and mistaken in itself, that cannot be pushed away from him, except by fixing the great power or error of the mortgaged creditor, but the Jordanian legislator made to the debit a commitment of the creditor at other place as a guarantee at him, or to fulfill the original commitment and the creditor has no right, in accordance with article 1338, to seek refuge at judicature demanding the in rem forcible execution, or demanding compensation if did not execute the original commitment itself.

2: extent of considering the insurable mortgage a condition for dethroning verdicts of the civil responsibility:

It can be viewed that the legal nature of insurable mortgage embodies a condition discharging the mortgaged debit from the civil responsibility against him and discharging him due to that from

paying the resulted compensation from violating the contractual commitment execution, in accordance with this guarantee the mortgaging debit is not responsible in spite that he is according to the general rules is responsible if did not want such insurable guarantee, for the in rem insurable guarantee from a special system in amending performance of civil responsibility, especially the mortgager's hand on the mortgaged money is a hand of honesty for the relation of creditor's right in it, and this supposition is meant

performing the responsibility and not the guarantee, therefore if the mortgaged money caught damage, annihilation, or decrease the mortgager' responsibility toward the mortgaged creditor as a public origin. (Zaki, 1999, p. 10).

Both researchers view that confining the commitment on the domicile of guarantee is not considered a discharge or amendment of responsibility, but non-ability of the creditor to force the mortgager to the in rem execution or referring on him with compensation in case of decreasing the guarantee and in return the mortgager is committed with the in rem execution and in case of his inability it is executed in the domicile of mortgage as it is possible, or else the civil responsibility rules are founded and their bases are available toward the mortgager, so the insurable guarantee takes the amendment form in commitments and not amendment in verdicts of civil responsibility. (Yahya, 1998, p. 66), especially that guarantee condition does not aim at putting aside the cleared civil responsibility of the mortgager on fixed legal rules, but finds himself irresponsible, because the condition of clinging to the domicile of guarantee is preventing appearance of responsibility; so it is illogically illegal depriving the mortgaged creditor from referring to verdicts of civil responsibility, this matter gives the mortgager absolute authority between executing his commitment by keeping the mortgaged money and unexecuting it, clinging to different justifications trusting non-performing responsibility against him. (Al-I'sani, 1998, p. 25).

B: enlarging the umbrella of the insurable protection to the mortgaging creditor:

Economic life developments are considered a cause in giving the domain for other means of guarantee, beside the in rem and personal insurances, they are different in their power and extent according to its ability on belittling or removal of risks to which the mortgaged creditor is exposed in fulfilling his right.

These means cannot be subdued to the same systems of insurances for difference in its nature and source.(Mazeaud; 2017, p.15).

1: barrier between arbitrariness in employing right and employing verdicts of civil responsibility:

The Jordanian legislator prohibited the mortgaged creditor at damage or annihilation of the mortgaged money referring on the mortgager, either he was the original debit or a person of others to demand his right in accordance with civil responsibility rules, and in case of referring the mortgager creditor is arbitrator in employing his right in accordance with wording of legal text that specifies the excused cases for mortgager creditor in accordance with them he demands his right, but this legal wording has no justification in light of general rules that govern the matter of arbitration in employing the right, in addition to his contradiction with the nature concerning the procedural rights and rules of justice, logic and what results in using them of harms to the mortgager creditor.

Application of this principle is considered an arm in the mortgager's hand with bad intention, whatever the mortgager creditor sought refuge to raise a law suit to demand compensation at annihilation

of the domicile of mortgage or weakening it, the mortgager claims that commencing the responsibility suit against him was arbitration form. So the right and arbitration are two contradictive verbals and the basis of performing the idea of arbitration in employing the right is achieved at surpassing the and availability of purposed harm to others, and commencing proceedings and application of civil responsibility verdicts to demand compensation is an illegal action obliging rejection by the mortgager, for arbitration is confined to rights with the accurate meaning like freedom of contraction and possession and gets out of its wording the freedom of proceeding and applying principles of justice. (Emerich, 2010, p.109).

On this basis, it clear to us that applying the theory of arbitration in employing the mortgaged creditor's right in mortgager's demanding compensation for harms that caught him, because of his non- performing the legal commitment imposed on him be keeping the mortgaged money or decreasing its value came contradictive with rules of justice in prosecution, for exaggeration in the thing even if it was within the legal framework, leads to defect in protecting the rights. (Al-Kharroobi, 2004, p:72).

2: insuring the mortgaged money for the interest of the mortgaged creditor:

It is meant with credit insurance that contract in accordance with the mortgaged demit with insurance on the mortgaged money for the interest of mortgaged creditor, to guarantee risks of spread loyalty that may the mortgager be exposed and irritate the financial rank and inability to be paid, and so at decreasing the price of mortgaged money or its annihilation, the mortgaged creditor is to replace the insured debit and demanding the insurance company with compensation equivalent to his insured debit. (Leblond, 2010), credit insurance is considered one of the most important means of treatment among individuals in the community. It has to be strengthened and developed not only for the benefit of mortgaged creditor, but also for the benefit the debit himself. Therefore it has to be available at the debit the necessary means to achieve his ability to submit the satisfactory insurances for the creditor from elements of easiness and financial solvency. So he can by that benefit from what he has of energies and financial machinery keeps the mortgaged creditor's right and enhances the financial trust of the mortgaged creditor. (Emerich, 2010, p.109).

