

Editing steps for the official document that the notary issued

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Abstract:

In order to preserve the rights of contractors, the legislator recognized writing as the legal foundation for proving legal actions. As such, it was vital to regulate it with controls and restrictions for the purpose of maintaining a contractual balance as well as for legal reasons.

The official editor is one of these bonds that is most crucial since it is founded on certain legal pillars, the most significant of which is submitting it in an official form to obtain conclusive authority in proof and as one of the most significant pieces of evidence that demonstrates an individual's right.

Keywords: notary - agreement - formal document - court cases - evidence-based power.

Introduction:

Writing is considered a support¹ urged by the Holy Quran; this is proven by the verse of the Almighty: «O you who believe, if you owe a debt for an indefinite period, write it down, and let a notary write among them»² it is one of the pillars of proving legal actions aimed at controlling the dealings of individuals among themselves.

The legislative body in Algeria has acknowledged the evidentiary power of the official editor³, as stipulated by a specific law governing the notary profession. Official documents are those that the notary issues upon the request of public or private individuals, acting in his capacity as the legal taxpayer and adhering to legal arrangements within the parameters of his authority, provided that they bear his official seal and are signed by witnesses, contractors, and translators when needed.

According to Article 324 of the Algerian Civil Code⁴, a formal contract is one that is created by an official, public officer, or someone entrusted with a public service; the

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notary has been given the responsibility of drafting it because they are the people best qualified to do so in terms of practicality, science, and ethics in order to guarantee the stability of the parties' legal status.

The notary proceeds to draft the contract by going through a sequence of interconnected procedural steps based on this premise, the facts, and the parties' agreement.

When one looks at the court doors, which frequently receive complaints and petitions resulting from the forging of these documents, one can see the significance of the procedural steps that the notary must do in order to produce the official document in his legal entity.

On the basis of the aforementioned, we can ask the following question: **What steps does the official document go through during editing to become the last word in proof, either between its parties or in front of others?**

We employed the descriptive technique to provide these steps in an easy-to-understand manner and the analytical approach to examine relevant legal texts, such as the Notarization Law and the Civil Code, in order to develop this article in a legal methodological form.

In an attempt to address the issue raised, we shall split this essay along two primary axes:

- The initial axis is the phase preceding the official editor's editing
- The official editor's editing stage is the second axis.

The first axis :The phase preceding the official editor's editing

The notary's role begins at this point by welcoming the client into his office, giving him a thorough explanation and responding to any questions he may have. By giving him advice, the notary is then better able to ascertain the nature of the contract (first), and then moves on to ascertain the information contained in the official document (second). This understanding of the stage prior to editing the official document greatly contributes to understanding its importance and role in strengthening contractual relations.

First : The process of welcoming the service candidate, counseling him, and ascertaining the official editor's characteristics

When a customer visits the notary's office to inquire about his final product, the official editor's editing process starts. The notary first tries to make a good impression on the customer by offering advice and guidance, and then he starts figuring out what kind of contract the parties had previously agreed upon.

A- The service applicant's reception

At this point, the notary must greet the client or service applicant in his office with good skills and in a suitable setting, starting with a waiting area furnished with amenities (seating, appropriate lighting, heating, etc.) and some magazines, preferably ones dedicated to the notary so that the client can learn more about the notary's duties.⁵

In addition to directing his staff to interact with the service applicant in a proper manner, the notary must also give orders to them regarding how they should treat the applicant. These staff members are separated into two groups: those who come to request contract drafting and are fully aware of the procedures, which makes it easier for the

notary to verify only that the legal requirements are met⁶, and others who do not. In contrast to the first type, the second one requires the notary to give them counsel, direction, and advice without correcting the editor⁷.

B. The phase in which the service applicant receives advice:

In order to indicate the nature of the contract they are about to conclude⁸, where it is clear what obligations the parties to the contract have (rights and duties), as well as the effects that will arise from its conclusion so that no conflict arises after liberation, the notary must first ensure that the picture is clear to the people requesting the issuance of the official bond and that the latter is not contrary to public order and morals. This is done within the legal bounds.

