

Riadh MEZAACHE *

Hadj Lakhdar University Batna 1 (Algeria)

Email : riadh.mezaache@univ-batna.dz



Abstract :

This study aims to clarify the legislative and judicial mechanisms to resolve the problems raised by customary bonds despite the ease of their issuance, speed of circulation, and low costs, which expanded the scope of dealing with them, but they are marred by many defects that make them devoid of evidence, and despite that, individuals still rely on them in their real estate transactions, but they quickly face problems that deprive them of the benefit of their real estate ownership, so this study focused on most important solutions that can contribute to their settlement, and the study concluded that despite law requires that they have no legal value, so the Algerian legislator and judiciary approved a set of mechanisms through which the status of these contracts can be settled.

Keywords: Customary contracts, Real estate ownership, Official contracts, Legislation, Judiciary.

الملخص :

تهدف هذه الدراسة إلى توضيح الآليات التشريعية والقضائية لحل الاشكالات التي تطرحها السندات العرفية رغم سهولة تحريرها وسرعة تداولها، وقلة تكاليفها، مما وسع دائرة التعامل بها، إلا أنها تشوبها الكثير من العيوب تجعلها عديمة الحجية، ورغم ذلك فالأفراد مازالوا يعتمدون عليها في معاملاتهم العقارية، لكنهم سرعان ما يواجهون مشاكل تحرمهم من الانتفاع بملكيتهم العقارية، لذا ركزت هذه الدراسة على الحلول التي يمكن أن تسهم في تسويتها، وقد خلصت الدراسة إلى أنه بالرغم مما يقتضي أنها ليست ذات قيمة قانونية ، فإن المشرع والقضاء الجزائريين أقرا جملة من الآليات يمكن من خلالها تسوية وضعية هذه العقود.

الكلمات المفتاحية: العقود العرفية، الملكية العقارية، العقود الرسمية، التشريع، القضاء.

1. Introduction

Customary contracts have gained great importance in real estate transactions since ancient times, as individuals were satisfied with consent without paying attention to procedures or formalities, as the Algerian citizen wrote his real estate transactions, especially in the form of a customary document in which he agreed with the other party in the presence of witnesses or their absence, and most of the problems were raised by real estate transactions concluded in customary contracts that individuals relied on to prove their rights, and with all the defects that plague this type of documents, individuals still deal with them to this day, not interested or ignorant of their invalidity, which raises many problems between the parties and in the face of others that require legislative and judicial solutions, so I raise the following problem: How did the Algerian legislator and judiciary address the problem of customary contracts?

1. What is a customary contract and how is it different from an official contract? The definition of the usual contract is covered in full in the first part., then it is necessary to distinguish it from the official contract, which was addressed in the second section according to what will be explained:

1.1. Definition of customary contract in language: The customary contract will be defined in language according to what the Arabs used to know in the past, then we will discuss its definition in jurisprudence and law according to what will be explained: of meanings defined it: Aqada: (verb) contract, he contracts, contract, so he is a contractor and the passive participle is knotted for the transitive. Knotting a rope and the like: he made a knot In other words, instead of untying it, you looped it, put one end inside, and tightened it Marriage contract, sale and the like: he conducted it and completed it. (Al-Attiyah, 2018, p. 243)

1-1-2- Definition of custom in language: Custom: (with a damma on the letter ain) is known or common, and from it is customary rulings, and from it, the forelock, or what is above the head, is customary for a horse or rooster, and the multiple is a'raf and a'ruf, and custom: a custom that people have become accustomed to, meaning what has become established in the social environment and has become a common custom among people, and it is the custom of the majority of people in saying or doing. (Al-Attiyah, 2018, p. 246)

1-2- Definition of customary contract in Islamic jurisprudence: Many definitions of customary contract have been mentioned from the Islamic jurisprudence perspective, including:

Dr. Ibrahim Saad defined it as: “those unofficial papers, i.e. papers issued by the concerned parties without the intervention of a public employee in writing them, and they are of two types: customary contracts prepared for proof (a prepared tool), and customary contracts not prepared for proof, which are (incidental evidence)” (Saad, 2000, p. 243)

Professor Hamdi Pasha Omar defined it as: "those documents prepared by the parties, either by themselves or by a writer, to prove a legal transaction, and they are signed by the contracting parties alone and the witnesses, if any, without the intervention of a public employee or a competent public officer" (Omar, 2003, p. 17)

1-3- Definition of the customary contract in law: In contrast to the official document, the Algerian legislator did not define the customary contract, according to our analysis of the Civil Code's texts. However, by closely examining the text of Articles 326 bis 2 and 237, we can determine the definition of the customary document. Article 326 bis 2 stipulates that: "The contract is considered informal due to the incompetence or incapacity of the public officer or the lack of form, as a customary document if it is signed by the parties". (Didan, 2012, p. 68)

Article 326 bis 2 of the Civil Code stipulates that "The contract is considered informal due to the incompetence or incapacity of the public officer or the lack of form, as a customary document if it is signed by the parties."

1-4- Distinguishing between a customary contract and an official contract:

1.4.1. An official contract is defined as one in which a public employee, officer, or person charged with public service documents what he has done or received from the parties involved, in accordance with the legal forms and within the bounds of his authority and jurisdiction (Article 324 of the Civil Code).

By analyzing this article, we notice that it includes four basic elements: the official contract, the public official or individual entrusted with public service, the notary's or employee's authority, their jurisdiction, and official contracts issued by the public service charge.

1-4-2- Distinguishing between a customary contract and an official contract: Certain elements are necessary for the contract to be regarded official; if any or all of them are not met, the contract is deemed invalid solely for lack of officiality. However, this does not imply that the contract's behavior is illegitimate. Thus, it shifts from an official contract into a customary contract when the latter fulfils its conditions, and this is similar to the transformation of a void contract into another valid contract when its elements are accessible, and the contractual parties' intent is focused on it in accordance with what is stipulated in Article 105 of the Civil Code (Ahmed, 2005, p. 49).

The customary contract is distinguished from the official contract in terms of several points that we will mention as follows:

1- The official contract is drawn up by a public officer or a person appointed to public office in accordance with Article 324 of the Civil Code and the legal requirements, while the customary contract is drawn up by the parties among themselves or they assign the task of drawing it up to a service agent. (Naima H., 2009, p. 144)

2- The official contract has absolute validity in terms of its source and signatories, and what is stated in it cannot be refuted and its validity is dropped except by challenging it with forgery, whereas it is enough to expressly reject the signature in order to nullify the customary contract (Didan, 2012 , p. 68).

