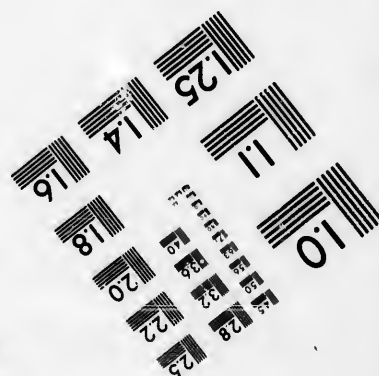
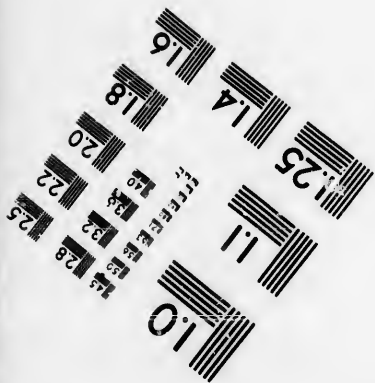
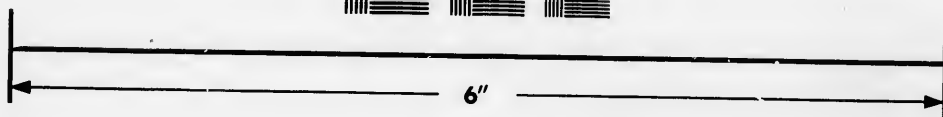
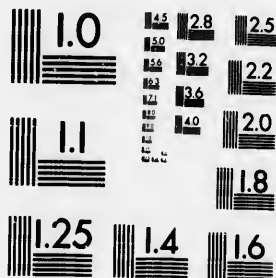


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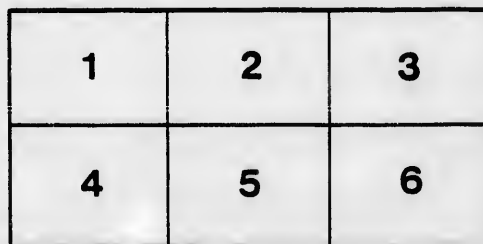
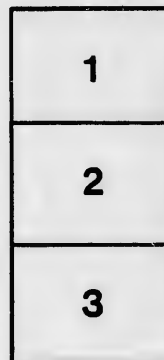
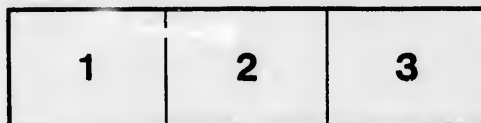
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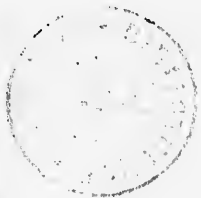
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THE  
**COMMERCIAL LAW REGISTER,**  
**A MANUAL**  
OF THE  
**INTERNATIONAL MERCHANTS'**  
**PROTECTIVE LAW ASSOCIATION,**

BY S. F. KNEELAND,  
COUNSELLOR AT LAW,

CONTAINING A LIST OF THE LAW MEMBERS OF THE ASSOCIATION,  
WITH THEIR HOME TESTIMONIALS, AND A COMPLETE  
SYNOPSIS OF THE STATE LAWS OF THE UNITED STATES, AND  
DOMINION OF CANADA, RELATING TO COMMERCE,  
AND OTHER MATTERS OF INTEREST TO  
MERCHANTS, MANUFACTURERS, AND THE LEGAL PROFESSION.



ALBANY, N. Y.:  
**PARKER & HERRICK, BUSINESS MANAGERS,**  
LAW BOOK AND LAW BLANK PUBLISHERS.  
1873.



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## PREFACE.

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THERE is no department of commerce of more importance than the prompt enforcement of its rights and liabilities. Our wonderful chain and net-work of internal communications have made of the whole nation one commercial family; hence, mercantile transactions are spread over a vast territory, and capital is represented by an extended system of credits. Therefore, when Bills Receivable are dishonored, remedies must be promptly and judiciously applied to meet the demands of Bills Payable and protect the financial standing of the merchant.

The chief difficulties to be met with in the practical enforcement of mercantile claims may be classified as follows:

- 1st. The absence of correct information as to the local laws governing the rights of commerce and the time and manner of applying its remedies.
- 2d. In the selection of a legal correspondent who shall be prompt, energetic, reliable and trustworthy; and
- 3d. In securing the guaranty of legal services for a definite and reasonable compensation.

This work is intended to meet and overcome these obstacles by presenting a carefully digested summary of the statutes of each State affecting the ordinary transactions of business



men, and the legal enforcement of past due claims, and by presenting the name of a competent lawyer in all places of importance throughout every section of this country and the British American Provinces. To insure safety, we have not only selected this corps of correspondents with the greatest caution and at the suggestion of competent parties in each State, but have obtained and publish in nearly every instance trustworthy home testimonials of their character and standing. The members of this Association are bound to transact all business intrusted to them according to the terms specified in this work. No fee bill more liberal to creditors can be devised which will be acceptable to the class of professional men comprised in our membership, of which we feel justly proud.

Believing that this work is based upon the true theory of commercial collections, and of transacting the general business of the law between different States and Communities most advantageously to both Merchants and Members of our Association, we have given it our most careful and earnest study and effort during the past year.

We gratefully acknowledge the many kind favors received from our members in the preparation of this work, and trust that all interested in our Association will find mutual advantage in the extended business connection it offers.

ALBANY, *July 1, 1873.*

THE INTERNATIONAL  
MERCHANTS'

PROTECTIVE LAW ASSOCIATION.

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THIS is an Association of individual members, united for the purposes of mutual protection and benefit. The primary object was the combination of responsible attorneys in different sections of the country for the transaction of legal business *inter se* at certain fixed rates, but it was afterward deemed advisable to extend its usefulness by the admission of mercantile members, for the purpose of simplifying and protecting all collection and legal business throughout the Union.

MEMBERSHIP.

All business men become members of the Association upon the purchase of this book, and are entitled to the collection of mercantile claims at the rates specified below, provided the claims are sent for collection *according to the terms of this Association.*

TERMS FOR COLLECTIONS.

Under \$50, five dollars; over \$50 and under \$200, ten per cent; on larger claims, ten per cent on the first \$200, and two per cent on the excess.

In California, Oregon, Texas, Louisiana and the Territories of the United States, ten per cent commission may be charged on *all claims*.

*No charge for services without collection*, except by special arrangement, our clients being only liable for actual disbursements arising within the limit of their directions.

Where our members desire to have old or doubtful claims placed in judgment to save outlawry, or hold against the debtor for future contingencies, the work will be performed at the most reasonable rates, to be agreed upon in each particular case.

All legal services other than collections performed at the customary rates. When claims are received from the law members or from other attorneys, unless otherwise specified, one-third fee shall be returned to the sender.

The Association Manual will be published biennially. All memberships expire on the first of June, 1875. Old members will then have preference in the renewal.

We have deferred publication on account of delay in forwarding testimonials. A few have not yet been received, which we expect to place in the future editions of this work. Some testimonials and names of attorneys arriving too late for insertion in the body of the work will be found in the Appendix.

The address of the Managing Attorney of the Association (Mr. S. F. Kneeland) will be No. 237 Broadway, New York city.

All orders for the Manual must be sent direct to

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INTERNATIONAL  
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LAW ASSOCIATION MANUAL.  

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UNITED STATES.  

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ALABAMA.

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ENACTMENTS AFFECTING COMMERCE.  

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ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL CASES.—The Constitution provides against imprisonment for debt or arrest in civil actions, whether arising on contract or otherwise.

ATTACHMENT AND GARNISHEE OR TRUSTEE PROCESS.—An attachment may issue against the property, real or personal, of a defendant, when either one of the following facts appear to the satisfaction of the court, by an affidavit made by the creditor or his agent:

- 1st. That the debtor has absconded, or secretes himself, so that process cannot be served upon him.
- 2d. That he is a non-resident of the State, or is about to remove his property out of the State.
- 3d. That he has fraudulently disposed of or is fraudulently disposing of his property.

4th. That he has money, effects or property, sufficient to satisfy his debts, which he fraudulently withholds.

Upon any money demand, whether due or not, by executing a bond payable to the defendant in a penal sum equal to double the amount of the demand, or upon making affidavit that the creditor is unable to give a bond with sufficient security.

The attachment must issue during the pendency of suit, and not as a mesne process or original writ. Under it the goods of the defendant may be seized, the same as upon an execution.

*Garnishment.*—Upon making a case for attachment against the principal debtor as above stated, and upon a further affidavit that such process is necessary, accompanied with a bond as above, an attachment will issue as a garnishment or trustee process against any of the debtors of such defendant.

**BILLS OF SALE** are valid; but if conditional, and not followed by delivery, they must be recorded the same as chattel mortgages, to entitle the vendee to hold against a *bona fide* purchaser.

**CHATTEL MORTGAGES.**—The statute provides that all conveyances of personal property to secure debts or to provide indemnity, are inoperative against creditors and purchasers without notice, until recorded; unless the property is brought into the State subject to such incumbrances; in which case four months are allowed for the registration of the conveyance. And when property is removed from the county where it is recorded to another county in the State, it must be recorded in such county within six months after removal.

Mortgaged property must be recorded both in the county where the chattels lie and where the mortgagor resides.

**DEEDS OF TRUST** are recorded the same as chattel mortgages.

**DEEDS AND MORTGAGES :**

Conveyances of land or any interest therein, if executed out of the State and within the United States, may be acknowledged before one of the following officers: judges or clerks of the federal courts, judges of any court of record in the State where taken, notaries public and commissioners for the State of Alabama. Acknowledgments may be taken out of the United States by any judge of a court of record, the mayor or chief magistrate of any

city or town, notaries public, or by any diplomatic, consular or commercial agent of the United States.

Two witnesses are required when the grantor cannot write his name. Otherwise the acknowledgment takes the place of witnesses.

*Form of Acknowledgments.* See Appendix, *Forms.*

*Record of.*—All mortgages, or conditional transfers, for the purpose of securing a debt contracted at the time of executing the conveyance, are void as to *bona fide* purchasers, mortgagees and *bona fide* creditors without notice, unless placed on record within three months from date of execution.

EXECUTION, LIEN OF. See *Judgment*. Exempt from Levy under. See *Exemptions*.

EXEMPTIONS.—Resident householders may retain the following property, exempt from levy and sale under any legal process:

1st. Household and kitchen furniture of the value of \$150, and necessary wearing apparel for every member of the family not to exceed \$50 in value for each member.

2d. All books not kept for sale, family portraits, one gun, one loom, two spinning wheels, one man's and one woman's saddle.

3d. Three cows and calves, twenty head of sheep, twenty head of hogs, one work horse or mule, or one pair of oxen, one horse or ox cart, all poultry on the place, 500 pounds of meat, 100 bushels of corn, 1,000 pounds of fodder, twenty-five bushels of wheat, 1,000 pounds of oats in the sheaf, twenty-five bushels of sweet potatoes, all the meal on hand at any time not kept for sale, thirty pounds of wool or wool rolls, 200 pounds of lint cotton for spinning purposes, 100 pounds of ginned cotton, or 400 pounds of seed cotton, all cloth on hand at any time not made or kept for sale, all tools or implements of any mechanical trade not kept for sale, not to exceed \$200 in value, two plows and plow gear, and two hoes.

4th. *Homestead, etc.*—Such real property as may be selected by the head of the family to include the homestead, not to exceed 320 acres, and in value not to exceed \$500; all burying-grounds and lots set apart for the interment of deceased persons and the improvements and appurtenances to the same belonging.

In addition to the real and personal property, permanently





exempted as hereinbefore set forth, there shall be retained for the use and benefit of every family \$1,200 worth of real estate, including the homestead, and \$1,000 worth of personal property.

If the cause of action arose subsequent to the adoption of the Constitution of 1868, it will be governed by the new law, which exempts \$1,000 worth of personal property and \$2,000 worth of real estate, selected by the debtor.

**GARNISHEE.** See *Attachment*.

**IMPRISONMENT FOR DEBT.** See *Arrest*.

**INTEREST AND USURY LAWS :**

*Legal rate*, 8 per cent.

*Usury* only forfeits interest. The creditor may recover the principal, less costs of action.

**JUDGMENTS, LIEN OF.**—Record judgments are a lien on all the property, real and personal, of the defendant, not exempt, as hereinbefore specified, from the date of rendition.

**LIMITATION OF ACTIONS :**

*Six Years.*—Action of debt, on contract, rent, parole and demise, and actions of account, trespass, trover, detinue and replevin.

*Ten Years.*—Actions on instruments under seal.

*Twenty Years.*—Actions for the recovery of real property, or upon a judgment of a court of record.

*Saving Clause.*—The time when the defendant is absent from the State is not computed. An acknowledgment or promise to revive a debt, barred by the statute, must be in writing.

**MARRIED WOMEN** retain their separate property, but can only dispose of the same for the purpose of reinvestment, or the support of the family. After execution against the husband for necessities has been returned unsatisfied, her property may be taken by order of the court and applied in payment of the same. The husband is not liable for her ante-nuptial debts; but suit may be brought against her alone, and execution will issue against her separate property the same as if she were a *feme sole*.

*Contracts* of a married woman, except for necessities or in relation to her separate property as above stated, are void; and she cannot, therefore, carry on business separate and apart from

her husband, or be made personally liable on her note given during coverture.

PROMISSORY NOTES.—The common-law rule applies where a note is made payable at a bank; otherwise it is divested of the peculiar attributes of negotiable paper, and is subject to all equities existing between the original parties; and in such a case, in order to hold the indorser, suit must be brought against the maker, if the demand is under \$50, in thirty days from maturity, or from the date of the indorsement if made after maturity. If the note exceeds \$50 in amount, suit must be brought at the first accessible term of court held in the county where the maker resides, after the maturity thereof.

## ALABAMA.

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### CAMPDEN — Wilcox County.

*Jared J. Cumming* (ex-Member of Legislature and Register in Chancery).

Recommended by

P. O. HARPER, *Judge Eleventh Circuit, Alabama.*

### CLANTON — Baker County.

*G. W. Thaxton.*

(A trustworthy private recommendation on file.)

### COURTLAND — Lawrence County.

*Ephraim H. Foster.*

### DADEVILLE — Tallapoosa County.

*J. O. Burns* (Master in Chancery and Register).

DARDANELLE, Ala., *April 19, 1873.*

This is to certify that John P. Burns has been in the practice of the law for ten years, and Register in Chancery for nine years, and is trustworthy and reliable in his profession.

ALLEN D. STURDIVANT, *Judge of Probate.*

### EDWARDSVILLE — Cleburne County.

*Thomas J. Burton* (formerly Clerk of Probate Court).

EDWARDSVILLE, Ala., *January 31, 1873.*

To S. F. KNEELAND, 74 *State street, Albany, N. Y.:*

This is to certify that Thomas J. Burton is a citizen of this place and a regular practicing attorney, and I take pleasure in saying that he is a reliable and prompt attorney.

W. R. HUNNICUTT, *Judge of Probate.*

## EUFALA—Harbour County.

*Shorter & Brother.*

HENRY R. SHORTER.

ELI S. SHORTER (Member of Thirty-fourth and Thirty-fifth Congress).

“Refer to any prominent man in Alabama, and Hopkins, Dwight & Trowbridge, New York city.”

## EUTAW—Greene County.

*Crawford & Mobley.*

ROBERT CRAWFORD.

G. B. MOBLEY, Jr. (County Solicitor).

THE GAINESVILLE NATIONAL BANK, }  
GAINESVILLE, Ala., Dec. 20, 1872. }

MESSRS. CRAWFORD &amp; MOBLEY, Attorneys, Eutaw, Ala. :

GENTLEMEN.—I have your favor of the 17th in hand. I have pleasure in certifying, as I do, to your character, ability and standing as lawyers. If we had any business in your neighborhood, we should commit to your hands with the fullest confidence.

Very respectfully yours, &c.,

JONATHAN BLISS, *President.*

FIRST NATIONAL BANK OF TUSCALOOSA, }  
TUSCALOOSA, Ala., Dec. 21, 1872. }

S. F. KNEELAND, Esq. :

MY DEAR SIR.—Understanding that *Crawford & Mobley, Esqrs.*, attorneys and counselors at law, of Eutaw, Greene county, Alabama, are about to become members of the *Law Association of New York*, and that each member is expected to present a testimonial of his standing from some national bank, I am pleased that my position as president of this bank enables me to do them a service, by stating that I am acquainted with these gentlemen and know their standing, and that that standing entitles them to confidence and respect not only as lawyers learned in their profession, but as men of good business habits, punctuality and fidelity.

H. MOODY, *President.*

**HOUSTON — Winston County.***William H. Hyde* (formerly Clerk Circuit Court).HOUSTON, WINSTON COUNTY, ALABAMA, }  
January 1, 1873.*To whom it may concern:*

This is to certify that I am well and intimately acquainted with Mr. W. H. Hyde, as an attorney-at-law, and am also acquainted with his practice in the Pension and Bounty Offices, and before the Court of Claims, under act of Congress of March the 3d, 1870, at Washington, D. C., also in the Circuit Court of my county (Winston), and in the Probate Court, of which I am the presiding judge, and have found him well qualified to undertake any legal business intrusted to him. Mr. Hyde is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

A. B. HAYES, *Judge of the Probate Court.***HUNTSVILLE — Madison County.***David D. Shelly* (ex-County Judge and Member of Legislature).

Recommended by David P. Lewis, Governor of Alabama.

**LAFAYETTE — Chambers County.***John A. Holmes.***MOBILE — Mobile County.***Taylor & Macartneys.*

JOHN T. TAYLOR.

T. N. MACARTNEY.

M. E. MACARTNEY.

THE FIRST NATIONAL BANK OF MOBILE, ALA., }  
MOBILE, Ala., April 15, 1873.*To whom it may concern:*

Messrs. Taylor & Macartneys have frequently been employed by this bank as attorneys, and they have transacted our business to our entire satisfaction. They are prompt, faithful and responsible attorneys.

M. A. HOYT, *Cashier.*J. H. MASSON, *President.*

**MONROEVILLE** — Monroe County.**James M. Davidson.***To whom it may concern:*

Mr. James M. Davison, Jr., is a young lawyer residing in Monroeville, Ala., practicing law in Monroe and the adjoining counties, and will faithfully discharge any business intrusted to him.

JNC. W. LESLIE, *Judge of Probate.**February 3d, 1873.***MONTGOMERY** — Montgomery County.**Rice, Jones & Wiley.**

SAMUEL F. RICE (Ex-Chief Justice of Alabama).

THOS. G. JONES (State Reporter, Supreme Court of Alabama).

A. A. WILEY.

One of the strongest firms in the State.—[Ed.]

**MOULTON** — Lawrence County.**W. P. Chitwood.\*****OPELIKA** — Lee County.**Wm. B. Thomas.**

Recommended by a responsible member from Alabama.

**SCOTTSBOROUGH** — Jackson County.**Donaldson & Donaldson.**

This is to certify that I am personally acquainted with Messrs. Donaldson & Donaldson, attorneys at Scottsboro, who have practiced in my courts, also in the higher courts under my personal observation, and have found them well qualified to undertake any legal business intrusted to them. Messrs. Donaldson & Donaldson are strictly sober men, are prompt and faithful in the interests of their clients, and this testimonial is most cheerfully accorded.

*This March 3d, 1873.*DAVID TATE, *Judge of Probate*

\* For testimonials, see Appendix.

**SELMA — Dallas County.*****Pettus & Dawson.***

EDMOND W. PETTUS (ex-Judge, and Solicitor of the Seventh Judicial District).

NATHANIEL H. R. DAWSON (ex-Member of Legislature).

SELMA, Ala., *Feb.* 24, 1873.

STATE OF ALABAMA, }  
*Dallas County,* } ss.:

I, John F. Conoly, judge of the Probate Court of Dallas county, hereby certify that Messrs. E. W. Pettus and N. H. R. Dawson, who compose the firm of Pettus & Dawson, attorneys at law at Selma, Dallas county, Ala., are lawyers of high standing, and are well qualified to undertake any legal business intrusted to them in the courts of this State. They are prompt and faithful in the interests of their clients, and this testimonial is very cheerfully accorded.

Witness my hand and private seal, the 24th day of February, A. D. 1873, at office in Selma, Alabama.

J. F. CONOLY, *Judge of Probate, D. C.*

**SOMERVILLE — Morgan County.**

*Chris. C. Nesmith.*

**TUSKEGEE — Macon County.**

*Wm. C. McIver* (formerly Probate Judge for Macon county).

Recommended cordially.

E. W. PECK, *Chief Justice Supreme Court of Ala.*

**UNION SPRINGS — Bullock County.**

*Richard H. Powell* (ex-State Senator of Alabama).

STATE OF ALABAMA, )  
*Bullock County,* }

OFFICE OF THE JUDGE OF THE PROBATE COURT, }  
 UNION SPRINGS, *February* 21, 1873. }

S. F. KNEELAND, *Albany, N. Y.:*

DEAR SIR.—I take pleasure in saying that Col. R. H. Powell is a lawyer in good standing and practices in all the courts of this

ALABAMA.

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county—County, Probate, Criminal, Circuit and Chancery, and in the Supreme Court of the State.

Very respectfully.

W. H. BLACK,

*Judge Probate Court and ex officio Judge County Court.*

**UNIONTOWN — Perry County.**

*John W. Bush.*

STATE OF ALABAMA, }  
*Perry County.* }

I, A. C. Howze, Judge of the Probate Court in and for said county and State, which is a court of record, do hereby certify that John W. Bush, Esq., of Uniontown, Perry county, is an attorney at law, in regular practice, and of good character and standing, in this county and State.

Given under my hand at office, at Marion, Alabama, this 24th day of April, 1873.

A. C. HOWZE, *Judge of Probate.*



## ARKANSAS.

### ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS.—In a civil action for the recovery of a debt the defendant may be arrested upon an affidavit made by the creditor that he believes, either that the debtor is about to depart from the State and has fraudulently concealed or removed from the State his property, or so much thereof that the process of the court, after judgment, cannot be executed; or that the debtor has money or securities for money, or evidences of debt due him, in the possession of himself or others for his use, and is about to depart from the State without leaving property therein sufficient to satisfy the debt of the creditor. A defendant (except a female) may also be arrested upon a judgment founded upon a fraudulent contract. The benefit of prison rules is abolished, and such defendants are imprisoned in the county jail until the judgment is satisfied or they are discharged as insolvent debtors.

ATTACHMENTS.—An attachment may be issued against the property of a defendant (or to garnishee debts due him) who is a non-resident; or who absconds or secretes himself, or who has been absent from the State four months; or who has left the State with intent to defraud creditors; or who has left the county with the intent to avoid service of a summons; or who is about to remove, or has removed, property from the State; or who has sold, or is about to sell or convey, his property, or has suffered or permitted the same to be sold, with intent to cheat, hinder or delay creditors. But an attachment shall not be granted, where the debtor is a non-resident or a foreign corporation, for any claim other than a debt arising upon contract.

The creditor, in order to procure an attachment, is required to file a bond with one or more sureties, conditioned to pay all damages the debtor may sustain if the order proves to be wrongfully obtained, together with his complaint, under oath, stating the nature of his claim, and that it is just, and the amount which he ought to recover, and enumerating one or more of the grounds above mentioned.

**BILLS OF EXCHANGE.** See *Promissory Notes*.

**BILLS OF SALE** are valid without being recorded.

**CHATTEL MORTGAGES** are a valid lien, as to third parties, from the date of filing for record. They are governed, generally, by the laws pertaining to mortgages or realty.

**DEEDS OF TRUST** are also governed by the laws of real estate mortgages.

**DEEDS AND MORTGAGES.**

*Acknowledgment.*—If the acknowledgment be taken without the State, but within the United States, it may be taken by any court having a seal, or the clerk of any such court, notary public or commissioner appointed by the governor of Arkansas to take acknowledgment of deeds. The law provides further: That where the conveyance is acknowledged and proved, according to the laws and usages of the place where executed, it shall be received and recorded where the lands lie, and shall be as effectual and valid as if made in accordance with the laws of Arkansas.

If the acknowledgment is taken without the United States, it may be before any court having a seal, the mayor or chief magistrate of any city or town having a seal, a notary public having a seal, or by a minister or consul of the United States. When executed out of the United States, the person who executes the instrument must be personally known to the officer taking the acknowledgment, or must be proved and identified by two creditable witnesses, whose name and address must appear in the certificate. No acknowledgment of a married woman shall be taken, unless she first be made acquainted with the contents of the instrument; and on an examination, apart from her husband, she acknowledged that she executed the same freely and without compulsion, or under the influence of her husband. The certificate should also show that she relinquished her right of dower.

*Form of Acknowledgments.* See Appendix, *Forms*.

*Record of.*—Mortgages become a lien upon their being filed for record, and may be foreclosed in the ordinary manner of mortgage foreclosures.

ESTATES OF DECEASED PERSONS. To secure a *pro rata* distribution, claims must be filed within a year after letters granted. If not presented within two years, they are absolutely barred.

EXECUTION. See *Judgments and Exemptions*.

EXEMPTIONS.—Personal property to the value of \$2,000 and 160 acres of land, or one town or city lot owned and occupied by any resident of the State, and not exceeding in value \$5,000, are exempt from sale or execution, except for purchase-money, taxes or mechanics' liens.

GARNISHEE. See *Attachment*.

IMPRISONMENT OF DEBTORS. See *Arrest*.

INTEREST AND USURY LAWS :

*Legal Rate*, 6 per cent.

*Usury.*—Under the constitution, individuals may contract for any rate of interest, and the legislature is prohibited from enacting usury laws. Contracts usurious, where executed or made payable, may be enforced in this State.

JUDGMENTS, LIEN OF.—Judgments, decrees and justices' transcripts are liens upon the real estate of the county where entered, from the date of filing and continue ten years, when they are barred by the statute of limitations. An execution is a lien only upon the property levied under it.

*Enforcement of.*—An execution cannot issue on a judgment or decree until ten days after rendition thereof, except by order of the court, but may issue at any time thereafter during the life of the judgment. The debtor has the right to select what property shall be seized; if personal property, he may retain possession of it until time of sale, by giving sufficient bonds for its production at that time.

The sheriff's title to personal property sold under execution is absolute. The debtor has the right to redeem real estate at any time within twelve months, by paying the purchase money and fifteen per cent interest thereon.

## LIMITATION OF ACTIONS :

*One Year.*—Actions on Replevin.

*Three Years.*—Actions on Accounts and in *tort*.

*Five Years.*—Actions on Promissory Notes and other instruments in writing.

*Ten Years.*—Actions on Judgments and Decrees.

*Revisor.*—Written acknowledgment or part payment.

MARRIED WOMEN retain, acquire and hold both personal and real property as unqualifiedly as if single. Family necessaries, supplied to a married woman on the credit of her estate, in equity become a charge upon it. A married woman is incapable of making contracts or transacting business in her own name, but she may bequeath or devise her property the same as if single.

PROMISSORY NOTES AND BILLS OF EXCHANGE.—A note or bill of exchange has not the protection of "negotiable paper," without it is expressed to be payable "*without defalcation or discount*," otherwise the common-law rule applies.

WILLS.—Any person, being of sound and disposing mind and of the full age of twenty-one years, may make a valid will. The statute requires that wills must be in writing, signed by the testator or by some person in his presence and by his direction, and that the same should be attested by two or more witnesses, subscribing their names in the presence of the testator.

## ARKANSAS.

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### ARKADELPHIA — Clark County.

*Joe. P. Hart.*

### AUGUSTA — Woodruff County.

*Edw. T. Jones* (formerly Judge of Probate and County Courts).

AUGUSTA, Ark., *March 10, 1873.*

I hereby certify that Mr. Ed. T. Jones is a practicing attorney of the Augusta bar, Second Judicial District, and I believe him well qualified to undertake any legal business intrusted to him, that he is prompt and faithful in the discharge of his professional duties, and that this testimonial is very cheerfully accorded.

WILLIAM C. HAZLEDINE,

*Judge, etc., Second Judicial Circuit, Arkansas.*

### CAMDEN — Anachita County.

*G. M. Barker.*

CAMDEN, Ark., *June 7, 1873.*

*To the Merchants' Protective Law Association, No. 74 State street,  
Albany, N. Y.:*

DEAR SIR.—I take pleasure in recommending to your favorable consideration, Hon. G. M. Barker, of this place, as a suitable and worthy person to take the position as your attorney under the Merchants' Protective Law Association. He is learned in the law, faithful and attentive to his business, and full confidence can be reposed in him.

Respectfully yours,

JAMES T. ELLIOTT, *Judge Ninth Judicial Circuit.*

**CLARKSVILLE — Johnson County.**

*Meers & Barrow.*

ELISHA MEERS (ex-Judge of Probate and County Courts).  
H. C. BARROW (Clerk and Recorder).

JOHNSON COUNTY, Ark., }  
CLARKSVILLE, *March 22, 1873.* }

To S. F. KNEELAND, Esq., *No. 74 State street, Albany, N. Y.:*

SIR.—Allow me to introduce to your favorable notice the names of Hon. Elisha Meers and Col. H. C. Barrow, practicing lawyers in the Sixth Judicial Circuit of Arkansas, and residents of Clarksville, Johnson county.

I am personally acquainted with the gentlemen, and have some knowledge of their standing, both moral and professional. They are gentlemen of high moral standing, and rank with the foremost lawyers of the bar.

Very respectfully,

T. W. GIBSON,

*Prosecuting Attorney Sixth Circuit of Arkansas.*

**DARDANELLE — Yell County** (for Yell and Pope Counties).

*Thomas Boles* (Member of Fortieth, Forty-first and Forty-second Congress and ex-Judge Circuit Court of Arkansas).

