

it be so intended by the party thereby represented, it will operate as the "signature" of such party. This rule may have originated in necessity, but even so, it now often inflicts serious hardships; unscrupulous individuals frequently procure other persons to sign their names to papers or obligations not requiring to be witnessed; when settlement day arrives, they promptly repudiate the procured signatures and evade the liability, except in the few cases where the other party is able to shew the adoption of such signature by the obligor.

*What is Sufficient as Signatures.*—Ordinarily a signature purports to be the name of the party; but the mere circumstance that the name is that of a person of a certain sex, is not conclusive of that question.

Where, as in California and Virginia, a holographic will must be written and signed by the testator, it will suffice if testator only signs it with his initials. Affixing a colored seal, and writing testator's initials and the word "seal" thereon, if intended as a signature, will be enough. A "mark" signature is sufficient—the actual name being written by another; or the "mark" may be omitted, and the party merely touch the pen used by the other; it will be enough if he *consciously* participates to *any* extent in the act and adopts it. Even a finger print would no doubt be upheld as a signature if necessary.

*Errors in Name.*—Where the identity of the testatrix is not questioned, her will is sufficiently signed by her when the subscription appears as "Nancy Wilson her (X) mark *Whaley*," even although her correct name was Nancy Wilson *Hendrix*. An error in the spelling of the party's name will not, of itself, prevent it from being sustained as a valid signature of such person. One who sometimes wrote her first name "Lizzie," and at other times "Elizabeth," denied a signature on a judgment note "Elizze," as being erroneous, and there was other evidence pro and con: the Court declined to open the judgment.

So also, where a signature is required by statute to be attested by a subscribing witness, the fact that such witness, in signing, inadvertently wrote a name other than his own, would not vitiate the attestation; and where a will was executed in duplicate, and