

the door. John Smith originally meant that John who is the smith, now it is no longer a mark of his calling; as Johnson originally meant the man who is the son of John, but no longer does. And as one, out of many doors chalked alike and meaning nothing, can no longer be identified, singled out, so Johnson (and still more John Smith) cannot, as such, be individualised. For, as the grammars say, he 'is a noun of multitude.'

Again, a printed name, one struck by stamp, stencil, or die, is a signature, an identifying mark, for in law the marking out need not be written. Further, not even a name, nor initials, need be used; for a man may make his 'mark'—that is, may hold the pen while a cross is made an evidence of his act of assent. And this cross is itself now an arbitrary unmeaning thing, though in Darwinian phraseology an evidence of survival of a mark once religiously significant; for of old this signature of the cross pledged the faith of a Christian; now an atheist or infidel may so unquestioned sign. A curious survival this of Christianity in the law! I quote Blackstone as evidence: 'Propria manu pro ignorantia literarum signum sanctæ crucis expressi et subscripsi' ('with my own hand, on account of my ignorance of writing, I have made and drawn underneath the sign of the holy cross;') the language written for Caedwalla, a Saxon king, at the end of one of his charters).

Then the seal attending the signature to a deed. The 'seal' is a word survival of *sigillum*; as a figured scroll with the mystic L. S. inside is an ink survival or image of the wax. L. S., the 'signs' of *locum sigilli*, the place where the seal ought to be, but isn't. The charity of legislative over-rulings of the strict common law allows the mystery of the scrolled (and scrawled) L. S., instead of the antiquated necessary wax 'capable of receiving an impression'—that is, of being permanently marked and characterised by the die or signet-ring of the party to be bound. Of old, the seal, the impressed wax, was the only one legal mark, proof of the 'execution' (doing, carrying out to completion) of the 'deed.' And the 'deed' was (to be ungrammatical) the thing 'did.'

You see, the old common law, when kings,

noblemen, and people were more in the way of handling swords than pens, and making marks in blood than in ink, required the mark in the wax as the sign of the deed done; and no signing in the ink way was at all necessary. I give more from Blackstone as evidence: 'The Normans change the work of the scribes (which in England was customarily perfected by golden [illuminated] crosses and other holy marks) into impressed wax, and reject the mode of drawing' (the crosses and marks) 'used by the English.'

Now to return to the word *sigillum*. Notice that this is the diminutive of *signum* (see the first quotation from Blackstone), and so within the completed circle of its history is 'seal' a double, and indeed a triple 'little sign.' First, it is the mark of the deed, the solemn considered act done. Secondly, the *thing* being used instead of ink, and the *name* being Latin, not English, it is a mark of the want of education and of the great influence of the Roman clergy (or clerks) who knew how to write, or were supposed to know; and some of whom drew up the 'scribal' portion of the deed. Thirdly, its verbal parent is the very word in Latin from which we have the English word 'sign' at all. Now *signum* further corresponds to the Greek *eikon*, image. So that we see the word 'sign' in its own development demonstrating the principle that the progress is from things to thoughts, from pictures, images, likenesses of the tangible and visible, from representative meanings, to symbols, unmeaning marks, of some thing.

The word 'sign' has now done (as Humpty Dumpty in the Alice Book would say a fair day's work; will therefore be dismissed the Court.

We started with signing a note. Consider the word 'note' a little. Commercially this stands for a promise to pay, and also the paper on which the promise is written. But in law the note is neither the paper nor the promise (in strictness); it is the evidence, memorandum, mark of the promise. *Nota* (note mark). *Nosco*, to know; *Notum*, the known. *Nota* is thus the known mark of a known thing—its characteristic. This last word, in turn, is from the Greek *charasso*, to cut, to cut a mark. Character is the cut which is deeply marked, so as to be remarked. And so the mental and moral qualities of a man constitute the mark of that man. Such is the progress from things to thoughts, from the physical to the metaphysical. Yet reversion, as it may be termed, often occurs; thus commercially the note is not the memorandum of an agreement simply—but the writing or even the paper written; the transfer of idea here being from thoughts to things.—J. B. Wood in *Albany Law Journal*.