**DES ARC — Prairie County.**

*Horace P. Vaughan.*

OFFICE OF COUNTY, CIRCUIT AND PROBATE CLERK, }  
PRAIRIE COUNTY, Ark. }  
DE VAL'S BLUFF, *April 11, 1873.* }

*To whom it may concern:*

I take pleasure in certifying that I am acquainted with Mr. H. P. Vaughn, of Des Arc, Prairie county, Ark. Mr. Vaughn is a practicing attorney in the Seventh Judicial Circuit of this State, and has, for the past five years, attended the Circuit Court, and is in good standing and repute as a member of the bar, both for his learning and integrity.

JOHN WHYTOCK, *Judge Seventh Jud. Cir., Ark.*

**DE WITT — Arkansas County.****R. Emmet Puyear.**

STATE AND COUNTY OF ARKANSAS.

We, the undersigned citizens and county officials in the county and State of Arkansas, do hereby certify that R. E. Puyear, County Attorney in and for the said county, is a practicing attorney at law, of responsibility and ability, and in every respect a gentleman of honesty, probity and good demeanor, trustworthy and reliable.

*March 9, 1873.*E. RIDLEY, *Sheriff.*J. B. BILLINGSLEY, *Deputy Sheriff.*SAMUEL McCARTY, *County Treasurer.*A. C. WILEY, *Deputy Clerk.*E. P. G. TACKITT, *Clerk.*

I, E. P. G. Tackitt, Clerk and ex officio Recorder in and for Arkansas county, State of Arkansas, do hereby certify that the above signatures are in the handwriting of the officers signing the same, and that they are duly acting and qualified officers of Arkansas county, Arkansas, as above signed.

Witness my hand and seal as clerk, etc., aforesaid.

*March 9, 1873.*

E. P. G. TACKITT, *Clerk and ex officio Recorder  
in and for Arkansas County, Arkansas.*

**DOVER — Pope County.***See DARDANELLE.***FAYETTEVILLE — Washington County.****W. O. Lattimore.**FAYETTEVILLE, Ark., *April 17, 1873.*

This is to certify that W. O. Lattimore is an attorney in good standing and a member of the bar of Fayetteville, Ark.

E. D. HUN, *Judge Fifth Judicial Circuit, Ark.*

W. O. Lattimore, Esq., has transacted a large amount of business for me, as attorney, and has proved himself a very efficient collector, and I deem him an attorney of ability.

W. H. GELLER, *Banker.*

**HELENA — Phillips County.**

*Hanly and Thweatt:*

THOMAS B. HANLY (ex-Judge High Court of Appeals and Judge of Circuit Court, State Senator and President of the Senate).

PETER O. THWEATT (ex-Deputy Secretary of State, Judge of County and Probate Courts, and Prosecuting Attorney).

**HOT SPRINGS — Hot Springs County.**

*Witherspoon & Pattillo* (P. O., Arkadelphia, Ark.).

JAS. L. WITHERSPOON (ex-Member of Legislature).

R. G. PATTILLO.

**JACKSONPORT — Jackson County.**

*Samuel Perte.*

**LAKE VILLAGE — Chicot County.**

*Levi H. Springer.*

Was recommended by a responsible member in Arkansas.

**LOCKSBURGH — Service County.**

*Robert E. Sumner.*

STATE OF ARKANSAS, }  
COUNTY OF SEVIER, } ss. :

I, T. G. T. Steel, Judge Eighth Judicial Circuit, Arkansas, certify that Robert E. Sumner is a practicing attorney of my court and enjoys the confidence of the citizens of Sevier county, has a fine practice, stands high as a man of strictly moral and sober habits, attentive to business, and of strict integrity, and one whose word and statement can be relied upon by any merchant or attorney putting claims in his hands for collection, and such persons can rest assured whatever business put in his hands will receive prompt attention, and such statements as he may make to his clients will be correct and truthful.

T. G. T. STEEL,  
*Judge Eighth Judicial Circuit, Arkansas.*



STATE OF ARKANSAS, }  
 COUNTY OF SEVIER, } ss.:

I, Joseph H. Denson, Clerk of the County Court, and ex-officio Clerk of the Circuit Court in and for the county of Sevier and State of Arkansas, do certify that T. G. T. Steel, whose genuine signature appears to the foregoing certificate of recommendation, is now, and was at the time of signing the same, presiding judge of the Eighth Judicial Circuit of Arkansas, and the said county of Sevier is one of the counties composing said Eighth Judicial Circuit of Arkansas. That said Circuit Court is a court of record in and for the county and State aforesaid.

In testimony whereof, I have hereunto set my hand and  
 [L. s.] official seal at office, this 18th day of March,  
 1873.

JOSEPH H. DENSON, *Clerk.*

**LITTLE ROCK — Pulaski County.**

*Dodge & Johnson.*

GEO. E. DODGE (formerly City Attorney for Little Rock, Ark.).  
 BENJAMIN S. JOHNSON.

**MAGNOLIA — Columbia County.**

*J. H. Garrett.*

**OZARK — Franklin County.**

*Lucius L. Wittich.*

Recommended cordially.

G. W. SUTHERLAND,  
*County and Probate Judge, Franklin County*

**PINE BLUFF — Jefferson County.**

*Nathaniel T. White.*

STATE OF ARKANSAS, }  
 County of Jefferson. }

This is to certify that I have been personally acquainted with Nathaniel T. White, Esq., for the past five years, during which time he has practiced law in my court, in the County of Jefferson, Ark., and adjoining counties. He has always demeaned himself as a gentleman in every instance, and I regard him worthy of any

trust reposed in him, and further, consider him well qualified as an attorney at law.

In testimony, I, Henry B. Morse, Judge of the Tenth Judicial Circuit of Arkansas, hereby set my hand, at the city of Pine Bluff, Ark., this June 5th, 1873.

HENRY B. MORSE,  
*Judge Tenth Judicial District, Ark.*

**POWHATAN — Lawrence County.**

*Geo. Thornburg.*

EXECUTIVE DEPARTMENT, Ark., }  
LITTLE ROCK, *March 29, 1873.*

I hereby certify that in the year 1868, while acting as Judge of the Third Judicial Circuit of Arkansas, I granted a license to George Thornburg, Esq., to practice as an attorney and counselor at law, and that he is now a member in good standing of the bar of that circuit.

ELISHA BAXTER, *Governor of Arkansas.*

**PRINCETON — Dallas County.**

*M. M. Duffie* (ex-Member of Legislature).

PRINCETON, Ark., *Dec. 21, 1872.*

*To whom it may concern :*

Mr. M. M. Duffie, of Princeton, Arkansas, is prompt and faithful in interests of his clients, and I cheerfully recommend him.

A. G. SULLENBERGER,  
*Co. and Probate Judge for Dallas County, Ark.*

**WASHINGTON — Hempstead County.**

*Witherspoon & Pattillo* (P. O., Arkadelphia, Ark.).

JAS. L. WITHERSPOON (ex-Member of Legislature).

R. G. PATTILLO.

## CALIFORNIA.

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 ENACTMENTS AFFECTING COMMERCE.
 

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ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS.—Debtors are liable to arrest in a civil action on a contract, express or implied, where it appears to the court by proper affidavits :

1st. That they are about to depart from the State with the intent to defraud their creditors ; or,

2d. In an action of replevin, where the property has been concealed, to prevent seizure by the sheriff ; or,

3d. In all actions for fraud ; or,

4th. When they have removed or disposed of their property, or are about to do so, with the intent to defraud their creditors.

The order is obtained from the judge of the court in which suit is brought, upon filing, with the affidavit before mentioned, a bond for \$500 with sufficient sureties, to be approved by the court.

ATTACHMENT ISSUES, as a mesne or original process, where the plaintiff resides in this State or the debt was contracted or made payable therein, and is unsecured, or the security is worthless, upon the filing of an undertaking by plaintiff, conditioned in a sum equal to one-half the amount of claim, but not less than \$200 in gold, for the payment of costs and damages, should the defendant recover judgment. The property of the debtor may be seized anywhere in the State and held to abide the result of suit.

BILLS OF EXCHANGE. See *Promissory Notes*.

BILLS OF SALE are valid, but not in general use.

CHATTEL MORTGAGES are valid if properly executed and recorded, or there is a delivery of the property mortgaged.

DEEDS AND MORTGAGES.—Every conveyance in writing whereby any real estate is conveyed or may be affected, must be signed by the grantor, acknowledged or proved, and recorded in the office of the county where the property is situated.

If acknowledged or proved out of the State, and within any State or Territory of the United States, it may be certified by a judge or clerk of any court of the United States, or of any State or Territory having a seal, or by a commissioner appointed by the Governor of this State for that purpose, or by any notary public, commissioner of deeds, or justice of the peace authorized to take acknowledgments in his State or Territory. When a deed is acknowledged out of this State by any other officer than a commissioner of this State, the secretary of the State or Territory in which the acknowledgment is taken must certify as to the authority of such officer to take acknowledgments in his State, except where the same is acknowledged before a justice of the peace, in which case the certificate must be by the clerk of the county, or of a court of record in the county where such justice resides.

ESTATES OF DECEASED PERSONS.—Claims must be presented, within ten months from the publication of notice to the creditors of deceased, or if contingent, within ten months from the time they become due or absolute. Such notice is required to be published by the executors or administrators immediately after their appointment. If the claimant is a non-resident and has not received such notice, he may present his claim at any time before final distribution.

EXECUTIONS. See *Exemptions and Judgments*.

EXEMPTIONS:

*Homestead*.—By filing declaration of homestead in the recorder's office of the county where the property is situated, the husband, wife or other head of the family may acquire an estate of homestead, not exceeding \$5,000 in value, which shall be exempt from debts or liabilities accruing thereafter, except for mechanics' liens and taxes.

*Personal Property*.—Chairs, tables, desks and books to the

value of \$200; necessary household, table and kitchen furniture, including one sewing machine and one piano belonging to a woman and in actual use in the family; stoves and their apparatus, wearing apparel, beds, bedding and bedsteads, and provisions and fuel for one month; farming utensils or implements of husbandry; two oxen, or two horses or two mules, with one month's food for team, their harness and cart or wagon; all seed, grain or vegetables actually provided for planting or sowing within the ensuing six months, not exceeding \$100 in value; tools of a mechanic or artisan necessary to his trade, notarial seal and records of a notary, instruments and chest of a surgeon, physician, dentist or surveyor, necessary to their profession, with their scientific and professional libraries; the law professional libraries and office furniture of attorneys and judges, and libraries of ministers of the gospel; the cabin or dwelling of a miner not exceeding \$500 in value, and the sluices, pipes, hose, windlass, derrick, ears, pumps, tools, implements and appliances, necessary for mining operations, not exceeding \$500 in value; and two horses, oxen or mules, and their harness and food for one month, when necessary to be used by a miner, cartman, drayman, peddler, teamster, etc.; and the horse and carriage of a minister of the gospel or physician; four cows and calves, and four hogs with their sucking pigs, poultry to the value of \$50, the earnings of a debtor for services rendered within thirty days before levy, necessary for the use of his family residing in the State; shares in a homestead corporation, not exceeding \$1,000 in value, where the holder does not own a homestead, and all benefits of life insurance whose annual premiums do not exceed \$500.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY:

*Legal Rate*, 10 per cent.

Parties may legally contract, in writing, for any rate of interest.

JUDGMENTS.—A judgment is a lien on all the real estate of the debtor, not exempt from execution, in the county where the same or a transcript thereof is recorded. The lien continues only two years, but an execution will issue thereon at any time within five years.

## LIMITATION OF ACTIONS :

*Two Years.*—All actions accruing out of this State, and actions on oral contracts, on open or store accounts for goods sold, and against public officers for their official liabilities.

*Three Years.*—Actions for trespass on real property, for taking, detaining, injuring, or for the recovery of personal property, or for relief on account of fraud.

*Four Years.*—Actions upon written instruments.

*Five Years.*—Actions for the recovery of lands or any interest, rents or profits therein.

**MARRIED WOMEN.**—All property owned by the wife before marriage, or afterward acquired by gift, devise, bequest or descent, with the rents, issues and profits thereof, is her separate property, and she may convey the same without the consent of her husband; all property owned by the husband before marriage, or acquired as above during coverture, is his separate property. Property acquired in any other manner by either husband or wife is common property. The husband has the exclusive management and control of the common property, with the absolute right of disposition; and has, also, control over the separate property of the wife during coverture, but cannot dispose of the same without her co-operation. Upon the death of the husband the wife succeeds to one-half of the common property after payment of debts and costs of administration, but neither dower or tenancy by curtesy is allowed.

**PROMISSORY NOTES.** See *Bills of Exchange.*

**WILLS** must be attested in the presence of the testator by two or more subscribing witnesses.

## CALIFORNIA.

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### NEVADA CITY — Nevada County.

***Deal & Clark.***

M. S. DEAL (District Attorney).

JNO. W. CLARK.

STATE OF CALIFORNIA, }  
 County of Nevada. }

I, John Caldwell, County Judge in and for the County of Nevada, State of California, do hereby certify that Messrs. Deal & Clark, attorneys at law, are efficient to transact any business that may be intrusted to them.

JOHN CALDWELL,

*Judge of the County Court, Nevada County, Cal.*

### SAN BUENA VENTURA — Santa Barbara County.

***Benj. T. Williams*** (formerly Town Attorney and Deputy District Attorney).

This is to certify that B. T. Williams is a practicing attorney at law in this county, of good standing, and competent to transact the or whatever business may be intrusted to him by the International Merchants' Protective Law Association.

MILTON WASON, *County Judge of Ventura County.*

SAN BUENA VENTURA, *March 15, 1873.*

### SAN DIEGO — San Diego County.

***Nelson H. Dodson.***

SAN DIEGO, Cal., *January 10, 1873.*

*To the Merchants' Protective Law Association, New York:*

GENTLEMEN,—Having known N. H. Dodson, Esq., personally and professionally, ever since his admission to practice law by the

Supreme Court of this State, in January, 1869, and I cordially recommend him as a proper person to whom to intrust your business.

S. S. SANBORN, *City Attorney.*

*To the Merchants' Protective Law Association, New York:*

As County Judge of the County of San Diego, State of California, during the four years last past, which time I have known N. H. Dodson, Esq., I cordially recommend him as a faithful and efficient lawyer, prompt in the transaction of business and faithful to his clients.

THOMAS H. BUSH, *County Judge.*

**SAN FRANCISCO — San Francisco County.**

*Haight, Temple & Sawyer.*

HENRY H. HAIGHT (late Governor of California).

JACKSON TEMPLE (ex-Judge Supreme Court).

CHAS. H. SAWYER.

**SHASTA — Shasta County.**

*John S. Follansbee* (ex-District Attorney).

SHASTA, Cal., May 7, 1873.

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I have been personally acquainted with John S. Follansbee, attorney at law at Shasta, for over fifteen years, and know him to be a man of strict integrity, a competent lawyer, and always prompt and reliable in the transaction of legal business intrusted to his charge.

W. E. HOPPING,

*County Judge and ex officio Pro. Judge, Shasta Co., Cal.*

**MODESTO — Stanislaus County.**

*A. G. Stakes* (County Judge).

The following letter explains itself :

"I am the present County Judge of this county, and not disposed to certify to my own professional status. Our District Judge resides in another county, and we have no National Bank hereabouts. We are a *hard currency community.*

Yours truly,

A. G. STAKES."



## COLORADO TERRITORY.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS is not permitted in this Territory.

ATTACHMENTS are granted where the claim exceeds \$20 in the following cases: Where the debtor is about to leave the Territory, or take his property therefrom, or conceals himself, or is converting his property or fraudulently conveying the same with the intent in each case to injure, delay or defraud his creditors, or stands in defiance of an officer, or is a non-resident or foreign corporation. The usual affidavit and bond is required.

BILLS OF EXCHANGE AND PROMISSORY NOTES.—The statute has so remodeled the law that bills and notes stand on nearly the same footing as ordinary written contracts. The provisions, in substance, are as follows: Any promissory note, bill, bond or other instrument in writing, made payable to any person or persons, may be assigned by indorsement thereon under the hand of such person and of his assignee so as absolutely to transfer and vest the property thereof in each and every assignee successively. Protest is not allowed by law, nor is notice necessary. In order to hold an indorser, the maker must be sued at the first term of the court having competent jurisdiction succeeding the maturity of a note, unless the institution of such suit would have been unavailing, or if the maker had absconded or left the Territory when such assigned note, bond, bill, etc., became due, in which case the assignee may recover against the assignor, as if due diligence by suit had been used. The common law rule applies, except where modified as above.

BILLS OF SALE are not valid as to third parties without there is an actual and continued change of possession of the chattels granted thereby.

CHATEL MORTGAGES must be filed for record in the clerk's office of the county where the mortgagor resides if he be a resident; otherwise, in the county where the property was situated at the execution of the mortgage. If not filed as above, they shall be absolutely void as to third parties, unless there is a delivery and acceptance, or the mortgage be acknowledged and recorded in the county of the mortgagor's residence. The lien of a recorded mortgage continues two years.

DEEDS AND MORTGAGES may be acknowledged, when executed outside of this Territory, and within the United States, or the Territories thereof, before the secretary of any such State or Territory, certified by him under the seal of such State or Territory; before the clerk of any court of record of such State or Territory, or of the United States, within such State or Territory, having a seal, such clerk certifying the same under the seal of such court; before any other officer authorized by the laws of such foreign State or Territory, to take and certify such acknowledgments; provided, there shall be affixed to the certificate of such officer a certificate by the clerk of some court of record of the county, city, or district wherein such officer resides, under the seal of such court, that the person certifying such acknowledgment is the officer he assumes to be; that he has authority by the laws of such State or Territory to take and certify such acknowledgment, and that the signature of such officer to the certificate of acknowledgment is the true signature of such officer; or before any commissioner of deeds for such foreign State or Territory appointed under the laws of this Territory, certified under the hand and official seal of such commissioner. When executed out of the United States, before any court of record having a seal, the judge or justice of such court certifying the acknowledgment to have been made before such court, under the seal of such court; before the mayor or other chief officer of any city or town having a seal, certified under such seal by such mayor or other officer, or before any consul of the United States within such foreign country, certified by him under the seal of his consulate.

A married woman must join with her husband in the conveyance of her separate real estate, and be examined "separate and apart" from him by the officer taking the acknowledgment; but she need not join in the conveyance of his property, as she has no dower right therein.

No transfer of real estate or any interest therein will be valid and binding, as to third parties, until recorded in the county where the property is situated.

**ESTATES OF DECEASED PERSONS.**—Claims must be presented during the first year of administration, or they will be forever barred. Debts of the decedent rank in dignity as follows: 1st. Funeral expenses and expenses of last sickness, except the physician's bill. 2d. Costs of administration, and physician's bill for last sickness. 3d. Fiduciary debts. 4th. All other claims exhibited within one year from the granting of letters.

**EXECUTIONS.** See *Exemptions and Judgments*.

**EXEMPTIONS:**

*Homestead.*—Every householder in this Territory, being the head of a family, is entitled to an estate of homestead, not exceeding in value the sum of \$2,000, which is exempt from levy or attachment in any liability or claim incurred after the first day of February, 1868.

The word "homestead" must be entered by the clerk in the margin of the recorded title; and it is only exempt during its occupancy by the owner or some member of his family; and it may consist of a farm of any number of acres, provided it is not situated in a city, village or recorded town plat; or a lot or number of lots in a city, etc., connected together, and occupied as such homestead. The wife must join with the husband in order to mortgage or create any lien upon the homestead, and her acknowledgment must be taken separate and apart from her husband.

*Personal Property.*—The following personal property is exempt: To persons, not the heads of families, necessary wearing apparel, also tools, implements, working animals, books and stock in trade, used and kept for the purpose of carrying on his trade or business. To the heads of families there is exempt the family pictures, library, etc.; wearing apparel, not exceeding \$100 in

value; provisions for the debtor and his family for six months; tools and implements, not exceeding \$200 in value; the library and implements of any professional man, not exceeding \$300; working animals to the value of \$200; cow, calf, ten sheep, and necessary food for six months; also a farm wagon, a plow, harrow, etc., not exceeding \$50 in value. No article of property shall be exempt from sale for the purchase-money.

**IMPRISONMENT FOR DEBT.** See *Arrest*.

**INTEREST AND USURY :**

*Legal Rate*, 10 per cent.

There are no usury laws. Parties may legally agree upon any rate per cent.

**JUDGMENTS** are a lien on the real estate of the judgment debtor for seven years from the last day of the term in which they are rendered, provided execution issues within one year. Executions are liens upon goods and chattels from the time of filing with the sheriff.

**LIMITATION OF ACTIONS :**

*One Year.*—Actions for assault, battery, false imprisonment, slander and libel.

*Three Years.*—Actions for relief, on the ground of fraud, and all causes of action accruing out of the State.

*Six Years.*—All other actions except record judgments.

**MARRIED WOMEN.**—The property, real or personal, which any woman may own at the time of her marriage, or acquire during coverture by descent, devise, bequest, or by gift from any person except her husband, together with the rents, issues and profits thereof, shall be and remain her sole and separate property, not subject to the disposal of her husband nor liable for his debts. She may, during coverture, carry on business, and sue and be sued in her own name, and may dispose of her separate personal property the same as a single woman, but must unite with her husband in the sale of her real estate. She may make a will, but she cannot bequeath away from her husband more than one-half of her property without his consent in writing. If any married man deprives his wife of over one-half his property by will, she may, after his death, accept the conditions of such will or one-half of his whole estate. The husband is liable for the debts of

*COLORADO TERRITORY.*

the wife contracted before marriage, to the extent of the real and personal property he may receive with or through her, or derive from the sale or rent of her lands

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be executed in the presence of two or more subscribing witnesses.

COLORADO TERRITORY.

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**CENTRAL CITY — Gilpin County.**

*Hugh Butler* (ex-Prosecuting Attorney and Member of Legislature).

"I am attorney for Thateher Standley & Co., bankers here, Wells, Fargo & Co., First National Bank, Denver, First National Bank, Georgetown, and have fully my share of other business. I can refer to the houses named, and, for that matter, to any other business house or bank, either here, or in Denver, or Georgetown, whether I happen to be attorney for it or not.

Yours, etc.,

HUGH BUTLER."

**DENVER — Arapahoe County.**

*Graham & Smith.*

D. B. GRAHAM.

L. K. SMITH.

DENVER, Col., *January 20, 1873.*

Messrs. D. B. Graham and L. K. Smith, of this city, are members of the bar of the Supreme Court of this Territory, and are in every way worthy of confidence.

E. T. WELLS, *Judge First District, Colorado.*

## CONNECTICUT.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS.—A debtor may be arrested in a civil process for fraud, but will be released on taking an oath that he has no real or personal property in possession, reversion or remainder, of the value of \$17, or not a sufficient amount to satisfy the demand for which he is imprisoned, except what is by law exempt from execution; and that he has not disposed of any of his estate in order to secure it to his own use or benefit, or to defraud or deceive his creditors. This provision practically nullifies the imprisonment act.

ATTACHMENT. See "*New England Grab Law*."

BILLS OF EXCHANGE. See *Promissory Notes*.

BILLS OF SALE are not in general use in this State.

CHATTEL MORTGAGES are governed by the laws of real estate mortgages, both as to execution and foreclosure; the mortgagor may retain possession of the mortgaged property.

DEEDS OF TRUST are used for the conveyance of land, and are controlled by the same law as other conveyances of realty.

DEEDS AND MORTGAGES. See *Real Estate*.

*Acknowledgments of*.—Deeds executed in any other State or foreign country may be made before any United States consul, or before any notary public or justice of the peace of such State or country. The wife does not join in the deed with her husband, unless individually interested. Dower extends to one-third of the husband's estate of which he died seized.

*Form of Acknowledgments*. See Appendix, *Forms*.

*Record of.*—Mortgages and deeds, both of real and personal property, leases for more than one year, tax liens on real estate, execution and attachment liens on real estate, mechanics' liens and waivers of priority of title by reason of preceding mortgage, must be recorded, and in all cases take precedence from the time of filing for record, and not from the date of the instrument.

ESTATES OF DECEASED PERSONS.—Executors or administrators are allowed six, ten or eighteen months, at the discretion of the court, for the settlement of all claims against the estate; and if the claims against the estate are not presented within the time limited, they are barred, unless the creditor, in the case of insolvent estates, shall, after distribution, discover additional effects not before inventoried. Foreign claims are not barred until two years after administration.

EXECUTION. See *Judgment and Exemption*.

EXEMPTION.—Necessary wearing apparel, bedding, household furniture, arms, military equipments and implements of the debtor's trade. One cow, ten sheep (not exceeding in value \$150), are exempt; and certain specified amount of family stores. One stove, the horse, saddle and bridle, buggy and harness (not exceeding in value \$250), of any practicing physician or surgeon; one sewing machine, in use, one pew in church, in use, and a library, not exceeding in value \$500. There is no homestead exemption in this State.

GARNISHEE AND TRUSTEE PROCESS. See *Attachments*.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS.—Legal rate of interest six per cent. By an act of the General Assembly, approved July 2d, 1872, it is lawful to contract to pay or receive any discount, at any rate, and to contract for payment and receipt of any rate of interest; provided, however, that no greater rate of interest than six per cent per annum shall be recovered in any action, except when the agreement to pay such greater rate of interest is in writing.

JUDGMENTS.—A levy of execution under judgment vests in the plaintiff the first title to the property levied upon, and the lien thus acquired is good against everything but insolvent and bankrupt proceedings. The execution must be levied within sixty



days after final judgment on personal property, and within four months when real estate is attached. The statute of limitations does not run on judgments, and they are not a lien on real estate.

LIMITATION OF ACTIONS :

*One Year.*—On bond for costs, and actions against insurance corporations.

*Eighteen Months.*—Actions against railroads for negligence causing death.

*Two Years.*—Action against officers for neglect in their official duties.

*Three Years.*—Action on parol contracts.

*Six Years.*—Contracts in writing not under seal, account, book debt, negotiable notes and trespass on the case.

*Fifteen Years.*—Bars entry on lands.

*Seventeen Years.*—Contracts under seal, bonds and mortgages. Absence from State, minors, married women, prisoners and *non compos*, form exceptions to the running of the statute.

MARRIED WOMEN may carry on business in their own name in the same manner as a *feme sole*. They can hold real estate to their own use, but cannot convey it unless the husband joins in the deed. The husband holds the personal estate of the wife as trustee; he may act as her agent in collecting rents, profits and interest, but the same is not liable for his debts, except debts contracted for the support of the wife and children. Policies of insurance for the benefit of the wife inure to her sole use, and cannot be taken for the debts of the deceased husband, unless the yearly premium exceeds \$300. The wife is liable for her debts contracted before marriage, and may be sued for the same. A married woman cannot carry on business separate and apart from her husband, unless she has been abandoned by him, in which case she may make valid contracts, sue and be sued alone, or with her husband, and her property may be taken on attachment and under execution, as if she was unmarried.

PROMISSORY NOTES AND BILLS OF EXCHANGE.—Notes, checks, bills of exchange payable at sight or on demand, do not have any days of grace unless specified in the instrument. Promissory notes, of the amount of \$35 or more, are negotiable. Demand and notice are necessary to bind indorsers and guarantors; the

common law or law merchant applies to them, except as herein modified.

WILLS.—All persons, of sound mind and memory and of the age of twenty-one years, may devise real estate, or at the age of seventeen years may bequeath personal property by will, which is required to be in writing, signed by the testator, and subscribed by three witnesses, in the presence of the testator and by his request.

## CONNECTICUT.

**ANDOVER**—Tolland County.

*Myron P. Yeomans* (formerly Judge of Probate).

MYRON P. YEOMANS.

Myron P. Yeomans, of Andover, Conn., is, in my opinion, a young lawyer of excellent legal attainments, and of good moral character, and prompt and faithful in the transaction of legal business.

DWIGHT LOOMIS, *Judge of the Superior Court.*

**HARTFORD**—Hartford County.

*Spencer & Taintor.*

GEORGE M. SPENCER.

HENRY E. TAINTOR.

Messrs. Spencer and Taintor are members in good standing of the bar of Hartford county, Conn., and I believe them to be honest, honorable and reliable lawyers.

DWIGHT W. PARDEE,

*A Judge of the Superior Court of the State of Connecticut.*

**NEW HAVEN**—New Haven County.

*Talcott H. Russell.*

Recommended by a member in good standing.—[Ed.]

**NORWICH**—New London County.

*Henry H. Burnham.*

NEW LONDON COUNTY, }  
NEW LONDON, Nov. 23, 1872. }

*To whom it may concern:*

Mr. Henry H. Burnham, of Norwich, is a member of the bar of this county, of good character and standing. Any business in the

line of his profession, intrusted to his care, I believe will receive from him prompt and faithful attention.

HIRAM WILLEY, *Judge of the Court of Common Pleas for New London County, Connecticut.*

**ROCKVILLE—Tolland County.**

*See TOLLAND.*

**STAFFORD SPRINGS—Tolland County.**

*Samuel E. Stafford.*

STAFFORD NATIONAL BANK,  
STAFFORD SPRINGS, Conn., *April 1, 1873.* }

S. F. KNEELAND, Esq.:

DEAR SIR.—We have had occasion to use S. E. Fairfield, Esq., as an attorney for this bank on several occasions and have found him well qualified to undertake any legal business intrusted to him. Mr. Fairfield is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

Yours truly,

R. S. HICKS.

**TOLLAND—Tolland County.**

*Samuel H. Seward* (P. O., Stafford Springs, Conn.).

This may certify that I am well acquainted with S. H. Seward, Esq., of Stafford Springs, Tolland county, Conn., and can cheerfully recommend him as a lawyer of good standing in his profession, and in every respect worthy of the confidence of all who may intrust him with professional business.

DWIGHT LOOMIS, *a Judge of the Superior Court of the State of Connecticut.*

Rockville, Tolland county, Conn., *April 15, 1873.*

**WILLIMANTIC—Windham County.**

*John M. Hall.*

THE DIME SAVINGS BANK,  
WILLIMANTIC, Conn., *June 3, 1873.* }

*To whom it may concern:*

We have had occasion to use John M. Hall, Esq., as the attorney for this bank, on several occasions, and cheerfully recommend him

## CONNECTICUT.

as well qualified to undertake any legal business intrusted to his care.

