Juridical Implications on Notary Acts Signed by Circular

Berliana Kusuma Wardhani [1], **Lalu Husni** [1], **Eduardus Bayo Sili** [1]

[1] *University of Mataram*
Jl. Majapahit No 62 Mataram, Nusa Tenggara Barat, Indonesia

DOI: 10.22178/pos.91-16

LCC Subject Category: KNW1-4990

Received 19.02.2023
Accepted 28.04.2023
Published online 30.04.2023

Corresponding Author:
Kusumawardhaniberliana@gmail.com

Abstract. This study analyses a notary's primary authority and responsibilities in making a deed and the legal consequences of a circularly signed notary deed. This normative legal research examines primary, secondary and tertiary legal materials. Legal materials are collected by document study and analyzed normatively and prescriptively. From the results of the investigation, it is known that the essential authority and responsibility of a notary are based on attribution authority through the Notary Office Law, specifically, Article 15, paragraph 1, that a notary authorized to do authentic deeds regarding all actions, agreements, and provisions required by laws and regulations. The notary has civil, criminal and administrative responsibilities based on this authority. Arrangements for signing the deed are regulated in Article 16, paragraph 1-m, in conjunction with Article 44, paragraph 1 of the Notary Office Law, that the signing is carried out immediately after the notary reads the deed to the parties. Based on the research results, it cannot be denied that the parties often do not appear before the notary to sign the deed simultaneously for various reasons. This resulted in the degradation of the authenticity of the act from an authentic deed to a private deed by the contents of Article 16, paragraph 9, in conjunction with Article 44, paragraph 5, Notary Office Law. The process of formalizing an act determines its authenticity, so violations of these provisions are included in defining defects in form because they do not fulfil the formal aspects of doing a deed.

Keywords: signing; notary act; circularly.

INTRODUCTION

The Republic of Indonesia as a legal state based on Pancasila and the 1945 Constitution of the Republic of Indonesia guarantees certainty, order and legal protection for every citizen. To ensure confidence, demand and legal protection, authentic written evidence is needed regarding actions, agreements, stipulations and legal events made before or by authorized officials [1].

As a public official, a notary is needed in the life of the people in Indonesia to make authentic written evidence of a legal arrangement carried out by the community. Besides that, specific laws and regulations require certain legal actions to be made in the form of authentic deeds [2].

The position of notary exists because there is a need in the association of fellow human beings who require evidence for him regarding the civil law relationship that exists and/or occurs between them. Notaries have an essential position and role in realizing the life of a dignified and sovereign nation with an honourable place in the eyes of society.

As time goes by with various legal issues that are increasingly developing, notaries, as public officials who carry out their profession in providing legal services to the public, need protection and guarantees to achieve legal certainty. Regulations governing the position of Notary Public, namely Law No 30 of 2004 concerning the Position of Notary as amended by Law No 2 of 2014 concerning amendments to Law No 30 of 2004 regarding the Position of Notary (from now on referred to as the Law on Notary Position),

In practice, it is not uncommon for the deed to be signed simultaneously between the appearers before the notary. Thus the notary cannot state in the relevant act, according to the truth, that the deed is immediately after being read to the appearers. It is signed by them, the witnesses and the notary.

Problems in practice often occur when the signing of the deed cannot be carried out simultaneously between the appearers before the notary. For example, A came at 9.00 in the morning, and the notary read the act to him and the witnesses. After reading, the show was signed. Then B came at 13.00 noons. The action was read and signed by the appeared B, the witnesses and the notary. Thus the signing of the show is carried out circularly (the signing is not done simultaneously at the time stated at the beginning of the act). Therefore the notary cannot say in the relevant action, according to the truth, that immediately the act was read after it was read to the appearers.

The signing of the deed that is not the same between the appearers before the witness and the notary also often occurs in the banking world, namely at the time of signing the Power of Attorney for Imposing Mortgage Rights, where the signing is usually carried out separately in place and time between the creditor, namely the bank, and the debtor, namely the person or legal entity for reasons of busyness and time efficiency. Banks, as creditors with their service function to customers, have the principle of fast, precise service and time and cost efficiency.

The signature is usually located at the end of the deed. The basic rules or principles in English common law apply to standard agreements so that the exclusion clauses (and other aggravating clauses) contained in a written agreement signed by the parties are binding on the parties concerned [3].