3- Everything mentioned in the official contract drawn up by the public officer is evidence against the contracting parties and their heirs Article 324 bis 05 and bis 06 states that in a customary contract, the rejection of the handwriting and signature serves as the sole point of reference, thus it makes no difference if they are present or not or if the content is confirmed or denied..

4- The date of the official contract is considered a correct date that can only be challenged by forgery, while the date recorded in the customary contract is not considered a fixed date except in the face of the parties only

5- The official contract is deemed ready for implementation on the date of drafting, with the exception of certain contracts, like leases and recognition agreements, that must be implemented after the time frame specified in the contract has passed. In contrast, customary contracts lack executive force and must be granted force of implementation by a court decision..

2. The evidential validity of customary contracts: The document created by the parties to demonstrate a legal act, either by themselves or by a clerk, is known as the customary document. It is signed by the parties and any witnesses, if any, without the involvement of the general public worker or a capable public official. As previously discussed, the President of the Municipal People's Council, his deputy, or the employee designated for this purpose authenticating the parties' signatures is not regarded as an official addition to the authenticated customary document because the authentication of signatures only serves to verify the identity of the signatory and does not attempt to prove the legitimacy or validity of the contract. This means that simply denying the debtor's handwriting or signature or disputing the validity of everything contained therein renders the contract invalid.(Zitouni, 2001, p. 35) the authenticity of this customary contract, which we will discuss in some detail.

2-1- The legality of the parties' customary contract: According to the Civil Code's Article 327: "The customary contract is considered to have been issued by the person who wrote it, signed it, or put his fingerprint on it, unless he explicitly denies what is attributed to him. As for his heirs or successors, they are not required to deny it, and it is sufficient for them to swear an oath that they do not know that the handwriting, signature, or fingerprint is that of the person from whom they received this right"(Didan, 2012 , p. 68). Therefore, the validity of customary contracts to their parties is raised from several aspects, in terms of its issuance by the person who signed it until the signatory denies it, and the customary contract has validity in terms of the validity of its content and facts. We will discuss these issues below:

2-1-1- The non-denial of the identity of the person to whom the writing and signature are assigned determines the legality of the customary contract against its two parties. The signatory is either silent regarding the recognition or denial, or he recognizes that the signature is his and that he issued the paper, or he rejects that he issued all or part of it.(Al-Sanhouri, 2000, p. 188). The silence here is considered an implicit acknowledgement that the customary paper was issued by him, and thus it is used as evidence against him. This silence is taken from him from the beginning. If he is silent at the beginning of the dispute and does not object to the customary contract, it is considered to have been issued by him even if he denies it later.

2.1.2. The validity of the customary contract in terms of the validity of the facts established therein: It is necessary to distinguish between this and the data that was issued by the signer of the usual document (material realism), as previously mentioned, is based on a temporary presumption that is dropped as soon as the document is denied without the need to challenge the forgery, and the validity of this data in itself (moral morale), and whether they are serious facts or fictitious. The person's admission of his signature on the axis or in his handwriting does not prevent him from challenging the subject of the document itself.

There is a presumption that all the facts are real and not made up if the customary document demonstrates, for instance, that a sale was made from one person to another and that the buyer paid the price. However, this presumption can be disproved by demonstrating the opposite.

The signatory may demonstrate to the opposing party that he did not receive the money or that this sale is fraudulent.

Although the signature is not restricted to denial in this case, it is his responsibility to demonstrate the opposite in accordance with the general rules, as it is only acceptable to demonstrate what contradicts the text in writing.

2.2. The authority of the customary contract to third parties: Customary documents are not considered evidence against third parties unless they have a fixed date. The date recorded in the document has no effect on third parties, as it can be brought forward or delayed to the detriment of the interest of third parties(Al-Sanhouri, 2000, p. 196).

The authority of the customary contract to third parties will be discussed, along with its issuing date, number of signatures, and validity of its content.

2-2-1- The authority of the customary document to third parties in terms of its issuance by the person who signed it: Evidence against third parties can be found in the customary document that was issued and attributed to the signer. It serves as proof for the creditors, the special successor, and the general successor, who is the heir and legatee of a piece of the estate. Unless the signature disputes its issue by him without contesting it by forgery, it is proof. The customary

document becomes evidence against the signatory and other parties if he admits it

2.2.2. The validity of the customary contract to third parties in terms of the validity of its content: The people against whom the legal action in the customary document is relevant and is regarded as an argument against them are third parties to the content of the document. They must thus demonstrate that the facts in the usual document are false, and they are free to do so in any way they see fit, including requesting that the action be declared invalid for a management error or because the subject matter and justification are unlawful..

It is clear from the above that the customary document, as it is an argument against its two parties, is also an argument against third parties in the validity of the data and facts established therein. The facts and data contained therein are considered an argument against third parties, as they are an argument against both parties, except for the date, which has another matter.

2-2-3- The authority of the customary contract to third parties in terms of the validity of its date: The customary document has a date that, until shown differently, is considered to be the date of writing or the completion of the transaction it contains. In order to prevent the heirs from contesting it, the two parties may decide to draft a customary document with a date prior to the disease that would cause death, a date prior to the guardianship ruling, or a date later than when one of the contracting parties achieves majority age. The customary contract or paper, therefore, has power between the two parties, but not over the general successor, who can establish that in accordance with the general norms of proof.

2-3- The customary contract's power to hold other parties accountable: In accordance with Article 328 of the Civil Code, "Unless the customary contract has a fixed date, it shall not be binding against third parties on that date. The date of the contract shall be fixed beginning on the date of its registration or the date on which its content was proven in another contract draughted by a public employee.. - from the day it was approved by a qualified public official. from the day that one of the people whose handwriting and signature appear on the contract passed away. Nevertheless, the court may decline to implement these settlement terms based on the specific facts."

2-3-1- Evidence of the customary contract's date of registration with the registration office as of that date: In accordance with Article 75 of Order 76-105 dated 09/12/1976, which contains the registration legislation, this registration is completed by sending copies of the contract to the registration office. In exchange for payment of the necessary fees, our office will retain a copy in the register created for this purpose and return the other copies to the parties after noting the date of deposit. Therefore, a specific date from the date

of deposit will be included in the customary document(Mahmoudi, 2009, p. 148).