Yours truly,

S. F. LOOMER, *President.*

MERCHANTS' LOAN AND TRUST COMPANY, }  
WILLIMANTIC, Conn., June 2, 1873. }

*To whom it may concern:*

Knowing Mr. John M. Hall as well as we do, it is with pleasure that we recommend him as an attorney in every way capable and trustworthy, and believe that all business intrusted to him will meet with that prompt and careful attention its importance merits.

Yours truly,

O. H. K. RISLEY, *Treasurer.*

WM. C. JILLSON, *President.*

## WINDSOR LOCKS—Hartford County.

*William C. Ballard.*

FIRST NATIONAL BANK, }  
SUFFIELD, Conn., April 8, 1873. }

*To whom it may concern:*

I believe Mr. Ballard of Windsor Locks well qualified to transact any legal business intrusted to him, and I cheerfully recommend him to any one requiring his services.

C. A. CHAPMAN, *Cashier.*

I concur in the above.

A. W. CONVERSE, *Treasurer.*

## DELAWARE.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS.—An execution will issue against the person of a defendant after an execution against his property has been returned unsatisfied; or it will issue at once where fraud has been proved, and an affidavit filed that the debtor has not property in the county, liable to a levy under execution, sufficient to satisfy the judgment and costs.

ATTACHMENTS do not issue as a mesne process or original writ. Foreign attachment may issue against the property of a non-resident person or corporation when the demand exceeds \$50. The property attached may be sold *for the benefit of the attaching creditor*.

Domestic attachment may issue against the property of a resident upon an affidavit that he has absconded with the intent to defraud his creditors, or to elude the service of process, and the indebtedness to plaintiff exceeds \$50. *The proceeds of the property attached inure to the benefit of all creditors pro rata*.

BILLS OF EXCHANGE. See *Promissory Notes*.

BILLS OF SALE are in general use in this State; but there must be a delivery, to be binding against innocent purchasers for value.

CHATTEL MORTGAGES are not in general use.

DEEDS AND MORTGAGES:

*Acknowledgment of*.—If taken out of the State, before any consul-general, consl or commercial agent of the United States, at the place of their official residence; before any judge of a court of record, the mayor or chief officer of any city or borough; or

before a commissioner for the State of Delaware; in all cases the seal of office must be attached, and the certificate of a married woman must state "that she, upon private examination apart from her husband, acknowledged that she executed the same willingly, without compulsion or threats, or fear of her husband's displeasure."

*Form of Acknowledgments.* See Appendix, *Forms*.

Conveyances of real estate, or any interest therein, should be under seal, signed by at least one witness, and recorded within one year from its delivery.

ESTATES OF DECEASED PERSONS.—Claims must be filed with the executor or administrator within one year from the time of granting letters of administration.

EXECUTIONS. See *Judgments* and *Exemptions*.

EXEMPTIONS.—One hundred dollars' worth of personal property in Sussex and Newcastle counties. There is no exemption in Kent county, nor any real estate or homestead exemption in the State.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS:

*Legal Rate*, 6 per cent.

Any higher rate is usury, and forfeits both principal and interest. It seems that the borrower may lawfully contract to pay the State tax in excess of interest.

JUDGMENTS of the Superior Court are liens upon real estate from the date of entry; and Justice Court judgments from the date of filing a transcript in the Superior Court. Executions are a lien only on the property levied under them.

LIMITATIONS, STATUTE OF:

*Three Years*.—Actions of tort or wrongs, and on debt and parol contracts.

*Six Years*.—Actions on notes and contracts in writing not under seal.

*Twenty Years*.—Actions on judgments and contracts under seal.

MARRIED WOMEN retain and may acquire real estate, bonds, mortgages, stocks and silver plate, subject, however, to be taken

on a judgment against the husband for her ante-nuptial liabilities. She cannot dispose of the same except by the consent, in writing and under seal, of her husband. She cannot execute a power of attorney, but may carry on business through a power of attorney from her husband; and if he refuses or neglects to support her she may conduct business, and sue and be sued in her own name so long as she lives separate and apart from her husband, and the money acquired thereby will inure to her sole benefit.

**PROMISSORY NOTES AND BILLS OF EXCHANGE.**—There are no statutory changes to the common-law rules pertaining to negotiable paper.

**WILLS.**—A married woman cannot make a valid will. Any *feme sole* or male person, over twenty-one years of age and of sound mind, may dispose of property by will. The will must be in writing, signed by the testator or by some other party in his presence and by his express direction; and the signature must be witnessed by two or more reliable parties, who shall insert their names as witnesses in the presence of the testator.



## DELAWARE.

**DOVER—Kent County.**

*Elias S. Reed* (ex-Member of Legislature).

*To whom it may concern:*

I have no hesitation in commending Elias S. Reed, Esq., as a worthy and reliable man in business, and as a lawyer of good standing in his profession

J. H. BATEMAN,

*Cashier First National Bank of Dover, Del.*

**WILMINGTON—New Castle County.**

*Saml. A. McAlister.*

WILMINGTON, Del., *April 12, 1873.*

This certifies that Saml. A. McAlister, of Wilmington, Delaware, is an attorney, practicing in the courts of the State of Delaware, of good standing in his profession, and well deserving of the confidence of the business community and of the profession generally.

DANL. M. BATES, *Chancellor of Delaware.*

WILMINGTON, *April 15, 1873.*

I certify that Samuel A. McAlister, Esq., of this city, is a member of the bar of this State, of good character, standing and ability, and I believe will faithfully attend to any business that may be placed in his care.

VICTOR DU POINT,

*Pres. Union National Bank.*

## DISTRICT OF COLUMBIA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT is not authorized within the District.

ATTACHMENT.—During the pendency of an action the plaintiff can attach the property of the defendant by filing a good and sufficient bond, conditioned for the payment of damages and costs to defendant, if wrongfully obtained, together with an affidavit by the plaintiff, his agent or attorney, setting forth that the defendant is a non-resident, or that he evades the service of summons, or that he is about to remove his property from the District.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law or law merchant.

BILLS OF SALE are not valid without there is an actual change of possession.

CHATTEL MORTGAGES AND TRUST DEEDS, when duly acknowledged before a justice of the peace, and recorded within twenty days thereafter, are valid and binding, and take priority from the date of record.

## DEEDS AND MORTGAGES :

*Acknowledgments* to convey an interest in real estate, if taken out of the District and within the United States, may be before any judge of a court of record and of law, or before a chancellor of any State, or before any judge of the United States courts, or before any two justices of the peace. The acknowledgment must be accompanied by a certificate of the clerk of such

court, under the seal thereof, that such officer, taking the same, held the office designated therein.

Deeds executed in any foreign country may be acknowledged before a judge or chancellor of any court, master in chancery or notary public of such foreign country.

Two witnesses are required; and a married woman, to release her right of dower, must join with her husband, and must acknowledge the same separate and apart from him.

*Form of Acknowledgments.* See Appendix, *Forms*.

*Record and Lien of.*—Any deed executed in a foreign country must be acknowledged within twelve months from its date, and, if executed within the United States, within six months from its date. When duly acknowledged and recorded, all conveyances, except deeds of trust and mortgages, take effect from the date of acknowledgment. But deeds of trust and mortgages (and other conveyances if not acknowledged, but are recorded within six months from their date) take effect from the time when they are offered for record; and if two or more deeds to the same property are recorded on the same day, they shall take effect from the date of execution and delivery.

ESTATES OF DECEASED PERSONS are administered in the Supreme Court according to the rules of the common law.

EXECUTION. See *Judgments* and *Exemptions*.

EXEMPTIONS.—The following property is exempt from levy under execution: corn and other provisions sufficient for maintenance of the family, bedding, gun, ax, wearing apparel, tools and implements of the debtor's trade, and household implements; and, generally, the statute shields, to a resident debtor, sufficient goods and chattels to enable him to have and procure a livelihood for himself and family.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS:

*Legal Rate*, 6 per cent.

Parties may lawfully contract in writing for any higher rate, not exceeding 10 per cent.

Usury forfeits the entire interest, which, if paid, may be recovered by suit, if commenced within a year thereafter.

**JUDGMENT AND EXECUTION.**—A judgment of the Supreme Court is a lien on the real estate of the defendant from the time of its rendition, and justices' judgments from the date of filing transcript thereof in the clerk's office of the Supreme Court. An execution, when issued, becomes a lien on the personal property of defendant not exempt by statute.

**LIMITATION OF ACTIONS :**

*Three Years.*—Actions of account, upon the case or simple contract, note, or book account, of debt not of speciality, detinue, replevin, trespass or justices' judgments.

*Twelve Years.*—Actions on judgments and contracts under seal.

**MARRIED WOMEN, *Rights of.***—A married woman retains all the property belonging to her at the time of her marriage, or acquired by her after marriage, as her sole and separate property.

*Contracts by.*—She may contract and sue and be sued in her own name, in all matters relating to her sole and separate property, in the same manner as if she were unmarried; and the husband is not liable by any such contracts, and has no control over her separate property.

**PROMISSORY NOTES.** See *Bills of Exchange.*

**WILLS, *Who May Execute.***—Males at the age of twenty-one years and females at the age of eighteen may devise real estate; and males at fourteen and females at twelve may make a valid will of personal property.

*Execution of,* must be in writing, signed by the testator and subscribed in his presence by at least three witnesses.

DISTRICT OF COLUMBIA.

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**WASHINGTON CITY.**

*Edwin L. Stanton* (Secretary of the District of Columbia).

## FLORIDA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT.—An order of arrest in this State will be granted:

1st. If the defendant has been guilty of a fraud in contracting a debt, or assuming the obligation for which the action is brought, or in concealing and disposing of the property, for the taking, detention or conversion of which the action is brought, or to recover damages for fraud and deceit.

2d. When the defendant is a non-resident of the State or about to remove therefrom, in an action for damages on a cause not arising on contract, injury to person or character, or for injuring, wrongfully taking, detaining or converting property.

ATTACHMENT laws are similar to those of the State of New York. See *New York*.

BILLS OF EXCHANGE. See *Promissory Notes*.

BILLS OF SALE are very seldom used in this State.

CHATTEL MORTGAGES.—No mortgage of personal property shall be effectual or valid, for any purpose whatever, unless such mortgage be recorded in the office for record for the county in which the mortgaged property shall be at the time of the execution of the mortgage, unless the mortgaged property be delivered at the time of the execution of the same, or within twenty days thereafter, to the mortgagee, and shall continue to remain truly and *bona fide* in his possession. The same proof is necessary to admit chattel mortgages to record as mortgages of real estate.

DEEDS OF TRUST are not in use in this State.

DEEDS AND MORTGAGES. See *Real Estate* :

*Acknowledgment of.*—Deeds, mortgages, etc., when executed without the State and within the United States, must be acknowledged before a commissioner for the State of Florida; and when no such commissioner has been appointed, the acknowledgment can be taken before the judge of any court of record within his territorial jurisdiction, and must be certified by the clerk thereof, under his official seal.

ESTATES OF DECEASED PERSONS.—Claims must be presented and estates settled within two years, if the administrator or executor publishes notice.

EXECUTIONS. See *Judgments and Exemptions*.

EXEMPTIONS.—Homestead of one hundred and sixty acres of land and improvements, if in the country; a residence and one-half acre of ground in a village or city, and \$1,000 in personal property. An additional sum of \$1,000 worth of property is exempt from all debts incurred prior to May 10th, 1865.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS :

*Legal Rate*, 8 per cent.

Parties may legally contract for any rate per cent.

JUDGMENTS.—Judgments are liens upon all the real estate of the defendant in the county where rendered, and in counties where a transcript thereof is recorded. Executions are liens upon all of the personal property of the defendant, from the time of the delivery to the sheriff.

LIMITATIONS OF ACTIONS :

*Three Years.*—Actions upon a liability created by statute other than a penalty or forfeiture; actions for trespass, for relief on ground of fraud, for taking and detaining goods, for specific recovery of personal property, and on parol contracts.

*Four Years.*—Actions on an open account for goods, wares and merchandise sold and delivered, and an action for an article charged in a store.

*Five Years.*—Actions on instruments in writing not under seal.

*Seven Years.*—Actions for the recovery of real property.

*Twenty Years.*—Actions on judgments and contracts under seal.

By the nineteenth section of the new act of limitations (February 29, 1872), it is provided that all actions not heretofore barred by statute, or that will be barred within sixty days from its passage, are not affected by the limitations of this act, until six months from the date of its approval.

**MARRIED WOMEN** cannot carry on business nor sue or be sued in their own name separate and apart from their husbands. The husband cannot dispose of the wife's property nor use it for the payment of his debts; but in order to protect her property from the husband and his creditors, it must be recorded in the clerk's office of the county where the same is situated, whether possessed at the time of her marriage or subsequently acquired, within six months after such acquisition or marriage.

**PROMISSORY NOTES.**—There is no statutory changes in this State of the common law rules appertaining to negotiable paper.

**WILLS.**—Two witnesses must subscribe to wills, in the presence of the testator.



## FLORIDA.

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### **MARIANNA** — Jackson County.

*Frank Baltzell.*

There is a vacancy in office of County Judge and in this Judicial District. The nearest bank is located at Tallahassee, a distance of seventy-five miles, only one-half of which distance can be gone by railroad.

I take pleasure in referring the Association to ex-Gov. D. S. Walker and ex-Lieut. Gov. W. D. Blayham, of Tallahassee.

### **MILTON** — Santa Rosa County.

*John Chain* (ex-State Senator, Representative and Judge of Inferior Probate and County Courts).

John Chain is a member of the Santa Rosa bar, in the First Judicial Circuit of the State of Florida, of good standing and reputation, and a reliable and responsible gentleman.

JAS. D. WESCOTT, JR.,  
*Associate Justice Supreme Court, Fla.*

July 28, 1873.

### **WELLBORN** — Suwanee County.

*Michael O. Clouts.*

## GEORGIA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT is abolished in this State.

ATTACHMENTS.—Enactments pertaining to attachments and garnishee process are similar to those in the State of Alabama. See *Alabama*.

BILLS OF EXCHANGE AND PROMISSORY NOTES.—The common law rules apply in all cases where the paper is made payable at a bank, except that an accommodation indorser is considered a mere surety. Where notes are not made payable at a bank, a protest or notice is not necessary to hold the indorsers. In other respects, the law merchant applies also to such paper.

BILL OF SALE and deeds of trust may be made to secure a debt, and although the vendor takes a bond or other writing to secure a reconveyance upon the payment of the indebtedness, such conveyances shall not be deemed mortgages nor required to be recorded, but will convey absolute title, not subject, however, to liens or other incumbrances against the estate of the vendee until after the defeasance by the vendor; provided the debtor, if a married man, first obtains the consent of the wife to such transfer.

CHATTEL MORTGAGES are valid and binding on all kinds of personal property. A mortgage on a stock of goods covers all after purchases made to keep up the stock, in which case the lien is lost on the goods sold in the usual course of trade. Priority of lien is governed by the time of filing for record in the county where

the mortgagor resides, or if he is a non-resident, where the chattels lie.

DEEDS OF TRUST. See *Bills of Sale*.

DEEDS AND MORTGAGES or other conveyances of any interest in lands, must be witnessed by two witnesses, one being a consul or vice-consul of the United States, under his official seal, or a judge of the United States Court, or a court of record in the State where executed; with the clerk's certificate, under the seal of the court, as to the genuineness of the signature of such judge; or a commissioner for the State of Georgia.

*Form of Acknowledgments.* See Appendix, *Forms*.

*Record and Lien of.*—Deeds must be recorded within one year from the time of execution and delivery, in the clerk's office of Superior Court, in the county where the property is situated; and mortgages must be recorded in said office within three months after the date of execution.

During the life of the husband, the wife only has a right of dower in the property acquired by the husband by virtue of the marriage. In joining with her husband for the sale of such lands, she must specifically renounce the right of dower, and must acknowledge the same separate and apart from her husband. Since the statute of 1866, the husband acquires no interest in the lands of his wife.

ESTATES OF DECEASED PERSONS.—Debts of the decedent rank in the following order: 1st. Funeral expenses, physician's bill and expense of last sickness. 2d. Expenses of administration, including a year's maintenance of the family. 3d. Taxes or debts due the State or the United States. 4th. Fiduciary debts. 5th. Judgments, mortgages and other liens, according to priority (preferable only as to the property covered by them). 6th. Rent. 7th. Liquidated demands. 8th. Open accounts.

Claims that are not presented within one year, lose their priority under the foregoing classification.

Executors and administrators must file a report yearly with the ordinary.

No special time is given by law to close the estate, and claims may be presented at any time before the estate is settled.

EXECUTIONS. See *Judgments* and *Exemptions*.

EXEMPTIONS.—The head of the family, guardian or trustee of minor children, is entitled to a homestead of the value of \$2,000 in gold, and personal property of the value of \$1,000 in gold, to be selected by the owner.

The exemption does not extend to taxes, purchase money, or money, labor and materials used in improving the property exempted, or in clearing it from incumbrances.

GARNISHEE. See *Attachments*.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS :

*Legal Rate*, seven per cent.

Allowable by special contract ten per cent. Usury extends only to the excess of interest, and must be sued for within six months.

JUDGMENTS of a court of record operate from their date as a lien upon all the property of the defendant, real or personal, in the State and not exempt from execution, excepting bills and notes, accounts and other rights of action.

The statute renders a judgment dormant in seven years, but a return *nulla bona* of an execution thereon revives the judgment and the limitation commences anew.

LIMITATIONS OF ACTION :

*Four Years*.—Actions on open accounts and for the breach of oral contracts.

*Five Years*.—Actions on foreign judgments must be commenced within five years from the time they were obtained.

*Six Years*.—Notes and other contracts in writing, not under seal.

*Seven Years*.—Judgments become dormant in seven years, but they may be revived at any time within three years thereafter, otherwise they are barred.

*Ten Years*.—Suits against executors, administrators, guardians or trustees, except on their bonds.

*Twenty Years*.—Sealed instruments, provided the seal is mentioned therein.

A written promise, signed by the debtor or his authorized agent, will renew the debt or obligation.

MARRIED WOMEN.—*Rights of*.—Property, both real and per-

sonal, held by a woman at the time of her marriage or acquired by her thereafter, by donation or bequest, are held to the separate use of such married woman, and are not subject to the debts or liabilities of the husband.

*Contracts.*—A married woman may, by the permission of her husband, published in a public paper, for at least one month, become a free trader; when she may contract, sue and be sued in her own name, and her separate property is solely liable for her debts in that capacity.

As to her separate property, the wife may, without becoming a free trader, contract as legally as if she was a single woman, except that she cannot bind her separate estate by becoming surety for, or assuming the debts of, her husband.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be executed in the presence of three or more subscribing witnesses.

GEORGIA.

**ALBANY — Dougherty County.**

*Thomas R. Lyon* (Member of Legislature).

ALBANY, Ga., April 26, 1873.

*To whom it may concern:*

We are well acquainted with Thos. R. Lyon, Esq., attorney at law in this place, and we can recommend him as faithful and prompt in the interests of his clients.

JOHN N. DAVIS,

*Agt. C. R. R. and Bkg. Co. and Atty. at Law.*

PETER J. STROZER,

*Judge Superior Court, Albany Circuit, State of Georgia.*

**AMERICUS — Sumpter County.**

*Hawkins & Guerry.*

SAML. H. HAWKINS (President of the Bank of Americus).  
DU POINT GUERRY.

Samuel H. Hawkins, of Americus, is an excellent lawyer, prompt and vigilant in attending to business confided to him, and in every way trustworthy and reliable.

EDMUND H. HAWKINS,  
*Judge Chattahoochie Circuit, Ga.*

April 27, 1869.

Firm testimonial not yet received.

**ATLANTA — Fulton County.**

*L. J. Glenn & Sons.*

LUTHER J. GLENN (Member of Georgia Legislature).

JOHN T. GLENN (Solicitor-General).

— GLENN.

**AUGUSTA—Richmond County.****Joseph P. Carr.**

Georgia, }  
 Richmond County. }

I have well known Major J. P. Carr since the year 1866 as a prominent and leading member of the profession here. His skill and capacity is unquestioned as a practitioner, and I feel no hesitancy in recommending him as a prompt, efficient and reliable attorney at law. I am, etc.,

WM. GIBSON,

*Judge Superior Court, Augusta Circuit.*

Augusta, April 14, 1873.

**BLACKSHEAR—Pierce County.****S. W. Hitch** (Solicitor-General).**CALHOUN—Gordon County.****Robert M. Tarver.**

CALHOUN, Ga., April 14, 1873.

This is to certify that Robert M. Tarver, Esq., of this place, is in good professional standing as a lawyer at the bar of the Cherokee Circuit of the State of Georgia.

D. W. NEEL, *Ordinary, Gordon county, Georgia.***COLUMBUS—Muscogee County.****W. A. Little.**

W. A. LITTLE (Solicitor-General, Chattahoochee Circuit, Georgia).

COLUMBUS, Ga., May 31st, 1873.

W. A. Little, Esq., is a member of the bar of this circuit in good standing, and attends promptly to his business.

W. L. SALISBURY.

*Pres. Mer. and Mchs.' Bank.*

W. A. Little is an attorney at law, of good standing, in Chattahoochee Circuit, and gives to his professional business prompt and efficient attention.

EDMUND H. WORRILL,

*Judge S. C., Chattahoochee Circuit, Ga.*

JUNE 19, 1869.

**COVINGTON — Newton County.**

*Lemuel B. Anderson* (ex-Judge and Solicitor-General).

**CRAWFORDVILLE — Taliaferro County.**

*James F. Reed.*

GEORGIA, }  
*Taliaferro County.* }

At Chambers, Court of Ordinary in and for said State and county. February Term, 1873.

This certifies that Colonel James F. Reed is a gentleman of high character and strict integrity, and is a lawyer of marked ability, and unswerving fidelity to the interests of his clients, and stands at the head of his profession both as regards ability and integrity of character, being well known to me for years, and I take this method of bearing willing testimony to his moral worth and professional character.

CHARLES A. BEAZLEY, *Ordinary for T. Co., Ga.*

**DAHLONEGA — Lumpkin County.**

*Martin A. Beverly.*

**DALTON — Whitfield County.**

*Shumate & Williamson.*

IGNATIUS E. SHUMATE (ex-Member of Legislature).

*To all whom it may concern:*

I take pleasure in saying that the law firm of Shumate & Williamson, of Dalton, Ga., is responsible and reliable. I have no hesitancy in saying that no lawyer or law firm could be found in this region who are more energetic and attentive to professional business or more prompt in remittances. Shumate is a good lawyer, of considerable experience in his profession. Williamson is a young man of fine promise in every respect. The moral as well as professional character of these gentlemen is unimpeachable.

C. D. McCUTCHEEN, *Judge of Superior Court.*

DALTON, Ga., Nov. 12, 1872.



**ELIJAH—Gilmer County.***H Ezekiah R. Foote* (ex-County Court Judge).STATE OF GEORGIA, }  
Gilmer County. }

I certify that H. R. Foote is a practicing attorney of good standing in the Blue Ridge Circuit in said State.

N. B. KNIGHT,

*J. S. C. Blue Ridge Circuit, State of Georgia.**May 12, 1873.*

I, William Ellington, Clerk of the Supreme Court in said county, certify that N. B. Knight, whose signature appears to the foregoing certificate, is the Presiding Judge in said circuit.

WM. ELLINGTON, *C. S. C.**May 12, 1873.***GREENSBOROUGH—Greene County.***Columbus Heard* (State Senator, formerly County Judge, Greene county).

*References.*—C. A. Davis, Hon. M. W. Lewis, Greensborough; Hon. Alex. H. Stephens, Crawfordville; Hon. Augustus Reese, Madison.

**GRIFFIN—Spaulding County.***Boynton & Dismuke.*

JAS. S. BOYNTON (ex-County Judge and Ordinary).

FRED. DISMUKE (Ordinary [Probate Judge], Spaulding county).

I take great pleasure in recommending Messrs. Boynton & Dismuke as gentlemen of legal ability and strict integrity.

Judge Boynton, the senior member, has held several offices of honor and trust at the hands of his people, and the junior member, Mr. Dismuke, is now Probate Judge of his county.

JOHN A. HALL

*Judge Superior Court, Flint Circuit.**February 24, 1873.*

**IRWINTON — Wilkinson County.**

*Jno. W. Lindsey.*

STATE OF GEORGIA, }  
 Wilkinson County. }

OFFICE COURT OF ORDINARY, }  
 January 15, 1873. }

S. F. KNEELAND, Esq.:

DEAR SIR.—I take pleasure in stating to you that I am personally acquainted with J. W. Lindsey, Esq., of this county, and have been for many years, and know well his professional character, which I can certify to as being good. As a lawyer he stands well among his profession, and for honesty, integrity and promptness in the discharge of his professional duties he stands second to none.

Given under my hand and official seal of office.

C. M. LINDSEY, *Judge Court of Ordinary.*

**LA GRANGE — Hough County.**

*Speer & Speer.*

JOHN A. SPEER (formerly Judge County Court and Prosecuting Attorney).

D. N. SPEER.

LA GRANGE BANKING AND TRUST COMPANY, }  
 LA GRANGE, Ga., November 4, 1872. }

*To whom it may concern:*

We have long and favorably known Speer & Speer, attorneys at law. Their standing as lawyers and citizens is most deservedly high. They are in a pecuniary way unquestionably prompt and very responsible. Any and all business intrusted to their care will be promptly attended to and collections quickly forwarded.

JOHN F. MORELAND, *Cashier.*

**MADISON — Morgan County.**

*Greene S. Foster.*

This is to certify that Greene S. Foster is a regular practitioner of good standing in the Circuit or Superior Courts of Ocmulgee Circuit, in the County Court of Morgan county, Georgia, and all inferior judicatories of the same Commonwealth.

Signed at Chambers on this 16th day of April, 1873.

C. H. ANDREWS,

*Judge of the County Court of Morgan County, Ga.*

**MILLEDGEVILLE — Baldwin County.**

*Wm. G. McAdoo* (ex-District Judge and Solicitor-General of Ga., and member of Legislature and Attorney-General of Tenn.).

MILLEDGEVILLE, Ga., *January 11, 1873.*

I hereby certify that Hon. W. G. McAdoo, of this city, formerly Judge of the District Court of this Judicial District of the State of Georgia, is a practicing attorney in good standing, and enjoys alike an unblemished professional and personal reputation.

M. R. BELL, *Ordinary, Baldwin County.*

**OGLETHORPE — Macon County.**

*Thomas P. Lloyd* (ex-Solicitor-General).

"As to testimonials, modesty and common sense have always suggested to me a rule which I invariably follow, that is, *never* assume or undertake to do a thing, or to transact any business concerning which you know little or nothing.

"Yours very respectfully,

"THOMAS P. LLOYD."

**ROME — Floyd County.**

*Hamilton Yancey.*

BANKING HOUSE OF ALLGOOD & HARGROVE, }  
ROME, Ga., *April 14, 1873.* }

We take pleasure in recommending Mr. Hamilton Yancey, attorney and counselor at law, as being perfectly reliable in every respect. We have intrusted considerable business to him and have found him very prompt.

ALLGOOD & HARGROVE.  
BERRYS & CO.

**SAVANNAH — Chatham County.**

*Thomas R. Mills, Jr.* (Member of Legislature).

SAVANNAH, *8th March, 1873.*

Hon. T. R. Mills, Jr., is a lawyer of standing in this State. In his practice before this court I have always found him well qualified

to undertake any business intrusted to him, and is prompt and faithful in the discharge of his duties to his clients.

W. SCHILY, *Judge Sup. Ct., Ga.*

**SOMERVILLE — Clinch County.**

**J. L. Sweat.**

SOMERVILLE, CLINCH COUNTY, Ga., }  
*April 20, 1873.*

Mr. S. F. KNEELAND, *Albany, N. Y.:*

GEORGIA, }  
*Clinch County.*

I, E. T. Dukes, Clerk Superior Court of the county aforesaid, do hereby certify that J. L. Sweat, Esq., is an energetic and reliable attorney, and that, in my opinion, business intrusted to his care, anywhere in southern Georgia, will receive prompt attention.

Given under my hand and seal of office this April 20, 1873.

E. T. DUKES.

**SWAINSBOROUGH — Emanuel County.**

**Josephus Camp** (formerly County Solicitor).

**THOMASTON — Upson County.**

**Matthew H. Sandwich** (ex-Solicitor-General).

Indorsed by

JOHN S. HALL,  
*Judge Superior Court, Flint Circuit, Georgia.*

**THOMSON — McDuffie County.**

**Paul C. Hudson.**

AUGUSTA, Ga., *January 1, 1873.*

*To all persons whom it may concern:*

I have known Paul C. Hudson, an attorney at law, residing at Thomson, Ga., for the past two years, and can safely recommend him as a reliable and trustworthy lawyer, being well posted on the Code and statute laws of the State, as well as our practice. He can be safely intrusted with any business pertaining to his profession.

WILLIAM GIBSON,  
*Judge Superior Court, Augusta Circuit, Ga.*

**QUITMAN — Brooks County.**

**John G. McCall** (ex-Judge of Probate Court).

QUITMAN, Ga., *February 14, 1873.*

John G. McCall is a practicing attorney and counselor at law, of some ten years' experience. He is an active, energetic and reliable lawyer, and I cheerfully recommend him to those having business in this section of the State.

EDWARD R. HARDEN, *Judge C. C., B. C.*

ry 14, 1873.  
elor at law, of  
ic and reliable  
aving business

C. C., B. C.

IDAHO TERRITORY.

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**BOISE CITY** — Ada County.

*Albert Heed* (ex-District Attorney).

We, the undersigned, Judges of the Supreme Court of Idaho Territory, take pleasure in certifying that we are acquainted with Albert Heed, and know him to be well qualified to undertake any legal business intrusted to him. He is prompt and faithful to the interest of his clients.