C- The process of identifying the official editor's characteristics

This stage is thought to be the outcome of the notary's earlier work in the previous stages, where he listened to the service applicants and gave them the necessary advice and guidance before starting to ask them questions in order to clarify the nature of the contract he will write and its compliance with the laws and regulations governing it, as well as the compatibility and conformity of the parties' wills and their legal capacity to conclude this agreement⁹. Whether it is a contract of sale or lease, gift or will... etc., for instance, a sales contract that is replaced by real estate requires

Second: Identifying the information that the paper has to contain

The notary is eager to learn the nature of the contract from the parties involved, as we previously discussed. This leads him to the formal and legal procedures mandated by law, and as such, they must provide the documentation needed to draft the contract and establish their identity, such as civil status documents.

Cannot forget to mention that the law requires certain licenses in certain contracts, which the notary must obtain from the applicant. This license serves as judicial consent for legal acts carried out by minors or people under interdiction¹⁰. Additionally, the notary must fulfill his obligations¹¹ and guarantee that all the information required by law is present in the editor in order to organize its effects and guarantee its efficacy between the contracting parties and against third parties. To that end, we will display the information provided by the parties to the editor, the information from the editor's location, and the information regarding the procedures, in that order.

A- Determining the parties' data to the official editor:

This agreement is established in a legal and official form once the notary is certain of the legal status of the editor who will edit it. Accordingly, he himself starts the editing process in compliance with the legal conditions and forms, relying on the identification of a set of data, editing it in its final form, and reading it to the parties as the final step at this stage.

1- The parties' data sent to the official editor

The notary, the parties to the contract, the witnesses, and the translator, if needed, are the parties to the official document. We shall describe each of them as follows:

- **Information about the notary:**

This information is separated into information about the notary's office and information about him personally.

✓ **Data related to the notary's office:**

In practice, each contract contains information about the author of the contract, i.e. in the name of the jurisdiction of the court in which the office is located, as follows:

- Public Notary Office (name and surname).
- The address of the office, i.e. the street, neighborhood and state in which it is located.
- Mention the editor's serial number with the year of editing.
- Mention the date of editing.

✓ **Data related to the person of the notary:**

The notary begins to issue the bond himself because he cannot write in his absence; in the event of a vacancy in his office, he cannot delegate one of his employees to carry out his powers. The Minister of Justice, the keeper of the seals¹², appoints another notary to take over the tasks, because the notary is a public official authorized by the public authority to issue bonds in an official capacity¹³.

When it comes to editing official documents, this must happen in the notary's office and cannot be done elsewhere unless there are special circumstances allowed by law¹⁴. When it comes to establishing accountability, the first notary retains responsibility for inadvertent errors made by his deputy¹⁵.

• **Personal information about the contract's parties:**

In this instance, the notary will review the national identity cards to confirm that all parties are the owners, holders, agents, or legal guardians, and that they have attained the legal age of majority¹⁶.

In addition, the notary must confirm that the parties' wills are compatible and in line with the law, that they are fully capable of carrying out their legal obligations, and that no exhibitor is present in order to complete the legal disposition. The notary must be aware of the type of contract that needs to be completed, the prerequisites for its location and purpose, and that it is legitimate and does not violate any laws or public order.

The contract must also be completed in person at the notary's office; if the parties fail to show up, the notary will face disciplinary action for forgery¹⁷.

The following information should be included in the data: the parties' name and surname, nationality, capacity, place of residence, and date and place of birth. The Algerian legislator did not make any mention of the parties' ability to act as legal persons; instead, they were simply mentioned as natural persons in the same article¹⁸.

• **Witness information:**

Witness statements are mentioned when appropriate and at the notary's discretion; this is the same information we provided to the parties to the contract. The two witnesses' presence was specifically mentioned in the ceremonial contracts; if they are not, the contracts are null and void. The parties' relatives and in-laws may not testify in the contracts that are drawn up, but they may testify for purposes of proof only¹⁹.

• **Information about the translator:**

The notary will use the translator's name, last name, and place of residence if one of the contract's parties does not speak Arabic fluently²⁰.

B- Specify the data that must be available in the official editor's shop

The place of the bond can be a personal right such as a guarantee contract, or a right in kind such as a lease contract... The data vary according to the nature of the contracts.

1- Appointment:

The notary handles the editor's location under the title * appointment or subject *. If the location is, for instance, the rent of a building, he must demonstrate the following: that the building is a structure ready for rental, that it is for rent, how much it is for rent, the ownership source, and whether the shop is performing work such as an agency contract.

