CHARACTERISTICS OF THE CIVIL-LEGAL LIABILITY OF THE NOTARY

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Abstact. *The article examines problematic aspects of civil liability for damage caused to a person as a result of illegal actions or negligence of a private notary. On the basis of a general idea about the institution of legal liability, the essence and features of the notary's civil liability are defined. The specifics of the notary's civil liability are determined, which consist not only in the application of appropriate coercive measures to him for an already committed offense, but also in his awareness of his liability for the illegal or negligent performance of his professional duties.*

The grounds and conditions of civil liability for damage caused to a person as a result of illegal actions or negligence of a private notary are disclosed. The institution of civil liability of private notaries should be considered not only as a guarantee of their legal and conscientious performance of their duties, as a means of protecting the legitimate interests of the state, citizens and legal entities related to the provision of notary services, but also as a guarantee of ensuring the rights of the notaries themselves private notaries in the research relations. The need for further improvement of the legal regulation of relations regarding civil liability for damage caused to a person as a result of illegal actions or negligence of a private notary is substantiated. Especially those related to the grounds of the notary's civil liability, determination of its scope, order and scope of compensation, etc.

Key words*: notary, notarial actions, damage, compensation, notary civil liability, grounds for civil liability, private notary liability insurance contract;*

The relevance of the chosen field of research is related to the special legal status of the notary. According to the current legislation of Ukraine, the purpose of the notary is to ensure an effective system of protection the rights and legitimate interests of individuals and legal entities. Which is achieved by performing notarial actions in accordance with the applications of individuals and legal entities that have chosen the notarial form of registration of legal relations in order to prevent possible risks. Accordingly, the notarial service provided to individuals and legal entities is a special form of protection their rights and legitimate interests from possible negative consequences that may arise as a result of their carrying out certain legally significant actions.

Actually, the professional activity of notaries is of a public-legal nature, since notarial actions are performed by them on behalf of the state and concern various spheres of public life (property, personal life of a person, honor and dignity, financial status, etc.). In addition, a notary, as a person authorized by the state, commands special trust in the eyes of society. For these reasons, the use of professional powers by a notary in violation of the law can cause significant damage to relevant public values. That is why there are high requirements for the level of professional training of notaries. Notaries must perform their duties stipulated by the Law of Ukraine «On Notariate» in good faith and in accordance with the norms of substantive and procedural law.

But the implementation of such activity is impossible without ensuring proper control over it, which is implemented with the help of the norms of the institute of legal liability. In cases of improper performance by notaries of their duties, they may be held legally liable. The Constitution of Ukraine declares four types of liability (administrative, material, disciplinary, criminal), where legal liability is a form of state influence on committed violations of legal norms, containing condemnation of the offender's actions before the state and society. Accordingly, the specificity of legal responsibility is determined by its inseparable connection with the state and is imposed for violation of legal norms.

However, the civil liability of notaries is particularly relevant in modern conditions, as it is related to the compensation of full property damage to citizens or legal entities caused by illegal actions (inaction)

of notaries. The principle of full property liability of private notaries is one of the fundamental principles of the professional activity of notaries.

The aim of the article is to find out and investigate the problematic aspects of the civil liability of the notary. The task of the article is to determine the essence and outline the features of the civil liability of a notary based on a general idea of the institution of legal liability. As well as the formation of scientific and practical recommendations for improving the legal regulation of relations related to compensation for damage caused by illegal or negligent actions of a notary.

Scientific novelty of the research. The understanding of the specifics of the notary's civil liability, which consists not only in the application of appropriate coercive measures to him for an already committed offense, but also in his awareness of his liability for the illegal or negligent performance of his professional duties, has gained further development. The grounds and conditions of civil liability for damage caused to a person as a result of illegal actions or negligence of a private notary are defined. At the same time, it is emphasized that the institution of civil liability of private notaries should be considered not only as a guarantee of their legal and conscientious performance of their duties, as a means of protecting the legitimate interests of the state, citizens and legal entities related to the provision of notary services, but also as guarantee of ensuring the rights of the private notaries themselves in the investigated relations. The need for further improvement of the legal regulation of relations regarding civil liability for damage caused to a person as a result of illegal actions or negligence of a private notary is substantiated. Especially those related to the grounds of the notary's civil liability, determination of its scope, order and scope of compensation, etc.

