

BLOCKCHAIN, SMART CONTRACTS AND NOTARY ACTIVITY: ENSURING LEGAL SECURITY IN THE FACE OF A CHANGING SCENARIO

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Abstract: Notary activity is, without a doubt, one of the most traditional in the country, with more than four centuries of existence in Brazil. Since the installation of the first Notary Office, 458 years ago, much has been innovated in notary activity, from the way in which delegations are staffed, through the recognition of the importance of the function, to legislative and legal innovations that, in recent years, have entered the scope of this multiseccular function. It is in this scenario that the aim is to contextualize the compatibility of traditional notary activity with new technologies, especially the blockchain network and smart contracts. Furthermore, reference will be made to the recent confirmation of notarial escrow by Law number: 14,711/2023. In this sense, initially, the main characteristics of blockchain, smart contracts and escrow accounts will be exposed. Next, we will seek to analyze how these new technologies impact notary activity to, finally, point out the significant advantages of compatibility, and not replacement, of notary activity with new technologies.

Keywords: Blockchain, smart contracts, escrow account, notary activity.

INTRODUCTION

The notary activity, one of the most traditional in Brazil, has innovated since the installation of the first Notary Office in Brazil, when governor Mem de Sá appointed Pero da Costa to be responsible for the 1st Notarial Office of Rio de Janeiro, 458 years ago¹. Since then, the notarial function has undergone profound transformations, moving beyond the mere authentication of legal acts. In the words of Kassama²,

1. GERCIA, José Renato Vilarnovo. President of the CNB/RJ and notary holder of the 35th Notary Office of Rio de Janeiro (RJ). CNB/RJ launches 1st edition of the magazine “The Contemporary Notary” – Colégio Notarial. Available on the website: <https://www.notariado.org.br/cnb-rj-lanca-1o-edicao-da-revista-o-notario-contemporaneo/>. Accessed on: June 20, 2024.

2. KASSAMA, Alexandre Gonçalves. Facing the oracle: the notary function and smart contracts. Available on the website: <http://www.notariado.org.br/cnb-rj-lanca-1o-edicao-da-revista-o-notario-contemporaneo/#>. Accessed on: July 4, 2024.

[...] The task of the notary emerges then no longer as a way of authenticating, but as a structural coupling between a natural psychic system and a legal communication system that naturally has “buffers” so that the transition between the individual psychological world can express itself in a in the most correct and guaranteed way possible under the formal system of law.

In other words, the notary acts preventively to ensure that the manifestation of the will of the parties is given full effect in accordance with the legal system. Thus, in harmony with what the aforementioned author calls the “cautionary technology” of notarial actions, the possibility of using the decentralized structure of the blockchain network and smart contracts to support notarial acts is envisaged, which must lead to increased transparency and reliability of data available on the network, efficiency and legal security of notary services.

In this study, notarial action is observed from the aspect of the activity of adequately qualifying the will of the parties in the legal categories offered by the legal system, a will that is often not fully known by the contracting parties themselves before the notary’s action. Along these lines, check out, in free translation, Petrelli’s lesson³:

The investigation of the parties’ intentions allows this objective to be achieved, through an in-depth activity [...] through this activity, the notary interacting with the parties identifies their real intention (which sometimes they themselves do not fully know, unaware of the possibilities offered by the legal system and their limits). Therefore, he places this practical intention, through the appropriate qualifying activity, into the legal categories offered by that legal system.

3. PETRELLI, Gaetano. L’indagine della volontà delle parti e la «sostanza» dell’atto pubblico notarile. *Rivista del Notariato*, Milão, year 60, p. 29-79, 2006. Available on the website: http://www.gaetanopetrelli.it/catalog/documenti/00000257/2006%20-%20L_indagine%20della%20volonta%20delle%20parti%20e%20la%20sostanza%20dell_atto%20pubblico%20notarile.pdf. Accessed on: July 8, 2024.

