Essays

Digital Technology and the Responsibility of French Legal Professionals

Philippe Pierre*

ABSTRACT: The individual responsibility of legal professionals plays a key role in building trust with their clients. The increasing number of digital tools available to them is changing their daily practices, making many tasks simpler and quicker. However, this also raises questions about the legitimacy of their involvement, given that complementarity can also become competition. Applying the prism of civil liability to the duty to advise and the technical diligence expected of legal professionals provides a way of addressing this issue as it evolves.

KEYWORDS: responsibility; legal professionals; digital tools; duty to advice; technical diligences

SUMMARY: 1. Introduction – 2. The duty of legal professionals to provide advice within their digital environment – 2.1. Do digital tools change the standard of a diligent and competent practitioner? – 2.2. Are practitioners who use digital tools definitively liable? – 3. Technical diligence of legal professionals in their digital environment – 3.1. Does distancing documents alter liability terms? – 3.2. Could the legal professionals' liability protect them against the unbridled digitisation of their work? – 4. Conclusion.

1. Introduction

The digital environment of legal professions is multifaceted, incorporating document databases for AI use, jurimetrics, smart contracts, various blockchains and remote working for drafting and storing documents among other things. The advantages are well established: automation of repetitive and time-consuming tasks allows professionals to focus on more complex and strategic work, and improves efficiency in legal research, and even addiction to prediction. However, faced with this enthusiasm, which will undoubtedly be heightened by generational renewal, the commitment to responsibility may seem like a hindrance at first glance. Moreover, a LexisNexis survey found that 85% of French legal professionals already have ethical concerns, which are not far removed from Hans Jonas's 'principle of responsibility' developed in 1979. Jonas emphasises how "the promise of modern technology has been turned into a threat".

However, the issue of responsibility in relation to digital tools, which we will mainly study based on the French legal model, has yet to be resolved. In most cases, the use of digital tools will have no impact on the legal professional's commitment to responsibility, preserving both the paradigm of good professional practice and the protection of their clients. Nevertheless, in certain circumstances, the

* *Professor at the University of Rennes; Holder of the International Chair in Notarial Law. Mail: philippe.pierre@univ-rennes.fr.* *This article was subject to a blind peer review process.*

digital environment may extend this responsibility, although this extension is not necessarily detrimental to the practitioner. We will see this in the classic analysis of the two sources of liability for legal professionals: failure to provide advice (I) and legal errors (II).

Before addressing these issues through the prism of liability, we will briefly discuss insurance, without which our comments would risk becoming a circular argument. Currently, the collective insurance taken out by legal professionals – lawyers and notaries – appears flexible enough to 'absorb' the impact of digital technology. The model is effectively that of '*all risks except*', based not on a list of covered risks, which should specifically target digital risks, but on blanket cover provided that the risk falls within the scope of the notaries' insurance contract's general clause covering "the financial consequences of civil liability incurred... in the normal course of their duties as a result of their acts, faults or negligence, or the acts, faults or negligence of their staff". Currently, only atypical situations, such as a public official speculating on digital assets from client accounts or engaging in prohibited banking activities, would be covered by the legal and contractual insurability of criminally punishable activities. However, it should be noted that the French CSN (Conseil Supérieur du Notariat – High Council of Notaries) recently had the terms of its *ad hoc* insurance policy clarified by the French Ministry of the Interior's framework and planning law No. 2023-22 of 24 January 2023, which added a new article L. 12-10-1 to the French Insurance Code. This policy was taken out to protect the Central Register of Electronic Documents (Minutier Central des Actes Électroniques) against hacking, among other things. Despite some ambiguity in the wording,[1] it appears that this text confirms insurance coverage for ransomware attacks, provided that the victim files a complaint within 72 hours of the cyberattack. This applies not only to the CSN, but also to data-holding structures, including law firms, notary offices, and judicial officers. On a different note, the deterioration of a professional blockchain's security level for environmental reasons constitutes an increase in risk that may not always be declared, thereby exposing the insured party to the penalties set out in Article L. 113-4 of the Code des assurances. However, let us now return to the responsibility of legal professionals, although everything is linked.