The basis of the **research methodology** of the chosen subject is a systematic approach, as well as formal-logical, dialectical and structural-functional methods and other general scientific methods of research, as well as special legal methods: formal-legal and comparative-legal.

Analysis of recent scientific research on the outlined problems shows that the study of the problems of civil liability of the notary as a whole found its beginning in the works of such scientists as S.S. Bychkova, V.V. Barankova, V.V. Komarov, O. V. Korotiuk, O.I. Nelin, I.V. Svyatetska, S.Y. Fursa, S. V. Khimchenko, etc. But further study of problematic issues regarding the civil liability of a notary does not lose its relevance to this day. Therefore, a study of the specifics of the civil liability of notaries is impossible without a detailed establishment of the grounds for its occurrence and definition of its scope.

Presentation of main material. Of course, in the course of professional activity, any person can make professional mistakes that can cause negative consequences (damage). Only in the event of negative consequences, it is possible to talk about the emergence of civil liability. A notary is an ordinary person, but not protected from professional mistakes. And, accordingly, must be responsible for his own mistakes. Especially in those cases when mistakes are the result of illegal actions of the notary. The only question is what kind of liability it should be. Given the compensatory essence of civil liability, its particularity requires careful research and analysis.

The civil liability of a notary depends on the legal status of such person and is determined by the provisions of the Law of Ukraine «On Notariate» (hereinafter - the Law) [1] and Order of the Ministry of Justice of Ukraine dated 07.06.2021 № 2039/5 on the Rules of Professional Ethics of Notaries of Ukraine [2]. The division of notaries into types is determined not by the nature of their duties, but by the features of the internal organization and financial support of notarial activity [3]. The specified order enshrines the general standards of notary professional ethics, moral and ethical principles of notarial activity and professional and ethical rules of conduct in relations with colleagues, the Notary Chamber of Ukraine, government agencies, institutions, organizations, natural and legal persons.

Accordingly, in his work, the notary must refrain from actions that could be used to harm the professional activity of the notary or undermine the trust and prestige of the profession in society. The notary is not only legally responsible to the state for the performance of the public powers entrusted to him, but also morally responsible to society for his actions. The notary's oath itself, which is pronounced by persons who are granted the right to engage in notarial activities for the first time, states that the person swears to perform the duties of a notary honestly and conscientiously, in accordance with the law and conscience, to respect the rights and legitimate interests of citizens and organizations, to preserve professional secrecy, everywhere and always to preserve the purity of the high rank of notary. Therefore, the notary is responsible for the legality of his actions not only to the persons who applied for notarial services, but also to the society as a whole.

We proceed from the fact that the notary's liability is, in its essence, a form of state influence on violations of legal norms, on encroachment on the social interests,and on the rights of individuals. The notary is responsible for the legality of his actions not only before the persons who applied for notarial assistance, but also before the society as a whole [4].

It should be noted, that the civil liability of a notary is not separately regulated in the Law of Ukraine «On Notariate». The norms of this law, although they mention the issue of liability, do not reveal the reasons for its occurrence. There are also questions about determining the scope of her liability: whether it is full as for an individual, or in the amount of the notary's insurance fund.

The state is responsible for improper performance of their duties by state notaries (Article 21 of

the Law) [1]. In particular, the damage caused by their actions must be compensated at the expense of the state budget. The claim must be addressed to the notary office or notary archive, where the notary works, and which are legal entities (Article 1172 of the Civil Code) [5]. Then, in a retroactive manner, they can apply for appropriate compensation to the notary who caused the damage (Article 1191 of the Civil Code, Article 130 of the Criminal Procedure Code). Therefore, in such cases, the following composition of subjects is possible: the plaintiff is an interested person who believes that as a result of the notary's illegal or negligent actions, he was harmed; the defendant is the state notary office or the state notarial archive; the third person who does not make independent claims regarding the subject of the dispute is a state notary whose illegal or negligent actions (inaction) caused harm to the plaintiff (in the opinion of the last one) [5].