Based on the explanation above, what about changes to a deed where such changes can occur according to the law? In the provisions of Article 48, paragraph 2, UUJN states modifications to the deed in the form of additions, replacements, or deletions in the act are only valid if the changes are initialled or given other signs of validation by the apparel, witness and notary. In that case, if a notary violates this provision, it results in a deed only having the power of proof as a private deed or an act becomes null and void and can be a reason for the party suffering a loss to demand reimbursement of costs, compensation and interest from the notary, matters this is regulated in Article 84 of Law No 30 of 2004 concerning the Office of a Notary.

Based on the description above, the main problem in this research is the primary authority and responsibilities of a notary in doing a notarial deed and the legal consequences of a circularly signed notarial act.

METHOD

The type of research used in this research is normative legal research. The normative study, namely that law is often conceptualized as what is written in laws and regulations (law in books) or as a rule or norm, a standard of human behaviour considered appropriate [4]. Normative legal research has the object of the power of law chapter [5]. The normative legal study aims to find a clear legal basis for placing issues from a legal perspective. According to [6] defines, normative legal research (legal research) usually "only" is a document study, namely using legal material sources in the form of laws and regulations, court decisions, contracts / agreements / contracts, legal theories and opinions of scholars. The approach method used in this study is the conceptual approach (Conceptual Approach), the Statute Approach.

RESULTS AND DISCUSSION

Essential Authorities and Responsibilities of a Notary in Making a Notary Deed. The word authority comes from the primary word authority, defined as the authority, suitability, and power to do something. Author [7] states that there are different understandings related to authority and authority, namely: Authority is a formal power that comes from the law, while authority is a specification of authority, meaning that whoever (legal subject) is given authority by law, and then he is authorized to do something within that authority. The authority usually consists of several authorities in power over a particular group of people or control over a field of government.

The authority or authority itself is the legal power and the right to govern or act, the correct or legal capacity of a public official to comply with the rule of law within the scope of carrying out general obligations.

In Administrative Law, authority can be obtained by attribute, delegation or mandate, the meaning of each of which is as follows [8]:

1. Authority by Attribution. The granting of governmental authority by legislators to government organs, in other words, attributive source, is outlined or originates from the division of state

power by the Constitution. Attributive reference is authority derived from law. According to Lutfi Effendi, another term for the attributive officer is original jurisdiction or control not shared with anyone. In the attributive source, the implementation is carried out by the official or agency and is stated in the basic regulations. The attribute authority regarding responsibility and accountability rests with officials or bodies as stated in the basic rules.

2. Authority by Delegation – delegation of power from one organ of government to another organ of government. Regarding delegated authority, the responsibilities and accountability are transferred to those given the delegated authority (delegates).

3. Mandate Authority – occurs when an organ of government permits its authority to be exercised by another organ. The authority of the mandate is the authority that originates from the delegation process or procedure of a higher body to a lower official or body.

The Notary Office Law states that a Notary as a public official obtains authority by attribution because this authority is created and granted by the Notary Office Law itself to develop a means of evidence regarding the existence of a relationship, action and legal event, namely by making a deed authentic. In the formulation of Article 1 junction Article 15 of the Notary Office Law, it is stated that a Notary is a public official carrying out his position based on the law. Notaries are not State Administrative Officials because Notary products are deeds while State Administrative Officials are decreed [9].

The relevance of a Notary's authority in carrying out his/her duties as a public official is an authority obtained by attribution, which is normatively stipulated in the Notary Office Law. The power of a Notary is also independent and autonomous. As a public official appointed by the state, a Notary can carry out his functions without obtaining approval from the central government. A Notary is free to carry out his functions and powers as long as they do not conflict with the laws and regulations that govern them. In carrying out his position as a Notary who is a Public Official, it is closely related to the issue of trust. Trust means that the state gives trust, duties and authority as stipulated in the Notary Office Act, these provisions are used as a basis and guideline by a Notary to be able to carry out some of the duties of the state, and the notary has full responsibility for them.

The basis for the action of a Notary in terms of duties and authorities is regulated in Article 1 No 1 of Law No 2 of 2014 concerning Amendments to Law No 30 of 2004 concerning the Office of a Notary, which states: "Notary is a public official who has the authority to do authentic deeds and has other authorities as referred to in this Law or based on other Laws".

