One of the oldest, common rumors about notarial procedures is that a notary must never notarize a blank document. Although this rule of thumb is technically misstated, and is not substantiated as a matter of law, it sounds like pretty good advice when you hear it.

Do you ever wonder about the accuracy of folksy homilies like these? It is one thing to be conversant with the rules of thumb you hear through the "grapevine." It is an other to be knowledgeable about the rules of law on the same subject. The point is this: rules of thumb can be helpful, but the rules of law are the rules that govern.

It is obvious why it's foolish to sign a blank check. But it is a bit different to sign a blank document. Let's explore this further. But first, one error must be corrected. A notary notarizes signatures, not documents. It is a malapropism to say, "the document was notarized." While it is commonly expressed this way as a figure of speech, don't take it literally. The notarial certificate never refers to the document on which it is performed. The notarial wording refers only to the signature being authenticated.

As a matter of law, the contents of the signer's document are 100% irrelevant to the notarization.

Perhaps the main reason people assume that a notary "must not notarize a blank document" is because it is assumed the notarization pertains to the contents thereof. It is further reasoned that once a document is signed and notarized, the blanks can be filled in later. It is assumed that information provided later will be attributed to the document signer and to the notary. And, it's assumed that if the subsequent provided information is false, that means double trouble for the notary.

The rule of thumb with all of its assumptions and the rule of law are in disagreement. They can't both be right.

A document bearing a signature constitutes legal evidence of the signer's willing and deliberate intent to concur with, or commit to, the contents of the document. The written signature constitutes the physical ratification of its signer. Notarizations are performed to ensure that signer was not an imposter and forger, and that he signed under his own free will and intent. When a document is signed before it is completed, which is a common business practice in many segments of commerce and trade, the signer assumes a considerable risk.
The signer is trusting that the document blanks will be filled in later with truthful and correct information. If those whom he trusts are scoundrels, he becomes the victim of fraud. Now he has a heavy burden of proof to show the document he signed contains falsehoods that he did not assent to when signing prematurely. When that happens, it can really ruin the guy’s day.

Exceptions to the rule that signing blank documents is foolish

It is indeed valid in many instances to say that a person who signs a blank document is a fool. The important exception is where the signer and the document custodian (or preparer) are in a client/fiduciary relationship—attorneys, title companies, escrow officers, trust officers, real estate agents and accountants commonly prepare incomplete documents for client signatures as a means for providing security or expediency to a transaction. If the signer cannot trust the professional on whose fiduciary duty the signer must rely, the signer is wise to refrain from signing the incomplete document prematurely should immediately seek a more honest professional. Honesty and trustworthiness are the glue that holds society together.

Our notarizations of signatures do not certify that our signers are not fools. That can be determined without our notarizations. Most often overlooked in discussions about notarizations on blank documents are the legal implications of the notarization itself. If a document is incomplete, how can it be concluded that the purposes for signing the document are stated within the document? If you sign a contract, you are presumed to be signing for purposes of entering into the terms provided within the contract. But, document contents are not the notary’s business to know and blank documents merely represent the absence of content, technically not the notary’s concern.

As the document contents are not for the notary to know, it is the duty of the document signer to disclose to the notary what the document is. If he is signing a contract, the purpose of his signing is to enter into the terms of the contract, and the notary has a need to know this. What the contract says is not for the notary to know.

When a notary notarizes the person’s signature to the contract, the notary is verifying that he signed for the purposes stated within his contract document. If the contract is a standard pre-printed business form that has extensive blank spaces to be filled in by the signing parties, signing the form while it is substantially incomplete may be grounds for holding the document unenforceable. The signature constitutes the signer’s ratification of the document contents that, in this scenario, do not yet exist. The standard interpretation from the courts is that it refers to the notarial certificate, and not to the signer’s document. If a signed notarial certificate is incomplete due to blank spaces, the notarization will likely be held invalid if those blanks pertain to required data. The standard of reasonable care imposed on every notary is to refrain from notarizing until a complete and accurate notarial certificate is provided first.

Your exercise of reasonable care and common sense on these issues of incomplete documents will always guide your judgment and justify your decisions. Resist the rhetoric that casts notaries as “document police”. It.offends the public and discredits the notary.
The Notary Aptitude Quiz

What do you know (or think you know)?