2- initial Ownership:

The Notarization Profession Law does not address the issue of initial ownership in a contract; nonetheless, notarial custom dictates that it was included right away following the appointment in agreements involving a specific or adjacent location.

3- Price :

The shop's price needs to be decided, particularly if the agreement is contingent on a sale (selling price) or rental income (rent allowance); if not, the agreement is completely void.

At the level of the public treasury, the notary receives the sum equal to one fifth, or 1/5, of the total and deposits it into his client account ²¹this decision gives the tax administration the ability to keep an eye on the contract parties' statements, compare them to the official evaluation table that was accepted by them, and exercise their right in the event that any party fails to pay any debts.

Not only must the mode of payment be specified, but the notary must also note the installments and payment schedules in the sales contract in order for the executive document to safeguard the seller in the event that the buyer defaults²².

4- Terms and costs:

This section of the contract is located under the heading "Conditions and costs." In addition to the general conditions set forth by law based on the specifics of each contract, the parties to the agreement have provided additional special conditions that are non-negotiable under any circumstances, including the obligations of the lessor and lessee in the lease contract.

5- Terms and costs:

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The second axis: The official editor's editing stage

The notary takes the initiative to make final edits to the document after meeting with the applicant in his office, discussing the nature of the contract and the information that has to be provided, and confirming that the contractors want to enter into a contract and understand this.

This type of document is drawn up in accordance with what is stipulated by law and within its limits of competence to be signed by witnesses, those involved in the contract, and the notary's signature and seal. The official deed is issued by the notary in his capacity

as a public officer, and it has a role in his appointment and national competence given the role assigned to him as part of the state's powers to conclude contracts and regulate financial transactions²³.

Therefore, in order to modify a document, the notary must first identify and confirm the bonds that support modification, then edit the document permanently, sign it, and finally read its content before registering and making it public (fourth).

First : The paperwork that the service applicant has provided and confirmed

It is common for official documents to start with the following : * In accordance with the law, or based on the decree, or based on the decision... Etcetera. The form of the document varies depending on the official body that established it. For example, the contract drawn up by the notary differs from the contract issued by the administration, which is based on the will of the legislator and the formulation of the executive authority^{24*}.

Regarding the official document that the notary issues, it is founded on the parties' sovereignty of will, even though it is constrained by legal texts in accordance with the legal disposition. The notary, after verifying that the parties intend to finalize the contract and draft the official document²⁵, determines the necessary documents while taking the legal forms into consideration. Once he has obtained the documents, he must verify them.

A- Records that the service applicant has provided

It is easier for the notary to identify the required documents when he speaks with the applicant in a conversational manner during his reception, until he learns of his desire to determine the type of contract or disposition over which he will supervise its writing. These documents differ according on the type of contract; some are universal, including the parties' identity cards, the birth certificate, and the witnesses' and translator's certificates if needed; nevertheless, if the contracting party is a legal body, apart from confirming the identity of its agent, it also demands a certificate of registration in the trade register for traders or the accreditation decision for civil companies, in case the latter are involved in transactions involving the transfer of original ownership, like sales contracts.

B- Document verification and examination:

The notary authenticates documents, such as identity cards and passports, and verifies the identity of the parties to the contract by examining them accurately. The parties bring the documents at the notary's request to conclude the contract. The notary initially confirms the origin of the property, for instance, if real estate is the subject of the contract, by looking over its data (such as its location, area, issuer's seal, registration, and publicity) and making sure all the information is in accordance.

C- Verification and inspection of documents:

If the parties are not present or have been appointed as an agent to act on their behalf, the agent will take the original party's place²⁶. In the case of witnesses, he must make sure they are qualified to testify as either prosecution or defense witnesses in ceremonial contracts like marriage contracts and gift agreements.

Second: The procedure for revising the official text

Once the notary has confirmed the documents' validity and integrity, he will record the parties' intentions in a document that he will draft in compliance with the legal requirements and formats, which are as follows:

- Under penalty of nullity, the notary must edit the editor in Arabic; hence, this document must be provided in Arabic under risk of rejection.²⁷
- The official editor should be edited by the notary public in a single, readable, clear text²⁸.
- He also provides the editor with full names for every step, devoid of any ambiguity or shortcoming. Letters and digits are used to indicate the amounts, year, month, and day of signature. confirms the number of words marked out, the reference to which it corresponds inside the contract, and the reference at the bottom of the page or on the margin²⁹.