The situation is different for privately practicing notaries, who, unlike notaries working in state notary offices, bear full property liability to individuals and legal entities (Article 27 of the Law), as well as in the case of appeals against notarial actions or refusal to perform them (Article 50 of the Law). Damage caused as a result of illegal actions or negligence of a private notary is compensated at the expense of an insurance payment in accordance with the civil liability insurance contracts concluded by notaries (Article 28 of the Law). If this amount is insufficient, then compensation is usually carried out at the expense of the notary's personal funds. Yes, according to Art. 1194 of the Civil Code, a person who insured his civil liability, in case of insufficient insurance payment (insurance indemnity) for full compensation of the damage caused by him, is obliged to pay the victim the difference between the actual amount of the damage and the insurance payment (insurance indemnity).

The parties in such cases are: the plaintiff - an interested person who has been harmed, and the defendant - a private notary, whose illegal actions or inaction have caused damage. Sometimes we are meet opposite points of view. Yes, S.S. Bychkova believes that the defendant in this case should be the insurer, and the notary should be a third party who does not make independent claims regarding the subject of the dispute [6]. And only if a private notary does not conclude a civil liability insurance contract before starting private notarial activity (Article 28 of the Law), he must bear liability on his own. It is worth noting that according to the provisions of notarial legislation, it is in principle impossible, because a notary is obliged to conclude a civil liability insurance contract before starting private notarial activity (Article 28 of the Law). We also note that this point of view does not correspond to the current legislation. Since Article 1166 of the Civil Code of Ukraine establishes the personal liability of a person who caused damage by his own illegal actions or inaction. That is, the presence of damage must be a consequence of the wrongful actions of the notary, not the insurer. In addition, the insurer is not a party to the obligation to provide notary services, between the insurer and the notary there are separate legal relationships provided for in Art. 979 of the Civil Code of Ukraine. Therefore, the subject of civil liability in this case is not the insurer, but the notary. And it is for the last one Article 27 of the Law defines the grounds of responsibility (and conditions exemption from it). Another thing is that the compensation will be in the first place be carried out at the expense of the insured sum, but for this the insured has to notify the insurer of the occurrence of an insured event, and this will become possible only after the relevant decision is made.

The establishment of increased liability for notaries is aimed at protecting the interests of their clients and third parties who may be harmed by the non-fulfilment or negligent performance of their professional duties by notaries. At the same time, the notary's liability cannot be the result of illegal actions of other persons. That is why Part 2 of Article 1166 of the Civil Code of Ukraine defines the grounds for exempting the defendant from civil liability, and Part 2 of Article 27 of the Law provides for special grounds for exempting a notary (and not an insurer) from liability. Yes, the notary is not responsible if the person who applied to the notary for the performance of a notarial act: provided false information regarding any issue related to the performance of a notarial act; submitted invalid and/or forged documents; did not declare the absence or presence of persons whose rights or interests may be affected by the notarial act for which the person applied.

According to the general rule, civil liability for caused property or moral damage occurs in the presence of four components: the illegality of actions (illegal or negligent actions (or inaction)) of the notary, the negative consequence of such actions (damage), the causal connection between the illegal behavior of the notary and the caused damage, as well as the notary's fault (Article 1166 of the Civil Code of Ukraine). In turn, the rules of civil legislation and Art. 27 of the Law of Ukraine «On Notariate» provides for the need to establish all the constituent elements of a civil offense without exception, and in the absence of any of them, the notary cannot be held civilly liable [7].

The illegality of the notary's actions consists in violating the requirements of legislative and other normative legal acts regarding the performance of notarial activities and the notary making professional mistakes. Professional mistakes may be committed by notaries in the form of actions or inactions, which consist in discrepancies between the actual results of notarial activity and the expected ones, and which cause negative personal and/or property consequences for citizens and legal entities. Actual non-fulfilment or improper fulfillment by a notary of the duty to certify rights, as well as facts of legal significance, and to perform other notarial actions,

in order to give them legal validity. Although the legislation does not directly provide at least an approximate list of illegal actions of a notary, but Article 34 of the Law establishes a list of notarial actions that notaries must perform. Therefore, illegal, negligent performance by notaries of their duties should refer to notarial actions specified by law.