2.3.2. Evidence that the customary document was created on the day that its contents were confirmed in another document created by a public servant:

When draughting a formal contract in front of a qualified public official, this is done. The contents of the customary document, its date, and the identity of its parties—all essential components of the customary contract—are mentioned in the formal contract. By summarising the terms of the customary contract without revealing its whole wording, the official contract establishes the date of the official contract as the fixed date of the customary contract

2-3-3- Proving the date of the customary document from the day it was signed by a competent public officer: This is done by presenting the customary contract to a public employee or public officer on the occasion of performing his duties or during them, and he signs it with a specific writing or sign indicating that this customary document was presented to him or that he reviewed what was stated in it, and he writes a date for that, which is considered a fixed date for the customary document.

2-3-4- demonstrating that the usual contract was made on the day one of the signatories passed away: If the individual who draughted and signed the contract dies and the conditions of the agreement are met, the date of death is the day that the customary contract will be enforceable. This is true regardless of whether the deceased was an initial party, guarantor, or witness(Al-Sanhouri, 2000, p. 242), However, it must take place simultaneously with the signing of the usual contract rather than subsequently, as the date of death of one of the signatories to the contract offers unmistakable evidence that the contract was issued before his passing

3. The problem of customary contracts: The Algerian legislator tried, after independence, to control the real estate policy inherited from French colonialism, so he took the initiative to enact laws and regulatory texts to ensure the stability of real estate transactions and control various ownership documents, but all these attempts failed due to their clash with the disputes resulting from customary contracts, mostly due to their reliance by the contracting parties to a large extent, whether out of ignorance or because of their ease. We will address these problems as follows:

3-1- The problem of customary contracts in terms of evidentiary force and the real estate registry:In this section, we will address the problem of customary contracts in terms of evidentiary force as a means of proof relied upon by its parties, and then in terms of the recognition of the real estate registry of customary contracts with a fixed date in particular.

3-1-1- Regarding the strength of the evidence, the Algerian lawmaker made a distinction by embracing the usual contract with a fixed date to prove real estate

ownership between two stages: the stage of customary contracts drawn up before January 1, 1971 and customary contracts drawn up after January 1, 1971, which is the effective date of the Notarization Law No. 70-91 dated 12/15/1970. Before the issuance of the Notarization Law by Algerian legislation, there were several legislative attempts to purify real estate ownership and establish it on sound foundations, all of this after a period in which the work of French laws was extended, which relied on the principle of consent only, in addition to the two elements of the subject and the reason, which was confirmed by Article 1582 of the French Civil Code, which was previously discussed, and the provisions of French law were applied for some time in everything that does not conflict with national sovereignty(Qasouri, 2021, p. 127).

After the issuance of Order No. 70-91, which includes the notary profession, all doors were closed to customary transactions in real estate, due to the Algerian legislator's requirement of official writing under penalty of nullity, according to what we find in Article 12 thereof, on official contracts that include the transfer of ownership of real estate and real estate rights must be drawn up under penalty of nullity in the official form, and the price must be paid to the notary. This is what Article 12 of Order No. 70-91 dated Shawwal 17, 1390 AH corresponding to December 15, 1970 AD, which includes the organization of notarization: "Contracts involving the transfer of real estate or real estate rights, commercial or industrial venues, or any of their components, the surrender of shares in a company or a portion of it, agricultural or commercial lease agreements, contracts for the management of commercial spaces, or contracts for industrial establishments, in addition to those that the law mandates be subject to an official form. These contracts must be draughted in an official manner and the notary fee must be paid in order to avoid nullity"(Qadouj, 2004, p. 187).

Article 61 of Decree No. 76-63 of March 25, 1976, establishing the real estate registry, stipulates: "Every contract that is the subject of publication in a real estate registry must be submitted in the official form".(Qadouj, 2004, p. 74)

Accordingly, violating these articles results in absolute nullity, considering the rule of officialdom in real estate transactions as a matter of public order, which the parties may raise at any stage of the lawsuit and the judge may raise it on his initiative, and whoever has an interest has the right to adhere to it against whoever invokes the customary contract and its instigator to claim ownership or another real estate right.

3-1-2- The problem of customary contracts in the real estate registry: Many members of society resort to customary bonds to prove their contractual transactions, so they sign and write them without the intervention of a competent public employee, as they are an easy and fast means, in addition to the lack of costs and burdens of fees and taxes. The Algerian legislator had taken into account the validity of customary contracts and gave them a place with official

contracts, and this for customary contracts with a fixed date before March 1961 at first, then extended to December 31, 1970, which is what Article 328 of the Civil Code confirmed in its text. Contracts entered before December 31, 1970, mentioned in the first, second and third paragraphs thereof, there is no doubt that they are included within official contracts(Saadawi, p. 21), which the legislator confirmed on many occasions and the judiciary agreed with him in that(2006, p. 435).

The application of the fourth paragraph of the same article, which states that the legislature granted the customary contract legal validity from the date of death of one of its parties who has written or signed the customary bond, presents a dilemma. This passage continues to cause a lot of dispute about the real estate registration.

Although the rule of establishing the date is explicitly stipulated in the text of Article 328 of the Civil Code, the real estate registries only recognize the case of registration of a customary contract, considering that it has a fixed date, because the practical application has shown that many of the documents with a fixed date drawn up before January 1, 1970, were artificial and forged, so the majority of real estate preservation services have worked to limit the process of publicity by deposit to documents whose date is proven by registration(Omar, 2003, p. 19).

The General Directorate of National Property, in Memorandum No. 6124 dated 12/17/1995, clarified to the land registrar of the Tebessa province, in response to an inquiry addressed to it by the latter, which states that the procedures for demonstrating customary contracts are restricted to the situations listed in Article 328 of the Civil Code. According to the memorandum, the registrar just needs to examine the papers that were sent to him in order to validate the first three instances. about the fourth scenario outlined in Article 328/4, a ruling must be made about whether the line or signature belongs to the dead. The land registrar has no authority over this issue; instead, the judiciary has jurisdiction.

3-2- The problem of customary contracts with survey committees:

Customary contracts are drawn up by individuals without interference from any party or authority, which makes their content inaccurate. This is one of the many problems that survey teams face while performing their tasks. In addition to the issues facing the landowners, which we shall go into more depth about below, the most significant of these issues is that the area of the properties in customary contracts is wrong or that the borders are erroneous:

3-2-1- The problem of customary contracts due to the invalidity of the area:

The area of the property in the customary contract is determined approximately, which constitutes an obstacle for investigators. The customary contract may stipulate a specific area, and in reality, the possessor occupies an area less or more than that in the agreement. This is sometimes caused by the growth in the occupancy of the lands next to their emptiness, which causes a bored thought to

gradually take root in people's minds. The technical teams' efforts to decide which of the two areas should be pursued are impacted by this geographical discrepancy, which necessitates resorting to other procedures that are often less accurate, such as questioning the neighbours and everyone related to the property or relying on more advanced means, namely aerial photography. All of this takes a long time to reach the actual area that will be recorded in the real estate register. We will discuss in my procedural the invalidity of the area due to aerial photography and due to the statements of individuals.