The definition of an authentic deed is outlined in Article 1868 of the Civil Code, which states: "Authentic deed is a deed that is (made) in the form determined by law, made by or in the presence of a public official who has the authority for that, at the place where the deed was done".

In addition, as referred to in the Law on Notary Position, the other powers of a notary refer to Article 15, paragraphs 1-3 of the Law on Notary Position. As a public official authorized to make authentic deeds and other authorities, based on the provisions of Article 15, paragraph 1 as follows: "The notary has the authority to do authentic deeds regarding all actions, agreements and stipulations that are required by laws and regulations and/or that are desired by interested parties to be stated in simple acts, guarantee the certainty of the date of doing the deed, save the deed, provide Grosse, copies and quotations deed, all of that as long as the making of the act is not also assigned or excluded to other officials or other people determined by law".

Based on the explanation of Article 15 of the Notary Office Law, a Notary, in carrying out his duties and positions, is to make a legal product in the form of an authentic deed expressing the will of the community or parties who bind themselves based on a mutual agreement. However, in this article, it is also explained that the notary in contracting the understanding of the parties has limitations that must be considered so that later it does not cause other legal consequences caused by errors in doing the authentic deed, of course, in creating a simple act the notary must be guided by the law existing regulations and applicable laws and regulations.

Furthermore, according to Article 15, paragraph 2 of the Notary Office Law, a Notary is also authorized:

- to legalize the signature and determine the certainty of the date of the letter under the hand by registering it in a particular book;

- to book private documents by recording them in a specific book;

- to make a copy of the original private documents in the form of a composition containing the description as written and described in the letter concerned;

- to verify the compatibility of the photocopy with the initial letter;

- to provide legal counselling in connection with the making of the deed;

- to making deeds relating to land, and

- to make a deed of minutes of an auction

In carrying out their duties and authorities, a Notary has other sources as stipulated in Article 15, paragraph 2 of the Law on the Position of a Notary. In this article, it is explained about the other authorities of a Notary in carrying out his duties that a Notary is also required to record administration regarding deeds and other legal acts by the authority granted by law or positive law in force in Indonesia, as archives which will later be used by a Notary if needed at any time. But of course, some of these other powers must be by the applicable laws and regulations, so there is a need for additional legal rules that specifically regulate them to provide legal certainty in the case of a Notary carrying out his duties and authorities.

In addition to the authority of the notary, they also have responsibilities. The responsibility of a notary adheres to the principle of responsibility based on fault (based on the spot of liability). In doing an authentic deed, the notary must be responsible if the act made there is an intentional error or violation by the notary. On the other hand, if the element of error or breach occurs on the part of the parties appearing, then as long as the notary exercises his authority according to regulations, the product of the deed is sufficient to be used as written evidence in court [10]. The principle of responsibility based on mistakes must fulfil four main elements: 1) there is an act; 2) there is an element of error; 3) any losses suffered; 4) there is a causal relationship between mistakes and losses.

The error above is an element that is against the law. The responsibility of a notary arises when an error is made in carrying out his/her duties, and the error results in a loss for the person requesting the notary's services. Unlawful acts by a notary are not only actions that directly violate the law but also actions that directly violate other regulations, namely regulations that are within the scope of decency, religion, and courtesy in society [11].

The notary is the official who does the authentic deed if an error occurs intentionally or due to negligence causes another person (as a result of the deed) to suffer a loss, which means that the notary has committed an unlawful act. If an error committed by a notary can be proven, the notary may be subject to sanctions in the form of threats as determined by law.

The notary's responsibility occurs in implementing the duties and obligations imposed on the notary based on the authority granted by law. The notary's responsibility arises because of an error made by a notary in carrying out his duties, so a loss occurs for the party requesting the notary's services.

Several responsibilities can ensnare a notary in carrying out his duties and authorities, namely as follows [12]:

1. Civil Liability. Civil sanctions can be in the form of reimbursement of costs, compensation and interest. The notary will be asked for sanctions if he gets a lawsuit from the appearers, who feel disadvantaged because the deed in question is legally flawed, so it has the power of proof as an underhanded deed or null and void. A notarial deed has perfect evidentiary power, but if specific provisions are violated, the value of evidence will be degraded to become a private deed.

Article 1869 of the Civil Code determines that a notarial deed with the power of a private act can occur if it does not meet the following conditions: 1) the incompetence of the official concerned; 2) deformed in shape.

