

THE 17TH SEC. OF THE STATUTE OF FRAUDS.

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ARTICLE 13.

*Of signing the Note or Memorandum.*

Either the name<sup>1</sup> or [perhaps] the initials, if they are intended as a signature, or the mark of the person to be charged<sup>2</sup>, must be written, made, printed, or stamped by him or by his agent duly authorized thereto on the note or memorandum<sup>3</sup>, in such a position as to show that it was the intention of the signer that such signature should refer to every material part of the note or memorandum proceeding from him<sup>4</sup>.

If the signature is not in the usual place, it is a question of fact whether it was or was not intended to have such reference as aforesaid<sup>5</sup>.

A signature, actually made before the whole or any part of the note or memorandum, may be adopted by the party signing as his signature intended to have reference to the whole of the note or memorandum in its final condition<sup>6</sup>.

Signature by an agent in his own name, whether with or without any statement or qualification showing that he is an agent, is equivalent, for the purposes of this Article, to a signature of the principal's name<sup>7</sup>.

It is immaterial whether the signature is made for the purpose of acknowledging, affecting, or verifying the agreement, or for any collateral purpose<sup>8</sup>.

<sup>1</sup> Benj. 190.

<sup>2</sup> Benj. 220. *Quere* as to a mark made by a person capable of signing. See *Hubert v. Moreau*, 2 C. & P. 528. Quoted by Benj. *loc. cit.* Also *Baker v. Dening*, 8 Ad. & E. 94, which seems to show that such a mark is a signature if so intended.

<sup>3</sup> Illustrations 2, 3, 4.

<sup>4</sup> *Caton v. Caton*, L. R. 2 H. L. 127, 142; 36 L. J., Chanc. 886.

<sup>5</sup> Per Lord Abinger in *Johnson v. Dodgson*, 2 M. & W. 653.

<sup>6</sup> Illustrations 1 and 5.

<sup>7</sup> Benj. 198.

<sup>8</sup> Illustration 6.