4. DIDIER JR., Fredie; FERNANDEZ, Leandro. Introduction to multi-door justice: system for solving legal problems and the profile of access to justice in Brazil. São Paulo: Juspodivm, 2024.

Due to this activity of unveiling and formalizing the will of the parties, it is necessary to make new technologies compatible with the already traditional notarial function. In this sense, aiming to outline a perspective on the importance and role of the notary in the future, considering the impact of emerging technologies, such as smart contracts and blockchain, it is interesting to mention what Didier Jr. and Fernandez say ⁴:

It is easy to see that some typical characteristics of blockchain, such as immutability, transparency and data correction, are perfectly compatible with the legal regime for extrajudicial services, which aims to ensure the publicity, authenticity, security and effectiveness of legal acts. (Article 1, of Law number: 8,935/1994).

It is clear that current technology still cannot adequately capture the human will, which is highly subjective and influenced by emotional factors. By way of example, see that the machine does not perceive whether a decision was taken under coercion or pressure, as well as does not capture the presence of informational asymmetries in the relationship between the contracting parties, which is a recurring problem in several legal transactions and widely studied in the field of behavioral economics. The notary then begins to perform an important function that is compatible with the use of smart contracts.

Thus, the notary’s authority to interpret and validate the will of the parties involved in legal acts, rather than being supplanted, is complemented by the benefits that blockchain technology and smart contracts can bring, so that we will seek to investigate harmony and benefits the use of new technologies in notary services.

CONCEPTUAL ASSUMPTIONS

BLOCKCHAIN TECHNOLOGY

Blockchain is a decentralized system of records, consisting of a chain of validated data blocks. It is structured based on a decentralized network of multiple servers (called nodes), dispersed across the physical and virtual environment. The insertion of new information is replicated almost instantly throughout the network, making it unnecessary for an intermediary institution to be involved in registering on the platform⁵.

Blockchain technology emerges in the context of the 2008 financial crisis in the United States of America, driven by distrust in traditional financial institutions and the need for a more transparent and secure system for transactions. The crisis, marked by the collapse of the subprime mortgage market and the subsequent bankruptcy of large banks, highlighted the fragility of the centralized financial system and the lack of adequate supervision by regulatory authorities.

In this context, on October 31, 2008, Nakamoto published an article proposing a secure payment system through a digital currency that eliminates the need for intermediaries to guarantee the reliability of transactions. This innovation gave rise to the first blockchain platform, Bitcoin, a

technology that allows decentralized and secure digital payments.⁶⁻⁷.

Note that, although currently the most widespread form of use of the blockchain network is related to financial purposes, such as storing and using digital currencies and the use of tools that enable peer-to-peer loans, blockchain can also be applied to other functionalities. In this sense, the multifunctionality of the architecture arises, above all, from the evolution of the original single-purpose model to the creation of multiple-purpose protocols⁸.

Since blockchain is a decentralized network, it means that none of the nodes in the network have the computing power necessary to falsify transaction records, so that all information recorded in blocks is considered reliable and immutable.⁹. Thus, due to its reliability and immutability of data, the use of blockchain has expanded to several other areas of knowledge, including the legal area, as is the case with the use of smart contracts, which will be discussed below.

SMART CONTRACTS

It is in these multi-purpose blockchains that smart contracts, initially designed by Nick Szabo, gained true application¹⁰. Smart contracts can be defined as follows:

5. DIDIER JR., Fredie; FERNANDEZ, Leandro. **Introduction to multi-door justice: system for solving legal problems and the profile of access to justice in Brazil**. São Paulo: Juspodivm, 2024.

6. MENDES, Carlos Leonardo dos S. *Cryptoassets, blockchain and smart contracts*. Available on the website: <https://pucminas.instructure.com/courses/87574>. Acesso em: 06 jul. 2024.

7. NAKAMOTO, Satoshi. *Bitcoin: a peer-to-peer electronic cash system*. 2008. Available on the website: <https://bitcoin.org/bitcoin.pdf>. Accessed on: July 9, 2024.