If a deed is declared null and void, the act is deemed to have never existed or been made. Something that has never been made cannot be used as the basis for a claim in the form of compensation for losses which are usually in the form of reimbursement of costs, dividends and interest. A notarial deed that is null and void cannot be asked to reimburse expenses, payment and interest.

Reimbursement of costs, compensation and interest can be sued against a notary based on the notary's legal relationship with the parties who appear before the notary. If parties feel aggrieved by the deed made by a notary, then the person

concerned can directly file a civil claim against the notary so that the notary can be held responsible civilly for the deed he made. Claims for reimbursement of costs, compensation and interest against a notary are not based on the changed position of evidence due to a violation of specific provisions in the law on the Position of a Notary. Still, they are based on the legal relationship between the notary and the parties who appear before the notary. Even though the notary has retired, the notary still has to be responsible civilly for the deed he made.

2. Criminal Responsibility. Criminal, in this case, is a criminal act committed by a Notary in his capacity as a public official authorized to do deeds, not in the context of individuals as citizens in general. The task of carrying out the position of a notary is to make the evidence needed by the parties for a specific legal action. The notary does a deed at the request of the parties. The notary acts based on evidence, information, or statements of the parties stated, explained or shown to the notary. Notaries also play a role in providing legal advice to parties regarding existing problems. Whatever direction the notary gives to the parties, which is then poured into the relevant deed, remains as the wish and statement of the parties, not as a notary's statement or statement.

In practice, it is often found that if the parties or other parties dispute a notarial deed, the notary is often also withdrawn as a party that participated in committing or assisting in committing a crime, namely providing false information in the notary deed. Given this, it creates confusion about whether it is possible that the notary intentionally or erroneously, together with the parties, does an act intended to commit a crime. If the notary is proven to have violated this matter, the notary must be given a sanction.

About the above, to request a notary's statement on a report by a particular party according to article 66 of Law No 2 of 2014 Concerning the Office of a Notary, if the notary is summoned by the Police, Prosecutor's Office, or a Judge, the agency wishing to invoke must seek approval from the Notary Honorary Council. The provisions of Article 66 of the Notary Office Law are imperative for the Police, Prosecutor's Office, or Judge, which means that if the Police, Prosecutor's Office, and Judges underestimate the provisions of Article 66 of the Notary Office Law, then it can be categorized as a violation of the law.

The imposition of criminal sanctions against a notary can be carried out as long as these limits are violated, which means that in addition to fulfilling the formulation of the violation in the Notary Office Law, it must also fulfil the formulation in the Criminal Code. An examination of a notary must be proven intellectually to have made a mistake. In this case, the power of legal logic is indispensable in examining a notary.

3. Administrative Responsibilities. In addition to civil and criminal sanctions imposed by the administration. Administrative sanctions for notaries regulated in the Notary Office Law have been determined as follows: 1) verbal warning; 2) written warning; 3) temporary dismissal; 4) honourable discharge; 5) dishonourable discharge.

Legal Consequences of Circularly Signed Notarial Deeds. Based on the circular signing of the notary deed, the signing of the act was not carried out simultaneously between the parties named in the front, meaning that they have violated the provisions of the Notary Office Law, namely Article 16 paragraph 1-m, Article 44, paragraph 1 and Article 1868 in conjunction with Article 1869 of the Civil Code. Article 16, paragraph 1-m, reads: "reading the deed before the appeasers attended by at least two witnesses and signed simultaneously by the appeasers, witnesses and Notary".

Furthermore, Article 44, paragraph 1 reads: "Immediately after the deed is read, the deed is signed by each appeared, witness and Notary, except if there are appearers who cannot sign by stating the reasons stated expressly in the deed".

If the provisions of the conditions mentioned above are not fulfilled, resulting in a deed only having the power of proof as a private deed or a deed becoming null and void, this is regulated in the:

1. Article 16, paragraph 9 of Law No 2 of 2014 concerning Amendments to Law No 30 of 2004 concerning the Position of Notary Public, which states: "If one of the conditions referred to in paragraph 1-m and paragraph 7 is not fulfilled, the deed concerned only has the power of proof as a private deed".

2. Article 44, paragraph 5 No 2 of 2014 concerning Amendments to Law No 30 of 2004 concerning the Position of Notary, as follows: "Violations of the provisions referred to in paragraphs 1-4 result in a deed only having the power of proof as a private deed and can be a reason for the party

who suffers a loss to sue reimbursement of costs, compensation and interest to the Notary".