2. The duty of legal professionals to provide advice within their digital environment

2.1. Do digital tools change the standard of a diligent and competent practitioner?

At first glance, and probably in principle, the answer is no. It is customary to state that the notary's duty of advice, later joined on this point by that of the lawyer, is absolute. The main consequence of this is that the practitioner's diligence cannot be weighed according to the client's competence or the level of personal assistance they provide. It should be emphasised that an 'augmented' client whose competence has been enhanced by seeking assistance from a legal tech company using generative AI – albeit on the fringes of the legal profession's advisory role and monopoly – would have the same rights to information, advice and investigation as a client without such assistance. Similarly, the assistance that a professional would receive when providing advice by using generative AI, or even quantum intelligence one day, is irrelevant to the level of diligence expected of them. This applies when a

[1] Article L. 12-10-1 of the French Insurance Code relates to "loss and damage" caused by an attack on a system. There is doubt over the inclusion of ransomware.

specialist is consulted or when the French Court of Cassation rules on the use of a notarial advisory body, such as a 'CRIDON'.[2] It should be noted that, while case law requires a strong convergence, if not assimilation, between civil and disciplinary sanctions, it is impossible to transpose ethical standards such as those contained in Article 22 of the French Code of Ethics for Notaries ('the notary owes his clients his professional conscience, consideration, impartiality, probity, advice appropriate to their situation and the most complete information') or Article 3 of Decree No. 2005-790 of 12 July 2005 ('shall demonstrate competence, dedication, diligence and prudence towards their clients') to the use of generative AI, regardless of its degree of depth and individualisation. A chatbot cannot determine what an 'impartial' opinion means, which prevents a notary from highlighting the economic inappropriateness of a deed they receive. Similarly, AI does not understand the fundamental concept of contractual loyalty. It is also impossible to make software understand the tact expected of a lawyer.

Since the standard of behaviour is not intrinsically altered by the digital environment, it is the increase in the amount of data available online and the performance of generative AI that will extrinsically influence the scope, if not the intensity, of the faults attributable to legal practitioners.

Moving away from the above technologies, the emergence of digital assets such as bitcoins and NFTs renews notaries' duty to inform and advise. They must also be aware of, and report, their extreme volatility in the event of donation sharing or a reportable donation, as this could affect the initial balance or the amount of debt to be reported. However, in order to provide effective advice, practitioners must be competent in decision support systems, given the many risks of misinterpretation that still exist, and perhaps always will, with generative AI and other processes supporting what remains, according to the current rules, a personalised intellectual service. Overall, the rapid progress of AI should not distract from the fact that, while it frees up practitioners to focus on their clients, the latter's expectations are in line with this qualitative improvement. They cannot ignore this improvement, not least when it comes to justifying the billing of services provided and liability. From this point of view, the qualitative gain is comparable to that brought about by long-established digital tools, such as public databases (e.g. Légifrance) and private databases (e.g. Lexisnexis, Lextenso, Lamyline etc.), which practitioners now rely on to keep up to date with the latest developments in positive law, rather than waiting for a journal to arrive in their letterbox. While a lack of mastery of IAG is likely to constitute professional misconduct on the part of a legal professional regardless of the degree of negligence, due to the principle of civil liability, it should be emphasised that the perfection of AI can also disrupt a profession by making the minimisation of liability risk almost irrelevant. This is not to mention the mind-boggling naivety of a Mr Schwartz[3] when faced with the unbridled creativity of

[2] *e.g.* 'Centre Régional d'Information et de Documentation Notariale'; Cass. 1st civ., 26 Oct. 2004, no. 03-16.358 for the Cridon opinion: "The personal skills or knowledge of the client, as well as information or opinions provided by third parties, cannot exempt the notary from their duty to provide advice, which is not relative in nature" – Cass. 1st civ., 27 Nov. 2019, no. 18-22.147: JurisData no. 2019-021437; P. PIERRE, in *JCP N*, 21-22, 2020, 1118: the presence of a tax advisor during donation-sharing is irrelevant.