1. If your employer paid all of the expenses for you to become a notary, then he may restrict your notarial services in which of the following ways?
   A. He may prohibit you from notarizing for people after hours on your own time.
   B. He may require you not to keep a notary journal record of your notarizations because of how long it inconveniences the clients.
   C. He may require you to charge a notarization fee for non-customers, but notarize for free for customers.
   D. None of the above. It is irrelevant whether the employer pays the expenses for you to become a notary. Your notarial authority is governed by the state.

2. Your French neighbor brings over her cousin Pierre from France for a notarization. Pierre speaks no English, and you speak no French. Pierre’s document is written in French. What should you do?
   A. Refuse to notarize out of fear the document may be a French Olympic skating judge’s altered score sheet.
   B. Utilize your neighbor as a translator between you and Pierre to identify Pierre, to identify his document, and to ensure he is signing it willingly and freely. Then notarize Pierre’s signature in English, after he has signed his notary journal.
   C. Require your neighbor to translate Pierre’s document to English so you may notarize the translated version.
   D. Serve your visitors baguettes and latte, and diplomatically explain why the law prohibits you from notarizing for people who do not speak English.

3. As an employee in your company’s human resources department, you are required to notarize all of the employee travel expense reports to certify they are completed accurately with all receipts attached.
   A. Make photocopies of all of the reports and their receipts to protect yourself against allegations of negligence before you notarize your signature.
   B. Require co-workers to sign their names as witnesses next to yours on your notarization to ensure your boss knows you are honest.
   C. Educate your supervisors as to the inappropriate and unlawful nature of this procedure. Teach them that you may not notarize your own signature to a written statement, and that it is unlawful for you to certify anything but the truthful making of a photocopy, or the authenticity of another person’s signature. Besides, it is bureaucratic overkill to notarize employees’ travel expense reports.
   D. When placed in temptation’s way, honest people will cheat. Therefore, you run a very high risk that you will be liable for any falsehoods in the employee expense reports. Resign your notary commission so the boss will get somebody else to do this risky task.

4. You are visiting a client across the river, which is also across your state line. You realize that his signature needs to be notarized on the transaction.
   A. Go ahead and have the client sign the document and you can notarize it later back in your office.
   B. Have the signer either arrange for his signature to be notarized by a notary in his state, or to meet you later in your office in your state so you may notarize for him.
   C. Proceed to notarize for the client at his office in his state and tell a little white lie by indicating your own state and county where you reside in the venue portion of the certificate. After all, it is only a minor detail that nobody cares about.
   D. Take your client to the state line where you stand on your state’s side of the line and the client on the other. There, you can notarize for your client while in your state’s jurisdiction. (Be sure to stand off to the side of the road so as not to be hit by traffic. Accident victims found straddling state lines cause much confusion for rescue personnel coming from each state. If your torso is in Texas, but your legs are in New Mexico, is part of you hands off to the team from the other state?)

Answers: (1)D; (2)B; (3)C; (4)B
Q: What’s wrong with copy-certifying birth certificates for enrolling in youth sports? And, are passports off limits for copy-certifications?

-Brenda P., Oregon

A: We must first reference the state statutes in the state in which we serve as notaries. In a number of states, it is statutorily illegal to copy-certify any document which is a "public record", such as birth and death certificates and passports. You are an Oregon notary, and Oregon notary law does not prohibit you from copy-certifying birth and death certificates issued in Oregon. It is common for states to admonish their notaries not to copy-certify such documents, but the reasoning is often unclear (lost revenues because the notary pre-empted the state from delivering the service for a fee!).

Unless state statute prohibits the act, you may perform it. Also, you are subject to the laws of your own state, and not the laws of another state.

In Utah, for instance, it is illegal for notaries to copy-certify birth or death certificates. But a Utah notary is not barred from certifying copies of Idaho birth certificates because the notary is not bound by any restrictions Idaho might impose, and Utah has no jurisdiction over Idaho-issued documents, even in Utah. The same argument can be made about passports. A notary in the USA may copy-certify a passport issued by any country in the world except for the USA.

The federal laws oddly enough seem to prohibit the copy certification of a US passport.

Quote of the Day

“All that is necessary for the forces of evil to win in the world is for enough good men to do nothing.”

- Edmund Burke