However, only the court can recognize whether the notary's actions are illegal. Therefore, before demanding compensation for damage, a person who believes that his rights were violated by the actions of a notary must first raise the question of the invalidity of the notary act due to the illegality of the notary's actions, the illegality of the notarial act performed or the refusal to perform it in another legal process or together with the demand about compensation for damage. But it should definitely be a separate legal claim about the illegality of the notarial act performed or the refusal to perform it. Otherwise, the court will reject the claim against the notary for damages on the basis of failure to establish the fact of illegality in the notary's actions.

In general, there is no definition of the concept of illegality in the acts of civil legislation of Ukraine. There is no unequivocal opinion regarding the definition of the concept of illegality in the science of civil law. Thus, according to one point of view, illegal behavior is the failure to fulfill a legal obligation established by the law [8], according to the second, it is behavior that violates the prescriptions of the legal norm, regardless of whether or not the offender knew about the illegality of his behavior [9]. Illegality as a basis for liability is determined by the presence of norms that prohibit certain types of actions or directly provide for certain behavior [10]. The basis of illegal behavior is the action or inaction of the subject of civil law. An action is an objectively expressed will of a person.

Therefore, illegal (or negligent) actions of a notary can be any actions (inaction) that do not comply with current legislation, and which led to consequences (damage) for citizens and legal entities.

The next condition for applying the consequences of civil liability is the presence of damage caused by the notary's illegal or negligent actions. In the scientific literature, there is a fairly common view where damage is understood as the reduction or destruction of property, non-property or other spheres of the victim [11]. Therefore, damage is a set of personal, non-property, as well as property consequences that are unfavorable for the person to whom it is inflicted, which arose in the event of a violation of the subjective civil rights of an individual or legal person. At the same time, damage is one of the conditions for the obligation to compensate it. [12].

According to Art. 22 of the Civil Code of Ukraine, property damage in the form of real losses and lost profit is subject to compensation. The only question is what exactly is subject to compensation: only real damages or lost profits of the person who suffered from the illegal or negligent actions of the notary. Taking into account the imperative provisions of Article 27 of the Law, damage caused to a person as a result of illegal actions or negligence of a private notary shall be compensated in full. Therefore, the notary must compensate both real losses and lost profits.

The person to whom the damage was caused must be a party in the notarial proceedings and illegal (or negligent) actions must have been committed against him by the notary or received a refusal from the notary to perform such actions. Also, it should be noted what this damage is, what illegal (or negligent) actions or inactions of the notary caused it.

According to Art. 1192 of the Civil Code of Ukraine, taking into account the circumstances of the case, the court, at the choice of the plaintiff, may oblige the person who caused damage to the property to compensate it in kind (handover an item of the same kind and quality, repair the damaged item, etc.) or compensate the damage in full. The amount of damages to be compensated to the victim is determined in accordance with the real value of the lost property at the time of the hearing of the case or the performance of the work necessary to restore the damaged item. But the person whose rights, in his opinion, have been violated, must indicate what considerations he based on, determining the amount of damage, and what evidence this is supported by. The plaintiff's failure to comply with the specified requirements will result in the consequences provided for in Art. 185 of the Code of Civil Procedure [13]. The notary as a defendant may also refer to the circumstances that make it possible to determine the amount of compensation, but must provide evidence to support them.

Taking into account the specifics of the investigated relationship, it is appropriate to talk about compensation for damage, since we are dealing with the improper provision of notary services. Thus, in accordance with clause No. 6 of the Resolution of the Plenum of the Supreme Court of Ukraine, when compensation in kind is not possible, the victim shall be compensated in full for damages in accordance with the real value at the time of the hearing of the case of the lost property, works that must be carried out to repair the damaged item, eliminate other negative the consequences of the wrongful actions of the person causing the damage. Both in the case of compensation in kind and in the case of monetary compensation for the damages caused to the victim, at his request, unearned income due to damage to property is compensated [14].

The presence of a causal connection between an illegal act and real damage is also a necessary condition for the emergence of an obligation to compensate for damage caused to a person as a result of illegal actions or negligence of a private notary. The causal relationship between the damage and the committed illegal actions or negligence of the private notary is not always as obvious as it may seem at

first glance. Establishing the existence of a causal relationship means the need to find out the fact that the damage caused to a person was caused precisely as a result of the notary's illegal actions, and not as a result of the actions of another person.

