

one of the copies shewed an error in the signature of a witness, a letter having been first omitted from her last name and then interlined above it, while in the other copy there was no such mistake, it was held that both were valid and both should be probated as the will of testatrix.

*Placing of Signature.*—The placing of a signature at a particular point with reference to the body of the paper only becomes absolutely essential when made so by statute. Thus, in Pennsylvania, where wills must be signed at the "end" thereof, this means at the end, with regard to the sense of the testamentary provisions of the document when read. In Mississippi, where wills must be signed, but the statute does not say where, the signature is not necessarily required to be at the end of the will. The same rule prevails in New Jersey; but in California, where a holographic will is required by statute to be entirely written and dated and signed by testator himself, and where testator wrote his name at the beginning (but not at the end) of the will, and concluded the document "whereunto I set my hand this (date)," it was held to be for the Court to determine, from an inspection, whether or not this was intended as an execution of the will, and the Court found it was not so intended, and that therefore the will was not "signed."

The common seal of a corporation (being its official "signature") need not be placed next to the signatures of any of the attesting corporate officers.

*Names Written by Others.*—A party need not necessarily have any physical part at all in the affixing of his signature to a document and yet be bound by it. One who stands by, and either expressly or impliedly consents to another signing his name to a note, and to the delivery of the note to an innocent party for value, is bound thereby.

Even where testator is required by statute to sign his will, there may be a valid will without such signature. Where honest witnesses, not actually acquainted with the testator, attest a signature to a paper purporting to be a will, which purported signature is actually made by someone impersonating the testator, the document will stand as a valid will of such testator, until and unless, the fraud be clearly established. And where a will bears a