DAVID NOGGLE, *Chief Justice, I. T.*

M. E. HOLLISTER, *Asst. Justice, I. T.*

W. C. WHITSON, *Asst. Justice, I. T.*

BOISE CITY, *Jan. 17, A. D. 1873.*

## ILLINOIS.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens.*"

ARREST AND IMPRISONMENT FOR DEBT is greatly discredited by the courts, except in extreme cases. The statutory grounds for arrest are:

1st. When a debtor refuses to surrender his property for the benefit of his creditors, when so required by law, or for the satisfaction of an execution against him.

2d. When sufficient facts appear by affidavit to make a strong presumption of fraud, and the creditor is in danger of losing his claim unless a warrant is issued.

ATTACHMENTS may be issued as a remedial process in any existing action upon a money demand exceeding twenty dollars in amount when the defendant has departed, or is about to depart, from the State with the intention of removing his property therefrom; or conceals himself, or stands in defiance of an officer, so that process cannot be served on him; or is a non-resident person or foreign corporation; or has fraudulently conveyed or assigned his property, with the intent to defraud his creditors, within two years prior to the commencement of the suit; or has fraudulently concealed or disposed of his property, so as to hinder or delay his creditors, within said two years; or is about, fraudulently, to conceal or dispose of his property, with the intent to hinder, defraud or delay his creditors.

Attaching creditors share *pro rata* in the proceeds of the property attached.

The plaintiff must give bonds in double the amount of the claim.

*Garnishment.*—The sheriff, upon failing to find property of the defendant sufficient to satisfy the attachment, may garnishee any person having any property, effects or rights of action in his possession belonging to the defendant, or who may be indebted to the defendant; and he may attach the property discovered thereby, or attach other property of the garnishee if the indebtedness be ascertained to exist for more than the sum of \$20.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common-law rules pertaining to commercial paper, except that, where notes are negotiated in the State of Illinois, protest is unnecessary; and, to charge the indorsers, suit must be commenced against the maker in the county of his residence at the first term of court after maturity, to which suit could properly be brought, and pursued to insolvency; without the maker is notoriously insolvent, in which case, suit may be brought immediately after default against the indorser.

Judgment notes are much in use, and costs may be legally included therein if provided for in the note. Judgment may be entered immediately after default without further legal proceedings, and will be as valid and effective as if obtained compulsorily in court.

BILLS OF SALE are governed by the same rules as chattel mortgages.

CHATTEL MORTGAGES must be acknowledged before a justice of the peace and recorded, or the property delivered to the mortgagee, to be binding as to innocent third parties. If recorded, the lien is only good for two years, and is entirely lost without foreclosure proceedings are commenced immediately after a default in the mortgage.

DEEDS OF TRUST.—As to acknowledgments, executions, recording and foreclosure, see *Deeds and Mortgages*.

Trust deeds in this State are preferable to mortgages, as mortgages are not allowed to bid the property in on foreclosure, and must execute the trust personally, which is often disadvantageous to non-residents.

DEEDS AND MORTGAGES (*Real Estate*) may be acknowledged before either of the following officers: any judge or justice of the Supreme or District Court of the United States, or of the



Supreme, Superior or Circuit Court of any of the United States; a commissioner appointed to take the acknowledgment of deeds; a justice of the peace whose office shall be certified to by a clerk of a court of record if for use without the State or county where executed; or by any mayor, notary public or clerk of a court of record under their official seal.

Any acknowledgment that is executed according to the laws of the State where taken will be sufficient to transfer property in the State of Illinois, provided the certificate of the officer taking the same is authenticated by a clerk of a court of record under his official seal, who shall also specify that the acknowledgment is made according to the laws of the State where taken.

*Form of Acknowledgments.* See Appendix, *Forms*.

ESTATES OF DECEASED PERSONS.—Claims should be presented for proof within one year from the granting of administration. The statute fixes no time within which the estate is to be closed; but executors or administrators must give, within six months from the time of their appointment, notice to all the creditors of the time fixed by them for settling the accounts against the deceased. If claims are objected to, suit may be commenced thereon after the expiration of one year from the granting of letters, and within one year next after the time the executors or administrators have settled their accounts with the probate court.

EXEMPTIONS. See *Judgments and Exemptions*.

EXEMPTIONS.—The following property is exempt from levy or attachment against a resident householder in this State, being the head of a family and residing with the same: all necessary wearing apparel, beds, bedsteads and cooking utensils, household furniture of the value of \$15, one weaving loom and the appurtenances, stove and pipe, one milch cow and calf, two sheep and the fleeces taken from the same, or the fleeces of two sheep purchased for the family by a person owning no sheep, and the yarn or cloth manufactured from the same, necessary provisions and fuel for the use of the family for three months, necessary food for the exempted stock, and other property, of the value of \$60, suitable to his or her condition in life. *In addition to the above* there shall be exempted from levy or forced sale all family pictures, school books and the family library, household furniture

of the debtor of the value of \$100, one yoke of oxen, or one horse in lien thereof, not to exceed in value the sum of \$100, with the harness therefor, and one plow and harrow.

*Homestead.*—There shall also be exempt the homestead, occupied by such resident, to the value of \$1,000. This exemption extends to the widow and children until the youngest child is twenty-one years of age, if it is occupied by them in the meanwhile. If the value of the homestead exceeds \$1,000 it may be sold by the sheriff on sixty days' notice, unless the execution debtor shall pay him within that time the surplus over the amount of exemption. In case of sale, \$1,000 of the proceeds is refunded to the debtor and is exempt for one year thereafter.

GARNISHEE OR TRUSTEE PROCESS. See *Attachments*.

INTEREST AND USURY LAWS:

*Legal Rate*, 6 per cent.

*Allowable* by special agreement, 10 per cent.

*Usury* forfeits the entire interest, but does not affect the principal.

Open accounts do not draw interest without special agreement for that purpose.

IMPRISONMENT FOR DEBT. See *Arrest*.

JUDGMENTS are a lien on all of the real estate in the county where judgment is rendered. The lien continues ten years, provided execution is issued within one year next after the docket of judgment. In Cooks county the lien commences from the entry of the judgment, but, in other parts of the State, from the last day of the term of court where judgment was perfected.

*Executions* are liens upon the personal property as soon as they are filed with the sheriff. Property must be sold under execution in the following order, without the debtor chooses to turn over at once sufficient personal property to the sheriff: first, unincumbered real estate; second, the residence of the debtor; and, third, his personal property.

Executions may be issued to any county in the State.

LIMITATION OF ACTIONS:

*One Year.*—Actions for libel and slander.

*Five Years.*—Actions upon open account, of account stated,

and upon the case; and actions in tort for trespass, trover and replevin.

*Sixteen Years.*—Actions upon judgments and upon promissory notes, bills of exchange and other instruments in writing.

*Twenty Years.*—Actions for the recovery of real property.

MARRIED WOMEN may hold, in their own right, as their sole and separate property, all property belonging to them at the time of their marriage, or acquired by them during coverture from any person other than their husbands, and the rents and profits of such property; and may legally contract and maintain a suit or action at law in reference to the same. They may be sued in equity on their contracts, but not in law. Their dower right accrues to one-third of all the real estate owned by the husband during coverture, and they are heirs-at-law of one-third of the personal estate of their husbands.

The earnings of a married woman belong to her exclusively.

WILLS.—Real estate may be devised by males at twenty-one, and by unmarried females at eighteen. Personal property may be bequeathed by will at the age of seventeen.

Married women may dispose of their separate estate by will as well as by contract.

Wills must be in writing and signed by the testator in the presence of at least two subscribing witnesses.

## ILLINOIS.

**ALEDO—Mercer County.***Louis D. Holmes.**To whom it may concern:*

I know L. D. Holmes as an attorney, and believe him to be prompt and faithful to his clients and worthy of confidence.

JOSHUA BRUNER, *County Judge.*

**AURORA—Kane County.***Newell E. Nichols* (ex-City Attorney).

AURORA, KANE COUNTY, Ill., *April 12, 1873.*

*To whom it may concern:*

Having been personally acquainted with Mr. N. F. Nichols for the last five years, we hereby cheerfully recommend him to any one who may desire his services as an attorney, as capable, prompt and in all respects entirely reliable and trustworthy.

E. A. BRADLEY,

*Cashier First National Bank, Aurora, Ill.*

I cheerfully and fully indorse the above.

G. W. PANINGTON,

*Late Circuit Clerk said Kane County, Ill.*

**BARRY—Pike County.***Alvah C. Laing.*

STATE OF ILLINOIS, }  
*Pike County.* }

I, R. M. Atkinson, Judge of the County Court of the County and State aforesaid, certify that I am personally acquainted with Alvah C. Laing, attorney at law, of the city of Barry, in said Pike county, and cheerfully recommend him to the Merchants' Protective

Law Association as reputable in profession and in every sense trustworthy and reliable.

R. M. ATKINSON, *County Judge.*

**BELVIDERE — Boone County.**

*Chas. E. Fuller.*

JUDGE'S CHAMBERS OF SECOND JUDICIAL CIRCUIT, }  
IN THE STATE OF ILLINOIS, }  
WOODSTOCK, June 11th, 1873. }

*To the Merchants' Protective Law Association, Albany, N. Y.:*

GENTLEMEN.—I, the undersigned, T. D. Murphy, Judge of the Second Judicial Circuit, Ill., do certify and take pleasure in saying, that I have long and well known Mr. Chas. E. Fuller, of Belvidere, Boone county, in my circuit; that I regard him as a high-toned, honorable gentleman, both personally and professionally entitled to the fullest confidence and faith of the business public; and I have no doubt, from his well known ability and habits of industry and energy, you will find business relations with him in all respects satisfactory.

Respectfully,

T. D. MURPHY, *Judge, etc.*

**BENTON — Franklin County.**

*John S. Smith.*

STATE OF ILLINOIS, }  
*Franklin County,* } ss.:

According to the request of John S. Smith, Esq., an attorney practicing within my judicial circuit, I hereby certify that he is an attorney of good and reputable character.

S. C. DUFF,

*Judge Twenty-sixth Judicial Circuit of Illinois.*

**BLOOMINGTON — McLean County.**

*Walter M. Hatch* (formerly City Attorney).

THE NATIONAL BANK OF BLOOMINGTON, }  
BLOOMINGTON, Ill., April 22, 1873. }

WALTER M. HATCH, Esq.:

DEAR SIR.—Regarding an official letter of recommendation from this bank, I have to say that several years since, for a special reason, the directors of this bank decided that the name of the bank should not be made use of for that purpose. If it was not for that reason

it would give us pleasure to issue such a one as you desire, from our long acquaintance with you.

You can, however, if it will answer, refer any person wishing to make inquiry about your standing in this community to this bank, and any such inquiry will be promptly responded to.

Yours respectfully,

E. THORP, *Cashier.*

BLOOMINGTON, *April 22, 1873.*

We have known Mr. W. M. Hatch a number of years, and have no hesitation in recommending him as worthy of your confidence, and believe any business you may intrust to him will be faithfully attended to.

Yours, etc.,

McCLURE, HOLDEN & CO., *Bankers.*

**BUSHWELL — McDonough County.**

*S. A. Epperson.*

*To all whom it may concern:*

This is to certify that we are well acquainted with S. A. Epperson, know him to be perfectly responsible and well qualified to undertake any legal business that may be intrusted to him. Mr. Epperson is reliable, prompt and faithful in the interest of his clients. This testimonial is very cheerfully accorded.

J. B. CUMMINGS,

*Cashier Farmers' Nat. Bank of Bushwell.*

S. C. HAINES,

*Director of Far. Nat. Bank.*

WILLIAM SHREVES.

JAMES COLE.

**CANTON — Fulton County.**

*Daniel Abbott.*

Refers to Hon. C. L. Higbie, Judge of Circuit Court, Pittsfield, Pike county, Ill.

**CARLINVILLE — Macoupin County.**

*W. E. P. Anderson.*

I do not feel disposed to ask for a recommend from either of the judges until I have had business enough before them to justify

them in giving me a suitable recommendation. I was admitted to the bar August 31st, 1871, and feel fully competent for whatever business you might intrust me with. I have nearly seven hundred acres of unencumbered real estate in this county, worth forty to forty-five dollars per acre, which I regard as security to my clients. I will refer you to the County Judge, P. C. Huggins, who is also President of the First National Bank here; to Messrs. Chesnut & Dubois, who are bankers here; also, to C. H. C. Anderson, President of the Henderson, Severn and Real Estate Association Bank of this place, or to any other citizen of Carlinville.

Yours very truly,

W. E. P. ANDERSON.

**CARLYLE--Clinton County.**

*Ramsay & Richardson.*

R. N. RAMSAY (formerly Clerk County Court).

T. J. RICHARDSON.

**CARMI—White County.**

*Ross Graham.*

*To whom it may concern:*

I take pleasure in recommending Ross Graham as an attorney well qualified to undertake any legal business intrusted to him, knowing him to be faithful and prompt in the interest of his clients.

SAMUEL H. MARTIN,

*County Judge, White County, Illinois.*

CARMI, April 16th, 1863.

**CENTRALIA—Marion County.**

*Simpson A. Frazier.*

OFFICE OF THE FIRST NATIONAL BANK OF CENTRALIA, ILL. }  
CENTRALIA, Ill., February 19, 1873. }

*To the Merchants' Protective Law Association, Albany, N. Y.:*

This will certify that S. A. Frazier, of this city, is an attorney in good standing, and may be safely relied upon for the faithful performance of any business intrusted to his care.

E. S. CONDIT, *President.*

F. KOHL, *Cashier.*

**CHAMPAIGN — Champaign County.**

*Jabez B. Watkins.*

J. B. Watkins is an attorney in good standing; his business, promptness and integrity is beyond question.

A. M. AYERS, *County Judge.*

*April 11, 1873.*

**CHICAGO — Cook County.**

*Scates, Olney & Whitney.*

WALTER B. SCATES (late Chief Justice of Illinois).

JOHN OLNEY (late Judge of the Twenty-sixth Circuit of Illinois).

HENRY C. WHITNEY (ex-Senator of Kansas).

**DECATUR — Macon County.**

*John W. Smith.*

RUCKER, HAMMER & Co., BANKERS, }  
DECATUR, Ill., *April 21, 1873.*

We hereby certify that John W. Smith of this city is an attorney of pecuniary responsibility and ability as a lawyer. His habits are strictly moral and temperate, and he is energetic in business.

Respectfully yours,

RUCKER, HAMMER & CO.

**DIXON — Lee County.**

*Eugene Pinckney.*

**EAST ST. LOUIS — St. Clair County.**

*John B. Bowman* (formerly Police Magistrate).

EAST ST. LOUIS, Ill., *Dec. 28, 1872.*

S. F. KNEELAND, Esq., *Albany, N. Y.:*

I don't care to trouble anybody for a testimonial. If you can't insert my name without such, you may leave it out. I want your book more for getting other addresses than advertising myself. Have enough to do, any way.

JNO. B. BOWMAN.



**EFFINGHAM — Effingham County.****H. B. Kepley.**STATE OF ILLINOIS, }  
Effingham County. }

I, Jonathan Hook, Judge of the County Court within and for the county aforesaid, do hereby cheerfully recommend H. B. Kepley, Esq., as being well qualified to undertake any legal business intrusted to him, and as being prompt, reliable and responsible.

JONATHAN HOOK, *County Judge.***EL PASO — Woodford County.****Allison M. Cavan** (formerly Member of Legislature).**GALENA — Jo Daviess County.****Madison Y. Johnson.***To whom it may concern :*

I have known M. Y. Johnson, Esq., an attorney of this State, during all the time I have been connected with the courts (some twenty-four years), and have always found him well qualified as an attorney, prompt and faithful to the interests of his clients, and trustworthy and responsible to all engagements.

This testimonial is cheerfully given by me in compliance to the rules of the International Protective Law Association.

RICHARD SEAL, *Judge.*GALENA, Ill., *May 19, 1873.*

I fully indorse the above testimonial.

WILBUR F. CRUMMER,  
*Clerk County Court, Jo Daviess County, Ill.***GENESEO — Henry County.****Frank H. McArthur.****GOLCONDA — Pope County.****Thomas H. Clark.**

Thomas H. Clark, of Pope county, Ill., is an attorney of good standing and reputation, prompt and faithful.

DAVID J. BAKER, JR., *Judge Nineteenth Circuit, Ill.*  
CAIRO, Ill., *June 12, 1869.*

**HARDIN—Calhoun County.****F. M. Greathouse.**

F. M. Greathouse is a member of the bar of Calhoun county, Illinois, in good standing and reputation, and worthy of entire confidence.

D. T. SIMPSON, *County Judge.*

**HAVANA—Mason County.****Orlando H. Wright** (formerly Clerk Circuit Court).

HAVANA, Ill., *April 11, 1873.*

*To whom it may concern:*

The Hon. O. H. Wright is a lawyer of good standing at the bar, and to whose character for probity, industry, intelligence and ability, I take great pleasure in subscribing.

[L. S.]

I. A. MALLORY,

*County Judge Mason County, Ill.*

**HILLSBOROUGH—Montgomery County.****A. N. Kingsbury.**

TAYLORSVILLE, *Nov. 1, 1872.*

*To whom it may concern:*

I have known A. N. Kingsbury, Esq., attorney at law, at Hillsborough, Ill., for many years. He is the oldest and among the most reliable and experienced members of the Montgomery county bar, and I most cheerfully accord this testimony to his fidelity and ability as a lawyer and worth as a citizen.

H. U. VANDEVEER,

*Judge Eighteenth Circuit of Illinois.*

**JACKSONVILLE—Morgan County.****Wm. H. Barnes** (ex-Member of Legislature).

JACKSONVILLE, Ill., *May 21, 1873.*

DEAR SIR.—I cheerfully give this testimonial to the fact that William H. Barnes has been a practicing attorney in good professional standing in Morgan county, Illinois, during the past six years that I have been judge of the Circuit Court in said county.

Very respectfully,

CHARLES D. HODGES.

S. F. KNEELAND, Esq., *Albany, N. Y.:*

**JOLIET — Will County.***Wm. W. Stevens.***JONESBOROUGH — Union County.***Jackson Frick.*MR. S. F. KNEELAND, *Albany, N. Y.:*

DEAR SIR.—Jackson Frick, an attorney at law of this place, we have known for more than twenty years. He is in good standing in his profession, in good practice, responsible and attentive to business. We can recommend him to you as a safe and reliable person to employ.

Yours truly,

THOS. HILMAN, *County Judge.*ELIJAH A. WILLARD, *Banker.*

Refers also to Crow, McCreery & Co., St. Louis, Mo.; C. M. Henderson & Co., Chicago, Ill.; Wm. Glenn & Sons, Cincinnati, O.; Fowler & Slocum, New York city; Hogan, Clarke & Sleeper, Boston.

**KANKAKEE — Kankakee County.***Stephen R. Moore.*S. F. KNEELAND, Esq., *Albany, N. Y.:*

I hereby certify that Stephen R. Moore is a reputable lawyer of fifteen years' standing in Kankakee county, Illinois, and business intrusted to him will be promptly attended to.

WESTBROOK S. DECKER,

*County Judge Kankakee County, Ill.*

KANKAKEE, Oct. 28, 1872.

**MACOMB — McDonough County.***John Mosher.*

STATE OF ILLINOIS, }  
*McDonough County,* } ss.:

To S. F. KNEELAND, Esq., *and all whom it may concern:*

We, the undersigned, hereby certify that John Mosher of the city of Macomb, State and county aforesaid, is an attorney at law

in good standing, and a moral, honest, temperate, industrious and trust-worthy gentleman.

I. N. PEARSON, *Clerk Circuit Court.*

J. B. NICKEL, *County Judge.*

Q. C. WARD, *County Clerk.*

CHAS. CHANDLER, *Pres't 1st Nat. Bk.*

MACOMB, Ill., Dec. 21, 1872.

**MAJORITY POINT**—Cumberland County (Town of Prairie City).

*David B. Green.*

Refers to Hon. Hiram B. Davies, Judge of the Twenty-first Circuit of the State of Illinois, Majority Point, Ill.; Hon. James C. Allene, ex-Member of Congress, Robinson, Ill.; Hon. James C. Robinson, M. C., Springfield, Ill.; Hon. John Schofield, Marshall, Clark County, Ill.

**MASON CITY**—Mason County.

*Joseph A. Phelps* (ex-County Judge).

I have known Joseph A. Phelps, Esq., for thirty years, and have always found him prompt and faithful in the interests of his clients, and cheerfully state that I have no doubt of his faithfully returning collections promptly and satisfactorily.

GEO. H. CAMPBELL,

*President 1st Nat. Bank of Mason City, Ill.*

**MATTOON**—Coles County.

*James F. Hughes.*

*To whom it may concern:*

I, the undersigned, having been cashier of the First National Bank of Mattoon for more than three years last past, do hereby certify, that during that time J. F. Hughes has been actively engaged in the practice of the law in this city, and I take pleasure in saying that any business, in the line of his profession, intrusted to him will receive proper attention, and be managed with dispatch and with fidelity to the interests of his clients.

W. B. DUNLAP, *Cashier.*

MATTOON, Ill., June 10, 1873.

**MENDOTA — La Salle County.***Joseph Hunter* (formerly City Attorney).FIRST NATIONAL BANK OF MENDOTA, ILL., }  
MENDOTA, Ill., March 8, 1873.*To whom it may concern:*

We have had occasion to use Joseph Hunter as an attorney for this bank on several occasions, and have found him well qualified to undertake any legal business intrusted to him. Mr. Hunter is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

E. A. BOWEN, *Pres't 1st Nat. Bank, Mendota, Ill.*  
F. GIFFORD, *Cashier.***METAMORA — Woodford County.***Louis J. Feilitzsch.***METROPOLIS — Massac County.***Robert W. McCartney* (formerly City Attorney).*To whom it may concern:*

This is to certify that I have known Robert W. McCartney, Esq., an attorney at law, residing in this city, for and during the past six years, and that in his business transactions as an attorney at law, and as collector of claims, he has been energetic and successful, and prompt in paying over all moneys collected by him, and I cheerfully recommend him to any and all persons who may require the services of an attorney.

EDWARD McMAHON,  
*County Judge, Massac County, Ill.***MOLINE — Rock Island County.***Eugene Lewis.*THE MOLINE NATIONAL BANK, }  
MOLINE, Ill., Jan. 22, 1873.*To whom it may concern:*

I hereby certify that I am well acquainted with Eugene Lewis, a practicing attorney of this city, and that he has a good reputation for capability and efficiency as a lawyer, and bears an irreproachable character for integrity as a man.

Respectfully,

S. W. WHEELOCK, *President Moline National Bank.*

**MONTICELLO—Piatt County.****Lodge & Huston.**

WM. E. LODGE.

HARVEY E. HUSTON.

Messrs. Lodge & Huston, of Monticello, Ill., are reliable and responsible gentlemen, and prompt, experienced and able lawyers.

HIRAM JACKSON, *County Judge, Piatt County, Ill.*

**MURPHYSBOROUGH—Jackson County.****Abraham R. Pugh** (*State's Attorney*).

This is to certify that we are well acquainted with A. R. Pugh, and take pleasure in recommending him as a reliable attorney at law, and are confident that he will attend to all business intrusted to him with promptness and to the best of his skill and ability.

S. S. HALL, *Elec. Bank, Murphysborough.*

GILL J. BURR, *Co. Treasurer.*

**ONARGO—Iroquois County.****Isaac Amerman.**

ONARGO, *November 4, 1872.*

S. F. KNEELAND, *Esq., Albany, N. Y.:*

DEAR SIR.—Understanding that Isaac Amerman, of this place, is desirous of becoming a member of your Association, I cordially indorse him for that position. He has long resided here, and his legal experience for the past seven years, together with his integrity as a business man, render him well qualified to perform any duties that may be assigned to him.

Truly yours,

CHAS. H. WOOD, *Judge Thirtieth Circuit, Ill.*

**OTTAWA—La Salle County.****Edwin W. Dewey.****PARIS—Edgar County.****Cyrus V. Jaquith.**

C. V. Jaquith is a member of the Paris bar, in good standing and reputation.

R. B. LAMON, *County Judge.*

PARIS, Ill., *April 24, 1873.*

**PEORIA—Pike County.**

*James M. Rice* (Member of Legislature).

James M. Rice, an attorney of this city, is a young man of unquestionable integrity, modesty and industry. I know of no young man entitled to more confidence.

S. D. PUTTERBAUGH, *Judge Sixteenth Circuit, Ill.*

PEORIA, Ill., May 8, 1869.

**PETERSBURG—Menard County.**

*John T. McNeely.*

STATE OF ILLINOIS, }  
Menard County. }

OFFICE OF THE JUDGE OF THE COUNTY COURT, }  
MENARD COUNTY, April, 1873. }

I take pleasure in recommending to the Merchants' Protective Law Association John T. McNeely, Esq., of this place, as a young attorney of fine ability, unquestioned integrity, and well qualified to undertake any legal business intrusted to him. Mr. McNeely has the reputation of being prompt and faithful in the interests of his clients.

C. M. ROBERTSON, *Judge Menard County Court.*

I, A. E. Mick, Clerk of the County Court within and for said county, cheerfully concur in the above testimonial.

Witness my hand and official seal, at my office in Petersburg [I. S.] in said county, this 22d day of April, A. D. 1873.

A. E. MICK, *Clerk.*

**PITTSFIELD—Pike County.**

*Robert H. Criswell.*

**PONTIAC—Livingston County.**

*Smith M. Garratt* (District Attorney for the Twenty-seventh Judicial District of Illinois).

**PRAIRIE CITY, BLANDINSVILLE and COLCHES-  
TER — McDonough County.****J. B. McConnell** (P. O., Bushnell, Ill.).BUSHNELL, Ill., *June 11, 1873.*

I hereby certify that Joseph B. McConnell is personally known to me, that he has a good character, and is capable of transacting my business that may be intrusted to him.

J. B. CUMMINGS, *Cashier Farmers' National Bank  
of Bushnell, Ill.*

**PRINCETON — Bureau County.****Henderson, Trimble & Butler.**

THOS. J. HENDERSON.

H. M. TRIMBLE.

HENRY P. BUTLER.

Recommended.

E. S. LELAND, *Judge Circuit Court.***SHAWNEETOWN — Gallatin County.****Carl Roedel** (City Attorney).

FIRST NATIONAL BANK,  
SHAWNEETOWN, Ill., *March 4, 1873.* }

*To whom it may concern:*

Our bank has had occasion several times to employ Mr. Carl Roedel as an attorney, and we have found him prompt and reliable. Mr. Roedel is well qualified to undertake any legal business intrusted to him.

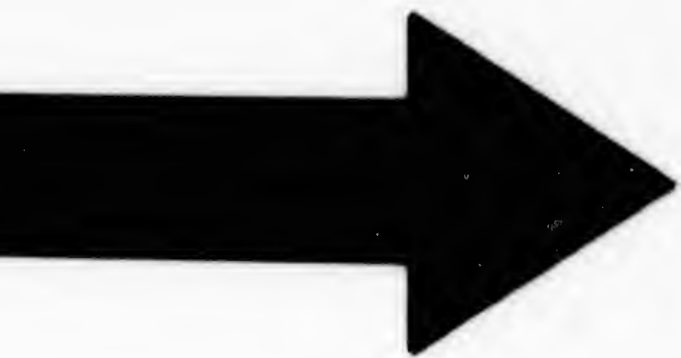
J. MCKEE PEEPLES, *President.*

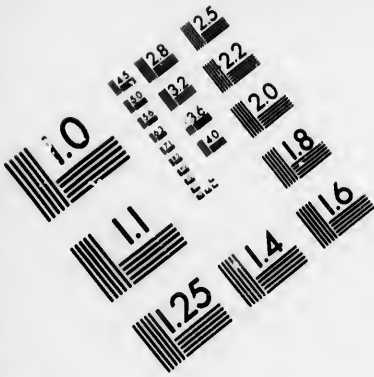
**SHELBYVILLE — Shelby County.****Homer S. Mouser.****SPRINGFIELD — Sangamon County.****Samuel D. Scholes.**

Was fully indorsed by responsible parties.—[Ed.]

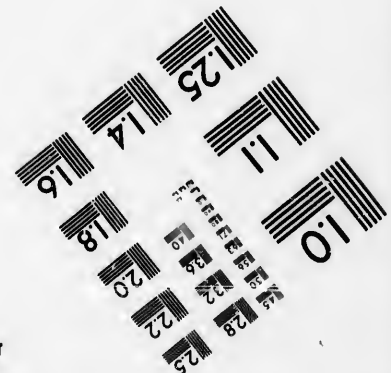
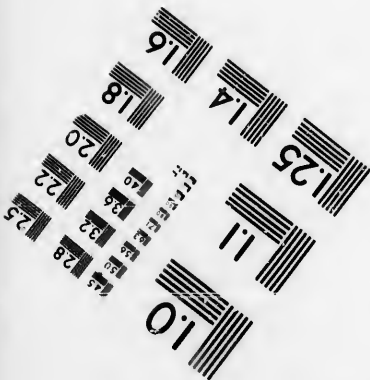
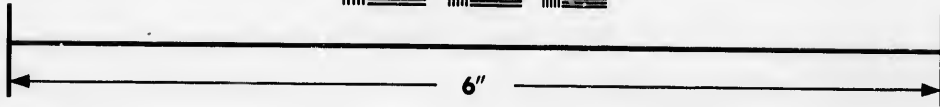
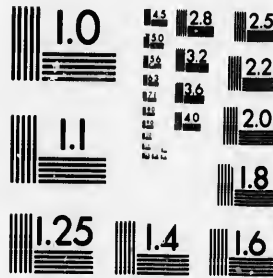








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**STERLING — Whitesides County.***Dinsmoor & Stager.*

JAMES DINSMOOR (ex-Member of Legislature).  
WALTER STAGER.