But occasionally, a difficulty occurs because one of the parties is not a native speaker of Arabic. In this case, the notary must bring an official translator to the contract council in order to translate the contract document for the foreign party³⁰.

A judicial assistant may be appointed by the court to represent a party on the contract council if another issue occasionally arises regarding the incapacity of one of the parties as a result of the combination of two of the following disabilities: blind deaf, deaf mute, or blind silent.

Third: Examining the text Upon the signing of the contract by the parties

Following the document's creation In order to read the bond to the contracting parties and explain to them all of the rights and obligations that each party has, while always keeping in mind the parties' agreement, the notary calls the parties to his office. This is the last stage of editing the bond before it is finalized.

After the recitation is finished and the parties give their final approval, the parties sign all of the editor's pages with their fingerprints next to their signatures with their left index finger and write their names. This is because the editor, before being signed by the parties involved, has no legal value because it is just a regular piece of paper with no bearing on anything. What sets this type of document apart from others is its formality because it is the source of its authority and is issued in a manner equivalent to that of a notary or by judicial decision³¹.

Once the signature is completed³², the notary will affix the date and file number. If they are illiterate, they only need to provide their fingerprint.

Fourth: Official editor registration and publicity

Since it is obvious that legal procedures pertaining to the official document are crucial to making an impact on others in particular, the notary first reads the contracting parties the tax laws, registers it at the tax authorities' level, and then makes it public, particularly for real estate transactions³³.

Recitation of tax laws:

This clause is found in contracts pertaining to the transfer of real estate or commercial rights. It stipulates things like paying the notary one-fifth of the total amount and the applicable registration fee. The notary must read the contract to the parties and explain the relevant tax laws so that they are aware of its contents³⁴.

Registration Procedures:

This process is limited to official documents only³⁵, and it requires a notary to register them regardless of whether they are subject to a fee or not³⁶. The enforcement of this procedure will be demonstrated by the collection of registration fees owed to the Tax Authority, which will be noted in the original documents at the Registration Inspectorate against fees paid into the Inspectorate's account.

Together with other financial rights borne by the purchasing party represented by stamp rights, real estate registration rights, notary fees, copying and advertising expenses, the notary shall collect the financial fees specified in the Registration Law for the benefit of the State. The notary will collect these fees from the parties³⁷.

C-Registration Procedures:

As a formality for contracts pertaining to the transfer of real estate ownership, official documents must go through the registration process. A contract's impact on third parties cannot occur before the date of registration in real estate cards, which are subject to the in-kind and personal month systems.

Civil status:

The notary must state that the parties to the contract have full capacity to act in their civil status and that there are no judicial or legal obstacles preventing the contract from being completed in this item. similar to a stone³⁸.

D- The contract's certificate of validity

The contract is signed by the parties and witnesses on a date that may be one, multiple, or between absentees; this is known as electronic contracting, as opposed to the traditional contract that is made in their presence. The notary states in the contract under the phrase "proof of what was mentioned" that everything it contains was in accordance with the legal procedures, and in the event that any amendment is added, it will be the same procedures.

Conclusion:

In summary, this article's editorial considerations regarding a legally recognized individual -the notary- lead us to conclude that the official editor has legal validity.

This was evidenced by the Algerian legislator's intervention in the regulated provisions of the Code of Civil and Administrative Procedure and the Law on the Notary Profession, which enlarged the procedures pertaining to the notary and the editing of official documents, respectively.

In certain circumstances, the legislator has granted the notary complete proof authority under penalty of nullity, and he has taken great care to follow the procedures for modifying the official document. As such, the following conclusions and suggestions have been arrived at:

Results:

- In Algerian law, writing is one of the most significant means of proof, if not the most significant, since it allows for the validation of all official documents under threat of nullity.
- Pre-editing and post-editing are the two primary editing phases that the official editor goes through. The most crucial phase is when the official editor is being prepared, and the notary serves as the expert and legal counsel during this time.
- When the contracting parties sign the document, the notary acts as the official document's authorizer.
- The official document acquires conclusive authority in proof when the contracting parties sign it with respect to the facts that took place under the hearing and consideration of the notary.
- The form of the official editor varies according to its source and according to the legal action that will be concluded, which requires accuracy in determining its data.