Guilt in the science of civil law refers to the general terms of compensation for damage. The disposition of Art. 27 of the Law provides for the possibility of compensating the injured person for the damage caused in the presence of guilt in the form of intent and carelessness (negligence) in the actions of the private notary. The scientific approach to liability consists in the presumption of guilt of the person whose wrongful actions caused damage. Yes, Part 1 of Art. 614 of the Civil Code establishes that a person is innocent if he proves that he has taken all measures dependent on him for the proper fulfillment of the obligation. The notary in the obligation to provide notarial services must take all possible measures to prevent unacceptable actions for the other party, and if they have already become such and can be assessed as illegal behavior, then the person who did so must prevent the adverse consequences of his behavior

For this category of cases, the form of the notary's guilt is important, which greatly complicates the process of proof, and almost all forms of guilt, with the exception of gross negligence, are quite difficult to detect. When considering such cases, the court must clearly decide on the answer to the question: is the notary's careful and conscientious observance of all the rules for performing notarial acts, in the event of a mistake regarding the factual circumstances, sufficient for his actions not to be found guilty. If the notary clearly followed all the necessary instructions, but at the same time made a mistake in good faith, for example, regarding the person who applied for the performance of a notarial act, then he is not guilty of committing an objectively illegal act. Damages will not be compensated.

Usually, in civil law, we deal with such a form of guilt as negligence in two varieties: simple (recklessness, carelessness) and gross negligence. It is Art. 27 of the Law stipulates negligence as a form of notary's guilt A deliberately committed offense occurs when the offender was aware of the illegality of his actions, anticipated its adverse consequences and desired or assumed their occurrence. An offense committed out of carelessness is when the offender, although he did not foresee, but under certain circumstances could and should have foreseen the occurrence of adverse consequences (damage) of his actions (negligence) or lightly counted on their non-occurrence (self-confidence).

The difference between negligence (simple carelessness) and gross negligence is important for the onset of civil liability, because sometimes it can only be about liability due to gross negligence, and sometimes a person is held liable even when he committed negligence [15]. So, for example, the Supreme Court of Ukraine in paragraph 2 of Resolution No. 6 dated 27.03.1992 "On the practice of consideration by courts of civil cases on claims for compensation for damage" notes that in each case the reason for reducing the amount of compensation may not be simple carelessness, but gross negligence of the victim (being intoxicated, disregarding traffic safety rules, etc.).

The notary is responsible for the legality of the notarial actions performed by him, their liability is based on their professionalism. In addition to professional experience, skills, acquired knowledge, a notary must also constantly improve his professional level and not just know the legislation, but successfully use it. Especially in cases where he deals with legislative conflicts. However, in practice, the notary sometimes interprets the law subjectively, simplifying for himself the way of performing notarial acts. Do they rely on the qualifications of assistants or other persons who prepared the documents, do not pay attention to the authenticity of the submitted documents. And it is in such cases that there can be talk of gross carelessness or intent on the part of the notary.

Notaries must carry out their professional activities in good faith and in accordance with the regulatory and legal acts, accordingly, any self-confidence goes beyond the boundaries of conscientiousness and good faith. One should treat one's own duties and documents submitted by individuals with care and caution, not rely on the opinion or vision of others, even authoritative persons. The notary must have the necessary experience and the appropriate amount of knowledge, must be knowledgeable in the legal field, and cannot refer to the lack of sufficient training to solve this or that issue in an appropriate manner. Otherwise, he should be aware that he will be held responsible. At the same time, the general approach to liability does not exclude the opposite: if the circumstances were such that the person, due to his unpreparedness, was unable to comply with even the specified general requirements and if this unpreparedness itself cannot be blamed on him, he may be exempted from liability.

If the notary performed the notarial act in accordance with the law, namely carefully examined and convinced himself of the legality of the documents, to the extent of the person's legal capacity, took into account all other nuances that accompany the notarial act, there are no grounds for accusing him of negligence. Even when forgery of documents or other violations of the law on the part of persons who applied for the performance of notarial acts are later revealed. That is, the notary did everything possible and dependent on him.