FIRST NATIONAL BANK, }  
STERLING, Ill., April, 1873. }

We know the law firm of Dinsmoor and Stager, doing business in this city, as reliable and responsible men.

JOHN S MILLER, *President.*  
W. A. SANBORN, *Cashier.*

**SULLIVAN — Moultrie County.***Alvin P. Green.*

SULLIVAN, Moultrie Co., Ill., }  
March 19, 1873. }

Mr. S. F. KNEELAND:

DEAR SIR.—I have had an opportunity to be some acquainted with Mr. A. P. Green of this town, and so far as I am informed, he is worthy to be intrusted with any legal business that might be placed in his hands. I further state that I take pleasure in recommending him to you as a suitable man to become a member of your Association.

[L. S.]

ARNOLD THOMASON, *County Judge.*

I fully concur in the above statement.

A. N. SMYSER, *County Clerk.***SYCAMORE — De Kalb County.***Aaron C. Allen.*

THE SYCAMORE NATIONAL BANK, }  
SYCAMORE, Ill., April 8, 1873. }

*To whom it may concern:*

We cordially and cheerfully recommend A. C. Allen, Esq., of this place, as an attorney well qualified to undertake and conduct legal business intrusted to him, he being prompt and faithful to the interests of his clients.

P. M. ALDEN, *Cashier.*

**TAYLORVILLE**—Christian County.

*James Carroll McBride.*

*To all whom it may concern :* TAYLORVILLE, Ill., Jan. 14, 1873.

I do hereby certify that J. C. McBride is an attorney at law, practicing at Taylorville, Ill., in my circuit, and that I have found him worthy and well qualified to transact any business that may be intrusted to his care, and this is cheerfully accorded.

H. M. VANDEVEER,  
*Judge Eighteenth Judicial Circuit, Ill.*

**TUSCOLA**—Douglas County.

*Robert B. McPherson.*

Recommended by

JAMES STEELE,  
*Judge Twenty-seventh Judicial District.*

Also refers by permission to Hon. Washington Bushnell, Attorney-General of Illinois, Washington, Ill., and First National Bank, Tuscola, Ill.

**WALNUT**—Bureau County.

*J. H. Melvin.*

WALNUT, Bureau County, Ill., }  
*January 3, 1873.*

We have been acquainted with J. H. Melvin, as an attorney, and have found him well qualified to undertake any legal business intrusted to him, and we believe that Mr. Melvin is prompt and faithful in the interests of his clients, and this testimonial is cheerfully accorded.

A. R. STONE,  
SAYERS & MYRICK,  
PIENKOWSKY & CO.,  
*Merchants, Walnut, Illinois.*

**WATSEKA**—Iroquois County.

*Alexander L. Whitehall.*

WATSEKA, Ill., Dec. 30th 1873.

I hereby certify that Alexander L. Whitehall is State's Attorney for this county, and that as an attorney and collector his standing is good. I regard him as honest, capable and deserving of confidence.

C. F. McNEILL, *Judge of the County Court.*

## INDIANA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT.—Imprisonment for debt is prohibited by the Constitution of the State, which provides that no debtor shall be arrested in a civil action except in cases of actual fraud. Debtors are sometimes arrested for contemplated fraud on an affidavit that they are about to leave the State and remove therefrom property with the intent to defraud their creditors. It is questionable whether this is not in violation of the Constitution, and is not generally resorted to.

ATTACHMENTS.—An attachment will issue at the commencement or during the pendency of an action, against the property of the debtor, or to garnishee debts due him. Where it appears, by affidavit:

1. That the defendant is a foreign corporation or non-resident of the State, or
2. That the defendant is secretly leaving or has left the State with intent to defraud his creditors, or
3. That the defendant conceals himself so that a summons cannot be served upon him, or
4. That the defendant is removing or is about to remove his property or a material part thereof out of the State, not leaving enough therein to satisfy the plaintiff's claim, or
5. That the defendant has sold, conveyed and otherwise disposed of his property, or suffered or permitted it to be sold with fraudulent intent to cheat, hinder or delay his creditors, or
6. That the defendant is about to sell, convey or otherwise dispose of his property with such intent.

**BILLS OF EXCHANGE AND PROMISSORY NOTES.**—Promissory notes, if made payable *at a bank in Indiana*, and all bills of exchange, are governed by the common law rules in every respect. Notes not made payable at a bank in Indiana, are not negotiable paper within the commercial meaning. They may be assigned in the same manner, and are subject to all the defenses of ordinary contracts. In order to hold the indorser on such notes, suit must be commenced *immediately* after the default, against the maker, who must be prosecuted to insolvency before a right of action accrues against the indorser, without the maker is notoriously insolvent at the time of the maturity of the paper; in which case the indorser may be proceeded against at once.

Merchants, in taking promissory notes in Indiana, should be careful to have them made *payable at a bank in that State*, and contain also the words, "*Payable without any relief from the valuation and appraisement laws.*"

**BILLS OF SALE** must be recorded within ten days, and require an actual transfer of possession to become valid as to innocent third parties.

**CHATTEL MORTGAGES** are governed by the laws pertaining to bills of sale, as to execution, recording and delivery of property. As every sale of goods, or any interest therein, unless accompanied by immediate delivery and followed by actual change of possession, is presumed to be fraudulent and void as against creditors of the vendor and subsequent purchasers in good faith, unless it appears that such sale was made without the intent to defraud such creditors and purchasers.

**DEEDS OF TRUST**, for the purpose of passing the title to property or for holding it in abeyance as an express trust, are valid and governed by the common law rules relating to trust; but they are not valid for the purpose of securing a debt, or to operate as a mortgage.

**DEEDS AND MORTGAGES** (*Real Estate*) must be in writing, signed by the grantor or his legally constituted attorney, and acknowledged before one of the following officers: a judge or clerk of some court of record, a justice of the peace, notary public, auditor, recorder or mayor of a city, and commissioners of deeds for the State of Indiana, appointed by the governor thereof



for the State where taken; or before a minister, charge d'affaires or consul of the United States in a foreign country. The acknowledgment should be made under the official seal of the officer taking the same, or certified to under the official seal of the clerk of a court of record.

The wife can join in the deed of her husband while she is yet a minor, and her acknowledgment may be taken the same as if she was a single woman. She is not bound by his covenants of warranty, and has no dower interest in her husband's property, but in lieu thereof she takes one-third of the real estate of the husband on his death, free from the claims of creditors, if the whole value thereof does not exceed \$10,000. See *Married Women*.

*Form of Acknowledgments.* See Appendix, *Forms*.

Deeds and mortgages must be recorded within ninety days from the time of their execution and delivery. Mortgages must contain an express covenant for the payment of the sum intended to be secured, to enable the mortgagee to maintain an action to recover that sum; otherwise the remedy is confined to the lands mentioned in the mortgage, without there is some writing or bond given by the mortgagor to make such indebtedness a personal claim against him.

ESTATES OF DECEASED PERSONS.—Claims must be filed in the clerk's office of the Common Pleas Court of the county where administration is granted within one year thereafter, in order to recover costs; and if not filed within thirty days before the settlement of the estate, they will be forever barred. The claims must be in writing, and contain a plain and distinct account of the nature thereof, and the amount due and unpaid thereon, and be verified by the claimant.

EXECUTIONS. See *Judgment* and *Exemptions*.

EXEMPTIONS.—Resident householders may select \$300 worth of property, either real or personal, which shall be exempt from levy or attachment; the statute also applies to parties moving from one place to another within the State.

GARNISHING OR TRUSTEE PROCESS. See *Attachment*.

IMPRISONMENT FOR DEBT. See *Arrest*.

## INTEREST AND USURY LAWS :

*Legal Rate*, 6 per cent.

*Allowable by contract*, 10 per cent.

*Usury*.—The *excess* only is usurious, and may be recovered by action if paid; or recouped, in an action on the contract.

**JUDGMENTS**.—A judgment of the courts of record is a lien on the real estate of the defendant in the county where the judgment roll is docketed or a transcript thereof filed. Judgments of the federal courts operate as liens on all of the real estate of the defendant situated in the State. The lien of judgments continues ten years, and may be revived for ten years longer.

*Executions* may issue at any time within five years from the entry of judgments; leave of court must be obtained after that time, and during the life of the judgment; they are a lien upon the personal property of the defendant in the county where judgment is entered, from the time of delivery to the sheriff, and in other counties from the time the levy is made thereon.

## LIMITATION OF ACTIONS :

*Two Years*.—Actions for injuries to person or character, and for the penalty in the forfeiture of a statute.

*Three Years*.—Actions against a public officer or his sureties, on his official bond.

*Five Years*.—Actions by the defendant, his heirs or assigns, for the redemption of the real estate sold by the sheriff under execution.

*Six Years*.—Actions on accounts, rents, contracts not in writing, trespass and replevin; actions for relief against frauds and for money collected by a public officer.

*Fifteen Years*.—All actions not expressly limited by statute.

*Twenty Years*.—Actions for the recovery of real estate, and actions on written contracts, notes and judgments.

Payment or set-off may be plead, although the same is barred by statute. Persons under legal disabilities may commence an action two years after the disabilities are removed. The *lex loci contractu* governs as to contracts of other States. A promise must be in writing and signed by the party to be charged thereby, to revive a debt barred by the statute.

**MARRIED WOMEN**—Property held by the wife at the time of

her marriage, or acquired by her thereafter, inures to her sole and separate benefit. She has no dower interest in the real estate of her husband, but receives a certain portion of his real estate in fee at the time of his death, being one-third, if the aggregate value is less than \$10,000, one-fourth if between \$10,000 and \$20,000, or one-fifth if the value exceeds \$20,000. She may waive her statutory rights and take under his will, if she elects.

A married woman cannot make a valid contract unless empowered by the court. If her husband abandons her, or is confined in the penitentiary, or is insane, the court, on application, will authorize her to make contracts and to sue and be sued in her own name.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS executed out of the State are governed by the law of the place where executed, as to their validity. The statute requires a will to be in writing, signed by the testator and subscribed by two witnesses in his presence.

The husband cannot devise the real estate, reserved by law to his wife. Married women may devise and bequeath their separate estate.

INDIANA.

ANDERSON—Madison County.

*Milton S. Robinson* (formerly State Senator of Indiana).

FIRST NATIONAL BANK,  
ANDERSON, Ind., Dec. 23, 1872. }

*To all whom it may concern :*

I take pleasure in recommending Col. M. S. Robinson as an attorney who is well qualified to undertake any legal business being an attorney of long practice, and perfectly responsible and faithful in the interest of his clients.

THOS. N. STILLWELL,  
*Pres. First Nat. Bank, Anderson, Ind.*

Milton S. Robinson is a member of the Anderson Bar, of high standing, trustworthy, and a responsible gentleman.

JOHN DAVIS,  
*Judge Seventeenth Circuit, Ind.*

ATTICA—Fountain County.

*Isaac E. Schoonover.*

FIRST NATIONAL BANK OF ATTICA, }  
ATTICA, Ind., Feb. 7, 1873. }

*To whom it may concern :*

We have on several occasions engaged the services of Isaac E. Schoonover, of this place, as an attorney for this bank, and have found him qualified to transact any legal business intrusted to him. We believe him to be prompt and faithful in the interest of his clients, and have full confidence in his integrity.

SAMUEL FINNEY,  
*Cashier First Nat. Bk. of Attica, Ind.*

BROOKVILLE Franklin County.

*Binkley & Jones.*

CHAS. C. BINKLEY.

WM. H. JONES (ex-District and Prosecuting Attorney).

THE BROOKVILLE NATIONAL BANK, }  
BROOKVILLE, Ind., March 31, 1873. }

Messrs. Binkley & Jones are attorneys of experience, and are competent to attend to any business that may be intrusted to their care. They are reliable and responsible, and are the attorneys of our bank.

J. R. GOODWIN, *Cashier.*

JOHN G. ADAIR, *President.*

# THE INTERNATIONAL LAW ASSOCIATION

REFERS TO THE FOLLOWING MEMBERS:

- ALBANY, N. Y.**—Amasa J. Parker and Amasa J. Parker, Jr.  
Hon. Amasa J. Parker, ex-Member of Congress and Legislature, Justice of the Supreme Court and Chancellor.  
Amasa J. Parker, Jr., U. S. Commissioner.
- BENNINGTON, VT.**—Hon. A. B. Gardner, formerly Judge Advocate General, Senator and Lieut. Governor of Vt.
- BOSTON, MASS.**—Messrs. Hilliard, Hyde and Dickinson.  
Hon. Geo. S. Hilliard, late U. S. District Attorney and City Solicitor.  
Hon. Henry D. Hyde, formerly Assist. U. S. District Attorney.  
H. F. Dicklison, Jr., President of Common Council, Boston.
- CHICAGO, ILL.**—Messrs. Scates, Olney & Whitney.  
Hon. W. B. Scates, late Chief Justice of Illinois.  
Hon. John Olney, late Circuit Judge of Illinois.  
Hon. Henry C. Whitney, formerly Senator in Kansas.
- CLEVELAND, OHIO.**—Messrs. J. & J. C. Hutchins.  
Hon. John Hutchins, formerly Member of Congress.  
John C. Hutchins, Esq.
- FREDERICKSBURG, VA.**—Messrs. Murye & Fitzhugh.  
Hon. John L. Murye, Lieut. Governor of Virginia.  
Geo. R. Fitzhugh, Esq.
- MANCHESTER, N. H.**—Messrs. Morrison, Stanley & Hilland.  
Hon. Geo. W. Morrison, Member of 31st and 33d Congress.  
Clinton W. Stanley, Esq.  
Frank Hilland, Esq.
- MEMPHIS, TENN.**—Messrs. Ellett & Phelan.  
Hon. Henry T. Ellett, formerly Member of Congress and Judge Sup. Ct.  
Hon. James Phelan, formerly State Senator of Missouri.
- NEW ORLEANS, LA.**—Messrs. Hawkins & Tharp.  
Hon. John Hawkins, Judge of the Superior Court of Louisiana.  
Isaac Tharp, Esq.
- SAN FRANCISCO, CAL.**—Messrs. Haight Temple & Sawyer.  
Hon. H. H. Haight, late Governor of California.  
Hon. Jackson Temple, ex Judge Supreme Court of California.  
Hon. Chas. H. Sawyer.
- ST. LOUIS, MO.**—Messrs. Polk & Causey.  
Hon. Truett Polk, formerly Governor and U. S. Senator.  
Hon. Wm. F. Causey.
- SYRACUSE, N. Y.**—Messrs. Sedgwick, Kennedy & Tracy.  
Hon. Chas. B. Sedgwick, ex-Member of Congress.  
Chas. H. Sedgwick, Esq.  
Hon. Geo. N. Kennedy, ex-Senator N. Y. State.  
Wm. G. Tracy, Esq.
- UTICA, N. Y.**—Messrs. Conkling, Lord & Coxé.  
Hon. Roseue Conkling, U. S. Senator.  
Hon. Scott Lord, formerly Judge and Member of Congress.  
Alfred Coxé, Esq.
- CANADA:**
- QUEBEC.**—**MONTREAL.**—John A. Perkins, M.A., D.C.L., Professor of Commercial Law, Victoria College.
- QUEBEC.**—Messrs. Andrews, Caron & Andrews.  
Hon. Frederick Andrews, Q. C.  
Adolphe P. Caron, B.C. L.  
Frederick W. Andrews, Esq.
- ONTARIO.**—**KINGSTON.**—Messrs. Campbell & Macdonnell.  
Hon. Alexander Campbell, Q. C., Senator and Postmaster General, Ont.  
Hon. G. M. Macdonnell.
- NOVA SCOTIA.**—**HALIFAX.**—H. W. Smith, Esq., Att'y Gen. of Nova Scotia.

## INDIANA.

**ANDERSON—Madison County.**

*Milton S. Robinson* (formerly State Senator of Indiana).

FIRST NATIONAL BANK,  
ANDERSON, Ind., Dec. 23, 1872. }

*To all whom it may concern:*

I take pleasure in recommending Col. M. S. Robinson as an attorney who is well qualified to undertake any legal business, being an attorney of long practice and perfectly responsible and faithful in the interest of his clients.

THOS. N. STILWELL,  
*Prest. First Nat. Bank, Anderson, Ind.*

Milton S. Robinson is a member of the Anderson bar, of high standing, trustworthy and a responsible gentleman.

JOHN DAVIS,  
*Judge Seventeenth Circuit, Ind.*

**ATTICA—Fountain County.**

*Isaac E. Schoonover.*

FIRST NATIONAL BANK OF ATTICA, }  
ATTICA, Ind., February 7, 1873. }

*To whom it may concern:*

We have on several occasions engaged the services of Isaac E. Schoonover, of this place, as an attorney for this bank, and have found him qualified to transact any legal business intrusted to him. We believe him to be prompt and faithful in the interest of his clients, and have full confidence in his integrity.

SAMUEL FINNEY,  
*Cashier First Nat. Bk. of Attica, Ind.*

**AUBURN — De Kalb County.****Jas. E. Rose.**

Forwarded testimonials, which have been mislaid, and duplicates not yet received.—[Ed.

**BLOOMFIELD — Greene County.****Lucien Shaw.**

BLOOMFIELD, Greene County, Ind., }  
Dec. 21st, 1872. }

*To whom it may concern:*

I hereby certify that Lucien Shaw, of Bloomfield, Ind., is an attorney at the bar of Greene county, and in good standing in the profession, and qualified to undertake any legal business intrusted to him.

H. BURNS, *Judge of Common Pleas Court of the  
County of Greene, and Ninth Jud. Dist. of Ind.*

**BRAZIL — Clay County.***See* NEWTON.**BROOKVILLE — Franklin County.****Binkley & Jones.**

CHAS. C. BINKLEY.

WM. H. JONES (ex-District and Prosecuting Attorney).

THE BROOKVILLE NATIONAL BANK, }  
BROOKVILLE, Ind., March 31, 1873. }

Messrs. Binkley & Jones are attorneys of experience, and are competent to attend to any business that may be intrusted to their care. They are reliable and responsible, and are the attorneys of our bank.

J. R. GOODWIN, *Cashier.*

I cordially indorse the above testimonial.

JOHN G. ADAIR, *President.*

BROOKVILLE, Ind., March 31, 1873.

Messrs. Binkley & Jones are attorneys of experience, and are competent to attend to any business that may be sent them. They are reliable and responsible.

HENRY C. HANNA,

*Judge Thirty-seventh Judicial Circuit, State of Indiana.*

**BUTLER — De Kalb County.**

*George H. K. Moss.*

BUTLER, De Kalb County, Ind., Dec. 12, 1872.

*To whom it may concern:*

This is to certify that George H. K. Moss is a practicing attorney in good standing in this Judicial Circuit; that he is honest and reliable as an attorney and business man, and merits public patronage in his profession.

E. W. FOSDICK, *State Senator, Attorney, etc.*  
HIRAM S. TOUSLEY, *Judge Fourteenth Judicial Circuit of Indiana.*

**CAMBRIDGE — Wayne County.**

*Geo. A. Johnson.*

FIRST NATIONAL BANK OF CAMBRIDGE CITY, Ind., }  
November 25, 1872.

*To whom it may concern:*

DEAR SIR.—We have had occasion to place claims in the hands of Geo. A. Johnson, of this place, at different times, and for several years, and have found him well qualified to undertake any legal business intrusted to him. Mr. Johnson is prompt and faithful in the interests of his clients, and this testimony is very cheerfully accorded.

Yours truly,  
THOMAS NEWBY, *Cashier.*

**CANNELTON — Perry County.**

*E. R. & S. B. Hatfield.*

E. R. HATFIELD.  
SIDNEY B. HATFIELD (formerly Prosecuting Attorney).

**CHARLESTON — Clarke County.**

*Dillon Bridges* (ex-Member of Pennsylvania Legislature).

Dillon Bridges, Esq., is an attorney of good standing in the County of Clarke, State of Indiana.

CHARLES P. FERGUSON,  
*Judge of Court of Common Pleas, Clarke County, Ind.*  
March 7, 1873.



**COLUMBIA CITY — Whitby County.****Hooper & Olds.**COLUMBIA CITY, Ind., *May 23, 1873.*

Messrs. Hooper & Olds are practicing lawyers of Columbia City, both of them personally known to me as attorneys of integrity, responsibility, efficiency, good standing and reputation, and may be safely intrusted with any business in the line of their profession.

R. LOWRY, *Circuit Judge.***COVINGTON — Fountain County.****Richard M. Nebeker** (ex-Member of Indiana Legislature).CRAWFORDSVILLE, Ind., *March 3, 1873.**To whom it may concern:*

It affords me pleasure to certify that R. M. Nebeker, of Covington, Fountain county, Ind., is an attorney of excellent character and standing, and will attend to all business intrusted to him with energy and promptness. His integrity is beyond question.

A. D. THOMAS,

*Judge Thirteenth Judicial District.***CRAWFORDSVILLE — Montgomery County.****Thomas & Thomas.****CROWN POINT — Lake County.****Wm. T. Horne** (District Attorney).

W. T. Horne, of Crown Point, Lake county, Ind., is an honest, industrious and financially responsible practicing lawyer of said county.

H. A. GILLET,

*Judge Thirty-first Circuit, Ind.**May 14, 1873.***DELPHI — Carroll County.****Andrew H. Evans** (ex-Member of Legislature).DELPHI, Ind., *March 6, 1873.*

S. F. KNEELAND, Esq.,

*Agent of Merchants' Protective Law Association:*

This may certify that we are well acquainted with Andrew H. Evans, Esq., and that he is an honorable and trustworthy attorney,

and that we believe that all business intrusted to him will receive immediate attention and all moneys will be promptly remitted.

Respectfully,

JAMES P. DUGAN,  
*President First National Bank Delphi, Ind.*

REED CASE,  
*Cashier First National Bank Delphi, Ind.*

### DUNKIRK — Jay County.

*Israel Allmon.*

I hereby certify that Israel Allmon, Esq., of Dunkirk, Jay county, in the State of Indiana, is well known to me, and I take pleasure in stating that he is a man of good character for integrity and morality; that he is a lawyer of considerable experience, and I have no doubt that he will attend to any business that may be intrusted to him with promptness.

J. M. HAYNES,  
*Judge Thirteenth Judicial Circuit, Ind.*

*February 3d, 1873.*

### ELKHART — Elkhart County.

*Shuey & Vanfleet.*

MICHAEL F. SHUEY (ex-Member of Legislature).  
JOHN M. VANFLEET.

ELKHART, Ind., *Dec. 12, 1872.*

S. F. KNEELAND, Esq. :

DEAR SIR.—I hereby recommend Shuey & Vanfleet as prompt, faithful and efficient attorneys, to whom all legal business can be safely trusted.

B. L. DAVENPORT,  
*Pres. First Nat. Bank, Elkhart, Ind.*

### EVANSVILLE — Vanderburg County.

*Wm. M. Blakey.*

EVANSVILLE, Ind., *March 1, 1873.*

*To whom it may concern :*

I take pleasure in recommending William M. Blakey, Esq., as a rising young man in the legal profession of this city. He has not

resided here long, but no young man among us is more highly respected, professionally or morally.

Very respectfully,

W. P. HARGRAVE, *Judge V. Co. Cir. Court.*

**FORT WAYNE — Allen County.**

*Graham & Gotshall.*

JAS. E. GRAHAM.

MARTIN V. B. GOTSHALL.

FORT WAYNE, Ind., *January 15, 1873.*

*To whom it may concern :*

We, the undersigned, officers of the Fort Wayne National Bank of Fort Wayne, Ind., hereby certify that we are acquainted with Messrs. Graham & Gotshall, attorneys at law in this city, and have found them to be reliable, prompt and faithful in the discharge of every duty pertaining to all legal business intrusted to them, and cheerfully recommend them as trustworthy.

C. D. BOND, *Prest.*

J. D. BOND, *Cashier.*

**FRANKFORT — Clinton County.**

*Doyal & Gard.*

SAMUEL H. DOYAL (formerly District Attorney).

PERRY W. GARD.

FIRST NATIONAL BANK, FRANKFORT, Ind., }  
*March 6, 1873.*

*To whom it may concern :*

We have had occasion to use Messrs. Doyal & Gard as attorneys for this bank on several occasions, and have found them well qualified to undertake any legal business intrusted to them. Messrs. D. & G. are prompt and faithful in the interests of their clients, and this testimonial is very cheerfully accorded.

Respectfully,

D. P. BARNER, *Cashier.*

I cordially indorse the above testimonial.

TRUMAN H. PALMER,  
*Judge Twentieth Circuit, Ind.*

**GOSHEN — Elkhart County.****Wm. C. Wilson.**

GOSHEN, Ind., Dec. 12, 1872.

*To whom it may concern :*

We take great pleasure in recommending Mr. W. C. Wilson, an attorney of our town, as competent and reliable as a business man, and well qualified as an attorney to undertake any legal business intrusted to his care.

M. MERCER, *Pres. First Nat. Bank.*IRA W. NASH, *Cashier City Nat. Bank.***INDIANAPOLIS — Marion County.****Edwin A. Davis** (Author of Davis' Indiana Digest, etc.).CLERK'S OFFICE, UNITED STATES COURTS,  
INDIANAPOLIS, Dec. 13, 1872. }*To whom it may concern :*

Edwin A. Davis has for the past twelve years been a practicing attorney in the U. S. courts in this district, and for the past ten years a U. S. Commissioner of the Circuit Court, and also the author of Davis' Indiana Digest, and the editor of various other valuable law works. To my knowledge Mr. Davis has had a large experience in commercial and bankrupt law; is prompt and reliable.

J. D. HOWLAND, *Clerk U. S. C., Indiana.*

We regard E. A. Davis as a prompt and reliable attorney, to whom business may be safely intrusted.

FIRST NATIONAL BANK,

By I. COHN, *Cashier.***JEFFERSON — Clarke County.****G. E. M. Liston.****KENDALLVILLE — Noble County.****Thomas L. Graves.**

Thomas L. Graves, of Kendallville, Indiana, is a responsible, prompt and careful attorney.

HIRAM S. TOUSLEY,

*Judge of Thirty-fifth Judicial Circuit of Indiana.*

April 3, 1873.

**KENTLAND — Newton County.****Ward & Graham.**

PETER H. WARD.

W. H. GRAHAM.

I have no hesitation in recommending Messrs. Ward & Graham, attorneys at law, as worthy of the highest respect and confidence.

W. Q. GRESHAM, *U. S. District Judge.*

INDIANAPOLIS, Ind., Feb. 22, 1872.

I concur in the above with pleasure.

THOMAS M. BROWNE, *U. S. Attorney.***KNOX — Stark County.****John D. McLaren.**

SOUTH BEND, Ind., March 13, 1873.

I take pleasure in saying that John D. McLaren has been practicing law before me in the Stark Circuit Court for several years, and that I have always found him a skillful, careful and well read lawyer, honorable in all his dealings with the court and bar.

Very respectfully,

THOS. J. STANFIELD,

*Judge of the Ninth Jud. C. C.***KOKOMO — Howard County.****Milton Garrigus.**

KOKOMO, Ind., June 4, 1873.

We hereby certify that we have been, for the last few years, well acquainted with Milton Garrigus, an attorney of this city, that his moral and professional standing is good, his business qualifications above the average, and he is responsible in every way, in our opinion, and well respected in this community, and considered to be permanently located here, having resided for more than twenty years in this county.

T. JAY, RUSSELL DOLMAN, *Bankers.*C. N. POLLERD, *Judge Circuit Court,*  
*36th Judicial Circuit, Howard Co., Ind.*

**LAFAYETTE**—Tippecanoe County.*Thomas B. Ward.***LA GRANGE**—La Grange County.*Cyrus N. Wade.*

Cyrus N. Wade is an attorney of the La Grange county bar, in good standing, and prompt and reliable.

HIRAM S. TOUSLEY,

*Judge of Fourteenth Judicial Circuit of Indiana.*

ALBION, Ind., Dec. 21, 1872.

**LA PORTE**—La Porte County.*Leonidas A. Cole.*

THE FIRST NATIONAL BANK,  
LA PORTE, Ind., April 3, 1873. }

We hereby certify that we are acquainted with Leonidas A. Cole, attorney at law, of this place; that we have frequently employed him in professional matters, and that we esteem him a thoroughly competent and skillful lawyer, and in every way trustworthy in his profession.

E. MORRISON, *President.*R. S. MORRISON, *Cashier.***LEBANON**—Broome County.*John L. Pierce.*

FIRST NATIONAL BANK, LEBANON, Ind.

*To whom it may concern:*

This is to certify that we are well acquainted with John L. Pierce, an attorney of this place. We know him to be a graduate of the law department of the Indiana State University of the class of 1869. We believe him to be qualified to undertake any legal business intrusted to him. We have perfect confidence in his honesty and integrity. This testimonial is very cheerfully accorded.

ABRAM O. MILLER,

*Cashier First Nat. Bank, Lebanon, Ind.*

**LIBERTY—Union County.***Reid & Stanford.*

J. S. REID.

L. H. STANFORD.

LIBERTY, Ind., *January 7, 1873.**To whom it may concern:*

I hereby certify that Reid & Stanford, attorneys of the Union county bar, are competent attorneys, and that all business intrusted to their care will receive their careful attention and be performed in an honest, capable and legitimate manner.

H. C. HANNA, *Judge of the Twenty-sixth  
Judicial Circuit of State of Indiana.*

**LOGANSFORT—Cass County.***McConnell & Nelson.*LOGANSFORT, Ind., *April 4, 1873.*

Messrs. McConnell & Nelson, attorneys of this city, having called upon me to certify as to their standing and character as lawyers and gentlemen, to the Merchants' Protective Law Association, I take great pleasure in saying that I have been intimately acquainted with both gentlemen since 1866, and can heartily recommend them as being lawyers of ability and industry, and men of good morals and honesty, and fully competent to conduct any legal business that may be intrusted to their charge.