3-2-2- Changing the area due to individual statements: The real estate survey process depends mainly on the statements of individuals, including owners and neighbours, during the real estate investigation, which makes the declared areas uncertain. Due to the lack of awareness of some individuals, they believe that the technical teams are affiliated with the tax authorities and administration, so they declare only part of their ownership to evade the taxes that will be imposed on them, such as someone declaring the built area without the unbuilt area, only for the owner to be surprised later that he has lost part of his ownership, so he files an appeal to add the undeclared area.

In addition to persons in possession without precise customary documents, such as if the customary contract includes a specific area and the owner declares a much larger area, or in the case of properties whose owner is unknown and which are in the possession of a person and to facilitate the task of surveyors with regard to properties occupied by individuals without official documents such as a certificate of possession, for example, the general instruction dated July 6, 1994 issued by the Ministry of Finance and related to the survey stipulated that the possessor who has obtained a certificate of possession shall not be investigated in his possession, and he shall be considered a possessor in good faith with a document that enables him to acquire the property by prescription, and the role of the surveyor in the investigation shall be limited to stating the identity of the possessor and his possession document, but this instruction was replaced by Instruction No. 16 dated May 24, 1998 related to the conduct of land surveying and real estate numbering operations, which mentioned the legally recognized ownership documents, without referring to the certificate of possession(Pasha & Zerrouki, 2018, p. 74).

Real estate investigations are public procedures in the real estate survey process and they depend on official and customary contracts and documents, as well as on the testimonies and statements of individuals regardless of their characteristics in the absence of documents proving ownership. The problem that arises here is the case of false statements made by the possessors to support their positions or made by neighbouring landowners in collusion with the possessors. The actual possessors may include the properties adjacent to the properties under their possession, taking advantage of the absence of their

owners, and they include them on the basis that they belong to them. These statements result in ownership documents represented in the real estate registers, which do not reflect the true status of property rights, which results in depriving owners of part of their properties and sometimes depriving them of their entire wealth, which affects the credibility of the investigations, which are the basic pillar of the real estate survey process, and therefore the real estate register loses the necessary evidentiary force to achieve credit(Naima H. , 2009, p. 155).

3.2.3. The problem of customary contracts due to inaccurate boundaries:

The process of determining boundaries through surveying works is an essential element to ensure sound and accurate results in the survey and the resulting property rights that crystallize and are settled within the real estate register. Customary contracts usually determine the boundaries of the property inaccurately, so the properties become overlapping and it is difficult to determine the boundaries separating them, which raises disputes between neighbouring owners, as each one of them adheres to the boundaries that suit him, which requires intensive investigations and summoning neighbouring owners to sort and scrutinize these boundaries and end the disputes between them. However, if an amicable solution is not reached that puts an end to these disputes, the Real Estate Survey Committee refers them to the Real Estate Court to settle the dispute, which is a procedure that may take a long time and contribute to obstructing and delaying the survey operations(Naima H. , 2009, p. 151), but the boundaries may be affected and changed for other reasons:

3-2-3-1- Changing boundaries for natural reasons: Real estate is often represented by plots of land that are considered components of nature, which makes them affected by all natural and climatic conditions such as sand encroachment, soil erosion and other factors that inevitably affect the boundaries of these lands and the resulting infringement of the rights of the owners. The most prominent of these cases is the case of a valley being centred between two plots of land belonging to different owners. Over time, the valley, as a result of the water flowing through it, widens on one side and narrows on the other, which results in an increase in the area of the land of the first owner at the expense of the land of the second owner, who thus loses part of his ownership. This is a situation that is common among rural residents, and this change in the boundaries of the lands due to the course of the water is tolerated.

3-2-3-2- Changing the boundaries between municipalities: This situation arises when a property is located on part of one municipality and the other part on part of a second neighbouring municipality. As a general rule, it is not permissible to divide a property owned by one person, whether natural or legal, between two municipalities, which requires it to be annexed to one municipality and the other to relinquish it. This results in changing the boundaries between the two municipalities, up or down, which requires approval from the central

bodies. The mayors often cling to their boundaries and categorically refuse to change them, which negatively affects the surveying operations and delays them.

3-2-3-3- The problem of the occupants of the lands of the tribe: The lands of the tribe are the internal lands located on the edge of the semi-desert lands and are subject to exploitation by the tribes and families that make up the tribes according to the customs inherited for centuries, provided that they are used collectively and jointly, as they do not accept division, sale, or inheritance(Shama, 2002, p. 11).

It has an agricultural orientation that is exploited collectively and Under the guidance of the relevant administration at the time, they are only permitted to utilize it while adhering to local norms and Islamic legal restrictions. The main challenge facing the French colonialists is this. faced during the occupation period to own these lands and in an attempt to seize them, a set of laws were issued that allowed the colonists to deal in the lands of the throne and also to organize special procedures called search procedures to give ownership of the lands to their holders, by ownership deeds that are delivered by the Governor-General of Algeria. This law remained in effect until independence, and transactions in the lands of the throne are carried out according to this law in the form of a stand-by sale with a condition with the lease *Vente conditionnelle et bail*, which means that the buyer does not become the final owner of the property subject to the transaction until after completing the search procedures for ownership. During that, the seller relinquishes to the buyer his right to exploit it based on a permanent lease with no specific term until obtaining the title deed in exchange for an agreed amount, thus transforming large areas of the character of the lands of the throne into the lands of the king(Bouchnafa, 2006 , p. 43).

After independence, the search procedures were halted, the buyers did not receive their final ownership documents, and no approval decision was issued regarding them by the Governor-General of Algeria, which created many problems on the practical level(Pasha & Zerrouki, 2018, p. 178).