8. SOUZA, Thais Diniz Coelho de. Intersection between law and technology from the perspective of order models based on blockchain and smart contracts. ``*Revista de Direito e Atualidades*`, ed. 04, v. 2, january/june, 2022. Available on the website: <https://www.portaldeperiodicos.idp.edu.br/rda/article/view/6281>. Accessed on: July 4, 2024.

9. LUMINEAU, Fabrice; WANG, Wenqian; SCHILKE, Oliver. Blockchain governance – a new way of organizing collaborations? *Organization Science*, v. 32, n. 2, march/april, 2021. Available on the website: <https://pubsonline.informs.org/doi/10.1287/orsc.2020.1379>. Accessed on: June 30, 2024.

10. PORTO, Antônio Maristrello; LIMA JUNIOR, João Manoel de; SILVA, Gabriela Borges. Blockchain technology and corporate law: practical applications and challenges for regulation. ``*Revista de Informação Legislativa*``: RIL, Brasília, v. 56, n. 223, p. 11-30, jul./set. 2019. Available on the website: http://www12.senado.leg.br/ril/edicoes/56/223/ril_v56_n223_p11. Accessed on: July 4, 2024.

Smart contracts combine protocols, user interfaces, and promises expressed through these interfaces to formalize and secure relationships on public networks. This gives us new ways of formalizing digital relationships that are much more functional than their inanimate paper-based ancestors. Smart contracts reduce mental and computational transaction costs imposed by principals, third parties or their tools¹¹ (translation performed by us).

For Porto, Lima Junior e Silva¹², despite the attribution of a concept to smart contracts by Nick Szabo, there is currently no unanimous definition for smart contracts, mainly because computer experts and lawyers have different perceptions of what a contract is.

In any case, it can be said that smart contracts are the automated execution of agreements, by computers, through the use of virtual platforms.

On the other hand, it must be considered that other simpler mechanisms can also be considered smart contracts, such as Nick Szabo's own initial idea, the vending machine¹³. Avelar explains the concept of the vending machine as a smart contract as follows:

A clear example of a smart contract is the operation of automatic soft drink vending machines: if the user enters value x into the machine, they will receive product y . In

other words, upon fulfilling the condition established by the contract (price), which is interpreted by the machine into computer codes, the user receives the consideration (product)¹⁴.

The main objective of smart contracts is to minimize the need for trusted intermediaries, satisfy common contractual conditions (such as payment, lien, fulfillment, etc.) and minimize malicious and accidental exceptions. Here, the aforementioned immutability of records in the blockchain network stands out, as once the information is released into the smart contract block, it cannot be changed: once the pre-established conditions are met, the contract is executed automatically.

Given these characteristics of smart contracts, the term Code is Law was coined. In this sense, Hassan and Filippi¹⁵ state that "the digital environment opens the doors to a new form of regulation by private actors - who can try to impose their own values, incorporating them into a technological artifact". As Lessig states¹⁶, "Code is Law": Code is ultimately the architecture of the Internet and, as such, is capable of restricting an individual's actions through technological means.

Given this perspective, some authors, as Rocha and Rocha¹⁷, state that the smart contract is not, in itself, a contract, but rather an agreement

11. Considered the main text for the initial idea: SZABO, N. **Formalizing and securing relationships on public networks**. 1997. Available on the website <https://firstmonday.org/ojs/index.php/fm/article/view/548>. Accessed on: July 6, 2024.

12. PORTO, Antônio Maristrello; LIMA JUNIOR, João Manoel de; SILVA, Gabriela Borges. Blockchain technology and corporate law: practical applications and challenges for regulation. *Revista de Informação Legislativa*: RIL, Brasília, v. 56, n. 223, p. 11-30, July/September, 2019. Available on the website: http://www12.senado.leg.br/ril/edicoes/56/223/ril_v56_n223_p11. Accessed on: July 4, 2024.

13. DIDIER JR., Fredie; FERNANDEZ, Leandro. Introduction to multi-door justice: system for solving legal problems and the profile of access to justice in Brazil. São Paulo: Juspodivm, 2024.