DUDLEY H. CHASE, *Judge of the Cass Circuit Court.*

I, Andrew J. Murdock, Cashier of the Logansport National Bank, concur in the above, and say that these gentlemen have charge of all collections sent us and that we have found them prompt.

A. J. MURDOCK, *Cashier.*

**MONTICELLO—White County.**

*Jos. H. Matlock* (ex-Judge of Common Pleas and Prosecuting Attorney).

**MUNCIE—Delaware County.***Thomas J. Sample.*

OFFICE OF THE MUNCIE NATIONAL BANK OF INDIANA, }  
*April, 1873.* }

We are well acquainted with Thomas J. Sample, Esq., of this city, and cheerfully recommend him as an attorney of good stand-

ing and ability at the bar, and a gentleman of unblemished reputation and integrity in this State.

JOHN MARSII, *Prest. Muncie Nat. Bank.*  
S. A. NELSON, *Cashier.*  
J. A. BURSON, *Assistant Cashier.*  
C. P. SAMPLE, *Director.*  
D. I. HAINES, *Director.*

POST-OFFICE, MUNCIE, IND.

I cordially indorse the above.

HENRY C. MARSII, *Postmaster.*

INDIANA,  
Delaware County, } *to wit:*

GEO. W. GREENE, *Clerk Delaware Cir. Ct., Ind.*  
ORLANDO H. SWAIN, *Sheriff Del. Co., Ind.*

**NEW ALBANY — Floyd County.**

*S. K. Wolfe* (formerly State Senator, now Member of Congress).

**NEW CASTLE — Henry County.**

*Forkner & Bundy.*

MARK E. FORKNER.

EUGENE H. BUNDY.

This is to certify that I am well acquainted with Messrs. Forkner & Bundy, attorneys, New Castle, Ind., and know them to be efficient and capable in their profession.

J. R. MELLETT, *Judge Seventh Circuit, Ind.*

**NEWPORT — Vermillion County.**

*Wm. E. McLean* (ex-State Senator, Member of Legislature and Prosecuting Attorney; P. O. address Terre Haute, Ind.).

THE FIRST NATIONAL BANK OF TERRE HAUTE, }  
TERRE HAUTE, Ind., Dec. 10, 1872.

*To whom it may concern:*

William E. McLean has been for past five years attorney for this bank, and is prompt, efficient and trustworthy.

H. S. DEMING, *Cashier.*



**PENDLETON — Madison County.***Hervey Craven* (formerly State Senator).**PERU — Miami County.***H. F. Underwood.*PERU, Ind., *January 16, 1873.*S. F. KNEELAND, *Albany, N. Y.:*

DEAR SIR.—We would recommend H. F. Underwood, attorney at law in our city, as a trustworthy and honorable man, and an active, energetic business man; and know him to be engaged in the collecting business at this time, and would think him competent to operate for the Merchants' Protective Law Association, which you represent.

Very truly yours,

LYMAN WALKER, *Attorney.*E. H. SHIRK, *Pres. First National Bank.***PLYMOUTH — Marshall County.***Edmund S. Fish.**To all whom it may concern:*SOUTH BEND, Ind., *March 4, 1873.*

I take pleasure in saying that E. S. Fish, Esq., of Plymouth, Marshall county, is an honorable and trustworthy attorney; that any collections intrusted to him will be diligently and faithfully attended to, and I believe speedily accounted for.

Very respectfully, etc.,

THOS. J. STANFIELD, *Judge Seventh Ju. Circuit.***PRINCETON — Gibson County.***O. M. Welborn.*

Oscar M. Welborn, attorney at law, of Princeton, Ind., is believed by me to be a capable, honest and reliable lawyer.

MORRIS S. JOHNSON, *Judge First Dist., Ind.*

**RENSELAER — Jasper County.****Thompson & Bro.**

SIMON P. THOMPSON.

THOMAS THOMPSON.

Simon P. Thompson and Thomas Thompson, composing the firm of Thompson & Bro., of Jasper county, Indiana, are practicing attorneys of said county, of good ability, standing and reputation.

H. A. GILLETT, *Judge Sixteenth Com. Pleas Dist.*

VALPARAISO, March 13, 1873.

VALPARAISO, March 13, 1872.

Thompson & Bro., lawyers of Rensselaer, Ind., are good business men, responsible and reliable in every particular.

A. McCOY & THOMPSON, *Bankers, Rensselaer, Ind.*

**RICHMOND — Wayne County.****Daniel W. Comstock.**

FIRST NATIONAL BANK OF RICHMOND, }  
RICHMOND, Ind., March 6, 1873. }

*To whom it may concern:*

The undersigned having been intimately acquainted for a number of years with D. W. Comstock, Esq., of this city, would take great pleasure in saying that he occupies a high position, socially and professionally; is strictly moral and temperate in his habits, with promptness and ability in his profession, and in every way worthy the confidence of those with whom he may have business.

JAMES E. REEVES,

*President First National Bank, Richmond, Ind.*

**ROCHESTER — Fulton County.****Keith & Smith.**

SIDNEY KEITH.

MULO R. SMITH.

**SHELBYVILLE — Shelby County.****Hockman & Griffin.**

J. T. HOCKMAN (ex-District Attorney).

— GRIFFIN.

FIRST NAT. BANK,  
SHELBYVILLE, Ind., Feb. 15, 1873. }*To whom it may concern:*

It gives us pleasure to furnish to the public this testimonial of the standing, ability and responsibility of Messrs. Hockman & Griffin. We recommend them cheerfully to the public as attorneys who are perfectly responsible, reliable and fully qualified to undertake any legal business intrusted to them.

JOHN ELLIOTT, *Pres.*  
A. D. LYNCH, *Cashier.***SOUTH BEND — St. Joseph County.****Dunbar & Alward.**

ALVIN S. DUNBAR.

GEO. H. ALWARD (formerly City Judge).

FIRST NATIONAL BANK,  
SOUTH BEND, Ind., Dec. 10, 1872. }

We take pleasure in recommending the law firm of Dunbar & Alward as attorneys in whom we have full confidence. They are men of good, sound principles, and worthy of all confidence as attorneys.

J. A. HENRICKS, *President Bk.*  
C. A. KIMBALL, *Cashier.*SOUTH BEND NATIONAL BANK OF SOUTH BEND,  
SOUTH BEND, Ind., Dec. 9, 1872. }*To whom it may concern:*

I would recommend the firm of Messrs. Dunbar & Alward as "A No. 1" collectors and very good attorneys. Any business intrusted to them will be promptly attended to.

Very respectfully,

WM. MILLER, *Cash.*

**TERRE HAUTE—Vigo County.**

*Scott & Duy.*

HARVEY D. SCOTT (State Senator, formerly Member of Congress).

GEO. C. DUY.

Are fully indorsed.—[Ed.

**VALPARAISO—Porter County.**

*T. J. Merrifield.*

FIRST NATIONAL BANK OF VALPARAISO, }  
VALPARAISO, Ind., March 27, 1873. }

To S. F. KNEELAND, Esq.:

DEAR SIR.—We take pleasure in recommending T. J. Merrifield, Esq., as an able and experienced attorney of high standing and undoubted integrity.

Yours truly,

S. S. SKINNER, *Prest.*

M. L. McCLELLAND, *Cashr.*

**VERSAILLES—Ripley County.**

*Greene Durbin.*

OSGOOD, Ind., April 2, 1873.

*Merchants' Protective Law Association:*

I am well acquainted with Capt. Greene Durbin. He is a practicing attorney in this county. He is a gentleman of good abilities as a lawyer, competent to attend to any business intrusted to his care, and gives business intrusted to him proper attention.

Respectfully,

JOHN G. BEEKSHERE,

*Judge First Judicial Circuit.*

**WASHINGTON—Davies's County.**

*Wm. R. Gardiner* (ex-Judge Common Pleas Court and District Attorney).

CLERK'S OFFICE OF DAVIES'S COUNTY, }  
WASHINGTON, Ind., March 8, 1873. }

*To whom it may concern:*

I certify that I have known Wm. Ray Gardiner, of Washington, Ind., as a practicing attorney, for nine years, and that he has proved

himself an able and eloquent advocate, and skillful, diligent and trustworthy in advancing and securing the interests of his clients.

N. F. MALOTT,

*Judge Twelfth Judicial Circuit of Indiana.*

I heartily indorse and concur in the above.

S. H. TAYLOR, *Cashier Washington Nat. Bank.*

**WATERLOO — De Kalb County.**

***McBride & Morlan.***

R. W. McBRIDE.

JOS. L. MORLAN (ex-District Attorney).

WATERLOO, Ind.

*To whom it may concern :*

I hereby certify that I am personally acquainted with Messrs. McBride & Morlan, attorneys at law, practicing in this and adjoining counties, and take pleasure in saying that they are men of experience, ability and learning, enjoying and meriting the confidence of all who know and intrust them with business.

JAMES I. BEST,

*Judge Elect Fourteenth Judicial Circuit of Indiana.*

**WINAMAC — Pulaski County.**

***Gerard T. Wickersham.***

Mr. Wickersham has held the office of recorder, prosecuting attorney and auditor.

## IOWA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS may purchase real estate and hold the same for ten years. A conveyance by an alien, made within the time specified, is valid, but not afterward. See, also, title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT is abolished, except where it appears, by proceedings supplementary to execution, that property has been fraudulently disposed of.

ATTACHMENTS.—The attachment law of Iowa is practically the same as that of New York State. See *New York*.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law.

BILLS OF SALE are valid if executed and recorded in the same manner as chattel mortgages.

CHATTEL MORTGAGES must be acknowledged and recorded, or the property delivered to the mortgagee.

DEEDS OF TRUST must be acknowledged, recorded and foreclosed in the same manner as mortgages of real estate.

DEEDS AND MORTGAGES:

*Acknowledgment of.*—If executed out of this State, but within the United States, the acknowledgment must be made before a judge of a court of record, or clerk thereof, authenticated by the court seal; or before a commissioner of deeds, appointed by the Governor of the State; a notary public, or a justice of the peace. In the case of the latter official, his authority to take acknowledgments and the genuineness of his signature should be certified to by the clerk of a court of record, under his official seal.

When the acknowledgment is taken in any foreign country it may be before any ambassador, minister, secretary of legation, consul or charge d'affaires of the United States; or before any officer of a foreign country who is authorized by the laws of his country to take such acknowledgment; but the certificate of such foreign officer must be authenticated by some ambassador or minister, secretary of legation, consul or charge d'affaires of the United States, to the effect that full faith and credence shall be given to the certificate of such foreign officer. The certificate of acknowledgment must set forth the title of the court, or the person before whom the acknowledgment is taken, also that the party executing the instrument is personally known to be the identical person whose signature is attached thereto, or that such identity was proved by a credible witness or witnesses; and that such grantor acknowledged that he executed the same of his own free will and accord.

*Form of Acknowledgments.* See Appendix, *Forms*.

ESTATES OF DECEASED PERSONS.—Claims against the estates of deceased persons rank in dignity in the following order: 1st. Debts entitled to a preference under the laws of the United States. 2d. Public rates and taxes. 3d. Claims filed within six months after the notice given by the executors of their appointment. 4th. All other debts. 5th. Legacies.

Claims of the fourth class, not filed and proved within one year and a half after notice aforesaid, are barred, unless the circumstances entitle the claimant to equity relief, or his claim is pending in the District or Supreme Court.

EXECUTIONS. See *Exemptions* and *Judgments*.

EXEMPTIONS:

*Personal Property.*—All wearing apparel, kept for actual use and suitable to the condition of the party, and trunks and other receptacles to contain the same; one musket or rifle; the proper tools, instruments or books of any farmer, mechanic, surveyor, clergyman, lawyer, physician, teacher or professor; the horse, or the team, consisting of not more than two horses or mules, or two yoke of cattle and the wagon or other vehicle, with the proper harness or tackle, by use of which any physician, public officer, farmer, teamster or other laborer habitually earns his

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living; all private libraries, family Bibles, portraits, pictures and paintings, not kept for the purposes of sale. If the debtor is the head of a family, there is further exempt one cow, one calf, one horse (unless a horse has been exempted for him under the preceding section), fifty sheep and the wool therefrom, five hogs, and all pigs under six months old, the necessary food for all animals exempt from execution for sixty days; all flax raised by the defendant and the manufactures therefrom; one bedstead and the necessary bedding for every two in the family; all cloth manufactured by the defendant, not exceeding 100 yards in quantity; household and kitchen furniture, not exceeding \$100 in value; all spinning wheels and looms, and other instruments of domestic labor kept for actual use, and the necessary provisions and fuel for six months.

*Homestead.*—A householder, being the head of a family, may hold a homestead of forty acres of land, and the buildings and appurtenances thereon, not being situated in any town or city plat, or one-half an acre within such plat. There is no limit to the value of such a homestead.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY:

*Legal Rate*, 7 per cent.

*Allowable* by written agreement, 12 per cent.

*Usury* forfeits all interest.

JUDGMENTS.—A judgment operates as a lien on all of the real estate of the judgment debtor in the county where rendered. By filing a transcript thereof in any other county it becomes a lien on the real estate of the defendant therein situated. The lien commences on the day in which judgment was perfected, and continues in force for ten years thereafter. Judgments of the Justices' Court become liens in a like manner upon filing a transcript thereof in the clerk's office of the District Court of the proper counties.

LIMITATION OF ACTIONS:

*Two Years.*—Actions of slander, libel, malicious prosecution and injuries to the person, and for statutory penalties.

*Three Years.*—Actions against public officers for official liabilities.



*Five Years.*—Actions on oral contracts; for relief on the ground of fraud, injuries to property; and all actions not otherwise provided for.

*Ten Years.*—Actions on bills, notes and other instruments in writing, on justices' judgments, and for the recovery of real property.

*Twenty Years.*—Actions on record judgments.

MARRIED WOMEN have all the rights and liabilities of single women in respect to property. Both husband and wife are personally liable for family necessaries. The husband, in lieu of an estate by curtesy, which is abolished, has the same dower rights as the wife.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be attested in the presence of the testator by two or more subscribing witnesses.

## IOWA.

**ALGONA — Kossuth County.***Charles Birge.*

GENTS.—I take pleasure in recommending to your favorable consideration the professional services of Charles Birge, Esq., of Algona.

Since Mr. Birge has been in this State he has been a constant practitioner before me in the District Court, and I have always found him a faithful and energetic attorney, and possessing much more than ordinary legal ability.

Respectfully yours,

HENRY FORD, *Judge Fourth Judicial District.*

**ATLANTIC — Cass County.***Phelps & De Lano.*

R. G. PHELPS.

L. L. DE LANO.

I hereby take pleasure in saying that I am well acquainted with the law firm of Phelps & De Lano of Atlantic, Iowa, and know them to be an honorable, honest firm, and well prepared to practice their profession. They are both enterprising and rising young attorneys. I very cordially recommend them to any one who may wish to know their character and standing.

H. W. MAXWELL, *Judge 5th Judicial District, Iowa.*

FREDERICK NOTT, *Judge 2d Cir., 5th Jud. Dist., Iowa.*

**BEDFORD — Taylor County.***James W. Whiffin.*

*To whom it may concern:*

This is to certify that we feel free to recommend James W. Whiffin, Esq., attorney, as well qualified to attend any business

intrusted to his care which he may undertake to do, and that he will render account of same in a just and proper manner.

Respectfully,

O. B. WILSON, *Cashier, Taylor County Bank.*

BEDFORD, IOWA, *March 5, 1873.*

**BELLE PLAINE and BLAIRSTOWN**—Benton Co.  
*Joseph S. Salisbury* (P. O., Vinton, Iowa).

SAMUEL H. WATSON & SONS, Bankers, }  
VINTON, IOWA, *April 29, 1873.* }

S. F. KNEELAND, Esq., *Albany, N. Y.:*

We are well acquainted with J. S. Salisbury, Esq., of Vinton, Iowa, and take pleasure in stating that he is a competent and reliable attorney.

Yours, etc.,

SAMUEL H. WATSON & SONS.

**BURLINGTON**—Des Moines County.

*Newman & Blake.*

THOS. W. NEWMAN (ex-County Court Judge).

WM. E. BLAKE.

**CARROLL**—Carroll County.

*George W. Paine.*

CITY NATIONAL BANK OF POUGHKEEPSIE, }  
POUGHKEEPSIE, N. Y., *May 7, 1873.* }

I have known George W. Paine, now of Carroll, Iowa, over twenty years as a successful practitioner in the courts of the State of New York, and have no hesitation in saying that all interests confided to him will receive faithful and prompt attention.

J. F. BARNARD,

*President of above bank, and Supreme Court Judge.*

**CENTREVILLE — Appanoose County.****Tannehill & Fee.**

HARVEY TANNEHILL (ex-County and District Judge).  
T. M. FEE.

CENTREVILLE, Iowa, *Jan. 2, 1873.*

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—Tannehill & Fee, of this city, are prompt, efficient, able and very reliable attorneys, and are entirely responsible, pecuniarily. They are the attorneys for this bank.

WM. BRADLEY,

*President First National Bank, Centreville, Iowa.*

**CHARLES CITY — Floyd County.****Hand & Spriggs.**

T. O. HAND.  
O. R. SPRIGGS.

S. F. KNEELAND, Esq.:

DEAR SIR.—Messrs. Hand & Spriggs are members in good standing of the Floyd county bar, of fair ability, pecuniary responsibility and good character.

ROBERT G. REINIYER,

*Judge Twelfth Judicial Circuit, Iowa.*

CHARLES CITY, Iowa, *April 12, 1873.*

**CHEROKEE — Cherokee County.****J. D. F. Smith.**

SIoux CITY, Iowa, *March 11, 1873.*

*To whom it may concern:*

I am personally acquainted with J. D. F. Smith, an attorney and counselor at law, at Cherokee, Iowa, and know him to be competent, reliable and faithful as a man and as a lawyer.

HENRY FORD,

*Judge District Court, 4th District of Iowa.*

**CLARINDA — Page County.****N. B. Moore** (formerly County Judge and State Senator).

Hon. Napoleon B. Moore is president of the Page County Bank and director of the First National Bank of Clarinda, Iowa. As he was delicate about certifying to his own responsibility, we waived the point.

Ed.

**CLARION — Wright County.***N. F. Weber.*

WEBSTER, Iowa, December 10, 1872.

*To whom it may concern :*

This is to certify that N. F. Weber, Esq., of Clarion, Wright county, Iowa, is a member of the bar of this State, in good standing and practice, and I take pleasure in saying that I know him to be honest, capable and responsible, and any legal business intrusted to him will be faithfully and properly attended to.

Yours, etc.,

D. D. CHASE,

*Judge of District Court, 11th District of Iowa.***CLARKSVILLE — Butler County.***John Palmer.*

THE BUTLER COUNTY BANK, }  
CLARKSVILLE, Iowa, March 11, 1873. }

*To whom it may concern :*

We are well acquainted with John Palmer, a practicing attorney at Clarksville, Iowa. He is well qualified to undertake any business of a legal character intrusted to him, and would say that he is prompt and faithful in the interests of his clients, and we cheerfully accord to him this testimonial of our confidence.

LOUIS STEMMER, *Cashier.*M. B. WAMSLEY, *President.***CLINTON — Clinton County.***John F. McGuire.*

Recommended by First National Bank, Clinton, Iowa.

**CORYDON — Wayne County.***Freeland & Clarke.*

J. M. W. FREELAND (ex-Judge of Probate).

ERNEST E. CLARKE (formerly Clerk District Court).

**COUNCIL BLUFFS—Pottawatamie County.***Mynster & Hight.*

WM. A. MYNSTER.

B. W. HIGHT.

COUNCIL BLUFFS, IOWA, Dec. 10, 1872.

S. F. KNEELAND, Esq.:

I am well acquainted with Messrs. Mynster & Hight, attorneys at Council Bluffs, Iowa, and know them to be careful, competent and responsible members of the profession.

J. R. REED,

*Judge District Court, 3d Judicial District, Iowa.***DAVENPORT—Scott County.***Putnam & Rodgers.*

CHAS. E. PUTNAM.

JOHN N. RODGERS (formerly Member Iowa Legislature).

A trustworthy firm.—ED.

**DECORAH—Winnesheik County.***E. E. Cooley.*

DECORAH, IOWA, March 8, 1873.

S. F. KNEELAND, Esq.:

MY DEAR SIR.—Mr. E. E. Cooley is an experienced lawyer of long residence here, prompt and faithful in the interest of his clients, and well qualified to perform any professional business that may be given him.

Yours, etc.,

F. W. BURDICK,

*Cashier First National Bank of Decorah.*

H. S. WEISER,

*Cashier Winnesheik County Bank.***DENISON—Crawford County.***J. S. Nicholson.*

DENISON, IOWA, Dec. 17, 1872.

*To whom it may concern:*

J. S. Nicholson, Esq., attorney, etc., is a resident of this place—a man of strict integrity and good habits, and all legal business intrusted to his care receives prompt and faithful attention.

MORRIS MCHENRY &amp; BRO.,

*Bankers, Denison, Iowa.*

**DES MOINES — Polk County.*****Harbert & Clark.***

W. S. HARBERT (Deputy U. S. Attorney).

J. S. CLARK.

CITIZENS' NATIONAL BANK, }  
DES MOINES, Iowa, *April 10, 1873.* }

S. F. KNEELAND, Esq.:

DEAR SIR.—We take pleasure in recommending Messrs. Harbert & Clark as reliable, efficient and trustworthy attorneys and collectors. They will attend to business intrusted to them with fidelity and dispatch.

JOHN W. ULM, *Cashier.*H. W. MAXWELL, *District Judge.***DEWITT — Clinton County.*****Hart & Leffingwell.***

WM. A. H. HART (formerly City Attorney).

WM. B. LEFFINGWELL.

CLINTON, Iowa, *March 12, 1873.*

S. F. KNEELAND, Esq.:

DEAR SIR.—Messrs. Hart & Leffingwell have been practicing at this bar for some years; they are both active, energetic and persevering, and although young men, have already acquired a very respectable business; and we believe them entirely and in all respects trustworthy.

W. F. BRANNAN,

*Judge Seventh Judicial District of Iowa.***DUBUQUE — Dubuque County.*****Wm. Mills.***OFFICE OF THE JUDGE OF THE DISTRICT COURT, }  
DUBUQUE, IOWA, *May 20, A. D. 1873.* }

S. F. KNEELAND, Esq., Albany, N. Y.:

DEAR SIR.—I take pleasure in recommending to you William Mills, Esq., as correspondent for the Merchants' Protective Law Association, at this city.

Mr. Mills is not only a fine lawyer, and so acknowledged by the profession, but he is also possessed of a high character as a gentle-

man, and in every sense qualified, faithful and most devoted to the interests of his clients.

Most respectfully, your obedient servant,

D. S. WILSON,

*Dist. Judge, 9th Jud'l Dist., State of Iowa.*

DUBUQUE, *May 30, 1873.*

S. F. KNEELAND, Esq., Albany :

I have been personally acquainted with Mr. Wm. Mills some sixteen years, and have frequently had occasion to call on him for professional services, and it gives me pleasure to say that I can fully indorse the recommendation of Judge Wilson in all respects.

Yours respectfully,

R. A. BABBAGE.

*Cashier Merchant's National Bank.*

#### ELDORA — Hardin County.

*Huff & Reed.*

H. L. HUFF (ex-Member of Legislature).

S. A. REED (formerly Clerk District Court).

#### ELKADOR — Clayton County

*Realto E. Price.*

#### EMMETSBURG — Palo Alto County.

#### ELLINGTON — Hancock County.

*J. H. H. Hawkins* (P. O. address, Algona, Iowa).

Well recommended.—ED.

#### ESTHERVILLE — Emmett County.

*Erastus B. Soper.*

ESTHERVILLE, *March 3, 1873.*

I take pleasure in certifying that E. B. Soper is a member of the bar of this county and circuit, in good standing, and in every respect perfectly reliable and trustworthy. And I have no hesitancy in saying that all legal and collection business intrusted to his care will be promptly, efficiently and safely attended to.

ADDISON OLIVER,

*Judge Fourth Judicial Circuit of Iowa.*



**FAYETTE—Fayette County.****Wm. A. Hoyt.**

I hereby certify that I am acquainted with W. A. Hoyt, attorney at law, who resides at Fayette, Iowa, within the district over which I am judge, and that I believe him entitled to professional confidence.

MILO McGLATHERY,

*Judge of the District Court, 10th District, Iowa.**Dated December 10, 1872.***FORT DODGE—Webster County.****Theo. Hawley** (ex-State Senator of Iowa).**FORT MADISON—Lee County.****John Van Valkenberg** (formerly Assistant District-Attorney).

SUPREME COURT OF IOWA,  
CHAMBERS OF HON. J. M. BECK, CH. J., }  
FORT MADISON, April 18, 1873. }

John Van Valkenberg, Esq., is an able and reliable attorney at law of this place, and has been in practice here for the last sixteen years. During all this time, I have personally known him well. I am able to say, without reserve, that he is prompt and active in his profession, and is a reliable and responsible attorney, standing in all respects among the first.

J. M. BECK, *Chief Justice of Iowa.*S. H. CRAIG, *Warden Iowa State Penitentiary.*H. CATTERMOLE, *Pres. Fort Madison Bank.*W. D. HOOVER, *Deputy Clerk of District and Circuit Court, Lee County, Iowa.***GRINNELL—Powsheik County.****Haines & Lyman.**

ROBERT M. HAINES.

JACOB P. LYMAN.

FIRST NATIONAL BANK OF GRINNELL, IOWA, }  
October 25, 1872. }

*To whom it may concern:*

I can fully recommend Messrs. Haines & Lyman, attorneys in this place, as good, reliable and energetic business men.

Respectfully yours,

CHAS. H. SPENCER, *Cashier.*

**HARLAN—Shelby County.****Foss & Lewis.****INDIANOLA—Warren County.****Geo. Collings.**INDIANOLA, *April 19, 1873.**To whom it may concern:*

I have known Geo. Collings, Esq., for several years. He is one of the attorneys practicing in my court; is a good *practical* as well as theoretical lawyer. Any business intrusted to him will be safely and promptly attended to. He is perfectly safe and reliable.

H. W. MAXWELL, *Judge 5th Judicial District.*

FIRST NATIONAL BANK, STATE OF IOWA, }  
INDIANOLA, Iowa, *April 18, 1873.* }

Geo. Collings, Esq., has transacted business for us to our satisfaction.

ED. R. McKEE, *Cashier.***IOWA FALLS—Hardin County.****J. C. Waldron.**

BANKING HOUSE OF L. F. WISNER, }  
IOWA FALLS, Iowa, *Dec. 10, 1872.* }

*To whom it may concern:*

I have had occasion to use Mr. J. C. Waldron as an attorney for this bank on several occasions, and have found him well qualified to undertake any legal business intrusted to him. Mr. Waldron is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

F. H. HART, *Cashier.***KEOKUK—Lee County.****Gillmore & Anderson.**

ROBERT H. GILLMORE.

JAMES H. ANDERSON.

BURLINGTON, Iowa, *Nov. 4, 1872.*S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—It affords me pleasure to say that Messrs. Gillmore & Anderson, attorneys and counselors at law, residing at Keokuk, Iowa, stand at the head of their profession in the judicial district,

and that they are prompt and energetic in the practice of their profession. They are both gentlemen of honor and of the strictest integrity.

Respectfully yours, etc.,

J. TRACY,

*District Judge First Judicial District, Iowa.*

**LIME SPRINGS—Howard County.**

*A. M. Van Leuren.*

Refer to Hon. H. A. Goodrich, Judge, etc., Lime Springs, Iowa.

**LYONS—Clinton County.**

*Cotton & Cross.*

AVLETT R. CORYON (Member of Congress, formerly Judge of Probate Court).

JERSON N. CROSS.

Refer to any member of Congress, or to the First National Bank of Lyons, Iowa.

**MANCHESTER—Delaware County.**

*Henry Anderson, Jr.*

MANCHESTER, *March 10, 1863.*

*To whom it may concern:*

I have on many occasions been associated with Mr. Anderson as attorney, and have ever found him qualified to undertake any legal business intrusted to him. Mr. Anderson is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

S. G. VAN ANDA, *Attorney*

I am well acquainted with S. G. Van Anda, and have full confidence in the above recommendation.

*May 3, 1873.*

S. BOGG, *Circuit Judge.*

**MAQUOKETA—Jackson County.**

*G. L. Johnson.*

MAQUOKETA, Iowa, *June 5, 1873.*

SIR.—I have the honor of being acquainted with Mr. G. L. Johnson, attorney at law, in this city, and know him to be a gentleman of integrity and ability in his profession.

Respectfully,

B. F. RERVE,

*Cashier Central Bank, Maquoketa, Iowa.*

**MARION — Linn County.***James D. Giffen.*

FIRST NATIONAL BANK, MARION, IOWA.

*To whom it may concern:*

We have had occasion to use Mr. James D. Giffen as an attorney for this bank on several occasions, and have found him well qualified to undertake any legal business intrusted to him. Mr. G. is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

R. D. STEPHENS, *President.*A. W. CRANDELL, *Cashier.***MARSHALLTOWN — Marshall County.***Thaddeus Binford.***MARVIN — Pocahontas County.***J. C. Saylor.***MASON CITY — Cerro Gordo County.***Stanbery & Stanbery.*MASON CITY, IOWA, *June 7, 1873.*

I take pleasure in recommending Messrs. Stanbery & Stanbery, attorneys of this city, as prompt and reliable business men, and have been acquainted with them professionally the past three years.

W. H. LYTLE,

*President Cerro Gordo County Bank.***MONTEZUMA — Poweshiek County.***W. R. Lewis* (formerly Clerk District Court).

W. R. Lewis, Esq., is an attorney at law at Montezuma, Poweshiek county, Iowa, in good standing.

S. C. BLANCHARD, *Judge 6th Circuit of Iowa.***MONTICELLO — Jones County.***A. J. Monroe.*

We, the undersigned, bankers of Monticello, Jones county, Iowa, are acquainted with A. J. Monroe; he does our business, and we believe him to be well qualified, prompt and faithful.