The extent of civil liability is also influenced by the fact that the notary guilt, according to the rules of Art. 27 of the Law, becomes impossible if the person who returned to the notary for the performance of a notarial act: submitted false information regarding any issue related to the performance of a notarial act;

submitted invalid and/or forged documents; did not declare the absence or presence of persons whose rights or interests may be affected by the notarial act for which the person applied. With regard to public notaries, there is no such stipulation. Therefore, the specified rules of exemption of the notary from liability should also apply to situations of damage caused by a state notary. Since, in its legal essence, the activity of a private notary does not differ from the activity of a state notary.

In order to determine the specifics and scope of the notary's civil liability, it is important at the expense of whom and what will be compensated for the damage caused during the performance of notarial actions. Such a person is the insurer and the insurance fund of the private notary, which must be formed to compensate for the risks associated with causing damage as a result of the notary's illegal, negligent actions.

A private notary is independently responsible for the damage caused by him, he must have certain funds for this. At the same time, the availability of this amount should not depend on the income or expenses of a private notary in a certain period of time, it is assumed the existence of such a sum of money (a kind of fund) that has a target direction for its use, or the possibility of receiving such an amount from other bodies, in particular from the insurance organizations In accordance with the provisions of Art. 28 of the Law, in order to ensure compensation for damage caused as a result of a notarial act committed by a notary in accordance with the law, a private notary is obliged to conclude a civil liability insurance contract before starting private notarial activity. The minimum insurance amount is one thousand minimum wages. Failure to conclude an insurance contract or the amount of the insurance amount does not meet the requirements of the Law, according to Clause 2 Part 1 of Art. 29-1 of the Law, the notarial activity of a private notary is temporarily suspended. The notary is obliged to start notarial activity within 30 working days after the issuance of the registration certificate (Part 7 of Article 24 of the Law), and accordingly must conclude a civil liability insurance contract.

However, the presence of a private notary liability insurance contract does not necessarily oblige him to use them to cover losses, provided that he fully admits fault for the damage caused. A private notary has the right to independently compensate for the damage in the amount agreed upon by the parties. Regarding the payment of compensation for one's own illegal or negligent notarial actions, an appropriate document may be drawn up, signed by a private notary and the person who was harmed, which certifies the payment of appropriate compensation to the injured person.

Proceeding from the above, notary liability insurance is the most optimal mechanism for compensation of losses associated with the occurrence of professional liability. Liability insurance allows you to distribute the risk of liability for compensation for damage caused to a person as a result of illegal actions or negligence of a private notary, placing its compensation on the insurance company. Damage compensation is carried out at the expense of insurance compensation under the concluded contract of civil liability insurance of a notary engaged in private practice, and in case of its insufficiency - at the expense of the property of such notary within the limits of the difference between the insurance compensation and the actual amount of damage.

CONCLUSION. The issue of the specifics and scope of the notary's civil liability in the context of updating legislation in the field of legal regulation of notarial activity is complex and requires further research. Many aspects of the notary's civil liability remain without proper research. Namely, issues related to compensation for moral (non-property) damage; determining the order and amount of compensation for damage; the procedure and mechanism of voluntary compensation for damage caused by the notary's illegal or negligent actions; establishing limits of liability of private notaries, etc. Such legislative uncertainty of the institution of notary's civil liability indicates the possibility of abuse of their rights by persons who applied for notary services. And in the end, it will lead to the violation of the rights of the notary, as well as citizens and legal entities who applied for the performance of notarial acts.

The foregoing allows us to assert that the notary needs an effective institution for the protection of property rights and legal interests of citizens and legal entities with an effective mechanism aimed at realizing the civil liability of the notary in cases of damage to the named persons as a result of illegal actions or negligence of a private notary, taking into account the need for protection property rights of the notary himself.

References:

[1] Pro notariat : zakon Ukrayiny u redaktsiyi10.10.2022 № 3425-XII // URL: https://zakon.rada.gov.ua/laws/show/3425-12#Text

[2] Pravyla profesiynoyi etyky notariusiv Ukrayiny zatverdzheno Nakazom Ministerstva yustytsiyi Ukrayiny vid 07.06.2021 № 2039/5 // URL: https://zakon.rada.gov.ua/laws/show/z0759-21#n7

[3] Komarov V.V., Barankova V.V. Notariat: pidruchnyk. Kharkiv: Pravo, 2019. 416 s. S.84.

