pay the note. A ratification is the act of giving sanction and validity to something done by another. Jones purporting to utter an obligatory and binding security had given to the plaintiff the note bearing the defendant's name, and the defendant by the writing signed by him declared that he held himself responsible upon it, it bearing his signature, and if that was not giving sanction and validity to the act of Jones in delivering the note so signed to the plaintiff, I am at a loss to know what a sanction or ratification is; to say it is not seems to me a plain misconstruction of a written document or the denial of a self-evident proposition. Suppose nothing had been said as to criminal proceedings against Jones, and that the defendant upon being shown the note by the plaintiff had merely said:—"The writing is not mine; but I am responsible for it;" can any one doubt that the maxim would have applied, and that the defendant would have ratified the transaction? It is so stated by Burton, J., in the case of *Wilkinson* v. *Stoney*, before cited, and he was one of the most eminent of modern lawyers. Then does the circumstance that the plaintiff said that he would consult a lawyer in regard to criminal proceedings against Jones make any difference? I think not. A ratification of a contract is not a contract; it is an adoption of a contract previously made in the name of the ratifying party; the contract, if a simple contract, must have been made upon a valuable consideration; if it were not, the adoption or ratification of it would be of no avail. This is the true meaning of the sections cited by Mr. Lopes from Storey on on Agency. If a contract be void upon the ground of its being of itself and in its own nature illegal and void, no ratification of it by the party in whose name it was made by another will render it a valid contract; but if a contract be void upon the ground that the party who made it in the name of another had no authority to make it, this is the very thing which the ratification cures, and to which the maxim applies *omnis ratihabitio retrotrahitur et mandato æquiparatur*. No words can be more expressive; the ratification is dragged back, as it were, and made equal or equipollent to a prior command. A ratification is not a contract and requires no consideration. It was so said by Burton, J., in the case before referred to. A contract that in consideration that the holder of a promissory note would not prosecute a man for the felony of forging a name to the note, the defendant would pay the note or guarantee the payment of it may be illegal and void; but there was no evidence of such a contract even in words in the present case, and if there were, there would be a legal principle to prevent its operation, for the written memorandum was made and signed for the purpose of evidencing the transaction, and there is not a word of contract in it either on behalf of the plaintiff or indeed of the defendant; it is what it was intended to be—a ratification or adoption by the defendant of the signature and contract made in his name, it may have been by a forgery or it may have been under circumstances which would not have justified a conviction for that offence. For the purpose of my judgment I assume it was a forgery, for which Jones might have been convicted. The case of *Wilson* v. *Tumman*, 6 M. & G. 236, was cited on both sides; it is a case of great authority, and is a considered judgment. It is there laid down "that an act done for another by a person not assuming to act for himself, but for such other person, though without any precedent authority whatever, becomes the act of the principal, if subsequently ratified by him; in such case the principal is bound by the act, whether it be for his detriment or advantage, and whether it be found on a tort or contract, to the same extent and with all the same consequence which follow from the same act done by his previous authority." Several other cases were cited to the same effect, but there is no doubt about it. Tindal, C. J., lays it down as the known and well-established rule of law, and, as it seems to me, it is conclusive in favor of the plaintiff in the present case. But it was said that a forged signature cannot be ratified or condoned as regards the forger; but there is no authority whatever to distinguish the ratification of a parol contract and of a written one made by one person in the name of another without authority. Tindal's, C. J., expression is "made without any precedent authority whatever," which would clearly include a forged document. There is in Broom's Treatise on Legal Maxims, p. 867, a comment upon the maxim, and also in Story's, J., book, beginning at section 239, and in neither of these treatises is one word to be found drawing any distinction between the ratification of a written contract, which was in its inception a forgery, and one which was not of that character. The foundation of ratification of contracts is throughout deemed to be that the contract originally purported to be by and in the name of the person ratifying. But there is authority to the contrary. In the before-cited case of *Wilkinson* v. *Stoney*, Burton, J., clearly shows that he thought a forged acceptance of a bill could be ratified, and in *Ashpital* v. *Bryan*, 11 W. R. 297, 3 B. & S. 492, Crompton, J., stated that a cause had been tried before him, where a father was sued upon his acceptance forged by his son; the party who held the bill went to the father and said, "We shall proceed against your son; is this your acceptance?" and the father said, "It is;" and upon this evidence he thought the rule as to estoppel in *Freeman* v. *Cooke*, 2 Ex. 654, applied, and that the father was liable. He says that a bill of exceptions was tendered to his ruling by a very learned person, but after consideration it was abandoned. He goes on to say that he was not sure whether the party had knowledge that it was not the acceptance of the father, but he says that in his opinion that was immaterial, and that the person making the statement must be considered as saying, "The instrument may be treated as if accepted by me." This case seems to me to be identical with the present, and with me no higher authority exists than the judicial opinion of Mr. Justice Crompton. He put this case on the ground of estoppel. I think the doctrine of ratification the more applicable; but whether such a document as that of 17th of December operate by way of estoppel or by that of ratification, in my opinion it rendered the defendant liable. In my opinion my ruling at Nisi Prius was correct, and the rule ought to be discharged.