[3] U. BECHINI, *AI, notaries and Maître Schwartz*, in *JCP N*, 2023, 1205: "AI could also help notaries to combat their biases. In my nearly 30 years of practice, I have never advised a client to set up a trust. This is, of course, a mistake that highlights my bias against trusts. Generally speaking, however, I do not regret this. Italy has no national law on trusts, so they are created under the law of another country. Clients must seek professional assistance with the relevant foreign law and, if necessary, take legal action under that law; the costs can be extremely high. Furthermore, the interaction between Italian and foreign law can have unpredictable consequences. Having said

ChatGPT. The failure of the French decree of 27 March 2020, which authorised the creation of a personal injury compensation algorithm called 'DataJust', was undoubtedly not only due to the difficulty of quantifying these complex damages. The cold, even hostile, reception from certain sections of the legal profession can also be explained by the fear of losing legitimacy in the face of the threat of other actors, such as victims' associations or even the victims themselves, gaining rapid, exhaustive and free nationwide knowledge of personal injury law.

In truth, a paradigm shift in professional liability law will only occur if the standard of a normally diligent and competent practitioner incorporates a new obligation to utilise all available digital tools. This shift from a right to a duty, and from an obligation of means to use digital technology to an obligation of result, could render legal professionals liable if they cannot prove that they have used the available digital tools. This trend can already be observed in other legal systems, such as in Canadian case law, which takes a very strict stance towards legal practitioners in this regard. This is not yet the case in France, where the Court of Cassation[4] requires professionals such as notaries to consult accessible legal notices, even if they are dematerialised. The Court censured a decision that criticised a public official for not consulting the Google search engine, stating that this would have enabled the official to question the seller's real situation by consulting documents relating to his company, which would have revealed the existence of liquidation proceedings. This would have enabled the official to question the seller's situation by consulting documents relating to their company, which would have revealed the existence of liquidation proceedings. However, the battle between paper and digital media is far from over. The Court of Cassation also ruled that a notary cannot escape liability by arguing that the government website they consulted had not been updated for several months about pollution risks when the correct information was available in a traditional register at the government's headquarters.

2.2. Are practitioners who use digital tools definitively liable?

Whether one considers liability or the corresponding insurance, the current state of the law does not place clients who are victims of poor digital practices by legal professionals in a precarious position. This is provided they can demonstrate that the information or advice provided was the result of the legal professional's insufficient knowledge, or their culpable tendency to place excessive trust in the machine. This tendency causes them to forget that the machine is a tool for dialogue, not monologue. However, these practitioners may be able to demonstrate the failure of the tools used by producing inaccurate data through imprecise algorithms or exaggerated cognitive biases, or due to the obsolescence of the legal data used or the technical impossibility of achieving the contractual objectives. Alternatively, bugs may compromise the normal functioning of the machines.[5] Such failures will not impact the rights of

---

that, perhaps in one or two cases, a trust would still have been the right solution. Had IA proposed a draft trust, I might have changed my mind".

[4] Cass. 1re civ., 28 nov. 2018, n° 17-31.144, JCP N 2018, n° 50, act. 938, obs. P. PIERRE.

[5] For example, see the note published on 12 February 2024 by the European Commission for the Efficiency of Justice (CEPEJ), which lists what legal professionals can expect from the use of IAG tools and their limitations (CEPEJ-GT-CYBERJUST (2023)5final). The note highlights several dangers, including the potential production of inaccurate information, the possible disclosure of sensitive data, potential violations of intellectual property and copyright, the limited ability to provide the same answer to an identical question, the potential reproduction of results, and the exaggeration of cognitive biases. The note concludes with a guide to the proper use of AI in a

victims if they can demonstrate their loss, which is often a missed opportunity for advice, and the causal link with the use of AIG or any other digital tool. The quality of information and advice is assessed independently of the process by which it is produced. It should be noted at this stage that notaries and lawyers cannot claim subsidiarity of their civil liability according to a traditional ruling of the Court of Cassation for the former, which has more recently been applied to the latter.