3. Article 84 Law No 30 of 2004 concerning the Position of Notary Public, as follows: "An act of violation committed by a Notary against the provisions referred to in Article 16, paragraph 1-i, Article 16 paragraph 1-k, Article 41, Article 44, Articles 48-52 which results in a deed only having the power of proof as an underhand deed or a deed becoming null and void by law can be a reason for the party who suffers a loss to demand reimbursement of costs, compensation and interest from the notary".

4. Article 1869 of the Civil Code states: "A deed which cannot be treated as an authentic deed, either because of the incompetence or incompetence of the public official concerned or because of defects in its form, has the power of underhand writing if the parties sign it".

5. Article 1868 Civil Code: "An authentic deed is a deed made in a form determined by law by or before a public official authorized for that at the place where the deed was done".

When connected with this research, where often the signing of the deed is carried out circularly / the signing of the act is not done simultaneously between the appearers, Notaries and witnesses, it means that the deed is not by its form / is defective in form. Because it violated the arrangements for signing the notarial deed mentioned in Article 16, paragraph 1-m and Article 44, paragraph 1 UUJN, the deed is degraded, where the strength of proof of the act is no longer authentic. Still, the power of the evidence is reduced to private writing because it needs to meet the requirements of doing an original act as determined by the applicable law.

Based on Article 165 HIR, an authentic deed is perfect evidence for the parties, their heirs and those who have rights from it. Perfect in the sense that with an original act, no other evidence is needed. If the procedure for formalizing the deed is not carried out by what is stipulated by law, then the deed will become a private deed.

At the beginning of the deed, the notary states the date/time of making the deed; including this date/time is essential in connection with the formal evidentiary strength of the notarial act. The power of formal proof means that the notarial deed provides certainty that an event and fact explained by the parties present at the time stated in the deed is by the procedure specified in doing the act.

If the party mentioned in the deed feels that the party facing the notary during the process of reading and signing the act does not match the reality, such as what is stated in the copy and minutes of the deed does not match the fact that he believes is true, then the party concerned denies the certainty of the day, date month, year, and facing time stated in the deed. In this regard, proof is required from the party committing the denial and the notary concerned. If there are parties who say that the act is incorrect or not carried out according to the existing procedures, in this case, it is not signed by the notary together with the appearers and witnesses, then the party who declares it is not valid or as the aggrieved party, must prove the statement by applicable law.

Suppose a notarial deed meets the requirements in terms of formal or material and by the legal regulations regarding doing a notarial act. In that case, the notary deed must be considered valid and carried out according to the principle of legal presumption. By applying the Legal Presumption Principle for Notary Deeds, the provisions referred to in Article 84 UUJN, which confirms that if a Notary violates (does not carry out) the conditions referred to in Article 16 paragraph 1-i, 16 paragraph 1-k, Article 41, Article 44, Articles 48-52, the deed in question only has the power of proof as a private deed, so the cancellation of a Notary Deed can only be cancelled or null and void by law.

Based on the provisions of Article 84 UUJN, according to the researcher, if it is proven and results in degradation, which causes a decrease in the strength of proof of a notary deed from an authentic deed to a private deed based on a court decision, then the act can then be cancelled or can be null and void by law. For deeds determined by statute that the form must be made authentically, the show becomes null and void after being degraded because the state no longer meets the requirements specified by the applicable law. However, for deeds whose condition is not required to be made in the form of an authentic act, even though the power of proof is degraded, they are still legally valid as private deeds as long as the parties do not cancel.

CONCLUSIONS

The basis of the authority and responsibility of a notary in doing a deed is the attribution authority granted by the state through the law, especially Law No 2 of 2014 concerning Amendments to Law No 30 of 2004 concerning the Office of a Notary, especially in Article 15, paragraph 1 stating that the notary has the authority to do authentic Deeds regarding all actions, agreements, and stipulations required by laws and regulations and/or that are desired by interested parties to be stated in original Deeds, guarantees the certainty of the date of doing the deed, keeps the act, provides grosse, copies and excerpts of the action, all of that as long as the making of the show is not also assigned or excluded to other officials or other people determined by law. As a public official who is given the authority to do authentic deeds, he must be responsible for the acts he makes. Parties or those who feel harmed by the notary's actions can be held accountable in the form of:

1. Responsibilities of Notaries Civilly, notaries can be held liable in civil terms in the form of demands for compensation.

