

SIGNATURES

"Forgery" is a signature of a person that is made without the person's consent and without the person otherwise authorizing it. Signing another's signature with authorization is not forgery. Individual Assurance Co. v. Iriarte, 16 FSM Intrm. 423, 440 (Pon. 2009).

When the appellants do not contend that the checks are not authentic but contend that the signature endorsements are all forgeries, and when the trial court found as fact that, except for one or two or a few that she had signed herself, Lilly Iriarte had authorized Santos to sign her name on the premium checks, the appellate court cannot conclude that the finding was clearly erroneous since substantial evidence in the record supports that finding. Since a forgery is a signature of a person that is made without the person's consent and without the person otherwise authorizing it, Lilly Iriarte's signatures are not forgeries even if made by Santos and having the original checks could not have altered the finding that Lilly Iriarte were authorized. Iriarte v. Individual Assurance Co., 18 FSM Intrm. 340, 352 (App. 2012).

A signature affixed by a judge by rubber stamp is valid because a signature is a person's name or mark written by that person or at the person's direction, or any name, mark, or writing used with the intent of authenticating a document – also termed a legal signature. George v. Palsis, 20 FSM R. 157, 159 (Kos. 2015).

In the absence of any provision in the FSM Code, Rules of Civil Procedure, or General Court Order, mandating a handwritten signature on an order issued by a justice, an argument that a judge's signature is deficient because it appears to be "rubber-stamped," is devoid of merit. FSM Dev. Bank v. Christopher Corp., 20 FSM R. 225, 228 (Chk. 2015).

In the absence of any provision in the FSM Code, Civil Procedure Rules, or General Court Order, mandating a handwritten signature on an order issued by a justice, arguments that a judge's signature is deficient because it is "rubber-stamped," are devoid of merit. FSM Dev. Bank v. Ehsa, 21 FSM R. 148, 149 (Pon. 2017).

A signature is a person's name or mark written by that person or at the person's direction, or any name, mark, or writing used with the intent of authenticating a document – also termed legal signature. FSM Dev. Bank v. Ehsa, 21 FSM R. 148, 149 (Pon. 2017).

A judge's rubber-stamped signatures are marks used to authenticate the judge's written orders, and are thus valid, original signatures. Contentions that they are fake, or invalid, or not legal signatures, are without merit. FSM Dev. Bank v. Ehsa, 21 FSM R. 148, 150 (Pon. 2017).