After independence, the occupants of the throne lands continued to benefit from them due to the extension of the French laws, which created the belief among them that they were their exclusive property, but with the issuance of Order No. 71-73 dated November 8, 1971, including the Agrarian Revolution Law, these lands were attached to the Agrarian Revolution Fund and thus became state property, putting an end to the disputes that arose over the legal nature of the throne lands, which the beneficiaries had demanded before the issuance of this law to recover them on the basis that they were their owners from father to son, and despite this, their holders confront the technical teams tasked with carrying out field investigations, trying to convince them that they are the actual owners

of these lands, either by presenting customary purchase contracts as evidence of proof of ownership or by presenting partial investigation documents or total investigation documents, but Sander does not have the approval decision issued by the Governor General of Algeria, without talking about objectors without documents(Naima H. , 2009, p. 158).

3.3. Examples of the problem of customary contracts: Customary contracts are considered the most widespread means that individuals resort to in concluding their legal transactions, especially transactions transferring real estate ownership, due to the ease of their procedures and the low costs compared to official contracts, although the legislator has ended the debate regarding this issue by issuing Order 70-91 including the documentation law, thus the process of transferring real estate ownership requires official status for its validity, but the practical reality proves that customary contracts still dominate the field of real estate transactions, which is reflected in the disputes brought before the courts that raise the problems that result from customary contracts, especially in real estate ownership transfer transactions.

3-3-1- The problem of the customary sale contract and the tenant of the sold property: The content of this problem is that a person buys a property from another person under a customary contract, and this property is the subject of a lease contract between the seller and a third party. Is it permissible here for the buyer to demand from the tenant the rights that the landlord has before the tenant, such as the right to rent, the right to cancel, and the right to evict? It is known that the customary contract is void and only creates personal obligations towards the seller, and therefore the buyer has no right to demand any direct right from the tenant because he does not have the legal capacity required for that, and until he acquires this capacity

3-3-2- The problem of the customary contract and pre-emption: One of the problems raised by the customary sale contract is the extent to which the buyer of the property may request, through a customary contract, his right to take pre-emption when its conditions are met. Article 794 of the Civil Code defines pre-emption as follows:

“Pre-emption is a license that allows substitution for the buyer in the real estate sale contract under the conditions and circumstances stipulated in the following articles.”

Article 795 of the Civil Code states that: “The right of pre-emption is established, taking into account the provisions stipulated in the order related to the agricultural revolution: - To the owner of the property if all or part of the right to benefit appropriate to the property is sold.

- To the partner in common ownership if part of the common property is sold to a foreigner.

- To the owner of the right to benefit if all or part of the property is sold”(Didan, 2012 , p. 154).

Since the customary contract does not transfer real estate ownership and all that arises from it are merely personal obligations, while the right to exercise pre-emption requires formality starting from the acquisition of the property or title or usufruct right until the issuance of the judgment, which confirms that the buyer in a customary sale contract may not request the exercise of pre-emption based on his ownership of the property subject to pre-emption under the customary purchase contract.

3.3.3. The problem of the occupants of the throne lands: Although the legal nature of the throne lands has been known since ancient times that their occupants have only the right to use them without the right to dispose of them by sale, division or inheritance, after independence, the beneficiaries of them demanded, before the application of the Agrarian Revolution Law, their return on the basis that they owned them from father to son, and thus the legislator explicitly confirmed that the throne lands belong to the state in the text of Article 13 of Order No. 95-26 dated 09/25/1995, which amended the text of Article 85 of Law No. 90-25 dated 11/18/1990 containing the Real Estate Guidance Law, which stated: “The throne lands and municipalities incorporated into the National Fund for the Agrarian Revolution by virtue of Order No. 71-73 dated 08 November 1971 remain the property of the state, in accordance with Article 18 of Law No. 90-30 dated 1 December 1990 containing the National Property Law”(Qadouj, 2004, p. 27).

4. Proposed solutions for settling customary contracts legislatively and judicially:After the issuance of Order No. 70-91 dated December 15, 1970, which included the Notarization Law and the entry into force of the Notarization Law on January 1, 1971, the position of the Algerian legislator on customary contracts became clear, especially in the transfer of real estate ownership, as it stipulated official status in all real estate transactions under penalty of absolute nullity in the event of a violation, and then customary contracts became not constituting documents proving real estate ownership, and this led to the protest of holders of customary contracts, which made the legislator intervene many times to settle the problems that required the intervention of the judiciary each time, especially since the judiciary was divided into two different directions, one of which took the validity of customary contracts to prove real estate ownership and the other ruled that they were invalid. We will discuss below the solutions adopted by the legislator to settle the problem of customary contracts in the first requirement and the position of the judiciary on this issue in the second requirement.

4-1- Proposed legislative solutions: The requirement of official writing to establish some legal transactions, especially those related to real estate, under

penalty of absolute nullity as a penalty for violating it, under Order No. 70-91 containing the Notarization Law dated December 15, 1970, caused many problems, especially since the legislator in many situations excluded customary contracts from the means of proof about real estate transactions, which created many consequences in the practical field, since the legislator himself did not issue clear and consistent texts, but rather extended the application of the legislation in force before independence except for what conflicts with national sovereignty, so customary contracts prevailed during this period, which resulted from the terrible legal vacuum in the legal texts and their suitability for a newly independent society(Ahmed, 2005, p. 80).

Prior to the documentation law's enactment, the procedure of transferring and demonstrating real estate ownership was lawful without the need for an official form. When the Algerian legislators switched from the personal registration system that was in use at the time to the new system of real estate registration by Order No. 75/74 dated November 12, 1975, which included the creation of the real estate registry and the preparation of the general land survey, the customary form was adequate to establish the principle of consent that predominated and characterized real estate transactions during that time. However, the availability of the contract's elements known within the general rules of subject matter and reason.(Omar, 2003, p. 18), The legislator frequently intervened to correct customary contracts with a fixed date because of the pervasiveness of these agreements and the issues that arose when the technical teams conducted field investigation operations as part of the general land survey operations. This was completed in a number of steps, which we list below:

4-1-1- Correction of fixed customary contracts before March 1, 1961: This period witnessed a series of customary contracts that can be classified as follows:

A- Bonds inherited from the Ottoman era and which are in the possession of some individuals or some administrations or even the National Archives.

B- Bonds issued during the colonial era and which were organized by the colonial administration according to time and place, and included the following:

1. Customary contracts registered before March 11, 1936: Before the issuance of this decree, which stipulates the implementation of the provisions of the decree issued on October 30, 1935, regarding the amendment of the real estate mortgage registration system, customary contracts may be registered directly by the parties in the relevant real estate mortgage registry, and thus their bond is organized with all its legal effects towards third parties(Omar, 2003, p. 20).

