


Goodman v. J. Eban Ltd. [] QB

Goodman v. J. Eban Ltd. [] QB , :

'In modern English usage, when a document is required to be 'signed' by someone, that means that he must write his name with his own hand on it. It is said that he can in law 'sign' the document by using a rubber stamp with a fac-simile signature. I do not think this is correct - at any rate, not in the case of a solicitor's bill. Suppose he were to type his name or to use a rubber stamp with his name printed on it in block letters, no one would then suggest that he had signed the document. Then how does the fac-simile help it? Only by making it look as if he had signed it, when in fact he had not done so. It is the verisimilitude of his signature, but it is not his signature in fact. If a man cannot write his own name, he can 'sign' the document by making his mark, which is usually the sign of a cross, but in that case he must make the mark himself, and not use a typewriter, or rubber stamp, or even a seal. The virtue of a signature lies in the fact that no two persons write exactly alike, and so it carries on the face of it a guarantee that the person who signs has given his personal attention to the document. A rubber stamp carries with it no such guarantee, because it can be affixed by anyone. The affixing of it depends on the internal office arrangements, with which the recipient has nothing to do. This is such common knowledge that a 'rubber stamp' is contemptuously used to denote the thoughtless impress of an automaton in contrast to the reasoned attention of a sensible person.'

11 ()

1

:

:

:

()

:

:

()

()

:

On May the European Commission first published its Proposal for a European Parliament and Council Directive on a common framework for electronic signatures, and a Directive was enacted in January , electronic signatures are defined by Art. () as follows:

‘electronic signature’ means data in electronic form which are attached to or logically associated with other electronic data and which serve as a method of authentication;

‘advanced electronic signature’ means an electronic signature which meets the following requirements.

- (a) it is uniquely linked to the signatory;
- (b) it is capable of identifying the signatory;
- (c) it is created using means that the signatory can maintain under his sole control; and
- (d) it is linked to the data to which it relates in such a manner that any subsequent change of the data is detectable.’

Sinsi Vincenzo digital signature Legislation in Europe international business Lawyer, December, , Vol. , No. , p. .et suiv.

:

/

"

:

:

-

-

-

-

"

:

"

"

()

Reed, Chris, What is a Signature, (October) Journal of Information, Law and Technology,

E. DAVIO, Internet face au droit, cahier du C.R.I.D, N. , Ed Story Scientica, ,P. .

" ()

" ...

- - - -

()

:

:

حسن جميعي، إثبات التصرفات القانونية، المرجع السابق، ص ٤٥.

:

()

"

"

()

:

"

"



()) () .(

:

:

()

:

()

() ۲۳

.۹.

- - - -

"

,() () : ()

:" : ,(/) (/)

:"

()

() () :

:"

() /

- - - -

:

"

..... -

-

"
.

.

.

.

.

.

..... / / / /

()

(/)

()

..... -
..... -
..... -

(/)

(/)

(/)

(/)

.()

.()

:

:

:

-

()

.()

)

(

"

(/)

"

(/)

()

:

()

Sinisi Vincenzo, Digital Signature Legislation in Europe, Op.cit, P. .

(A/CN.G/W .IV/WP. /Add.)

·
: (/ /)

()

- - - -

.

.

:

(/)

. (Versign)

. "certificatio"

:

-

-:

"

() ()

:

."

"

"

.

- / /

/

/ /

/

(/)

()

:

:

:

-

-

-

-

-

-

-

(/)

:

(/)

:

"

"

- - - -

:
:
:

()

(I)

(II)

...

. :
:
:
,
: (/)
() "
."
:
()

- - - -

Reed, Chris, What is a Signature, (October) Journal of Information,
Law and Technology,

- - - -

-

-

-

-

-

-

-

-

-

-

-

-

٢٠٢٠/٠٣