

TAHIMIK RAMIREZ, PETITIONER VS. ATTY. JAIME S. NER, RESPONDENT.

Adm. Case No, 500. September 27, 1967

Ponente: MAKALINTAL, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/5ce997d68e7e/>

MAKALINTAL, J.:

This is a proceeding for disbarment.

Respondent Jaime S. Ner, a member of the Philippine Bar, is charged with violation of his oath as lawyer and as notary public for having notarized a deed of sale of a motor vehicle the acknowledgment clause whereof recited falsely that both the vendor and the vendee personally appeared before him.

The evidence shows that on April 5, 1960 respondent's officemate and friend. Atty. Gavino Abaya, Jr. presented to him for notarization a duly prepared and typed deed of sale of Abaya's car. The acknowledgment clause reads:

"BEFORE ME, personally appeared GAVINO ABAYA, JR. with Residence Certificate No. A-141180 issued on January 5, 1960 at Manila and EDUARDO I. REYES with Residence Certificate No. A-5092784 issued on February 1, 1960 at Quezon City, known to me to be the same persons who executed the foregoing instrument and acknowledged that the same is their free act and deed.

"IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 5th day of April, 1960 in the City of Manila, Philippines."

The signatures of Abaya, as vendor and of his witness were duly affixed and acknowledged by them before respondent. But the alleged vendee and another witness were not then presented. Respondent was prevailed upon to notarize the deed on Abaya's promise that he would not part with a single copy thereof but would only show it to the buyer whom he promised to bring to respondent's office the next day not only to execute and acknowledge the document, together with another witness, but also to pay the consideration therefor in respondent's presence.

However, in the afternoon of the same day Abaya informed respondent that his car object of the proposed sale had been stolen by Reyes and his companions, together with all the copies of the notarized deed, the certificate of registration of the car, and the certificate of tax payment. Respondent thereupon annotated in the corresponding entry in his notarial register the remarks "stolen and cancelled. ."

Meanwhile, on the strength of the stolen deed of sale and certificate of registration of the motor vehicle, the supposed vendee was able to obtain from the Cavite City branch of the Motor Vehicles Office — now Land Transportation Commission — a new certificate of registration in his name. Reyes subsequently sold the car to herein petitioner, who now claims that he bought the car in good faith, relying principally on the apparent authenticity of the deed of sale purporting to vest ownership of the motor vehicle in Reyes, which deed had been notarized by respondent.

Later on a criminal information for qualified theft (Crim. Case No. 5146-P) was filed in the Court of First Instance of Rizal against the alleged perpetrators. Included as defendants were Reyes and Ramirez, the subsequent

purchaser. Reyes was found guilty and sentenced accordingly, while Ramirez was acquitted on grounds of reasonable doubt.

It was during the trial of the above-mentioned criminal case that respondent admitted having notarized the deed of sale notwithstanding the fact that the vendee did not appear before him, much less affix his signature to the document in his presence. In defense respondent maintains that his having signed and affixed his notarial seal did not complete the act of notarization, since it was still necessary that the vendee should appear to sign and acknowledge the instrument. In other words, respondent submits that in affixing his signature and notarial seal to the instrument, which was admittedly incomplete, he did not violate his oath as lawyer nor transgress any law so as to warrant disciplinary action.

We believe it is unnecessary to consider respondent's contention as to the incompleteness of the instrument. It may be true that the subsequent unauthorized signature of the supposed vendee did not convert the instrument into a validly notarized one. But what is material insofar as this proceeding is concerned is the fact that respondent did sign and affix his notarial seal on a document which on its face and by respondent's own admission was incomplete, certifying thereby that the vendee had personally appeared before him and acknowledged having executed the same. Had it not been for the notarized deed of sale the motor vehicle could not have possibly been registered in the name of the vendee and could not have been subsequently conveyed by him to petitioner, who relied upon the apparent regularity of the transaction. It was respondents' ill-advised act which afforded an unscrupulous third party the opportunity to consummate and give an appearance of legality to an illegal purpose. A notarial document is by law entitled to full faith and credit upon its face, and for this reason notaries public must observe the utmost care to comply with the elementary formalities in the performance of their duties. Otherwise the confidence of the public in the integrity of this form of conveyancing would be undermined.

All too often, in the name of friendship a notary public unwittingly lends the authority of his signature and notarial seal to an incomplete instrument. He assumes his act to be harmless, little realizing that he may thereby facilitate the commission of fraud by others.

We held once 'that a member of the bar who performs an act as a notary public of a disgraceful or immoral character may be held to account by the Court even to the extent of disbarment.' (In re Rusiana, Adm. Case No. 270, May 29, 1959.) Withal, we believe that the act committed by respondent here is not serious enough to justify disbarment. It merely suggests lack of caution, not culpable malpractice or immorality and does not merit the penalty of either suspension or disbarment.

A reprimand, as recommended by the Solicitor-General, would be sufficient to impress upon respondent the heavy responsibility he assumes as a lawyer and as a notary public, especially considering that he was honest enough to admit, in the trial of the criminal case, the irregularity of the procedure he followed.

In view of the foregoing, respondent is hereby reprimanded and admonished to be more careful hereafter, upon pain of being dealt with more severely by this Court.

Concepcion, C.J., Reyes, J.B.L., Dizon, Zaldivar, Sanchez, Ruiz Castro, Angeles, and Fernando, JJ., concur.

Respondent reprimanded and admonished.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.