
*DATES AND SIGNATURES.**

As an abstract proposition, a verbal agreement is as binding as any other; but, on account of the matter of proof thereof, some sort of writing, dated and signed by the parties, is generally substituted for the word-of-mouth understanding, thus providing a more permanent—and a supposedly more reliable—way of evidencing the agreement of the parties, as well as of identifying them and it. The importance of preserving such ready proof has led to numerous statutes requiring various transactions to be so evidenced in order to be effective.

Thus we are brought to an age when practically all agreements, etc., are reduced to writing; but the writer, years ago, in an article published in *The Lawyer and Banker*, San Francisco, warned against the dangers of relying too strongly on written—as distinguished from verbal—evidence; he said (*inter alia*), "With the now universal use of writings as a means of proof in litigation, there has come amongst us even a greater temptation to introduce false documents, than there was heretofore to swear falsely."

Indeed, it is not always that the Courts will even hold that a paper setting forth the terms of a transaction is a *written* document, and the matters of date and signature are still more uncertain.

What are "Written" Documents.—One would suppose, wherever the provisions of a transaction were set forth in *any* descriptive or symbolic form understood by the parties, upon a permanent receiving surface, that this would (for the purposes of the transaction) be considered as a writing thereof; that is, in fact, the generally accepted view, so that it would be immaterial how such presentation was actually made. Yet, where a statute required a holographic will to be *written* by the testator himself, one who himself *typewrote* the body of his own will and then signed it in the ordinary way, did not thereby comply with the same.

In Pennsylvania the Legislature has enacted that (except as to signatures) typewriting shall be considered as writing, yet even

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