Therefore, the failure of a digital assistant can only be assessed once the client has been compensated. This will most often concern the professional liability insurer, who is subrogated to the client's rights. However, in the event of the practitioner not being insured, it will concern the collective notarial guarantee, or even the professional themselves if this second line of defence does not exist, as is the case for lawyers. In any case, these claims for recourse appear, at first glance, to have a solid foundation.

Firstly, this primarily concerns the liability of manufacturers for defective products, as set out in the European Directive of 23 October 2024.[6] Secondly, it concerns the proposal for a European directive on adapting rules on non-contractual civil liability to the field of AI.[7] Even though it does not directly address civil liability, the framework for AI provided by EU Regulation 2024/1689 (the 'AI Act') should also be considered, as it imposes obligations on providers according to the intensity of the risks involved. At first glance, the first directive appears to be very favourable to claims for recourse, since it now includes *"*digital manufacturing files" and "software*"* in defective products if they do not offer "the safety that a person can legitimately expect" (Art. 7/1 Dir.), and naturally because it continues to establish a strict liability regime against manufacturers in the broad sense.

However, the '*safety*' envisaged in this text is not consistent with the harm associated with the faults of legal professionals, whether the damage is bodily or material (Art. 6 Dir.).[8] Product defect does not appear to cover mere information failure, and the risk of product development remains a cause of exemption for its manufacturer.[9] What more can we expect from the proposed AI liability directive, which supplements the AI Act in this respect? It provides a fault-based liability regime for AI systems, whether high-risk or not, and gives the relevant authority the power to order the supplier or deploying entity to provide evidence, as well as establishing various presumptions of causality. However, for customers wishing to abandon primary proceedings against a practitioner and for practitioners acting on a recourse basis, such liability could be precluded *"*where the damage is caused by a human assessment followed by a human omission or act, and where the AI system has only provided information or advice

judicial context. B. DEFFAINS also mentions that ChatGPT confuses the 1993 Sapin 1 and 2016 Sapin 2 laws, as well as the Transparency Directive, with the MIF 1 and Prospectus Directives. It also claims that a real estate agent can purchase a property that they are responsible for selling. However, Article 1596 of the Civil Code prohibits agents from purchasing property entrusted to them for sale (B. DEFFAINS, *ChatGPT et le marché du droit*, in *JCP G,* 2023, doctr. 430).

[6] EU Directive 2024/2853, 23 October 2024.

[7] Doc. COM 2022, 496 final, 28 Sept. 2022. This proposal has been withdrawn from the European Union's work programme for the time being. It is unclear whether new regulations will be proposed in the future.

[8] This does not apply to the loss or corruption of data that is not used for professional purposes.

[9] M. JULIENNE, *Les directives intéressant la responsabilité en matière d'IA*, in *Rev. dr. banc. et fin.,* 2024.

that has been taken into consideration by the relevant human actor" (Recital 15).[10] This is precisely the case with the exemption from advice by a legal professional when using AI, unless the machine replaces the latter. This will not apply to advice, but it could apply to the technical diligence expected of legal professionals in the long term. In any event, as with ChatGPT, it seems that the proposed directive is unable to neutralise the general terms and conditions of most AIG systems, which currently exclude any liability for incorrect or false information.[11]

3. Technical diligence of legal professionals in their digital environment

3.1. Does distancing documents alter liability terms?

The role of legal professionals is being called into question by the development of remote document signing by lawyers and notaries. French law No. 200-230 of 13 March 2000 made it possible to sign such documents electronically, establishing their probative value as being equivalent to that of paper documents (Civil Code, Art. 1366). This law is now widely accepted by legal practitioners.

