

## PREFACE

### **Cover Note on the Perspective of Notary Authority**

Notaries always clash with the authority of the position. This authority is attribution, namely the authority granted by law to a notary. However, the actions taken by a notary often deviate from the authority granted by law, on the pretext that the notary has the authority to find ways or breakthroughs to meet the needs of the community. This was born due to the rapid development of society towards the need for documents in business traffic. An example is cover notes. The cover note was born because of the creditor's need for the certainty of documents needed in business. But unfortunately, several notaries have been dragged into criminal acts of fraud and forgery as a result of the cover notes issued.

A cover note is considered by some business people as a guarantee for the documents required in the agreement. This has resulted in some notaries being carried away by the needs of the business community by making a cover note as a guarantee. Is it true that a cover note is a guarantee? Guarantees by their nature in civil law include material guarantees and personal guarantees. Material guarantees are guarantees that provide creditors with an object belonging to the debtor. An individual guarantee is an agreement between a debtor or creditor and a third person that guarantees the fulfillment of the obligations of the debtor or debtor. The next question is if the cover note is a guarantee, does it include material guarantees or personal guarantees?

Based on this understanding, the cover note is not a material guarantee. Does that mean a cover note is an individual guarantee? This needs to be analyzed from the authority possessed by a notary. Based on the Law on the Position of Notary, a Notary is a public official who is authorized to make an authentic deed and has other authorities as referred to in this Law or based on other laws. Thus, its authority is a gift from the law. Here no law regulates the cover note, so it is clear that if the cover note is interpreted as a guarantee, then the notary has exceeded his authority. This has resulted in several notaries being exposed to criminal acts of fraud and even falsification of authentic deeds.

Thus, the term cover note is only interpreted as a Letter of Statement. The notary only knows the information submitted by the service user (the debtor) for the completeness of the documents as required by the agreement. A cover note should not be construed as a guarantee letter.

Purwokerto, August 2022

Editor in Chief

Rahadi Wasi Bintoro