Yours truly,

CARPENTER &amp; LOVETT,

*Bankers, Monticello, Iowa.*

**MT. PLEASANT — Henry County.*****P. N. Bowman.***MT. PLEASANT, IOWA, *March 21, 1873.*

P. N. Bowman, Esq., of this city, is a good lawyer, prompt and reliable.

T. WHITING, *President.*J. H. WHITING, *Cashier National State Bank of Mt. Pleasant.***MT. VERNON — Linn County.*****J. T. Rice.***

Mr. Rice comes to us well indorsed.—ED.

**MUSCATINE — Muscatine County.*****Amos H. Kagy.***MUSCATINE, IOWA, *April 17, 1873.*

Amos H. Kagy, Esq., has for several years been a practicing attorney in the courts of the Seventh Judicial District of Iowa. He has always shown himself to be zealous and persevering in the interests of his clients, is a good and safe lawyer, and entirely worthy of professional confidence, which he fully possesses in the community where he resides.

WM. F. BRANNON,

*Judge Seventh Judicial District of Iowa.***NEW HAMPTON — Chickasaw County.*****Ayers & Shaver.***

M. C. AYERS.

HIRAM SHAVER.

**NEWTON — Jasper County.*****Winslow & Wilson.***

H. S. WINSLOW (ex-District Judge and District Attorney).

J. W. WILSON (ex-Judge County Court).

FIRST NATIONAL BANK, }  
 NEWTON, IOWA, *March 4, 1873.* }

*To whom it may concern :*

We employ Messrs. Winslow & Wilson, attorneys of this place, to do the law business for this bank, and find them well qualified

to conduct any legal business intrusted to their care. And we recommend them as prompt, faithful and reliable attorneys, and entirely responsible for all business intrusted to their care.

Yours truly,  
THOMAS ARTHUR.

**OGDEN — Boone County.**

*John D. Gillett.*

BOONE, IOWA, Dec. 24, 1872.

*To whom it may concern :*

This certifies that I have been acquainted with John D. Gillett for the past eighteen months; that he is a gentleman of good moral character and strict integrity, and of fine legal ability; that he has practiced before me in the Circuit Court of this State, and I take pleasure in recommending him to any one who may need his services.

H. HUDSON, *Judge, etc.*

**OSAGE — Mitchell County.**

*Cyrus Foreman.*

Cyrus Foreman, of Osage, Iowa, is a lawyer of large experience, honest, capable and of entire responsibility. I have known him for twelve years.

WM. B. FAIRFIELD,  
*Judge Twelfth District, Iowa.*

CHARLES CITY, IOWA, April 23, 1869.

**OSCEOLA — Clarke County.**

*John Chaney.*

*To whom it may concern :*

I have been acquainted with John Chaney, attorney at law, of this place, for five years past, and have found him trustworthy and capable of performing any business that may be intrusted to him. He is prompt and faithful in the interests of his clients, and has a large local practice here.

WM. CHRISTY,

*Cashier of the First National Bank of Osceola.*

We, the undersigned, proprietors of the Osceola Bank, take this occasion to state that John Chaney has been our attorney for the last two years and a half. He has ever been faithful to our inte-

rests, and now enjoys a large and lucrative practice, especially in the collection department. Knowing what we do of him, we cheerfully accord this testimonial.

BURROWS & COWLES.

December 6, 1872.

STATE OF IOWA, }  
Clarke County, } ss.:

I, A. H. Burroughs, do certify that I have been Clerk of the District and Circuit Courts in and for Clarke county during the last twelve years, and that John Chaney, Esq., located in the town of Osecola, in said county, in the summer of 1867, and has a large local practice, besides a large collection list, and is regarded here as a good lawyer and an honest man; attends to business promptly and engaged in all important cases. He will make a good and faithful member of your association.

A. H. BURROUGHS, *Clerk.*

December 6, 1872.

**OSKALOOSA — Mahaska County.**

*F. M. Davenport.*

NATIONAL STATE BANK OF IOWA, }  
OSKALOOSA, Iowa, January 30, 1873. }

*To whom this may concern:*

This is to certify that we have had a long acquaintance with Mr. F. M. Davenport, and can cheerfully recommend him as an honest and upright man, a man of ability; and any statement he may make, we think may be fully relied upon. We believe that any business that may be placed in his hands will be attended to with dispatch.

Most respectfully yours,

GEO. W. HALE, *V. P., N. S. B.*

W. A. LINDLEY, *Cashier, N. S. B.*

**PANORA — Guthrie County.**

*A. K. Updegraff.*

A. K. Updegraff is personally known to me as an attorney in good standing, and is a competent and reliable business man.

H. W. MAXWELL,

*Judge of Fifth Judicial District, Iowa.*

**PELLA — Marion County.***Nicholas J. Gesman* (City Solicitor).STATE OF IOWA, }  
Marion County, } ss.:

We, the undersigned, president and cashier of the First National Bank of Pella, Iowa, do hereby certify that we are well acquainted with N. J. Gesman, an attorney at law of this place, and have no hesitancy in recommending as well qualified to undertake any legal business intrusted to him.

WM. LUTHER, *Cashier.***RED OAK — Montgomery County.***Beeson & McPherson.*ALLEN BEESON (ex-Judge of County Court).  
SMITH MCPHERSON.**RED OAK JUNCTION — Montgomery County.***T. F. Willis.*RED OAK, *January 27, 1873.*

I certify that T. F. Willis, Esq., of this place, is an attorney of good standing; is prompt and faithful in his business.

J. W. HEWITT, *Judge Third Judicial Circuit.***SHENANDOAH — Page County.***Wm. P. Ferguson.*CLARINDA, Iowa, *February 1, 1872.**To whom it may concern :*

From a personal acquaintance with W. P. Ferguson, as an attorney at the bar and by reputation, I believe him well qualified to undertake any legal business intrusted to him. Mr. Ferguson will be found prompt and faithful in the interests of his clients, and reliable in all business intrusted to him.

N. B. MOON, *Pres. First Nat. Bank of Clarinda.*



**SIoux CITY — Woodbury County.**

**Isaac Pendleton** (formerly Judge of District Court, and Member of Congress).

FIRST NATIONAL BANK, }  
SIoux CITY, Iowa, Oct. 29, 1872. }

I am acquainted with Isaac Pendleton, of this place, and cheerfully state that he is an able and efficient lawyer and an honorable and reliable man.

A. W. HUBBARD, *President.*

To S. F. KNEELAND, Esq., *Albany, N. Y.*

**SPIRIT LAKE — Dickinson County.**

**Rice & Osborne.**

ORSON RICE (ex-District Attorney).

ALBERT W. OSBORNE.

SIoux CITY, Iowa, Jan. 10, 1873.

*To whom it may concern :*

I am well acquainted with Rice & Osborne, attorneys at law at Spirit Lake, Dickinson county, Iowa ; they practice before the District Court of this State in that and adjoining counties in this district. I know them to be faithful, competent and prompt lawyers, and cheerfully recommend them to any one desiring to employ attorneys in that locality.

HENRY FORD,

*Judge District Court, Fourth Jud. Dist., Iowa.*

**STORM LAKE — Buena Vista County.**

**G. S. Robinson.**

SIoux CITY, Iowa, Dec. 15, 1872.

*To whom it may concern :*

This is to certify that I am intimately and personally acquainted with G. S. Robinson, attorney and counselor at law, of Storm Lake, Buena Vista county, Iowa, and with his professional standing, and that I know him to be a most efficient and faithful lawyer, and fully reliable.

HENRY FORD, *Judge Fourth Jud. Dist. of Iowa.*

**TOLEDO — Tama County.**

**George R. Struble** (ex-Judge Circuit Court).

TIPPON, Iowa, April 15, 1873.

Hon. Geo. R. Struble, late Circuit Judge of the First Circuit, Eighth Judicial District of Iowa, has been a leading lawyer of the

Tama county bar for the last ten years. I have been well acquainted with him for seven years, and I know him to be a lawyer of good ability, of large practice, and an upright and honest man.

JAMES H. ROTHROCK,

*Judge District Court, Eighth District of Iowa.*

**VICTOR — Iowa County.**

*John Ledwich.*

TOLEDO, *January 15, 1873.*

S. F. KNEELAND, Esq., *Attorney, etc.:*

MY DEAR SIR.—I take pleasure in certifying that John Ledwich, Esq., an attorney and counselor at law, at Victor, Iowa, is a member in good standing at this bar. I consider Mr. Ledwich reliable and trustworthy.

Truly yours,

G. R. STRUBLE (*late Circuit Judge*).

**VINTON — Benton County.**

*Haines & Warner.*

**WASHINGTON — Washington County.**

*Lewis & Phelps.*

J. H. LEWIS.

ALBERT PHELPS.

FIRST NATIONAL BANK,  
WASHINGTON, Iowa, *March 11, 1873.* }

*To whom it may concern:*

I take pleasure in stating that I consider Lewis & Phelps (attorneys of this place) prompt, reliable and worthy of confidence.

JOSEPH KECK, *President.*

**WAUKON — Allamakee County.**

*O. M. May.*

WAUKON, Iowa, *January 28, 1873.*

This is to certify that O. M. May, attorney at law of Waukon, Iowa, is a member of the bar of the Tenth Judicial District, Iowa, and official court reporter in and for the same; that he is in good and regular standing in said bar.

C. T. GRANGER,

*Circuit Judge Tenth Judicial District of Iowa.*

**WAVERLY — Bremer County.*****Ephraim Kinne.***

This certifies that I am well acquainted with Ephraim Kinne, Esq., attorney of Waverly, Iowa, and I know him to be an active, energetic and reliable attorney, and I take pleasure in recommending him to all who may have business in his vicinity.

GEORGE S. PUDDICK, *Judge of Twelfth Dist., Iowa.*

WAVERLY, IOWA, November 16, 1872.

**WEST MITCHELL — Mitchell County.*****H. F. Miller.***

I am acquainted with Mr. H. F. Miller, and consider him an honest, reliable man; of good business capacity and prompt.

J. P. BUSH, *Cashier Osage Nat. Bank.*

**WILTON — Muscatine County.*****A. N. Van Camp.*****WINTERSET — Madison County.*****Hiram Y. Smith* (P. O., Des Moines, Iowa).**

NATIONAL STATE BANK,  
(U. S. Depository)

DES MOINES, IOWA, April 29, 1873.

*To whom it may concern:*

We have had occasion to employ H. Y. Smith, Esq., as an attorney for our bank on various occasions, and know him to be well qualified to manage such legal business as may be intrusted to him. Mr. Smith is an active, prompt business man, and we cheerfully recommend him to those that may require the services of an attorney.

F. R. WEST, *Cashier.*

## KANSAS.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT.—No person can be arrested in this State for debt except in the case of fraud. An order of arrest will issue upon giving the proper security, and upon filing an affidavit that the defendant has removed or begun to remove his property out of the jurisdiction of the court, with the intent to defraud his creditors; or that he has begun to convert his property into money in order to place it beyond the reach of his creditors; or that he has property or rights of action which he fraudulently conceals; or has assigned, removed or disposed of his property with the intent to defraud his creditors; or that he fraudulently contracted the debt, or incurred the obligation, for which the suit is brought.

ATTACHMENTS.—In a civil action for the recovery of money, an attachment will issue against the property of the debtor in the following cases:

1st. When the debtor or one of the debtors is a foreign corporation or non-resident of the State, and the demand is upon a contract, judgment or decree, or the cause of action arose wholly within this State;

2d. When the debtor or one of the several debtors has absconded with the intent to defraud his creditors; or,

3d. Has left the county of his residence to avoid the service of summons; or,

4th. So conceals himself that a summons cannot be served upon him; or,

5th. Is about to remove his property, or a part thereof, out of

the jurisdiction of the court with intent to defraud his creditors ; or,

6th. Is about to convert his property, or a part thereof, into money for the purpose of placing it beyond the reach of his creditors ; or,

7th. Has property or rights in action which he conceals ; or,

8th. Has assigned, removed or disposed of, or is about to assign, remove or dispose of his property, or a part thereof, with the intent to defraud, hinder or delay his creditors ;

9th. Or fraudulently contracted the debt, or fraudulently incurred the liability or obligation for which suit is about to be or has been brought ; or,

10th. When the damages for which the action is brought are for the injuries arising from the commission of some felony or misdemeanor ; or,

11th. When the debtor has failed to pay the price or value of the article or thing delivered, which, by contract, he was bound to pay on delivery.

The plaintiff or his attorney must file with an affidavit, containing the nature of the action and the amount sued for, and specifying one of the above grounds for attachment, an undertaking in double the amount claimed, except in attachments against non-residents and foreign corporations, where no undertaking is necessary.

**BILLS OF EXCHANGE AND PROMISSORY NOTES.**—The common law is in force in this State.

**BILLS OF SALE** are valid, but not in general use. They must be followed by immediate delivery.

**CHATTEL MORTGAGES.**—A chattel mortgage, or other conveyance intended to operate as such, which shall not be accompanied by immediate delivery, and followed by an actual and continued change of possession of the thing mortgaged, shall be absolutely void as against the creditors of the mortgagor, and subsequent purchasers and mortgagees in good faith, unless the mortgage, or a true copy thereof, is forthwith filed in the office of the register of deeds in the county where the property is at the time ; or if the mortgagor be a resident of this State, then in the county of which he shall at the time be a resident ; and every such mort-

gage shall be void as against the creditors of the mortgagor, or subsequent purchasers or mortgagees in good faith, after the expiration of one year from the filing of the same, unless within thirty days next preceding the expiration of such year and each year thereafter, the mortgagee, his agent or attorney, shall make an affidavit, exhibiting the interest of the mortgagee in the property at that time, and the amount yet due thereon, which must be attached to and filed with the mortgage.

DEEDS AND MORTGAGES, if executed out of the State, may be acknowledged before a court of record, or clerk, or other officer having the seal thereof; a commissioner of deeds for the State of Kansas: a justice of the peace or notary public; or before any United States consul, resident abroad. When the acknowledgment is made before a justice of the peace, his official position must be certified to before the clerk of the court of record.

A married woman who is a non-resident need not be joined in the deed of real estate in Kansas belonging to her husband. When the wife joins with the husband she need not be examined "separate and apart" from him.

*Form of Acknowledgments.* See Appendix, *Forms*.

*Record of.*—As between the parties, recording is not necessary; but a deed, or other conveyance of any interest in real estate, is not valid, as to third parties without actual notice until the same be filed for record.

ESTATES OF DECEASED PERSONS.—Claims must be presented within three years from the granting of letters of administration. Suits, if commenced within a year from the granting of letters, will not carry costs. Claims must be presented to the Probate Court in writing, and verified by the oath of the claimant, "that he has, to the best of his knowledge and belief, given the estate credit for all payments and offsets to which it is entitled, and that the balance claimed by him is justly due."

Demands against an estate are classified as follows:

- 1st. Funeral expenses.
- 2d. Expenses of last sickness, wages of servants, demands for medicines and medical attendance during the last sickness of the deceased, and the expenses of administration.
- 3d. Taxes and other liabilities to the State.

4th. Judgments rendered against the deceased in his lifetime; but if any such judgments shall be liens upon the real estate of the deceased and the estate shall be insolvent, they shall be paid without reference to classifications, except the class of demands mentioned in the first and second subdivisions, which shall have precedence of such judgments.

5th. All demands, without regard to quality, that are legally exhibited against the estate during the first year after granting letters.

6th. All demands thus exhibited after the end of one year, and within two years.

7th. All demands thus exhibited after the expiration of two years, and within three years after letters granted.

EXECUTION. See *Exemptions* and *Judgments*.

EXEMPTIONS:

*Homestead.*—The Constitution of the State of Kansas exempts from levy and attachment on all claims (except taxes, improvements and purchase-money on the articles exempted) the following property: "A homestead, to the extent of one hundred and sixty acres of farming land, or of one acre within the limits of an incorporated town or city, occupied as a residence by the family of the owner, together with all the improvements on the same." The homestead "shall not be alienated without the joint consent of husband and wife when that relation exists." This exemption does not, of course, apply where a specific lien is given thereon by both husband and wife.

*Personal Property.*—The statute provides for the following exemption of personal property, except for the wages of a servant, mechanic, laborer or clerk, in favor of each resident being the head of a family; the family books and musical instruments, a seat or pew in church and lot in burial-ground, all wearing apparel, bedsteads, bedding, stores and cooking utensils used by the family, one sewing machine, all implements of industry, \$500 worth of other household furniture, two cows, ten hogs, one yoke of oxen, one horse or mule (or, in lieu of one yoke of oxen, one horse or mule, a span of horses or mules), twenty sheep and the wool from the same, the necessary food for the stock above described for one year, either provided or growing; one wagon, cart or dray; two plows, one drag, and other farming

utensils, including harness and tackle for teams, not exceeding in value \$300; provisions and fuel for the support and use of the family for one year; the necessary tools and instruments of any mechanic, miner or other person, used and kept for the purpose of carrying on his trade or business, and, in addition thereto, stock in trade, not exceeding \$400 in value, and the library, implements and office furniture of any professional man.

A resident, not being the head of a family, has exempt his wearing apparel, church pew, burial lot, necessary tools and implements used in his trade or business; stock in trade, not exceeding \$400; and, if a professional man, his library, implements and office furniture.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS:

*Legal Rate*, 7 per cent.

*Allowable* by contract in writing, 12 per cent.

Judgments bear the same interest as the contracts on which they were founded.

*Usury* forfeits all interest.

JUDGMENTS of a court of record are liens on the real estate situated in the county where rendered, and also in counties where transcripts thereof are docketed. Judgments of Justices' Courts become liens upon filing transcripts thereof in the District Court of the county where rendered. The lien of a judgment continues five years.

*An Execution* operates as a lien only on the real or personal property levied upon from the date of levy.

There is no redemption from the sheriff's sale of property under execution; but real estate must be valued by three appraisers, and cannot be sold for less than two-thirds of the appraisal value; nor can a levy be made thereon until the personal property, not exempt from execution, has been exhausted.

LIMITATION OF ACTIONS:

*One Year*.—Actions for libel, assault, battery, slander, malicious prosecution, false imprisonment, and for the penalty or forfeiture of a statute.

*Two Years*.—Actions for the detention, or forcible entry and detention of lands; for the recovery of lands sold for taxes;



actions for trespass, replevin, and injuries to rights not hereinbefore mentioned, and for relief on the ground of fraud.

*Three Years.*—Actions upon oral contracts, express or implied, or upon a liability created by statute, other than a penalty or forfeiture.

*Five Years.*—Actions for the recovery of lands sold on execution, or by executors, administrators and guardians, under an order of the court; actions upon written instruments, including official and surety bonds, and all actions for relief not herein provided for.

*Fifteen Years.*—Actions for the recovery of real estate, except in the cases above enumerated.

If both plaintiff and defendant were non-residents at the time a cause of action accrued, and it is barred in the place where it arose, it is barred in this State. As to actions for the recovery of land, if the plaintiff was under any legal disability at the time the cause of action accrued, he may bring his action within two years after the removal of the disability; but in all other actions he must pursue his remedy within one year after such removal.

Part payment or a written acknowledgment, or promise to pay, will renew all actions founded on contract.

**MARRIED WOMEN.**—All the property owned by a woman at the time of marriage, or acquired by her thereafter, remains her sole and separate property, and cannot be disposed of by the husband, or liable for any of his debts. She may convey her separate estate, execute contracts and carry on business alone, perform any services or labor on her sole and separate account, vote, hold office, and be happy without the assistance or intervention of her husband. And the earnings of any married woman, from her trade, business, labor or services, shall be her sole and separate property, and may be used and invested by her in her own name.

*Query.*—When husband and wife live together, but each holds office and has a separate business, which is the “head of the family,” within the meaning of the homestead and exemption act?

**WILLS.**—Foreign wills, valid where executed, will be admitted for record in the Probate Court of any county in this State where property therein devised may be situated; and will be as valid and binding as if executed according to the laws of this State.

## KANSAS.

**ABILENE—Dickenson County.***John H. Mahan* (formerly County Attorney).FIRST NATIONAL BANK, }  
JUNCTION CITY, Ks., June 11, 1873. }

We have the utmost confidence in the *integrity* and *ability* of  
John H. Mahan, Esq., of Abilene, Kansas.

W. B. CLARKE, *Cashier.***ATCHISON—Atchison County.***B. P. Waggener.*

ATCHISON, Ks., January 8, 1873.

*To whom it may concern:*

I take great pleasure in recommending to your favorable consideration Hon. B. P. Waggener, a regular practicing attorney in my court, as a gentleman and an honorable attorney, and one who will promptly attend to any business intrusted to his care.

P. S. HUBBARD, *Judge Second Ju. Dist., Ks.***BAXTER SPRINGS—Cherokee County.***Rucker & Bro.*

A. W. RUCKER.

T. A. RUCKER.

CHEROKEE COUNTY BANK, BAXTER SPRINGS, Ks.

*To whom it may concern:*

We have upon several occasions employed Messrs. Rucker & Bro. to transact legal business for us and to make collections for our bank, and have always found them well qualified to undertake any legal business intrusted to them. They have been prompt in their remittances, and we believe them faithful to the interests of their clients.

GRAVES & NILES, *Proprietors.*

**BURLINGAME**—Osage County.*Jno. G. Erwin* (ex-Police Judge).

BURLINGAME SAVINGS BANK, }  
 BURLINGAME, Ks., May 23, 1873. }

*Managing Office of the International Merchants' Protective Law Association:*

I hereby certify that I have been acquainted with J. G. Erwin for two years last past, that he is a lawyer of good standing with the members of his profession, a reliable and competent lawyer, and qualified to transact any business within his profession that he undertakes.

F. M. NELSON, *Cashier.*

**COLUMBUS**—Cherokee County.*Amos Sanford* (ex-Judge of Probate and Member of Legislature).

COLUMBUS, Cherokee Co., Ks., March 9, 1873.

This is to certify that Hon. Amos Sanford, of this place, is an attorney of marked ability and high standing in his profession, and a man of strict integrity in all his business transactions. He is prompt and faithful in the interests of his clients, and well qualified to undertake any legal business intrusted to him. In 1868 he was elected to the office of Probate Judge of this county, by a large majority, which position he resigned in 1869 by reason of his election as Representative of the county in the Legislature of 1870. He was the first resident lawyer of this place, and practices in the Supreme and all inferior courts of the State.

C. D. NICHOLS, *Probate Judge, Cherokee Co., Ks.*

**COUNCIL GROVE**—Morris County.*A. J. Hughes* (formerly County Attorney).

FIRST NATIONAL BANK, }  
 COUNCIL GROVE, Ks., Nov. 26, 1872. }

*To whom it may concern:*

I have had occasion to use Mr. A. J. Hughes as an attorney on several occasions, and regard him as a prompt and efficient collector, as well as an able lawyer.

J. W. SIMCOCK, *Cashier.*

KANSAS.

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**EL DORADO — Butler County.**

**A. L. L. Hamilton.**

OFFICE OF PROBATE JUDGE, Butler Co., Ks., }  
EL DORADO, January 4, 1873. }

*To whom it may concern:*

I take great pleasure in recommending A. L. L. Hamilton, Esq., of this city, as a lawyer of ability and skill. He is faithful to the interests of his clients, prompt in transacting business, and is a gentleman of unexceptionable moral character.

S. W. TAYLOR, *Judge of the Probate Court  
of Butler County, Kansas.*

**ELLSWORTH — Ellsworth County.**

**Philip T. Pendleton** (formerly County Attorney).

OFFICE OF COUNTY JUDGE. }  
ELLSWORTH COUNTY, Kansas, Jan. 4, 1873. }

*To whom it may concern:*

I have known Philip T. Pendleton as an attorney for two years, and have found him well qualified to undertake any legal business intrusted him. Mr. Pendleton is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

[L. S.]

JAMES MILLER, *County Judge.*

**EMPORIA — Lyon County.**

**Buck & Cunningham.**

J. J. BUCK (ex-Register in Bankruptcy).

E. W. CUNNINGHAM.

I hereby certify that I am well acquainted with Buck & Cunningham, attorneys of Emporia, Kansas, and know them to be reliable and capable in their profession and worthy of confidence.

I. H. WATSON,

*Judge of the Fifth Judicial Dist. of Kansas.*

**FORT SCOTT — Bourbon County.**

**Eugene Ware.**

Refers to the First National Bank, and the Merchants' National Bank of Ft. Scott, Kansas; to the Mayor, J. G. Stuart; to the Judge, C. W. Blair, of this district; to D. P. Lowe, Member of Congress from this district.

**LAWRENCE—Douglas County.****A. J. Reid** (formerly County Attorney).SIMPSON'S BANK,  
LAWRENCE, Ks., June 7, 1873. }S. F. KNEELAND, Esq., *Managing Attorney, Albany, N. Y.:*

DEAR SIR.—Permit us, at request of A. J. Reid, Esq., to say, that we have known the gentleman for six or seven years past, and had considerable business with him, in all of which he has been honorable and straightforward.

Respectfully,

W. A. SIMPSON, *President.***LEAVENWORTH—Leavenworth County.****E. N. O. Clough** (U. S. Commissioner, formerly City Attorney).

The following letter of recommendation explains itself :

STATE OF KANSAS, EXECUTIVE DEPARTMENT, }  
TOPEKA, January 24th, 1871. }*His Excellency the Governor of Montana:*

SIR.—I have the honor to recommend the appointment of E. N. O. Clough, Esq., of Leavenworth, Kansas, as a Commissioner of Deeds for your Territory. Mr. Clough is a lawyer in good standing, and is also extensively engaged in the business of conveying. I am satisfied that the trust which you may repose in him will be creditably and faithfully discharged

Very respectfully, your obed't serv't,

JAMES M. HARVEY, *Governor of Kansas.***LINCOLN CENTRE—Lincoln County.****Walter L. Wait.**

Recommended by

J. H. PRESCOTT,

*Judge Fourteenth Judicial District of Kansas.***MARION CENTRE—Marion County.****L. F. Keller** (County Attorney for Marion county).THE STATE OF KANSAS, }  
*County of Chase.* }

This is to certify that L. F. Keller, Esq., of Marion Centre, Marion county, Kansas, is a regular practicing attorney in all the

district courts of the State of Kansas; that he stands well in the profession, and is reliable and trustworthy. He was elected County Attorney of Marion county in 1871, and re-elected in 1872 for the regular term of two years, from January 13th, 1873.

In witness whereof I have hereunto set my hand at Cottonwood Falls, Chase county, Kansas, this March 6th, A. D. 1873.

WILLIAM R. BROWN, *Judge Ninth Jud. Dist., Kas., in which Marion county is situate.*

THE STATE OF KANSAS, }  
Chase County, } *sc.*

I, S. A. Breese, Clerk of the District Court for Chase county, Kansas, do hereby certify that William R. Brown, whose name is signed to the above certificate, is Judge of the Ninth Judicial District of Kansas, and that he signed the above in my presence.

Witness my hand and official seal this 6th day of March, [L. s.] 1873.

SIDNEY A. BREESE,  
*Clerk District Court Chase County.*

**MOUND CITY — Linn County.**

*John F. Broadhead* (Member of Legislature, formerly Judge of the District Court, County Attorney and State Senator).

**OSAGE MISSION — Neosho County.**

*John Moffitt* (formerly Police Judge).

HUMBOLDT, Kansas, Oct. 24, 1872.

*To whom it may concern:*

I have been personally acquainted with John Moffitt, of Osage Mission, Kansas, for four years, and think him well qualified to undertake any legal business intrusted to him. Mr. Moffitt is prompt and faithful in the interest of his clients, and I can cheerfully recommend him to all persons desiring his services.

JOHN R. SODDIN, *Judge Seventh Judicial Dist., in the State of Kansas.*

**OSWEGO — Labette County.***Nelson Case.*OSWEGO, Kansas, *January 3d, 1873.**To whom it may concern :*

I, Henry G. Webbs, of the State of Kansas, take pleasure in saying that Nelson Case, of Oswego, Kansas, is an attorney at law, and as a man prompt and efficient in the discharge of professional duty, and that he is a man of strict sobriety, of good moral character, and in every way deserving of full faith and confidence.

HENRY G. WEBBS, *District Judge.***PARSONS — Labette County.***Thos. C. Cary* (formerly Prosecuting Attorney).OSWEGO, Kansas, *March 26, 1873.**To whom it may concern :*

This is to certify that I am personally acquainted with T. C. Cary, Esq., of Parsons, Labette county, Kansas, and that I know him to be a good lawyer, an honorable gentleman, and in every way worthy of trust and confidence.

Respectfully,

S. L. COULTER, *Probate Judge of Labette Co.*OSWEGO, Kansas, *March 24, 1873.**To whom it may concern :*

This is to certify that I am personally acquainted with T. C. Cary, Esq., of Parsons City, Labette county, Kansas, and that his standing as a lawyer and gentleman is good, and that he is reliable and trustworthy.

Respectfully,

B. W. PERKINS,

*Judge of Eleventh Jud. Dist. of Kansas***PEABODY — Marion County.***F. H. Kollock.*

STATE OF KANSAS, }  
*Marion County,* } ss.:

I, Isaac W. Bouse, Judge of the Probate Court in and for said county, do hereby certify that I am well acquainted with F. H. Kollock, of Peabody, in said county, and from my knowledge of

his ability as an attorney, do cheerfully recommend him as an attorney well qualified to undertake and attend to any legal business intrusted to him.

In testimony whereof I have hereto set my hand and official seal, this 11th day of February, A. D. 1873.

I. W. BOUSE,

*Probate Judge Marion County, Kansas.*

### ST. MARY'S — Potawatomie County.

*S. P. Angle.*

References: Hon. John Mouston, Judge of Third Judicial District, Topeka, Kansas; Hon. A. L. Williams, Attorney-General of Kansas, Topeka, Kansas; W. D. Terry, Esq., President of Showers County Bank, Topeka, Kansas; Hon. James M. Merrill, President elect, Wamega, Kansas; Hon. L. R. Palmer, Senator and ex-Indian Agent, St. Mary's, Kansas.