2. Criminal responsibility of a notary, a notary can be held accountable by being prosecuted for articles by the mistakes he violated against the deed made by the notary.

3. The administrative responsibilities of a Notary may be subject to administrative sanctions up to dishonourable dismissal.

The legal consequences of an authentic deed which at the time of signing were not carried out at the same time by the appearers, notary and witnesses after the reading of the act by the notary resulted in the act losing its authenticity and becoming a force of proof under the hand by the words of Article 16, paragraph 9, in conjunction with Article 44, paragraph 5, Law No 2 of 2014 concerning Amendments to Law No 30 of 2004 concerning the Office of a Notary Public, because the deed does not meet the requirements determined according to the applicable law. It is bearing in mind that the process of formalizing an act determines the authenticity of an action.

REFERENCES

1. Darus, M. L. H. (2017). *Hukum Notariat dan Tanggungjawab Notaris* [Notarial Law and Notary Liability]. Yogyakarta: Cetakan Pertama (in Indonesian).

2. Sulihandari, H., & Rifiani, N. (2013). *Prinsip-Prinsip Dasar Profesi Notaris* [Basic Principles of the Notary Profession].Yogyakarta: Dunia Cerdas (in Indonesian).

3. Merta, M. N. (2016). *Kajian Tentang Keabsahan Akta Notaris Yang Penandatanganannya Tidak Di Kantor Notaris* [A Study of the Validity of Notarial Deeds Signed Not at a Notary Office]. Retrieved from https://adoc.pub/kajian-tentang-keabsahan-akta-notaris-yang-penandatangananny.html (in Indonesian).

4. Amiruddin, S., Hum, M., & Asikin, Z. (2018). *Pengantar Metode Penelitian Hukum* [Introduction to Legal Research Methods]. Yogyakarta: Rajawali Pers (in Indonesian).

5. Fajar, M., & Achmad, Y. (2017). *Dualisme Penelitian Hukum. Normatif & Empiris* [Dualism of Legal Research. Normative & Empirical]. Yogyakarta: Pustaka Belajar (in Indonesian).

6. Muhaimin. (2020). *Metode Penelitian Hukum* [Legal Research Methods]. Mataram: Mataram University Pres (in Indonesian).

7. Atmosudirdjo, P. (1995). *Hukum Administrasi Negara* [State Administrative Law]. Yogyakarta: Ghalia Indonesia (in Indonesian).

8. Adjie, H. (2011). *Hukum Notaris Indonesia. Tafsir Tematik Terhadap UU No 30 Tahun 2004 Tentang Jabatan Notaris* [Indonesian Notary Law. Thematic Interpretation of Law No. 30/2004 on Notary Position]. Bandung: Refika Aditama (in Indonesian).

9. Adjie, H. (2009). *Meneropong Khazanah Notaris dan PPAT Indonesia* [Looking at the Khazanah of Indonesian Notaries and PPATs]. Bandung: Citra Aditya Bakti (in Indonesian).

10. Mamminanga, A. (2008). *Pelaksanaan kewenangan Majelis Pengawas Daerah Notaris Kota Makassar dalam pelaksanaan tugas jabatan notaris berdasarkan Undang-undang Nomor 30 tahun 2004*

tentang jabatan notaris [Implementation of the authority of the Makassar City Notary Regional Supervisory Council in carrying out the duties of a notary based on Law Number 30 of 2004 concerning notary positions]. Retrieved from http://etd.repository.ugm.ac.id/penelitian/detail/38870 (in Indonesian).

11. Prodjodikiro, R. W. (2018). *Perbuatan Melanggar Hukum dipandang dari sudut Hukum Perdata* [Unlawful Acts viewed from the angle of Civil Law]. Bandung: Mandar Maju (in Indonesian).
12. Utama, I. A. (2021). *Tanggung Jawab Notaris Dalam Pembuatan Akta Otentik Demi Kepentingan Masyarakat Dilihat Dari Sudut Pandang Hukum Progresif* [The Responsibility of Notaries in Making Authentic Deeds for the Benefit of the Public Seen from the Viewpoint of Progressive Law]. Retrieved from http://repository.unissula.ac.id/22565 (in Indonesian).