14. AVELAR, Dayane. Perspectives of smart contracts from the perspective of the social function of contracts in Brazilian law. Available on the website: <https://www.migalhas.com.br/depeso/406593/smart-contracts-sob-otica-da-funcao-social-no-direito-brasileiro>. Accessed on: July 2, 2024.

15. HASSAN, Samer; FILIPPI, Primavera de. The expansion of algorithmic governance: from code is law to law is code. **Field Actions Science Reports**, Special Issue 17, 2017. Available on the website: <http://journals.openedition.org/factsreports/4518>. Accessed on: July 4, 2024.

16. LESSIG (1999 *apud* HASSAN, Samer; FILIPPI, Primavera de. The expansion of algorithmic governance: from code is law to law is code. **Field Actions Science Reports**, Special Issue 17, 2017. Available on the website: <http://journals.openedition.org/factsreports/4518>. Accessed on: July 4, 2024).

17. ROCHA, Debora Cristina de Castro da; ROCHA, Edilson Santos da. Smart contracts and "the code is law" - the problem

shaped by codes, in the form of software. They also highlight that, although it is clear that *pacta sunt servanda* is among the contractual principles that are part of the legal system, this principle cannot be considered absolute, given that, in today's society, the existence of inflexible contracts is no longer considered.

Note that the immutability of the blockchain is consistent with the *pacta sunt servanda* principle, but, on the other hand, it can remove the possibility for the parties to renegotiate contractual terms. Therefore, the aforementioned authors highlight the importance of possibly reviewing the contract whenever unforeseen events occur. In this sense, the *rebus sic stantibus* clause instrumentalizes the theory of unforeseeability, with the aim of anchoring the execution of the contract to the conditions existing at the time the parties expressed their wishes.

Given this scenario, it can be said that smart contracts, as proposed, do not allow the interruption of compliance or contractual execution, with the parties bearing the burden arising from unforeseen events which can lead to discussions about such contractual terms in the Judicial power. Furthermore, the idea of smart contracts, ultimately, may confront some of the basic legal principles, especially those that relativize the mandatory contractual force, as, for example, in cases where the *rebus sic stantibus* clause leads to the theory of unforeseeability, and the theory of breach of the objective basis of the contract in the case of consumer relations.

Another situation that needs to be analyzed in relation to smart contracts is the

objective of self-execution. In the current context of smart contracts, if a certain person signs a contract, but does not comply with its performance, for example, with payment, it is necessary to resort to a third party, such as a judge, to execute the debt, so that no will be fully self-executing. Therefore, all systems would need to be connected for the contract to effectively be smart, which does not occur in the technology as it is proposed.

In this conflict between the self-execution of smart contracts and the functioning of the Brazilian legal system, see Avelar's lesson ¹⁸:

It would not be feasible to seek a court order to modify or terminate a contract concluded on a blockchain. On the one hand, the technology is specifically designed to prevent the reversibility of programmed commands. On the other hand, a court decision, as currently conceived, would not be able to restrict a self-executing computational code, which is the basis of smart contracts developed in this technology.

From this perspective, the possibility of using an escrow account arises, defined as a guarantee or linked account, commonly used in the financial market. In such a scenario, normally in financial transactions, a cash guarantee is deposited with a third party until the pre-established contractual condition is fulfilled.

In this sense, the recent Law number: 14.711/2023¹⁹ brought solutions beyond the traditional recital of "less intervention" and "more freedom"²⁰, with important innovations for the development of contractual relationships, among them, the escrow function, studied below.

facing the contemporary contractual principle base. **Route**, v. 1, n. 32, p. 113-137, 14 set. 2020. Available on the website: <http://portaldeperiodicos.animaeducacao.com.br/index.php/percurso/article/view/23899>. Accessed on: June 30, 2024.