[4] Svyatets'ka I. V. Deyaki pytannya yurydychnoyi vidpovidal'nosti notariusa. Mala entsyklopediya notariusa: nauk.-prakt. zhurnal. 2013. № 2 (68). S. 56-59. S.56

[5] Barankova V.V. Sudovyy roz·hlyad div, pov'yazanykh z notarial'noyu diyal'nistyu (chastyna druha) / MEH. №3.

2015 r. S.1 // URL: https://library.nlu.edu.ua/POLN_TEXT/SENMK/Barankova_94-107.pdf
[6] Bichkova S.S. Uchast' notariusa u tsyvil'nomu protsesi Ukrayiny. Kryminalistychnyy visnyk. 2014. № 1 (21). S. 26-31. S.29.
[7] Profesiya notariusa u Kvebetsi: zbirnyk tekstiv / upor.: N. Musiyenko. Kyyiv: Zapovit, 2004. 364 s. S. 184.
[8] Tsyvil'ne pravo Ukrayiny: pidruchnyk: u 2 kn. / D.V.Bobrova, O.V.Dzera, A. S. Dov-hert [ta in.]; za red. O. V. Dzeri, N. S. Kuznyetsovoyi. K.: Yurynkom Inter, 1999. Knyha druha. S. 616.
[9] Chudik-Bilousova N. I. Tsyvil'no-pravova vidpovidal'nist'/ N.1.Chudyk-Bilousova // Tsyvil'ne pravo Ukrayiny: navch. posib. / U.V. Bilousov, S.V. Lozins'ka, S.D.Rusu [ta in.]; za red. R.O. Stefanchuka. K.: Naukova dumka; Pretsedent, 2004. S. 102.
[10] Vidshkoduvannya moral'noyi shkody: sudovo-praktyka, sudova praktyka / NAPr Ukrayiny, In-t pryvatnoho prava ta pidpryyemnytstva im. akad. F.H.Burchaka; za red. M.K.Halyantycha. K.: Yurinkom Inter, 2013. S. 66
[11] Yurydychna entsyklopediya: U 6 t. / Redkol.: U.S. Shemshuchenko (hol. redkol.) ta in. K.: Ukr. entsykl., 2004. T. 6. S. 441
[12] Tsyvil'ne pravo: pidruchnyk: u 2 t. / V.I.Borysova (ker. avt. kil'k.), L.M.Baranova, T.I.Byehova ta in.; za red. V.I.Borysovoyi, I.V.Dyakuyu-Fatyeyevoyi, V.L.Yarots'koho KH. : Pravo. 2011. T. 2. 816 s. S729.
[13] Barankova V.V PROTSESUAL'NI OSOBLYVOSTI SPRAV SHCHODO VIDSHKODUVANNYA SHKODY, ZAPODIYANOYI NOTARIUSAMY Yurydychnyy naukovyy elektronnyy zhurnal № 4/2020 S.44 // URL: http://www.lsej.org.ua/4_2020/1/
[14] Pro praktyku roz·hlyadu sudamy tsyvil'nykh sprav za pozovamy pro vidshkoduvannya shkody : postanova Plenumu Verkhovnoho Sudu Ukrayiny vid 27.03.1992r. № 6 // URL: http://zakon4.rada.gov.ua/laws/show/v0006700-92/print1424183748164280.
[15] Spasibo-Fatyeyeva I.V. Naukovyy vysnovok shchodo pidstav ta umov vidpovidal'nosti notariusa za Tsyvil'nym kodeksom Ukrayiny ta st. 27 Zakonu Ukrayiny «Pro notariat» // URL: http://yurradnik.com.ua/vis_exp/%D0%BD%D0%B0%D1%83%D0%BA%D0%BE%D0%B2%D0%B8%D0%B9-%D0%B2%D0%B8%D1%81%D0%BD%D0%BE%D0%B2%D0%BE%D0%-BA-%D1%89%D0%BE%D0%B4%D0%BE-%D0%B-F%D1%96%D0%B4%D1%81%D1%82%D0%B0%D0%B2-%D1%82%D0%B0-%D1%83%D0%BC%D0%BE/