2. Customary contracts registered after March 11, 1936: This is the date of the decree that made the decree issued on October 30, 1935, in France applicable in the colony, and according to it, the signatories of customary

contracts were obligated to deposit their contracts with the notary within a period of three months from the date of their signing.

3. Customary contracts relating to real estate properties belonging to the people of the Kabylie region that were drawn up after October 24, 1946, since these documents have the force of proof regarding real estate ownership, because the decree issued on February 9, 1947, organized a special month for real estate transfers in Kabylie, and according to it, the owners of non-French-owned lands located in the countryside of the Kabylie region, including the state of Tizi Ouzou and the district of Bejaia, are obligated to submit to the formalities of registering real estate mortgages for them to become effective against third parties.

To correct these customary contracts mentioned above and issued before March 1, 1961, the legislator intervened by issuing Decree 80-210 dated September 13, 1980, amending and supplementing Decree No. 76-63 dated March 25, 1976, relating to the establishment of the real estate registry, such that the holders of these contracts were explicitly exempted from the preliminary procedures for registering real estate rights in rem, known as the rule of prior registration (Mahmoudi, 2009, p. 152), so these contracts, by this decree, acquired official status in line with the real estate registration pattern followed during the period. We will discuss the real estate registration pattern during the period before March 1, 1961.

4-1-2- The legal system applied to customary contracts before March 1, 1963: The French colonizer, as soon as he occupied Algeria, thought of having an effective means to confirm this occupation, including all vital fields that would enable the exploitation of Algerian lands. For this reason, the colonial administration introduced various laws to implement them to enhance the control of all actions and contracts transferring ownership to seize the lands of Algerian citizens and grant them to settlers. Thus, the settlers expanded little by little until they seized the largest number of lands that were in the hands of Algerians. The laws related to real estate ownership continued to be issued from time to time and amended until the issuance of Decree No. 59/1190 dated October 21, 1959, which included a radical change to the real estate registration system in Algeria, the deadline for its implementation of which was set from March 10, 1961, across the entire national territory, except the states of the Oases and Saoura at that time (Bouchnafa, 2006, p. 44).

The application of this decree resulted in the parties being directed before the courts to prove the validity of customary contracts through judicial rulings directed to be registered at the real estate registry (Mahmoudi, 2009, p. 152).

This decree was in accordance with the rules and procedures regulated by Decree No. 55/22 dated January 4, 1955, which included a radical change to the real estate registration system in France, which was in effect in Algeria, and

which contained the principles of the personal registration system(Bouchnafa, 2006 , p. 44).

Article 4 of Decree 55/22 on real estate registration stipulated that: “Every contract registered in one of the mortgage offices must be registered in the official form”, however, it enabled real estate dealers to accept customary contracts relating to real estate transactions(Mahmoudi, 2009, p. 153).

A cursory reading of this article's text suggests that in order for real estate ownership and property rights to be officially recorded, the law mandates that contracts pertaining to both the real estate being sold and the parties to the transaction be fully identified using birth certificates.(Bouchnafa, 2006 , p. 44).

Nonetheless, this article's view demonstrates that the formal contract's need was to guarantee the registration of real estate to protect others. It did not stipulate that the contract be concluded in official form but rather required it to be entered into the official form, which means that the contracts intended for registration aim to establish evidence against people without compromising the legality of the concession made by the two parties in accordance with the usual contract, which was confirmed by the decree dated October 14, 1955, amending Decree No. 55/22 dated January 4, 1955, and it remained in effect as a basis for adopting the correction of customary contracts by what was stated in Decree No. 80-210 dated September 13, 1980, amending and supplementing Decree No. 76-63 dated March 25, 1976, relating to the real estate registry (Mahmoudi, 2009, p. 153)

4-1-3-Among the cases of intervention that the Algerian legislator highlighted was the issuance of Decree 80-210 dated September 13, 1980, amending and supplementing Decree No. 76-63 dated March 25, 1976, relating to the establishment of the real estate registry, as Article 03 thereof amended Article 89 of Decree No. 76-63, to state the following:

“The rule included in the first paragraph of Article 88 above is exempted:

- When the right of the disposer or the last right holder results from a document that acquired a fixed date before March 1, 1961.”

According to this decree, customary contracts with a fixed date before March 1, 1961, acquired their legal form, and Consequently, they were released from the added effect concept of publication or what is known as the term prior publication (Omar, 2003, p. 20)according to what is stated in the text of Article 88 of the same decree.

Article 88 of Decree 76-63 stipulates: “No advertising procedure may be carried out in the real estate registry in the absence of prior or comparative advertising of the contract, judicial decision or certificate of transfer by death, proving the last right holder, taking into account the provisions of Article 89 below...”(Qadouj, 2004, p. 81).

The courts have established the validity of customary contracts involving real estate transactions after the parties submit a certificate from the municipality proving that the property is not included in the National Agricultural Revolution Fund or within the real estate reserves of the municipality. Thus, judicial rulings have been issued proving the legitimacy of the traditional sale without the requirement to accurately identify the property or the real estate right at issue, which has resulted in practical difficulties during the process of registering it in the real estate registry, which exposes it to a decision to reject the deposit for violating the provisions of Articles 100 and 101 of Executive Decree No. 76-63(Mahmoudi, 2009, p. 154).

4.1.4. Correction of fixed customary contracts before January 1, 1971: Algeria applied, after extending the previous legislation, Order 62-157 dated December 31, 1962, which resulted in the application of an optional real estate preservation system that takes into account the formality of contracts that comprise real estate or real estate rights transactions and are meant to for registration only to be used as evidence against third parties(Mahmoudi, 2009, p. 156). We will discuss two cases of the legislator's intervention to try to correct the course of real estate transactions under customary contracts as follows:

1.4.1.4. Presidential Decree dated 06/30/1976: This presidential decree dated 06/30/1976 was issued to correct customary contracts with a certain date and ended prior to March 5, 1974, when the Real Estate Reserves Law went into effect, using unique processes that required the courts to look into the parties' claims regarding the legality of the sales contracts. However, this decree did not find an echo in the courts because it was nothing more than a translation of the government's Order No. 74/26, in addition to the fact that it violated what was stated in Order No. 70-91 dated 12/15/1970 regarding documentation, which requires real estate transactions to be emptied and written in their official form under penalty of nullity. This decree also opened the door for contracting persons to evade the procedures imposed by the Documentation Law by not specifying a deadline for correcting customary contracts, and that Customary contracts do not need to be registered with the Tax Inspectorate's Registration and Stamp Service in order to be given a specific date (Omar, 2003, p. 23).

