

Bills of exchange as a hedge fund

Abstract

In the past, a bill of exchange was linked to a payment instrument. It is not only the first ever security but also the predecessor of paper money. In the course of economic-sociological development, it was found that the promissory note could also serve as a hedging instrument within the framework of a contractual legal relationship. By gradually evolving, this hedging function became dominant and de facto displaced the bill of exchange function as a means of payment. Although the payment function has not explicitly disappeared, it is currently less used and the promissory note is dominated by the promissory note. Mostly, the notion of a promissory note is linked to its hedging function between the general public and the professional public.

This thesis is divided into twelve chapters. In the first chapter I describe what a promissory note is and that it is a security. The second chapter is devoted to the description of bills of exchange in terms of their historical development, where the bill of exchange apparently originated, and mainly, why it was created and who used it. In the third chapter I describe the basic distribution of bills of exchange and the fact that the bill of exchange serves as a means of payment, as a payment instrument, or as a security means. In the fourth chapter I describe and explain the terms and terminology that is used in bill theory and practice. There are very specific names used in the bill of exchange, which do not exist in another legal branch, so it is necessary to orientate in them, otherwise it may occur due to inaccuracy and misunderstanding of the terminology a fundamental problem. In the fifth chapter I describe the origin of the bill of exchange in the causal relationship with the obligation relationship. I focus here primarily on the main reasons for securing a causal commitment, then here I compare the obligations secured by a bill of exchange vs. obligations ensured by other means of reinsurance under the Civil Code, and these are also listed here democratically. In the sixth chapter, I describe the means by which a higher appreciation of the bill of exchange can be ensured, not in the sense that its value is increased, but the security provided by the bill, using the legal institutes of bills of exchange, or official verification of the signature, when it is much easier enforceability. In the seventh chapter I describe the bill of exchange in the context of the creation of the bill of exchange, who are the parties to the contract, what is the content of the contract and, last but not least, what are bills of exchange causal objections. Furthermore, I deal with the institute of a blank bill, its advantages and disadvantages in relation to various subjects of the bill of exchange. In the eighth chapter I deal with the subjects of the bills of exchange, i.e. bills of exchange. The ninth chapter deals with

the ways of satisfying the bill, if the debtor does not fulfill the bill voluntarily. It is either the alienation of a bill of exchange, here is the difference between a bill of exchange and a bill of exchange, not the order and the way in which it is transferred, and the use of a judicial route through an action. In Chapter Ten, I describe the possible misuse of the Bills of Exchange by a stronger party, especially in labor-law matters and consumer contracts, where I also describe the development of Czech legislation in the context of consumer contracts, concerning the use of bills of exchange. In the eleventh chapter, I discuss the softening of boldness by the Supreme Court in relation to the lower-instance courts, describing some softening of the strict bills of exchange and check law based on the Supreme Court's judicial decisions. In Chapter 12, I deal with the institute of statute of limitations of a receivable and compare it with the statute of limitations of a claim.

Key words

Security Bill, blank bill, bill of exchange contract, causal commitment, drawee, causal bill of exchange objections.