Insurance on the mortgaged money by the creditor for the interest of the mortgaged creditor forms a matter with significance due to risks to which the latter maybe exposed at fulfilling his

right from the mortgager, for the insurance achieves a twofold function; he.. from one side guarantees protection of the mortgager.. saving a satisfactory guarantee for the creditor at the annihilation, or damage of the mortgaged domicile, and conceals defects of non-acting proceedings of responsibility suit against him, and from the other side guarantees rights of the mortgaged creditor in obtaining the determined compensations from part of the insurance company by the direct prosecution, for the insurance company

has a strong financial rank, can bear the imposed burdens on it in accordance with the legal organization of insurance. (Malaurie, 2013, p.19).

And forcing the debit with insuring the mortgaged money is not considered intensification in bearing the responsibility, but adds a new commitment on his back, so in accordance with the credit insurance the commitment of the debit becomes easy, if the mortgaged money was pliable for carrying out on it or not so, for its damage, decrease or any other cause the debit is not harmed, and the mortgaged creditor guarantees his right in all cases. The insurable mortgage forms, in its nature, protecting the creditor to extract his mortgaged money if not paid at its appointed time, for the legislator in his organizing the insurable mortgage did not warrant guaranteeing fulfillment of commitments, but specified this system as one of the legal systems allowing following them under the name of the followed in rem insurances and cleared the machinery of their application

Form the important results:

- The insurable mortgaged is considered a following in rem mortgaged right determined on money possessed by the debit or others, and its source with he a contractual relation with numerous intentions in its framework right of enjoying guarantee is available, protects him danger of shortage of his debit and gets him out from the principle of equality between both creditors.

- The in rem insurances play on saving a system making response to hoped trust from dealing with seeking the guarantee of justice and fairness.

- The legal nature of insurable mortgage is embodied in a legal condition discharging the mortgaged creditor from performing the civil responsibility against him and due to that discharging him from commitment to pay the compensation resulted from violation of executing the contractual commitment.

- The guarantee insurance achieves a hoped interest for the mortgager debit in treating with a creditor trusts the dusting of his credit activity.

Recommendations:

- We recommend the Jordanian legislator with enlarging the legal significance of article wording, through allowing the mortgaged creditor by referring on the debit with bad intention if did not exert care of the wont person to keeping the mortgaged money.

- We recommend the Jordanian legislator to determine the principle of credit insurance beside the personal and the in rem insurances, as a result of its power and its extent to belittle risks to which the creditor is exposed.



List of references:

Arabic references:

- Abu Saud, Ramadan, The personal and in rem insurances, New University House (Darel Jami Al-Jadedah), Alexandria, 2006.
 - Zaki, Mahmoud Jamel Al-Deen, Problems of the Civil, Responsibility, Cario University press, 1999.
 - Al-Sanhoori, Abdel Razzaq, Al-Waseet in Explaining the Civil Law, the personal and the in rem insurances, part 10, Dar Ihya Al-Turath for Publication, 2011.
 - Abdel Dayem, Husni Mahmoud, Real Estate Credits Between Shariah and Civil Law, Dar Al- Fiker Al-Jami (University Thinking House), 2007.
 - Obeidat, Rousef Mohammad, The Following and Original in rem Rights, Dar el Maseerah for Publication, Amman, 2011.
 - Al- Obaidi, Ali Hadi, The Concise in Explaining the Civil Law, The folloeing and Original in rem Rights, Right of property, Sthed, Culture House for Publication and Distribution, Amman, 2011.
 - Al-Amroosi, Anware, The in rem Rights in the Civil Laws, Al-Maref Foundation, 2013.
 - Al-Isami, Condition of Discharge from the Civil Responsibility, Master Degree Dissertation, University of Jordan, 1998.
 - Mansour, Mohammad ad Hussein, The General Theory of the in rem Ered it, New UniversityHouse, Alexandria, 2011.
 - Yahya, Yassin Mohammad, Agreements of Discharging from the Civil Responsibility in the Egyptian and the French Law, Dar elNahdah Al-Arabeyyah, Cairo, 1998.
 - A. Bruyneel, l' évolution du droit des sûretes, constatons et questions, in les sûretés (suretés traditionnels, réelles, personnelles en droit français et en droit belges, suretés issues de la partique, droit international privé) colloque de Bruxelles, 20 et 21 octobre 1983, édition FFDUCI Bruyneel, 1984.
- Nicolas Leblond, La Subrogation de l'assureur-crédit, Gaz. Pal, 6 Novembre 2010, n 309.
- Nicolas Leblond, Réflexions sur la nature juridique des assurances du crédit: assurance-emprunteurs et assurance-crédit, Gaz. Pal, 10 Juillet 2010, N 190.
- ph.Malaurie, L.Aynes, par l'aynes et p. CROCP, les sûreté, la publicité, LGDJ; 8 édition, 2014, n 8,
 - corine DAUCHEZ, le principe des spécialités réelles, thèse, université panthéon-Assas, 2013.
 - Vinvent Mazeaud, responsabilité civile ét driot des suretés, responsabilité civile et assurances, n 5,



Mai 2017, dossier 6.

Yaell Emerich, la nature juridique des sûretés réelles en droit civil et en common Law: une question de tradition juridique, revue juridique, thèmes; vol, 44, 2010.