Recommendations:

- The requirement that the Notary Profession Law, No. 06/02, be amended by the Algerian legislature in order to modify the substantive and procedural norms governing official documents, rather than relying on the Civil Code in certain situations.
- Article 324 of the Algerian Civil Code was cited because the legislature did not address the definition of official papers; therefore, the Algerian legislator ought to remedy this legislative gap rather than relying on other laws.
- the requirement to identify official papers based on their respective sources. In special laws, provide samples of official papers that have been altered by the notary.
- The requirement to assign assistants to the notary in order to share responsibility with them by having them sign official documents that the notary personally drafts in addition to the notary's signature.

¹According to the provisions of Article 324 of Law n° 07-05 of 25 Rabi' al-Thani 1428 corresponding to 13 May 2007, amended and supplemented by Ordinance n° 75-58 of 20 Ramadan 1395 corresponding to: 26 September 1975, containing the Algerian Civil Code. Official Journal n° 78 of 30/09/1975: "An official contract is a contract by which a civil servant, civil servant or a person in charge of a public service proves what has been done to him or what he has received from the interested parties, in accordance with the legal forms and within the limits of his authority and competence.

²Al-Baqara, verse 282.

³The Algerian legislator has kept pace with the evolution of the notarial profession from independence to the present day, legislating special rules such as the promulgation of laws regulating the notarial profession, such as Law 70/91 of 12/12/1970 on the profession of documentary, Official Gazette n° 10 of 25/12/197, and then the law currently in force, Law n° 06/02 of 20/02/2006, on the organization of the notarial profession, G.R. n° 14 of 08/08/2006.

⁴Article 324 bis 2 of the above-mentioned Civil Code provides that: "Official contracts shall be signed by the parties.

⁵Article 12 of the Law on the Profession of Notarist.

⁶Article 33 of the above-mentioned Algerian law on notarization, which stipulates: "In the absence of the notary or the occurrence of a temporary impediment to him, a notary must be appointed on the license of the Minister of Justice, the Keeper of the Seals, a notary must be appointed to succeed him, chosen by him, or proposed by the regional chamber of the same jurisdiction of the Council of the Judiciary", and in the second paragraph it says: "Contracts must be drawn up in the name of the deputy notary, and the name of the successor notary and the licence of the Minister of Justice must be indicated. It is under penalty of nullity.

Hamani Bekay, The notarial contract, the procedures and the stages it goes through, *Al-Monotary Review* published by the National Chamber of Notaries, vol. 1, No. 10, Algeria, 2003, p. 34.

⁷Decision n° 375903, dated 13/12/2006, issued by the Real Estate Chamber of the Supreme Court, published in the *Journal of the Supreme Court*, n° 02, 2008, p. 243, which states: "The notary is liable and indemnified in the event that he does not exercise his positive legal role of verifying the validity of notarial contracts and advising the parties in order to achieve harmony of their agreements with the laws in force."

⁸Article 13 of the Law on the profession of notariser. Article 13 of the Law on the profession of notariser.

⁹Haj Shuaib Fatima Al-Zahra, Controls for the Editing of Notarial Contracts and the Problems They Raise, *Journal of Legal and Economic Research*, Volume 06, Number 01, Received: 18/07/2022, Date of Acceptance, 10/01/2023.

¹⁰Judicial authorization to dispose of the minor's property is issued by the court and may not exceed three years.

¹¹Articles 12, 13 and 14 of the Law regulating the profession of notary.

¹²Article 32 of the Rules of Procedure of the National Chamber of Notaries, decision of 14/12/1994, stipulates: "The notary cannot, in principle, not receive clients in his office, but he may travel if necessary, out of concern for the honour and dignity of the profession".

As well as Wasila Wazzani, *The Function of Documentation in the Algerian Legal System, An Analytical Legal Study*, Dar Houma for Publishing and Distribution, Second Edition, Algeria, 2012, p. 138.

¹³Article 35 of Law n° 05/02 of 6 February 2005 on the Algerian Commercial Code provides that: "When the notarial office becomes vacant due to death, dismissal, arrest or in other cases, the Minister of Justice shall appoint a notary on the proposal of the President of the National Chamber of Notaries, who shall be responsible for the management of the office and whose duties shall end after the end of the liquidation procedures or the termination of the office. the impediment disappears. »

¹⁴ Article 29, paragraph 07, of the above-mentioned Algerian Commercial Code dealt with the situation of the parties' agencies which had to be annexed to the original.