4-1-4-2- Executive Decree No. 93-123: Under Executive Decree No. 93-123 dated May 19, 1993, modifying and adding to Decree No. 76/23, issued March 25, 1976, which established the real estate registration and prolonged the time frame for the use of customary contracts from March 1 to January 1, 1971, customary contracts established before this date acquired an official status. Among the justifications for this The exception is that prior to this date, the parties to a contract might choose whether or not to register their agreement at the real estate registry level (Omar, 2003, p. 22).

Thus, customary contracts acquire their official form without resorting to the courts to prove their validity, as was the case under Decree No. 80-210 dated 09/13/1980, as the contracting parties resort to the competent notary to draw up a deposit contract that is registered with the competent real estate registry, provided that the property subject to the deposited contract is precisely specified to eliminate ignorance and that the full data of the contracting parties and all information that facilitates the control of the real estate card are mentioned, with the notary exempted from mentioning the origin of ownership and prior registration stipulated in Article 88 of Decree 76-63(Mahmoudi, 2009, p. 156).

4-1-5- The post-January 1, 1971 stage: After the issuance of Order No. 70-91 dated December 15, 1970, which included the notary profession, which came into effect on January 1, 1971, the legislator closed all attempts in the face of customary real estate transactions by stipulating their invalidity unless they acquired the official form by writing them in an official form, which is what was stipulated in Article 12, which explicitly required official writing in all real estate transactions under penalty of absolute nullity.

What can be concluded from the legislator's position on customary bonds is that he decided his position regarding customary contracts in real estate transactions from the proof, so he approved their validity if they were written before the entry into force of the notarization law, with the order to correct them so that they would have the necessary evidence to prove the right to real estate ownership, while those written before January 1, 1971, are considered null and void.

4-2- Proposed judicial solutions for settling customary contracts: Judicial jurisprudence in Algeria has known different positions in interpreting and applying legal texts, whenever it comes to real estate transactions concluded through customary contracts. Despite the clarity of the legal texts, the Supreme Court has often not gone along with them, but rather accepted the validity of customary contracts, and thus the judiciary was divided between a team that takes the text of Articles 12 of Order 70-91 and Article 324 bis 01 of the Civil Code, and another team that considered contracts an expression of will, which called for the necessity of holding a joint deliberation to adopt a unified position for the Supreme Court in this regard. Therefore, We will talk about the methods the courts have taken to address issues brought about by customary agreements made in real estate transactions, striking a balance between the necessities of justice and the legal restriction. First, we shall talk about the remedies that the judiciary has chosen to correct customary contracts with a fixed date after January 1, 1971, then the legal bases for the judiciary's refusal to recognize customary contracts with a fixed date after January 1, 1971, and finally we will discuss the unification of the judiciary between the two parties.

4-2-1- The judicial position supporting the validity of customary contracts established before January 1, 1971: The Supreme Court gave customary contracts full validity in the process of transferring real estate ownership by supporting the rulings that ruled the validity of these contracts and thus obligating the seller to go to the notary to complete the final contract procedures with the buyer. The ruling was considered as a contract, as officiality, according to this group, is not a pillar for the conclusion of the contract, but rather a condition for proof, which was confirmed in its decision issued on February 7, 1990, from its civil chamber under No. 57930, which states: If the sale contract for a property was concluded between the seller and the buyer and its elements were complete in terms of consent, subject matter and price, and the seller did not deny this or dispute its elements, then the court must complete the deficiency represented by officiality.

It was also stated in a decision issued by the Civil Chamber of the Supreme Court on November 19, 1990, under No. 61796, unpublished: "Whereas the judges of the subject matter should have discussed Articles 351-361 of the Civil Code and not Article 12 of Order 70-91, which is not applicable in the present case, and that the legislator intended to allocate a place for The Supreme Court's May 5, 1995, Civil Chamber decision under No. 181108, unpublished..., confirmed the trend that "the customary contract in legal relations and it is considered in the eyes of the law a source of obligations between the two parties." The judges of the subject matter correctly applied the law by sending the two parties to the notary to complete the final sale procedures, and that the plaintiff cannot claim a breach of Article 12 of Order 70-91, which came in favour of the public treasury and the real estate registry only(Mahmoudi, 2009, p. 159). It is clear from these two decisions that the team that adopted the authority of customary contracts based its belief in the application of Civil Code Articles 351 and 361 and, conversely, keeping pace with the social reality imposed by the political and economic circumstances of that period.

4-2-1-1- Meaning of Civil Code Articles 351 and 361: According to Article 351 of the Civil Code, a sale is a contract in which the seller agrees to give the buyer possession of an item or financial right in return for a monetary payment"(Mahmoudi, 2009, p. 160).

Article 361 of the Civil Code states: "The seller must take the required steps to provide the buyer the sold right and abstain from any act that would make the transfer of the right difficult or impossible" (Didan, 2012 , p. 73)

The team that took the authority of the customary contract based its position on the interpretation of Articles 351 and 361 of the Civil Code mentioned above, considering that the customary contract creates obligations between two parties that are protected by law since ownership is fixed and that Article 12 of Order 70-91 was issued in favour of the public treasury. Accordingly, the official

nature is not a pillar of the contract of sale, but rather pertains to contracts intended for registration to protect and inform others, which is what was stated in the Supreme Court's decision dated December 19, 1990, which was not published, that: " According to the contested decision, the judges of the subject matter discussed the customary contract that was drawn up on April 9, 1981, and they found it to be valid. They also found that it created obligations between the two parties under Articles 72, 351, and 361 of the Civil Code, and that ownership is fixed. The legislator also intended to allocate the status of the customary contract in legal relations, and the judges of the subject matter concluded that the customary contract is a source of obligation between the two parties in the eyes of the law." (Didan, 2012 , p. 75).

4-2-1-2- The judiciary's attempt to keep pace with social reality: In addition to circumventing the provisions of the Agrarian Revolution Law on the one hand and the real estate reserves in favor of municipalities on the other, the chaos that followed independence, the abrupt closure of the majority of notary offices, and the acceleration of real estate speculation by using customary contracts to purchase lands and real estate of various types in order to build housing that keeps up with the noticeable population growth without prior legal authorization—all of which required the judiciary to intervene with some flexibility while taking the requirements of justice to protect the holders of these contracts. The decision on the legality of customary contracts was rendered subsequent to January 1, 1971, As a result of the public authorities' attempts to address the negative effects of inspection in the implementation of the Agrarian Revolution Law and the real estate reserves in favor of municipalities during this time, as well as attempts to resolve the phenomenon of chaotic construction, which is addressed in the presidential circular dated June 30, 1976, and the attempt to keep up with reality at the expense of the legal prohibition established by the Civil Code and the laws related to the general survey of lands, (Mahmoudi, 2009, p. 163).

