

valid. In *R. v. Longnor* (1883), 4 B. & Ad. 647, an indenture had been prepared for binding a boy apprentice. The apprentice and his father, both being unable to write, procured a third person to write their names opposite two of the seals. The document was not read over to them, but the boy immediately afterwards took it to the master and left it with him, afterwards stating that when he did so he considered himself bound. The boy entered the master's service under the indenture. The court held that the indenture was sufficiently executed and delivered.

In passing, it may be observed that it is well established that the mere fact that a deed is retained by the executing party does not of itself prevent the court holding the execution of the deed to have been perfected by the delivery by that party: see *Xenos v. Wickham*, 16 L.T. Rep. 800, L. Rep. 2 H.L. 296.

Sometimes delivery is merely confirmatory. That is to say the act of delivery, or the conduct which is taken to amount to delivery, is not intimately associated with the other parts of the ceremony of execution but follows perhaps at some distance of time. This is sometimes called redelivery. It occurs where there has been some defect in the original execution so that a party is not bound by the provisions of the document. By his subsequent act of redelivery he adopts the document as his deed and thereby becomes bound by it. Redelivery may therefore be defined as an acknowledgment made subsequently to the purported execution of a document purporting to be the deed of the person making such acknowledgment that the document is a deed of that person, and binds him according to its tenor: see *Tupper v. Foulkes*, 9 C.B.N.S. 797; *Hudson v. Revett*, 5 Bing. 368. Like the question of delivery, the question of redelivery is an overt act from which intention is presumed. But in both cases the question of intention is a question of fact.

In the recent case, mentioned in the opening lines of this article, the material facts were as follows: A lady desired to make a gift of certain chattels to her daughter who resided with her, and she gave instructions that a deed should be prepared. This was done, and the document was executed for her by her attorney. Subsequently, in 1898, the document was brought by her legal