With regard to the assessment of the liability of public officials,[12] a document in electronic form is subject to the same formal requirements and penalties for irregularity as its paper counterpart.[13] The parties' signatures are merely reflections of their handwritten signatures, entered via a digital tablet, on the 'visible on screen' document. Remote appearance for powers of attorney and certification by Docusign does not prevent each professional involved from personally verifying the signatories' identities and consent. The electronic signature of the public official, affixed by means of an encrypted and secure Réal key, does not change in nature or function. It certifies the regularity of the document's preparation with a view to establishing its authenticity (Civil Code, Art. 1367). In other words, *"*it is the instrument that changes, not the person using it or the diligence that can be expected of them when acting as a public official".[14]

However, a new stage in the dematerialisation of authentic documents, emerged from health requirements : the remote appearance of the parties to the document was promoted temporarily by the decree of 3 April 2020[15] and was established definitively, by the decree of 20 November on powers of attorney.[16] Article 1 of the former decree stated that "the exchange of information necessary for the

[10] In addition, in the latter case, it is possible to link the damage to human error because the AI system did not affect the outcome, and establishing causality is no more difficult in such situations than in situations where no AI system was involved. A return to ordinary liability is therefore necessary.

[11] B. DEFFAINS, *ChatGPT et le marché du droit*, cit., 37.

[12] For lawyers, see S. AMRANI-MEKKI, M. MEKKI, *Avocat et intelligence artificielle: l'intelligence artificielle propose, l'avocat dispose*, in *Rev. prat. prospective et innovation*, 1, 2024. They note that "many software programmes equipped with artificial intelligence can improve secure remote identification procedures (such as Remote ID, as seen in ID360) and collect relevant information through document analysis (e.g. Autolex and Lexis+AI)".

[13] See Acts of the 111th Congress of Notaries of France, *Legal certainty*, Strasbourg 2015, 169 ff. for details on Decree No. 2005-973 of 10 August 2005, which amends that of 26 November 1971 on acts drawn up by notaries, governing both paper and electronic documents.

[14] L. AYNES, *Authenticity*, in *La documentation française*, 124, 2013, 158.

[15] French Decree No. 2020-395 of 3 April 2020 authorises remote notarial acts during the health emergency.

[16] French Decree No. 2020-1422, introduced on 20 November 2020, concerns remote notarised powers of attorney.

drafting of the document and the collection, by the notary acting as instrument, of the consent or declaration of each party or person involved in the document, shall be carried out by means of a communication and information transmission system guaranteeing the identification of the parties, the integrity and confidentiality of the content, and approved by the High Council of Notaries". This digital distancing – both physical and chronological – disrupts the identification method of the parties, which is now delegated to an external certification authority. This authority uses a combination of email and SMS exchanges to secure the link with the document to be signed. Furthermore, the collection of consent and the signature expressing it are based on an electronic certificate sent to the notary by the same certifying third party. The public official then digitally signs the document in accordance with the procedure familiar to practitioners since the 13 March 2000 law no. 2000-230. The implications of this leap forward[17] in terms of professional liability are striking. In fact, the French Court of Cassation rigorously monitors the direct collection of signatures, identity checks and, more generally, any "apparent anomaly".[18] Case law regularly addresses the fundamental role of the public official in verifying the capacity and consent of the parties to the document through the prism of civil liability, a role which is inevitably complicated by distance.[19] In an age of neurodegenerative diseases, it will not always be possible to assess the real or apparent lucidity of a client through an immaterial meeting. Regardless of their receptiveness, it is difficult to provide clear, precise and appropriate explanations to a client, which professionals sometimes perceive as being more intuitive than rational. While the idea of a third party lurking in the shadows of a remote signatory, compelling them to comply, is undoubtedly a contractual fantasy, the same cannot be said for a state of psychological or even economic dependence[20] which is sometimes perceptible through subtle symptoms. Along these lines, courts often consider the evidence available to the notary when assessing the veracity of a client's statements. This duty of suspicion may be imposed on the public official based on an interview, which is even more effective when conducted without digital intermediation. In connection with the above developments (I), it should be recalled that the duty of advice of a legal professional is absolute and cannot be reduced by physical distance, and that liability is assessed in the abstract according to a standard that digital tools cannot change. From a comparative law perspective, these factors, which are likely to reduce the separation of acts, have probably caught the attention of Quebec lawyers. After widely opening access

[17] The French Conseil d'État did not grant the request to suspend the 3 April 2020 decree, ruling that 'there is no legislative provision stipulating that notaries can only perform their duties in the presence of the parties, and the decree merely temporarily derogates from the procedures set out in the 26 November 1971 decree on deeds drawn up by notaries, under which public officials may draw up authentic deeds': CE, 15 April 2020, No. 439992, Defrénois 23 April 2020, No. 17, 10.

