

FACSIMILE SIGNATURE:

A facsimile signature when authorized by a party to an agreement is binding upon such party.

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9/19/51

Mr. Francis M. Cook
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Department of Labor
3000 Federal Office Building
Kansas City 6, Missouri



Dear Sir:

You recently requested an opinion from this office, which request reads in part as follows:

"Under a recent law enacted by Congress and an international agreement with the Mexican Government, contractors of your state and individual Mexicans have entered into work agreements. The United States Government signs these agreements as guarantor.

"It has been the practice that the contractor, due to the large number of individual contracts, has used a facsimile signature on these work agreements. In addition, however, they have actually signed another agreement that they have read the international agreement and the work contract, and that they have authorized the use of their facsimile signature on the work contracts.

"Will you please give me your official opinion whether the use of the facsimile signatures under the conditions stated above will bind the contractor under the law of your state."

As you have noted in your opinion request the rule in regard to signatures on contracts not under the statute of frauds is found

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in 17 C. J. S., Contracts, page 410, and is stated as follows:

"Signature is not always essential to the binding force of an agreement. The object of a signature is to show mutuality or assent, but these facts may be shown in other ways, and in the absence of a statute or arbitrary rule to the contrary, it need not be signed, provided it is accepted and acted on, or is delivered and acted on."

We have been unable to find any authority requiring a signature of a party to a contract other than contracts under the statute of frauds or others specifically designated by statute.

In the case of City of Maplewood v. Johnson, 273 S.W. 237, certain instruments were signed with a rubber stamp signature and the court in its opinion said:

"The name of the corporation was rubber stamped on the tax bills. Whether the president or the secretary of the contractor affixed it, the record does not show. It does show, however, that the president was present, and it may be inferred that he saw that it was so affixed, and consented and intended that it act as the signature of the corporation in the matter of the assignment."

Even a memorandum required to be signed under the statute of frauds does not require the actual signature of the party to be charged. In discussing such a memorandum in the case of Dinuba Farmers' Union Packing Co. v. Anderson Grocer Co., 193 Mo. App. 236, l. c. 247, the court said:

"Indeed, the name of the party to be charged may be either in writing or in print or by stamping the name upon the memorandum. ***"

We are of the opinion that under the above cited authority even if a signature is required on the "work agreement" a facsimile signature such as you have suggested would be sufficient since the contractor has authorized the use of a facsimile signature.

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CONCLUSION

Therefore, it is the opinion of this department that a "work agreement" bearing a facsimile signature of a Missouri contractor is binding upon said contractor when he has authorized the use of such signature on such agreement.

Respectfully submitted,

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APPROVED:



J. E. TAYLOR
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