tion, the signature being to be inferred from the fact of his having made the affidavit.

Same subject—Signature.—The agreement need only be signed by the party to be charged.[82] In Laythoarp v. Bryant, 2 Bing. N. C. 735, the defendant, having become the purchaser at auction of certain leasehold premises, signed a memorandum of purchase on a paper containing a description of them, the conditions of sale and the name of the owner, and he was held bound, although the contract was not signed by the vendor. In equity the rule is the same, although in Duvall v. Myers, 2 Md. Ch. Dec. 401, Chancellor Johnson seemed to think, on the authority of Geiger v. Green, 4 Gill, 472; Tyson v. Watts, 7 Gill, 124, and cases of that class, that such an agreement would be bad for want of mutuality, which suggestion, however, is effectually disposed of in Laythoarp v. Bryant, and it seems that those cases are most safely to be rested on the unreasonable-
540 ness of the contracts sought to be enforced. But the *agreement must be signed by the party, for otherwise it will be insufficient though written throughout by his own hand; thus a letter written by a mother to her son, commencing "my dear Robert," and concluding "do me the justice to believe me the most affectionate of mothers," but not signed, was in Selby v. Selby, 3 Mer. 2, held insufficient, the Master of the Rolls saying it is not enough to identify—the party is required to sign, either by an actual signature, or something intended by the writer to be equivalent to a signature, such as a mark by a marksman. But the place of the signature is immaterial.[83] The question was much discussed in Higdon v. Thomas, 1 H. & G. 139, where it was held that a bond prepared and written by the purchaser and signed by the agent of the vendor, which contained the names of the parties and the terms of a contract for the sale of land, and conditioned for its performance, the purchaser being the obligee, was a sufficient signing within the Statute, and the Court said that a technical signature was not necessary, but that if the name of a party appears in the memorandum of a contract, and is applicable to the whole substance of the writing, and is put there by him or his authority, it is immaterial in what part of the instrument the name appears, whether at the top, in the middle, or at the bottom. Forms are not required, and the Statute is satisfied if the terms of the contract are in writing and the names of the contracting parties appear. But though the place of the signature be thus immaterial, the signature must be such an one as authenticates the whole or the material parts of the instrument, Caton v. Caton, 2 L. R. H. L. 127; see *infra* sec. 17. And it appears from Howard v. Carpenter *supra*, that, with respect to the party who does not sign, there must be some act of adoption of the contract on his part. It may be observed also, that neither this, nor the 17th section, requires, like the 1st and 3d sections, the agent to be authorized by writing, and an agent may therefore be authorized by parol to treat for, or even to buy an estate,

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[82] Engler v. Garrett, 100 Md. 397. As to signature generally, see Kronheim v. Johnson, 7 Ch. D. 60; Evans v. Hoare, (1892) 1 Q. B. 593. Hucklesby v. Hook, (1900) W. N. 45.

[83] Drury v. Young, 58 Md. 546; Smith v. Goldsborough, 80 Md. 59.