18. AVELAR, Dayane. Perspectives on smart contracts from the perspective of the social function of contracts in Brazilian law. Available on the website: <https://www.migalhas.com.br/depeso/406593/smart-contracts-sob-otica-da-funcao-social-no-direito-brasileiro>. Accessed on: July 2, 2024.

19. BRAZIL. Law number: 14,711, of October 30, 2023. Available on the website: https://www.planalto.gov.br/ccivil_03/_ato2023-2026/2023/lei/l14711.htm. Accessed on: July 4, 2024.

20. KASSAMA, Alexandre; DEBS, Martha El; CHEZZI, Bernardo (Orgs.). "Escrow notarial": first impressions. São Paulo: Juspodivm, 2024. p. 720.

THE FUNCTION OF ESCROW

The term contract has many meanings and, when studying its legal meaning, traditional definitions are often repeated, such as “an agreement between the parties that creates, alters and extinguishes obligations”, or “a promise backed by legal effects”. However, the meaning of the word is more complex and diverse²¹. In general terms, the contract can be translated as an expectation regarding the future²².

Therefore, it can be said that the contract organizes the relationships between the parties with the aim of reducing uncertainties and establishing a set of clear and specific expectations, that is, it orders the expectations in such a way as to make the relationship, now contractual, less complex than the previous relationship, in which the expected behavior was more open, but, at the same time, with the possibility of new actions that would dissolve if entropy were maintained at the same levels as the pre-contractual state²³.

In the words of Sztajn²⁴:

Contract is the legal transaction intended to create, modify or terminate legal relationships with patrimonial content. Create contains the idea of regulating, of establishing rules whose effects, in the case of long-term contracts and continuous or deferred execution, will be produced while the business is in force. In other words, the life of the contract may be affected, with

regard to the effects arising from it, by numerous and various situations that can modify them.

From these premises, it is clear that, although it is normal and expected to comply with contracts, it is known that countless and varied situations can occur, so that default is a latent possibility.

Faced with this possibility of default, the figure of the escrow arises, which, according to Morais,²⁵ it can be classified as:

[...] contract by which two parties, contracting parties to an underlying synagmatic contract, entrust to a third party (normally, on a confidential basis) the object of the contractual performance of one of them, with the depositary being obliged to return the thing deposited in accordance with the instructions given to him given by those.

The law number: 14.711/2023²⁶, called the new Guarantees Law, added Article 7A to Law number: 8.935/1994²⁷, which established, in the first paragraph, the notary as an intermediary for escrow accounts, which has been called “notary escrow”. See the wording of the aforementioned device:

Article 7º-A: Notaries are also responsible, without exclusivity, for other activities:

§ 1º: the price of the business or related values may be received or consigned through the notary, who will transfer the amount to the party due upon ascertaining the occurrence or frustration of the applicable business

21. COSTA, José Augusto Fontoura; XAVIER JUNIOR, Ely Caetano; RIBEIRO, Marilda Rosado de Sá (Orgs.). Complexity and contracts: theoretical approaches and methodological possibilities. Curitiba: IODA, 2023.

22. KASSAMA, Alexandre; DEBS, Martha El; CHEZZI, Bernardo (Orgs.). “Escrow notarial”: first impressions. São Paulo: Juspodivm, 2024.

23. LUHMANN, N. Sociology of law I. Translated by Gustavo Bayer. Rio de Janeiro: Brazilian Time, 1983.

24. SZTAJN, Rachel. The incompleteness of the company contract. ``Revista da Faculdade de Direito``, ``Universidade de São Paulo``, v. 99, p. 283-302, 2004. Available on the website: <https://www.revistas.usp.br/rfdusp/article/view/67626>. Accessed on: July 6, 2024.

25. MORAIS *apud* DIAS, L. F. M. A; Seizure of escrow deposit accounts. ``Revista Foco`` (Interdisciplinary Studies Journal), v. 17, n. 4, p. 1-19, 2024. Available on the website: <https://search.ebscohost.com/login.aspx?direct=true&AuthType=ip,shib&db=fap&AN=176970203&authtype=shib&lang=pt-br&site=ehost-live>. Acesso em: 02 jul. 2024.