¹⁵ The text of Article 34 of the Act on the profession of authenticator.

¹⁶ Hamani Bekay, *op. cit. cit.*, p. 40.

¹⁷See the text of article 215 of the Algerian Penal Code.

¹⁸Article 29, second paragraph, of the Algerian Commercial Code.

¹⁹The text of Article 20 of Law 06/02 on the profession of authenticator.

²⁰Article 29/4 stipulates the same law.

²¹Dahmane Sabaihia Abdelkader, *The Profession of Documentator Between Heritage of the Past and Looking to the Future*, *Al-Monotary Review*, published by the National Chamber of Notaries, n° 01, Algeria, November 1997, p. 09.

²²Article 17 of Ordinance 75/74 of November 1975 includes the preparation of the general cadastre and the establishment of the cadastre, G.R. No. 92, dated 18/11/1975.

²³Barakat Riad, Msika Mohamed Al-Saghir, The Authenticity of Documentary Documents in Algerian Law and the Modalities of Appeal, *Journal of Real Estate Law and the Environment*, Volume 10, Number 01, Received: 24/06/2021, Date of Acceptance: 15/12/2021, Publication Date: 21/01/2022. Barakat Riad, Msika Mohamed Al-Saghir, The authenticity of documentary documents in Algerian law and methods of appealing them, *Journal of Real Estate Law and the Environment*, Volume 10, Issue 01, Received: 24/06/2021, Acceptance Date: 15/12/2021, Publish Date: 21/01/2022.

²⁴Hajj Shuaib Fatima al-Zahra, *op. cit.*, p. 634.

²⁵Article 324 bis of the Algerian Civil Code and chapter V of Law n° 06/02 regulating the notary profession, taking into account the special legal provisions depending on the type of contract to be concluded.

²⁶Article 574 of the Algerian Civil Code

²⁷Article 26 of Law n° 06/02 regulating the notary profession stipulates that: "Notarial contracts shall, under penalty of nullity, be drawn up in Arabic in a single and clear text that is easy to read."

²⁸Article 08 of Law n° 08/09 on Civil and Administrative Procedures stipulates that: "Judicial procedures and contracts, including petitions and memoranda, must be carried out in Arabic, under penalty of non-acceptance, and documents and documents must be submitted in Arabic or accompanied by an official translation into this language under penalty of non-acceptance."

²⁹Article 26 of Law n° 06/02, which includes the profession of notary.

³⁰Memorandum n° 10/2013 issued by the President of the Regional Chamber of Notaries in the East, Boutizar Alaouia, dated 08/04/2013 in Constantine, warned its regional notaries to abide by the provisions of Order n° 95/13 of 11/03/1995, regulating the profession of official translator, *Official Gazette of the People's Democratic Republic of Algeria*, n° 17, dated 30/03/1995, p. 25, prohibiting notaries from translating advertisements addressed to the *Official Bulletin of Legal and Other Announcements* themselves.

³¹Zerouk Kadour, *la fonction notariale selon l'ordonnance n° 90-71 du 15/12/1970, mémoire magister*, Université Alger, 1977, p13.

³²According to the text of article 324 bis 2 of the Algerian Civil Code, which states: «If there are among the parties or witnesses who do not know or cannot sign, the public officer shall indicate at the end of the contract their statements in this regard and put their fingerprints, unless there is a compelling impediment».

³³Ahmed Abdullah Ali Al-Barakati, The Role of Official Documents in Proof of Ownership, *Journal of Economic, Administrative and Legal Sciences*, Arab Journal of Science and Research Publishing, Volume Two, Issue One, January 2018, ISSN 2518-5780, pp. 120-122.

³⁴The second paragraph of article 29 of Law n° 06/02, containing the profession of notary.

³⁵Makni Ammar, *The Profession of Documentation in Algerian Law*, Dar El Jamia El Jadida, 2013, pp. 86-87.

³⁶Articles 09 and 153 of Ordinance n° 76/105 of 09/12/1976 on the Registration Law, amended and supplemented, *Official Journal of the People's Democratic Republic of Algeria*, n° 81, dated 18/12/1977, p. 1212.

³⁷Article 393 of the Algerian Civil Code.

³⁸Karim Barakat, *op. cit.*, p. 51.