4-2-2- The judicial position rejecting the validity of customary contracts established before January 1, 1971: The position of this group was clear and firm, ruling the invalidity of all real estate transactions and actions concluded between the parties and drawn up under customary contracts after the issuance of Order 70-91 dated 12/15/1970, which includes the profession of documentation, especially the text of Article 12 thereof, which requires official status and listed the contracts that must be emptied in the official form under penalty of absolute nullity, It bases its stance on the requirement of applying the law without considering social realities, and the most significant of these are transactions involving the transfer of real estate ownership or a real estate right (Mahmoudi, 2009, p. 167)

4-2-2-1- Application of Civil Code Articles 792 and 793 as well as Article 12 of Order 70-91: "In addition to contracts that the law requires to be subject to an official form, contracts that involve the transfer of real estate, real estate rights, commercial or industrial premises or any of their elements, or the relinquishment of shares in a company or part thereof, or lease contracts for the care of the owner or the owner of the premises or industrial establishments, must be drawn up in an official form, with the price paid to the notary, under penalty of nullity," reads Article 12 of Order 70-91 of December 15, 1970, which regulates the notary profession"(Qadouj, 2004, p. 187).

According to Article 792 of the Civil Code, a contract transfers ownership and other real interests in real land, providing that the thing is owned by the disposer by Article 164, taking into account the following texts(Didan, 2012 , p. 154).

"Ownership and other real rights in real estate, whether between the contracting parties," according to Article 793 of the Civil Code parties or against third parties, shall not be transferred unless the procedures stipulated by law are observed, especially the laws that manage the interest of real estate registration"(Didan, 2012 , p. 154).

By examining the texts of the above-mentioned articles, it becomes clear that real estate transactions must be written in official form, respecting the procedures of real estate registration, under penalty of absolute nullity, and that the transfer of real estate ownership does not exist between the two parties and concerning third parties except the date of their registration in the group of real estate cards, as the Supreme Court ruled in a decision issued on October 21, 1990, under No. 68467: that the registration process is the only one that transfers real estate ownership between the contracting parties and third parties, and it is a step in forming the real estate registry, as long as the rules of registration of official documents require taking into account the principle of prior registration to know the chain of circulation of real estate funds(Mahmoudi, 2009, p. 169).

4-2-2-2-Applying the law is more important than keeping up with reality: The proper application of the law requires respecting its mandatory rules and avoiding its prohibitions while ensuring that it is applied accurately and strictly. It is not permissible to violate it in response to requests from the owners of customary contracts who claim that the harsh circumstances have forced them to resort to drafting them, thereby violating what the law explicitly orders, which in itself is considered a departure from the course of the law, which necessitates imposing the appropriate penalty for this act, which is to consider similar actions null and void and without any authority.

4-2-3- Unified Judicial Trend: The dispute over the legality of customary contracts was resolved when the Supreme Court's combined chambers convened due to the disparity in its rulings and the issues arising from the application of legal rules regarding the formalisation of contracts involving real estate

transactions with a fixed date after January 1, 1971. It issued a decision dated February 18, 1997, numbered 136156, which stressed the need to respect the text of Article 324 bis 1, and accordingly ruled that the transactions on real estate drawn up under customary contracts were invalid and the parties were returned to the state they were in before concluding the customary contract. This trend was in line with the special laws that required compliance with formal conditions in real estate transactions under penalty of invalidity, in line with the effort to establish the real estate registry.

Conclusion:

Since the date of its recovery of its sovereignty, the Algerian state has sought to work hard to control real estate transactions related to properties of various types, due to the difficult situation left by French colonialism. The legislator issued several legislative and regulatory texts during several stages. Perhaps the biggest challenge faced by the legislator was the legal and practical problems caused by the customary contracts drawn up including real estate transactions, especially in the lands of the throne and customary contracts with a fixed date before and after the date of issuance of the order regulating the notarization profession.

Through the study in which I addressed the problems imposed by customary contracts, I reached several conclusions that I will mention in summary as follows:

- Customary contracts are contracts and documents drawn up by individuals without the intervention of the competent public officer or public employee, and although they do not fall into a specific formality, it is required for the validity of protesting them as a means of proof that they are written and signed.
- Customary contracts with a fixed date drawn up before the issuance of Order No. 70-91 dated December 15, 1970, regulating the notary profession are essentially valid and transfer property rights as well as accessory property rights, except transactions occurring between 1956 and 1970. The parties to the contract must present the administrative license issued to them by the governor under Decree No. 64/15.
- Customary contracts drawn up after the issuance of the Notarization Law on December 15, 1970, do not affect the transfer of real estate ownership and property rights, and only result in personal rights for their parties. They are null and void according to the provisions of the law and the decision of the combined chambers of the Supreme Court dated February 18, 1997. Any interested party may request their annulment, and the judge may raise them automatically.

Despite all the tremendous efforts that the legislator seeks to control real estate transactions within an organized and codified framework, individuals are reluctant to follow it, as customary contracts are still the appropriate refuge for them to conclude their actions and real estate transactions for many reasons, including individuals owning real estate within the lands of the throne without deeds or with non-final deeds, others owning plots of land for a long period and then selling them with customary contracts, and thus the new owners are faced with the lack of an official origin for these plots that remain with each new customary sale contract, in addition to the speed and ease of customary transactions, as they do not require ownership or depositing the price with the notary. It can be said that the procedures imposed to write official contracts are the same ones that encourage individuals to pour their transactions into

customary contracts. Therefore, I would like to conclude this study with a set of suggestions that I believe may contribute to solving the problem of customary contracts that include real estate transactions, including the following:

- The general inventory of national property must be completed, which allows the state to count its properties, enabling it to manage their movement appropriately.
- Completing the general land survey process, which allows the purification of private real estate property to launch a real real estate reform, and create a free real estate market.
- Amending tax laws to reduce the costs of real estate registration and registration to encourage individuals to deal with official contracts in transferring real estate ownership and real estate property rights.
- Raising awareness and educating citizens, especially in rural areas, to write their transactions transferring real estate ownership and real estate property rights in the official form stipulated by law, to preserve their rights and protect others

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