26. BRAZIL. Law number: 14,711, of October 30, 2023. Available on the website: https://www.planalto.gov.br/ccivil_03/ato2023-2026/2023/lei/l14711.htm. Accessed on: July 4, 2024.

27. BRAZIL. Law number: 8,935, of November 18, 1994. Available on the website: https://www.planalto.gov.br/ccivil_03/leis/l8935.htm. Accessed on: July 4, 2024.

conditions, and the deposit made into an account linked to the business cannot be made. Under the terms of an agreement signed between a national class entity and an accredited financial institution, which will constitute segregated assets, be restricted by a judicial or fiscal authority due to an obligation of the depositor, any party or the notary, for reasons outside the scope of the own business. (Included by Law number: 14,711, of 2023).

It must be noted that the new Guarantees Law brings the possibility of the notary receiving the price of the transaction for its subsequent transfer to the person entitled to it, at the moment when it establishes, based on its public faith, the occurrence or frustration of the negotiating conditions. pre-established.

According to Fisher e Santos²⁸, the price of the deal is deposited in a linked account, known as an escrow account, and will only be released to the owed party after the notary verifies the occurrence or frustration of the conditions that the parties themselves stipulated in the negotiating instrument.

The Notary, an impartial third party, will capture the parties' manifestation of will, draw up the appropriate instrument and, in the escrow model, the buyer will deliver the money to the notary, who will deposit the amount in a special account, which must be opened through an agreement between the Colégio Notarial do Brasil and banking institutions, in accordance with the law. After verifying whether or not the business conditions have been implemented, the notary will release the amount to the rightful party. It is important to mention that the amount deposited through the escrow account constitutes segregated

assets and allocated to the purpose of the business, and cannot be restricted by other debts, as expressly provided for in Artigo 7th, A, §1st, of Law number: 8,935/1994.

GUARANTEING LEGAL SECURITY IN THE FACE OF A CHANGING SCENARIO

After having exposed the main aspects related to new technologies and the escrow account, we begin to analyze the relationship between them and notarial activity.

Initially seen as a threat to notary offices, blockchain and smart contracts, in fact, can be enhanced with notary activity, and the risks of smart contracts can be reduced through the relationship between the two, in the words of Notary Kassama²⁹.

From an economic perspective and with less State intervention, many authors criticize notary offices and defend their replacement by blockchain, but few studies the financial cost that this would generate. Menezes³⁰ analyzes the hypothesis of replacing the notary's office with a public blockchain system, and compares the costs of an electronic signature authenticated by technology. It turns out that such a diagnosis ignores the economic function that notarial activity performs.

In Coase's terms³¹, It must be borne in mind that, in the real world, transaction costs are not zero, which is why institutions play a fundamental role in a country's economy. Thus, the fundamental role of the State is seen in creating and maintaining effective institutions that can reduce these transactional costs. In this sense, the notarial function actually reduces transaction costs

28. FISCHER, José Flávio Bueno; SANTOS, Carolina Edith Mosmam dos. The new duties of the notary. The new framework for guarantees: practical and theoretical aspects of law 14,711/2023. São Paulo: Juspodivm, 2024.

29. KASSAMA, Alexandre. Lecture given at the Annual Congress of Notaries and Registrars, in August 2023. Gramado/RS.

30. MENEZES (2020 *apud* GHIROTTTO, Aryala Stefani Wommer; QUEIROZ, Renata Capriolli Zocattelli. New technologies: will blockchain put an end to notary offices? Available on the website: http://www.mpsp.mp.br/portal/page/portal/documentacao_e_divulgacao/doc_biblioteca/bibli_servicos_produtos/bibli_informativo/bibli_inf_2006/6FC81CF73AE8DDB4E05A8C0DD0149E1. Accessed on: July 4, 2024).

