

""[F]raud goes to the inception or execution of [an] agreement, so that the promisor is deceived as to the nature of his act, and actually does not know what he is signing, or does not intend to enter into a contract at all, mutual assent is lacking, and [the contract] is void."" (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 415 (*Rosenthal*); italics omitted.)

Fraud in the inception will render a contract "wholly void, despite the parties' apparent assent to it, when, "without negligence on his part, a signer attaches his signature to a paper assuming it to be a paper of a different character." [Citations.]" (*Id.* at p. 420; italics omitted.) Thus, "[i]f a misrepresentation as to the character or essential terms of a proposed contract induces conduct that appears to be a manifestation of assent by one who neither knows nor has a reasonable opportunity to know of the character or essential terms of the proposed contract, his conduct is not effective as a manifestation of assent." (Rest.2d Contracts, § 163; see also *Rosenthal, supra*, 14 Cal.4th at pp. 420, 423-424, 428-429 [quoting with approval and applying the Restatement doctrine]; *Jones v. Adams Financial Services* (1999) 71 Cal.App.4th 831, 837-838; *Larian v. Larian* (2004) 123 Cal.App.4th 751, 762-763; 1 Witkin, Summary of Cal. Law (10th ed. 2005) Contracts, § 301, pp. 328-329.)

Note that they said "essential terms of a proposed contract" ... What is an essential term of a proposed contract? How about California Civil Code 1558, which says: "It is essential to the validity of a contract, not only that the parties should exist, but that it should be possible to identify them."

In support of the above we have the following, which is why I have long been saying to claim the borrower/trustor/promisor/makers' signature is a forgery:

FORGERY

When a person, by fraud or trickery, causes another to execute a . . . document where the signer is unaware, by reason of such trickery, that he is executing a document of that nature." (*People v. Parker* (1967) 255 Cal.App.2d 664, 672.)