[18] Cass. 1st civ., 29 May 2013, no. 12-21.781, M. MEKKI, in *JCP N*, 49, 2013, 1282, no. 19: the notary was criticised for failing to suspect that the transfer orders, which were apparently issued by the mortgage borrower, were false. He could have compared the signature on these orders with that on the loan agreement drawn up in his office. Cass. 1st civ., 2 Oct. 2013, no. 12-24.754, P. PIERRE, in *JCP N*, 2014, 1194. Also see the ruling on the absence of any apparent anomaly in the minutes of a general meeting, which rules out the need for signature certification: Cass. 1ère civ. 26 Feb. 2020 no. 18-25.671.

[19] M. MEKKI, *L'intelligence artificielle et la profession notariale*, in *JCP N*, 2019, 1001. He rightly points out that "the issue is all the more sensitive given that there is now a new form of illiteracy: digital illiteracy".

[20] Article 1143 of the French Civil Code.

to remote notarial appearances, a law on 24 October 2023 reversed this principle, making it a mere exception.[21]

3.2. Could the legal professionals' liability protect them against the unbridled digitisation of their work?

The paradox is as follows: the ever-increasing performance of the various auxiliary systems available to legal professionals could ultimately compromise their legitimacy by turning them into direct competitors and undermining the safeguards of the legal system. Nevertheless, civil liability law may ultimately prove to be the best protection for practitioners against this insidious competition.
On the lawyers' side, tools such as the *'e-co-pilot'*, which helps them *"*conduct research and due diligence using natural language instructions, leveraging the OpenAI model', automate 'various aspects of legal work, such as contract analysis, due diligence, litigation and regulatory compliance', and 'automatically generate procedural documents (such as summonses)".[22] Similarly, it has been suggested that

> the integrity of contractual content is reinforced by digital tools in the field of contract analytics (Legisway, Henchman, Dilitrust, etc.). On the one hand, these tools can perform normativity checks using jurimetrics to alert users when a clause is no longer compliant with the current legislation, is ineffective in a system whose effectiveness is called into question by controversial case law, or is threatened by a national or European reform project currently under discussion. This normativity check is coupled with a compatibility check. In this case, the AI system can compare clauses in the same contract to detect any inconsistencies (Civil Code, Art. 1119), or clauses in several contracts if the contractual relationship is long-term. It can also compare their respective general and specific terms and conditions.[23]

Such exponential growth in performance could call into question significant areas of lawyers' specific expertise. It is no longer a question of distancing themselves from practitioners, but of replacing them.
According to their promoters, the automation of drafting processes and their extensions could reduce the risk of human error and the associated liability for notaries. This is where the potential of blockchain technology and its various applications, such as smart contracts, comes in. In short, the aim is to store and secure data, authenticate exchanges, and guarantee their infalsifiability and indestructibility.[24] In fact, cross-referencing data using these digital blockchains provides significant resources for legalisation and certification, ensuring the integrity of documents, enabling traceability of associated digital

[21] The law is aimed at modernizing the notarial profession and promoting access to justice. (Bill 34 or Law 23, which came into force on 24 October 2023). N. CHAPUIS, *Recul de la signature à distance des actes authentiques au Québec, contexte et constats*, in *JCP N*, 2024, 1084, Emphasizing that the notary may use remote signing under the following cumulative conditions: "If the client requests it; if circumstances require it; and if the signature can be made in accordance with the rights and interests of the parties. This exceptional procedure must not become customary".