31. COASE, R. H. *The firm, the market, and the law*. Chicago: The University of Chicago; Press, 1988. p. 95-155.

and generates economic efficiency, as already demonstrated by Brandelli³². In a simplified way, in the words of Carnelutti³³, “the more notary, the less judge”.

This is because the notary has a legal professional who, in addition to providing legal advice to the parties, adequately qualifies the legal acts submitted to him, reducing litigation, as he generates sound legal acts in accordance with the legal system, culminating in greater legal security and social peace.

The reduction in transaction costs occurs, from this perspective, as the notary attributes legality within the mandatory scope of the act. Due to its impartial action, the need for other professionals, such as financial institutions, insurance companies or lawyers, is not required to perfect the legal act. Furthermore, with the prophylactic action of the notary, the costs of possible legal or arbitration proceedings are reduced due to the general reduction in disputes related to the business.

In this sense, in addition to blockchain and smart contracts, it is clear that the new attributions provided for in Law number: 14,711/2023 - especially with regard to the escrow account - are particularly close to public deeds, and it can be stated, following the Kassama's words³⁴, that the Latin notary is the actor particularly suited to its operationalization.

Considering the existence of the E-notariat platform, operated by the ``*Colégio Notarial do Brasil*`, notaries have the availability of blockchain technology to carry out smart contracts with the escrow tool (guarantee deposit), leaving the certification of the implement or frustration of the condition's contractual arrangements under the responsibility

of a legal professional, impartial and endowed with public faith, which leads to increased certainty and security in legal transactions.

CONCLUSION

In this article, we sought to expose the main characteristics of the so-called “new technologies”, namely, the blockchain network and smart contracts. In this context, its main characteristics and the possible economic and legal advantages that they can bring to transactions were outlined, especially due to the immutability and reliability of data recorded in the decentralized blockchain network and the self-execution of smart contracts. Possible vulnerabilities of these technologies were also raised, mainly related to the possibility of contractual default and the presence of contractual review and the *rebus sic standibus* clause, as well as the impossibility of smart contracts capturing the integrity of individuals' expression of will.

Regarding the relationship between new technologies and notarial activity, it was pointed out that both, before being exclusive, actually complement each other: the multi-century-old notary institution, operated by legal professionals, endowed with public faith, in charge of capturing and formalizing the manifestation of the will of the parties is perfectly harmonized with the benefits of new technologies, related to the immutability and reliability of transaction data. And, in fact, the E-notariat platform has already been adopting blockchain technology to record with complete security the registration data of digital certificates used when carrying out notarial acts online³⁵.

32. BRANDELLI, Leonardo. The notary function today. ``*Revista de Direito Imobiliário*`, São Paulo: RT, v. 80, year 39, p. 55-78, january/june, 2016.

33. CARNELUTTI, Francesco. In: **WIKIPÉDIA**. Flórida: Wikimedia Foundation, 2024. Available on the website: https://pt.wikipedia.org/w/index.php?title=Francesco_Carnelutti&oldid=67400318. Accessed on: July 8, 2024.

34. KASSAMA, Alexandre; DEBS, Martha El; CHEZZI, Bernardo (Orgs.). “**Escrow notarial**”: first impressions`. São Paulo: Juspodivm, 2024. p. 459-490.

35. The use of blockchain by E-notariat was widely publicized by the media, according to a report in Valor Econômico magazine.

Furthermore, the emergence of notarial escrow was highlighted through Law Number: 14,711/2023, which will allow the notary to receive and consign amounts related to legal transactions and, after verifying the occurrence of the pre-established contractual condition, allows the withdrawal of values with full legal security and effectiveness by those entitled to it, which also helps to reduce informational asymmetries and transaction costs.

Finally, it is concluded that new technologies do not act as substitutes, but rather as complements to traditional legal institutions, especially the notary institution. In these terms, it is necessary to seek the compatibility of technologies such as blockchain and smart contracts with notary activity, so that there is a greater reduction in transactional costs and informational asymmetry, combined with the guarantee of legal security, full capture of will and greater effectiveness of legal acts provided by notaries.

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