[22] B. DEFFAINS, *ChatGPT et le marché du droit,* cit., 17, also citing Lawdroid Copilot, a tool for drafting legal documents that uses GPT-3 to generate contracts and confidentiality agreements based on information provided by the user

[23] S. AMRANI-MEKKI, M. MEKKI, *Avocat et IA*, cit., 9.

[24] C. ROSSIGNOL, *Blockchain: quel futur pour les notaires?*, in *Le Club du droit*.

fingerprints and preserving them. Thanks to the security offered by structurally tamper-proof consortium blockchains, avenues that can be explored include the issuance of copies of authentic documents and notarised certificates by public officials, as well as the inclusion of technical documents required for the sale of real estate in annexes, or even written or filmed explanations of last wills and testaments. This touches on the very essence of the notary's mission, as the development of blockchains and smart contracts could undermine the legitimacy of public officials[25] by fulfilling two of their essential functions, preservation and certification.

Nevertheless, the operation of consortium blockchains remains dependent on the actions of individual practitioners. The absolute traceability of transactions in the form of digital fingerprints could greatly simplify the process of proving the diligence performed by these practitioners, whether technical or informational. Conversely, if it transpires that the data has been entered incorrectly or insufficiently, or that the digital resource has remained unexploited, liability proceedings against professionals will be facilitated. The same observation applies to lawyers, and it has rightly been pointed out that "the drafting lawyer retains a decisive role both in and out". Upstream, the prompting lawyer must use their experience and expertise to decode the parties' expectations and the strategy to be pursued. They will then formulate these in relevant prompts. Outside of this process, once the work has been produced by the machine, the supervising lawyer must analyse the result, question it, correct it, supplement it, or even simplify it.[26]

However, the dynamics of blockchains are pushing them towards public blockchains, which are freely accessible. The trend towards automating procedures goes hand in hand with depersonalisation. At first glance, the advantages of consortium blockchains seem to extend to the public, who would avoid the cost of intermediation by a notary or other legal practitioner while enjoying the security and reliability of digital blockchains. For example, certification of electronic signatures by a trusted third party[27] could be the first step towards disintermediation through digital fingerprinting by blockchains. Complete disintermediation is not unheard of; it has already been explored by African countries without land registries and even by European countries. For example, Sweden is considering such a change for the registration of property transfers.[28] That said, this prospect is only possible because there are no public officials responsible for prior checks, and because the Swedish state covers any damages resulting from deliberate or unintentional inaccuracies directly. Clearly, the development of blockchains is inseparable from the risk management model involved in verifying their content, which lies at the heart of the notarial authentication process.

Absolute disintermediation would therefore imply the complete removal of responsibilities,[29] which is difficult to conceive in the absence of solvency guarantees currently offered by individual civil liability insurance being transferred to a public structure. Furthermore, as previously explained, the backup

[25] B. BEIGNIER, A. TANI, *Le notaire et le testament olographe*, in *Dr. famille*, 2018, 12: "By offering the same services as online sites, notarial services risk being unable to stand out and may eventually suffer from the 'Uberisation' of legal tech in sectors that do not fall within their exclusive competence. We remember the hesitations when the testamento.fr site was launched".

[26] S. AMRANI-MEKKI, M. MEKKI, *Avocat et intelligence artificielle*, cit., 10.

[27] *Supra*, I/B.

[28] T. VACHON, *Notariat du 21ème siècle, enfin le zéro papier?* 48ème Congrès du MJN, note 42, 243.

[29] M. MEKKI, *L'intelligence artificielle et la profession notariale*, cit., 55 and 56.

guarantees that could be provided by insurers of digital tool designers pale in comparison to those of their users as they are very difficult to mobilise given the current state of liability law.

4. Conclusion

In conclusion, we wholeheartedly support the significant decision made by the CJEU, which emphasised that individual responsibility is a key factor in determining the legitimacy of legal practitioners.[30] This responsibility is linked to a professional status that cannot be reduced to anything else, regardless of whether practitioners use digital tools.

[30] CJEU, 24 May 2011, Commission v France, C-50/08.