### SALINA — Saline County.

*John Foster* (ex-Police Judge).

### SENECA — Nemaha County.

*J. P. Taylor.*

SENECA, Kansas, *March 7, 1873.*

I certify that J. P. Taylor, of Seneca, Kansas, is an attorney in good standing.

WM. HISTED, *Probate Judge.*

### TOPEKA — Shawnee County.

*Joseph E. Baldwin* (formerly State Senator of Missouri).

*To whom it may concern:*

I, Clerk of the District Court, in and for Shawnee county, Kansas, do hereby certify that I am personally acquainted with Joseph E. Baldwin, Esq., of Topeka, Kansas; that he is an attorney of our District Court in good standing, and devotes himself to the interests of his clients.

Witness my hand and official seal this 3d day March, A. D. 1873.

[L. s.]

HIRAM McARTHUR, *Clerk.*

*To whom it may concern:*

I know J. E. Baldwin, Esq., as an attorney in my court, and have found him well qualified to undertake any legal business



intrusted to him. Mr. Baldwin is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

JOHN F. MORTON,

*Judge of District Court, Shawnee County, Kansas.*

*March 3, 1873.*

**WICHITA — Sedgwick County.**

*Albert Emerson.*

ful in the inter-  
rfully accorded.

nty, Kansas.

## KENTUCKY.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT.—Arrest is allowed in the following cases :

1st. Where the debtor is about to depart from the State, and, with intent to defraud his creditors, has concealed or removed from the State his property, or so much thereof that the process of the court cannot be executed after judgment, or

2d. Where the debtor has money, or securities for money or evidences of debt in the possession of himself, or of others for his use, and is about to depart from the State without leaving property therein sufficient to satisfy the plaintiff's claim.

The claimant must file a bond for double the amount of the claim, and an affidavit stating the nature of the debt, the amount of the claim, and that it is just, and specifying one of the above causes. The debtor must give bail or be imprisoned until he pays the claim or take the insolvent debtor's oath.

ATTACHMENTS and garnishments of debts due to the debtor, are granted on a like bond, with an affidavit specifying one of the following causes :

1st. That the defendant or one of the several defendants is a non-resident or foreign corporation ; or,

2d. Has been absent therefrom four months ; or,

3d. Has departed from the State with intent to defraud his creditors ; or,

4th. Has left the county of his residence with the intent to avoid the service of summons ; or,

5th. So conceals himself that a summons cannot be served upon him; or,

6th. Is about to remove or has removed his property or a material part thereof out of the State, not leaving enough therein to satisfy the plaintiff's claims, or claims of the said defendant's creditors; or,

7th. Has sold, conveyed or otherwise disposed of his property, or suffered or permitted it to be sold, with the fraudulent intent to cheat, hinder or delay his creditors; or,

8th. Is about to dispose of his property with such intent.

An attachment will not issue against a non-resident or foreign corporation on the first clause above mentioned, except on actions founded on contract.

**BILLS OF EXCHANGE AND PROMISSORY NOTES.**—Bills of exchange and notes discounted at a bank are governed by the common law. In other cases, protest is not necessary, and the indorser is discharged unless action be commenced at the first available term of court against the maker, and prosecuted to insolvency.

**BILLS OF SALE** must be recorded, or the property delivered to the vendee, to be valid against third parties.

**CHATTEL MORTGAGES** must be acknowledged and recorded, the same as bills of sale and trust deeds.

**DEEDS OF TRUST** are valid as to third parties from the time of filing for record. If executed with power of sale as security for an indebtedness, they must be enforced by a decree of the court in chancery, or by the grantor joining in the conveyance to the purchaser.

**DEEDS AND MORTGAGES** may be acknowledged out of the State and within the United States, before one of the following officers: The judge or clerk of a court of record, mayor of a city, secretary of the State or a commissioner appointed to take acknowledgments for the State of Kentucky. If executed out of the United States, they may be certified to before a minister, charge d'affaires or consul of the United States.

A married woman must be examined separate and apart from her husband, previous to the acknowledgment, by the officer taking the same.

As to the form of acknowledgment of husband and wife, when taken out of the State. See Appendix, "*Forms.*"

*Record of.*—Deeds executed by non-residents, must be recorded within eighteen months and by residents within eight months from the time of execution.

ESTATES OF DECEASED PERSONS must be settled within two years from the granting of letters testamentary. Claims may be filed at any time after six months from the granting of letters.

All debts are of equal dignity, except burial expenses, cost of administration, and *bona fide* liens.

EXECUTIONS. See *Exemptions* and *Judgments*.

EXEMPTIONS.—One work beast, or yoke of oxen, two cows and calves, five sheep, wearing apparel and the usual household and kitchen furniture. There is a further exemption on all debts or liabilities created since the first day of June, 1866, of so much land, including the dwelling-house and appurtenances, as shall not exceed in value \$1,000; one sewing machine, one two-horse wagon or ox cart, one set of gear, washing apparatus, not exceeding fifty dollars in value, carpeting for one room, school books, a prayer book and hymn book, one bureau, one wardrobe, one washstand, one clock, six plates, six knives and forks, six cups and saucers; and on liabilities created after May 1, 1870, the professional libraries of preachers, lawyers, physicians and surgeons and their instruments, to the value of \$500.

GARNISHEE OR TRUSTEE PROCESS. See *Attachments*.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS:

*Legal Rate*, 6 per cent.

*Allowable by contract in writing*, 10 per cent.

*Usury* forfeits all the interest when more than ten per cent is charged, but does not affect the principal.

JUDGMENTS are not liens upon the real estate of the defendant, but an execution operates as a lien from the date of delivery to the sheriff.

LIMITATION OF ACTIONS:

*One Year.*—Actions upon a merchant's account for goods sold and delivered or any article charged therein, and actions for personal damages, libel and slander, or breach of promise.

*Five Years.*—Actions on contracts not in writing, for trespass on real or personal property, on bills of exchange, drafts, or upon a promissory note placed on the footing of a bill of exchange, upon accounts between merchants or their agents, or for relief upon the ground of fraud.

*Fifteen Years.*—Actions upon contracts in writing, official bonds, promissory notes not discounted at a bank, or upon judgments or decrees of any court.

*Thirty Years.*—Bars all claims to real estate.

**MARRIED WOMEN.**—A married woman can make valid contracts in the following exceptional cases only:

1st. When the husband abandons her, or leaves the State without making any provisions for her separate maintenance, or is confined in the penitentiary for the unexpired term of more than one year.

2d. When, on the joint application of husband and wife, the court in chancery permits her to transact business in her own name as a *feme sole*, her contracts binding her separate estate.

A married woman may receive and hold, separate and apart from her husband, any property that may be settled upon her, and if the settlement be by way of deed or devise, she can hold it either with or without the intervention of a trustee. She can only dispose of her separate estate in the manner named in the instrument conveying it to her, but it is liable for her own debts contracted before marriage, or as a *feme sole* trader, in the cases above specified, and is also liable for necessaries supplied to her or any member of her family (including her husband), provided the credit was given on an instrument signed by both husband and wife.

**PROMISSORY NOTES.** See *Bills of Exchange*.

**WILLS.**—All persons in sound mind, except infants and married women, may devise and bequeath their property by will.

A married woman may dispose of any estate by will that may have been settled upon her during coverture, provided the instrument of settlement empowers her to dispose of the same in such a manner.

Wills must be in writing and signed by the testator, or some other person in his presence, and by his express request.

Where the will and the signature is not wholly in the handwriting of the testator, two witnesses are necessary, who shall subscribe their names in the presence of the testator.

Foreign wills, executed according to the laws of the State where executed, are valid for the purpose of bequeathing personal property in this State; but they will not operate as a valid devise of real estate without they are executed according to the laws of this State.

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## KENTUCKY.

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### AUGUSTA — Bracken County.

*John S. Orr.*

STATE OF KENTUCKY,  
AUGUSTA, Bracken Co., *April 19, 1873.* }

I take great pleasure in saying that John S. Orr is an attorney of integrity, sobriety and industry, and worthy of the trust and confidence of the profession everywhere.

JOS. DONIPHAN, *Chancellor of the Twelfth  
District of Kentucky.*

### BEDFORD — Trimble County.

*Jacob Yeager* (ex-County Attorney).

### BURLINGTON — Boone County.

*G. G. Hughes.*

STATE OF KENTUCKY, BOONE COUNTY COURT, }  
Special Term, *December 28, 1867.* }

It appearing to the satisfaction of the court, by complete and satisfactory testimony adduced, to wit, by M. Hamilton, that George G. Hughes, Esq., is a gentleman of honesty, probity and good demeanor, it is ordered that same be certified accordingly.

I, A. B. Parker, Clerk of the County Court in and for the county and State aforesaid, do certify that the foregoing is a true copy of an order entered on the minutes of the Boone County Court, at its Special Term, Dec. 28, 1867.

Given under my hand and seal of office, this 22d day of  
[L. s.] February, 1873.

A. B. PARKER, *Clerk.*

**CALHOUN — McLean County.**

*Geo. A. Prentice* (County Attorney).

CALHOUN, Ky., *January 10, 1873.*

Geo. A. Prentice, of this place, is a practicing attorney in my district, being the Third Judicial District in Kentucky; is a good lawyer, and in every respect reliable and trustworthy.

I am, very truly yours,

BEN. P. CISSILL, *Judge Third Judicial Dist., Ky.*

**CAMPBELLSVILLE — Taylor County.**

*Wm. Howell* (ex-State Senator, Representative and County Attorney).

CAMPBELLSVILLE, Ky., *April 29, 1873.*

I, F. A. Netherland, Judge of the Taylor County Court, take pleasure in saying that Wm. Howell is a man of honesty and probity, and stands among the first lawyers of this State as a good lawyer, safe and reliable, and prompt in his attention to any and all business intrusted to his care.

Given under my hand as judge aforesaid.

F. A. NETHERLAND, *Judge Taylor County Court.*

**CANTON — Trigg County.**

*W. L. Fuqua.*

**CARRSVILLE — Livingston County.**

*Isaac H. Trabuc.*

**COVINGTON — Kenton County.**

*J. F. & C. H. Fisk.*

JOHN F. FISK (ex-Lieutenant-Governor and State Senator of Kentucky).

CHARLES H. FISK.

FIRST NATIONAL BANK, }  
COVINGTON, Ky., *Dec. 11, 1872.* }

*To all whom it may concern:*

This is to certify that I am well acquainted with Messrs. John F. & C. H. Fisk of the city of Covington, county of Kenton, State of Kentucky. They are the attorneys for this bank, and have been since its organization. They are gentlemen of the first standing in



**KENTUCKY.**

their profession in Kentucky. They are every way reliable and responsible. They are sober, discreet, attentive and vigilant in their business, and especially prompt in remitting and paying to clients all collections made by them. Any business intrusted to them will be ably and actively prosecuted.

Respectfully,

J. D. FRY,

*Cashier First National Bank of Covington, Ky.*

**DANVILLE — Boyle County.**

*Thomas J. Polk* (P. O., Harrodsburg, Ky.).

Recommended by

GEORGE W. KAVANAUGH,

*Judge Seventh Judicial District of Kentucky.*

**DAYTON — Campbell County.**

*John K. Edwards.*

**ELKTON — Todd County.**

*J. H. Lowery* (ex-Member of Legislature and County Attorney).

RUSSELLVILLE, *April 15, 1873.*

*To the Merchants' Protective Law Association:*

GENTLEMEN.—I take pleasure not only in bearing testimony to the high professional standing of J. H. Lowery, Esq., but also as to his honor and integrity as a gentleman, and his talents and ability as a speaker, which have won for him a proud and enviable reputation among his fellow-citizens of Kentucky.

Respectfully,

R. C. BOWLING,

*Judge Fourth Judicial District of Kentucky.*

**FALMOUTH — Pendleton County.**

*C. H. Lee.*

**FRANKFORT — Franklin County.**

*T. N. & D. W. Lindsay.*

FRANKFORT, *April 20, 1873.*

T. N. & D. W. Lindsay, attorneys at law, of this place, are both men of high integrity, faithful and prompt in all their business relations, and able lawyers.

M. R. HARLIN,  
B. J. PETERS,  
W. LINDSAY,  
N. S. PRYOR,

*Judges Court of Appeals of Kentucky.*

**FRANKLIN — Simpson County.**

*W. B. Clarke* (ex-Member of Legislature, now Police Judge).

I cheerfully recommend Judge W. B. Clarke as a reliable collecting attorney.

J. L. STANFORD, *Judge County Court.*

**GREENSBURGH — Greene County.**

*Jas. W. Jones.*

STATE OF KENTUCKY, }  
County of Greene, } ss.:

I, Thomas R. Barnett, Judge of the County Court for the county and State aforesaid, certify that James W. Jones is a practicing attorney of the said county, and that he is worthy and reliable.

Given under my hand this the 17th day of April, 1873.

T. R. BARNETT, *Judge Greene County Court.*

**HARRODSBURG — Mercer County.**

*Kyle & Poston.*

JOHN J. KYLE (ex-Judge City Court).

O. S. POSTON.

FIRST NATIONAL BANK,  
HARRODSBURG, Ky., *April 15, 1873.* }

I have known Messrs. Kyle & Poston for many years, and take pleasure in representing them as prompt, reliable and efficient attorneys.

D. J. CURRY, *Cashier.*

I concur in the above.

WM. H. RIKER,

*Vice-President First National Bank, Harrodsburg.*

HARRODSBURG, Ky., April 16, 1873.

*To whom it may concern:*

This is to certify that I am personally and professionally intimate with John G. Kyle and O. S. Poston, partners in the practice of law at Harrodsburg, Ky.; that I have known them for years; that as to skill in practice, diligence in business, vigilance as to their clients' interests, and punctuality in paying over collections, they stand at the very head of our bar, and would so stand at any bar where they might practice.

W. E. KELLER, *Presiding Judge of the  
Mercer County Court.*

**IRVINE — Estell County.**

*Wm. Herndon.*

FIRST NATIONAL BANK,  
RICHMOND, Ky., February 20, 1873. }

*Wm. Herndon, Esq., Irvine, Estell County, Ky.:*

DEAR SIR.—Having been informed that you are selected as attorney to represent The Merchants' Protective Law Association of Albany, New York, at your place of business, and also that they require some testimonial as to your character, it gives me great pleasure to recommend you to the favorable consideration of that association, also to bear testimony to your standing as a lawyer and your integrity as a man.

Hoping that your connection with the association will be both profitable and agreeable to the association and to yourself,

I am, very respectfully,

W. M. IRVINE, *Cashier.*

**LA GRANGE — Oldham County.**

*Jno. W. Clayton* (County Attorney).

Mr. Clayton has held the office of County Attorney for Oldham county for *fifteen successive years.*

LOUISVILLE, June 10, 1873.

Whilst Judge of the Ninth Judicial District of Kentucky, I became well acquainted with J. W. Clayton, Esq., of LaGrange, Oldham county, that county being in my circuit, and I take pleasure in testifying to his high character as a gentleman, and his integrity as a lawyer.

H. W. BRUCE, *Chancellor of Lou. Chancery Court.*

KENTUCKY.

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LANCASTER—Garrard County.

W. D. Hopper (formerly Clerk Circuit Court).

THE NATIONAL BANK OF LANCASTER, }  
LANCASTER, Ky., Feb. 28, 1873. }

S. F. KNEELAND, Esq., Albany, N. Y.:

DEAR SIR.—I take pleasure in stating that W. D. Hopper, attorney at law, resident of this place, stands well in his profession, is a good collector, and prompt in paying over money collected by him.

Very respectfully,

WM. H. KINNAIRD, Cashier.

LOUISVILLE—Jefferson County.

See APPENDIX.

MARTINSBURG—Elliott County.

J. J. Park.

MARTINSBURG, Ky., April 22, 1873.

To whom it may concern:

I have known Mr. J. J. Park as a practicing attorney in all the courts of this and adjoining counties, and believe him to be well qualified to discharge the duties of an attorney in any legal business intrusted to his care. He is prompt and faithful in the interest of his clients, possessing the confidence of the public wherever known.

Respectfully,

P. M. FANNIN, Presiding Judge of  
Elliott County.

MAYFIELD—Graves County.

Richard S. Murrell.

MAYFIELD, Ky., March 1, 1873.

I take pleasure in saying that R. S. Murrell is a young gentleman of good moral character, active business habits, prompt, energetic and reliable, and stands deservedly high in this community.

Very respectfully,

ANDREW R. BOON,

Judge Circuit Court, First Jud. Dist., Ky.

**MORGANTOWN—Butler County.***Lysander J. Smith.*OFFICE OF T. C. CARSON, COUNTY JUDGE, }  
MORGANTOWN, Ky., Feb. 27, 1873. }S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I take great pleasure in recommending Lysander J. Smith, Esq., of Morgantown, Butler county, Ky., as a lawyer of ability and in good professional standing. He is a graduate of the University of Louisville, Ky. (class 1859 and 1860), and is prompt in the discharge of his professional duties.

Yours, etc.,

T. C. CARSON, *P. J. B. C. C.***MOUNT STERLING—Montgomery County.***Tyler & Garrison.*M. S. TYLER (formerly City Attorney for Mount Sterling).  
D. B. GARRISON.MOUNT STERLING, Ky., *December 19, 1872.*

S. F. KNEELAND, Esq.:

This certifies that I am well acquainted with the members of the law firm of Tyler & Garrison, of this city, and know them to be gentlemen, good lawyers, attentive to business, and of high moral worth and integrity.

Respectfully,

W. H. WINN, *County Judge Montgomery Co., Ky.***OWENSBORO—Davies County.***Moore & Feighan.*

J. Z. MOORE.

J. W. FEIGHAN.

**OWENTON—Owen County.***Grover, Montgomery & Revill.*

ASA P. GROVER (ex-Member of Congress and State Senate).

HENRY P. MONTGOMERY (formerly County Attorney).

J. C. REVILL (Police Judge).

In our firm, A. P. Grover is president and H. P. Montgomery a director of the National Bank of Owen.

Respectfully,

H. P. MONTGOMERY.

**PADUCAH — McCracken County.**

*John Q. A. King* (ex-Lieutenant and Acting Governor of Kentucky, State Senator, Representative, Circuit Judge and County Attorney).

**PARIS — Bourbon County.**

*Benj. G. Paton* (formerly Clerk Circuit).

Benj. G. Paton is a prompt, efficient and energetic attorney, examiner and collector, and his professional standing is good.

R. HAWES, *Judge Bourbon County Court.*

**POPLAR PLAINS — Fleming County.**

*W. O. Phillips.*

FLEMINGSBURGH, Ky., Dec. 16, 1872.

*To whom it may concern:*

This certifies that W. O. Phillips, of Poplar Plains, Kentucky, is a practicing attorney in the Circuit and County Courts; he is well qualified to undertake any legal business intrusted to him, is prompt and faithful in the interest of his clients.

JAS. E. SMITH, *Judge of Fleming Co., Ky.*

**PRESTONBURG — Floyd County.**

*Jas. H. Hereford, Jr.*

PRESTONBURG, Ky., Jan. 10, 1873.

We are personally acquainted with J. H. Hereford, Jr., and regard him as reliable and trustworthy, and honest in his practice as an attorney, and in his business intercourse with men we believe him to be prompt, honest and just.

A. L. DAVIDSON, *Presiding Judge Floyd County.*

R. S. FRIEND, *County Atty. Floyd County.*

WILLIAM H. MAY, *Atty. at Law, Floyd County.*

**SMITHLAND — Livingston County.**

*Wm. D. Greer.*

**WINCHESTER — Clark County.**

*Tucker & Hathaway.*

J. S. TUCKER (Member of Kentucky Legislature).

L. HATHAWAY.

## LOUISIANA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT is practically abolished in this State, as it only secures the person of the debtor to answer the suit, and not for the payment of the debt.

ATTACHMENTS.—A writ of attachment will issue on the application of the creditor who charges, under oath, that the debtor is a non-resident, or is about leaving, permanently, the State, or has left it permanently, or that he conceals himself to avoid the service of citation upon him, or has mortgaged, assigned, disposed, or is about to mortgage, assign or dispose of his property, or a part thereof, with the intent to defraud his creditors, or give an unfair preference to some of them, or that he has converted, or is about to convert, his property into money or evidences of debt, with the intent to place it beyond the reach of his creditors.

A bond of indemnity for double the amount of the claim must be filed with the application. There are provisions made for "Writs of Sequestration" and "Writs of Provisional Seizure," which do not generally apply to the class of actions arising in the commercial intercourse with other States, and are, therefore, not inserted.

BILLS OF EXCHANGE AND PROMISSORY NOTES are held by the courts to be governed by the common law, although there is no statutory provision on the subject. Accommodation indorsers are held liable where, on the negotiation of the accommodation paper, credit has actually been given to such indorsements. The whole sum must be expressed in writing, except that the cents may be in figures.

BILLS OF SALE are not used in this State.

CHATTEL MORTGAGES and deeds of trust are not in use.

DEEDS AND MORTGAGES may be acknowledged before any officer authorized to take the acknowledgment of deeds in the State where executed, but a certificate of a clerk of a court of record must be attached showing the right of such officer to take the acknowledgment of deeds, and as to the genuineness of his signature.

Whenever a married woman joins with her husband in any act affecting his real estate, it is the duty of the officer, before whom the act is passed, to examine her, apart from the presence of her husband, touching the freedom of her action, and to inform her fully of the nature of her rights respecting the property of her husband; and it must appear, upon the face of the act, that this has been done.

*Form of Acknowledgments.* See Appendix, *Forms*.

*Record of.*—All instruments conveying any interest in lands must be in writing, properly acknowledged and recorded in the parish where the property is situated.

ESTATES OF DECEASED PERSONS in the parish of Orleans are administered in the second district court; in other parishes, in the parish courts.

As the civil law governs in Louisiana the practice in the settlement of these claims is peculiar, and to non-residents exceedingly abstruse and complicated. Parties having such claims would do well to send them, in the first instance, to our attorneys in the parish where the deceased resided in his lifetime or the property is situated.

EXECUTIONS. See *Exemptions and Judgments*.

EXEMPTIONS: *Homestead*.—"One hundred and sixty acres of land and the buildings and improvements thereon, occupied as a residence and *bona fide* owned by the debtor having a family, or mother, or father, or person or persons dependent on him for support."

*Personal Property*.—The sheriff cannot seize the linen or clothing belonging to the debtor or his wife, nor his bed nor those of his family, nor his arms and military accoutrements, nor the tools, instruments or books necessary for the exercise of his



calling, trade or profession. Nor shall he, in any case, seize the right of personal servitude, of use and habitation, of usufruct of the estate of a minor child, nor the increase of dotal property, nor the salary due an officer, nor wages, nor recompense for personal services, nor house or kitchen furniture to the value of \$600.

There is also exempt one work horse, one wagon or cart, one yoke of oxen, two cows and calves, twenty-five head of hogs or one thousand pounds of bacon, or equivalent in pork, and, if a farmer, the necessary corn or fodder for the current year; provided that the property above stated to be exempt from seizure does not exceed, in the aggregate, the sum of \$2,000.

No debtor shall be entitled to this exemption whose wife shall own in her own right, and be in the actual enjoyment of property worth more than \$1,000.

#### INTEREST AND USURY :

*Legal Rate*, 5 per cent.

*Allowable* by written agreement, 8 per cent.

Any rate of interest may be collected if it is embodied in the original instrument creating the loan, or if reserved by way of discount; but *after the maturity* of an indebtedness, no greater rate than eight per cent is valid for the *forbearance* thereof, and usury in this case forfeits the whole interest.

**JUDGMENTS.**—A judgment is a lien on the lands of the judgment debtor in the parish where recorded from the date of record.

An execution operates only as a lien on the property levied from the date of levy.

#### LIMITATION OF ACTIONS (*Prescription*):

*Three Years.*—Actions on open accounts.

*Five Years.*—Promissory notes and bills of exchange.

*Ten Years.*—Actions on judgments and mortgages.

Possession in good faith as owner for ten years of real estate, under a title translativ of the property, allows the possessor to prescribe against the owner, provided the owner does not belong to the class against whom prescriptions do not run, such as infants or interdicted persons.

*Twenty Years* will prescribe against the owner of real estate in such a case, even though the possession is in bad faith.

*Thirty Years* prescribes against the owners in such a case, whether possession was founded on an original title or not.

**MARRIED WOMAN.**—Marriage in this State is a business as well as social copartnership. The parties retain their ante-nuptial property; the partnership, consisting of all acquisitions received by either *partner* during coverture, whether from the result of their labor, or from donation to either, or both. The debts or liabilities of either accruing after marriage is considered as *firm* debts, and for which the firm property, above specified, is liable.

The wife, by the consent of both her husband and the district judge, may charge her separate property, by loans or contracts, for her special benefit.

If a married woman is permitted to carry on a separate trade she is considered a public merehant, and as such may obligate herself for anything in relation thereto; but she cannot, even then, sue without the special authority of her husband. At the dissolution of this *quasi* copartnership the firm property is divided equally between them, without any reference to the amount of the capital furnished by either.

The wife has, by operation of law, a lien, in the nature of a mortgage, in the separate real estate of the husband for the full amount of all moneys received from her by him during coverture, but this mortgage must be recorded to protect the wife from innocent third parties.

**PROMISSORY NOTES.** See *Bills of Exchange*.

**WILLS** should be executed in the presence of two or more subscribing witnesses.

## LOUISIANA.

**ALEXANDRIA — Rapides Parish.***Wm. C. McGinsey.***BASTROP — Morehouse Parish.***D. C. Morgan.***COLUMBIA — Caldwell Parish.***Thomas E. Meredith.*COLUMBIA, La., *Jan. 13, 1872.*

Thomas E. Meredith is an attorney at law at this place. He is well qualified to undertake any legal business intrusted to him. He is prompt and faithful in the interest of his clients, of good moral character and standing. This testimonial is very cheerfully accorded.

R. D. BRIDGER, *Parish Judge.*

I hereby certify that R. D. Bridger is the Parish Judge of Caldwell Parish.

[L. s.]

J. E. BARRY,

*Clerk Twelfth District Court, Parish of Caldwell.*COLUMBIA, La., *Jan. 13, 1873.***HOMER — Claiborne Parish.***Jas. W. Willson.*HOMER, *March 11, 1873.*S. F. KNEELAND, Esq., *Albany, N. Y.:*

This is to certify to you that James W. Willson has practiced law successfully in this town, district and State for the last fourteen years. He is a gentleman of honor, ability and integrity.

[L. s.] Given under my hand officially at Homer, March 11, 1873.

N. J. SCOTT,

*Parish Judge of the Parish of Claiborne, La.*

**MONROE — Ouachita Parish.***Garrett & Garrett.*

ISAAH GARRETT.

FRANKLIN GARRETT.

MONROE, La., *March 5, 1873.*

I am well acquainted with Messrs. Garrett & Garrett, of this place, and can vouch for their professional standing as attorneys and counselors at law and collection agents. The senior partner of the firm, Hon. Isaiah Garrett, is the senior practitioner at the bar in this district, and well known as an able jurist and scholar throughout the State.

ROBT. RAY,

*Judge of the Fourteenth Judicial District of Louisiana.***NEW ORLEANS — Orleans Parish.***Hawkins & Sharp.* (No. 19 Commercial Place.)

JACOB HAWKINS (Judge of the Superior Court of Louisiana).

ISAAC SHARP.

Testimonial waived.—[Ed.]

**SHREVEPORT — Caddo Parish.***Chapman & Alexander.*

SAML. M. CHAPMAN.

T. ALEXANDER.

SHREVEPORT, La., *Jan. 6, 1873.*

This is to certify that Messrs. Chapman & Alexander, attorneys at law, are reliable and trustworthy gentlemen, of good professional standing at this bar.

ROBT. J. LORNE, *Judge Tenth Dist. of La.*

I cordially indorse the above.

J. M. FORD, *Judge of Caddo Parish.***SPRINGFIELD — Livingston Parish.***George Colmer.*SPRINGFIELD, LIVINGSTON PARISH, La.,  
*January 13, 1873.*

I hereby certify that George Colmer, of this State and parish, is a regularly admitted member of the bar of this State, and that he

practices in my court. Furthermore, I certify that I have known him, either personally or by reputation, for more than thirty years, and can testify to the fact that his standing, both general and special, has always been good.

SIMPSON KEMP,

*Parish Judge, Livingston Parish, La.*

SPRINGFIELD, LIVINGSTON PARISH, La., *Jan. 13, 1873.*

I hereby certify officially that the above is the signature of Judge Kemp, of said Livingston Parish, La.

[i. s.]

WM. S. ROSE,

*Clerk of the Court aforesaid.*

that I have known  
more than thirty  
ing, both general

EMP,  
on Parish, La.

, Jan. 13, 1873.  
signature of Judge

E,  
aforesaid.

## MAINE.

### ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT.—In all claims for over ten dollars, the debtor may be arrested on an affidavit that he is about to depart from the State, and to carry with him property more than necessary for his immediate support.

This proceeding is not productive of very great hardship on the part of the debtor, for upon disclosing his property for the benefit of the creditor, he will be discharged from custody.

ATTACHMENTS.—Actions are commenced by attachments as a mesne or original writ; no affidavit or security for costs is necessary. The liens created by writs of attachment take precedence according to the date of seizure, and continue for thirty days after judgment. See title "New England Grab Law," as to the effect of this peculiar form of attachment.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law.

BILLS OF SALE are good against third parties without being recorded.

CHATTEL MORTGAGES.—No mortgage of personal property to secure the payment of more than \$30 shall be valid against any other person than the parties thereto, unless possession of such property is delivered to and retained by the mortgagee, or the mortgage is recorded.

DEEDS AND MORTGAGES may be acknowledged before any magistrate, justice of the peace or notary public or a commissioner of deeds for the State of Maine. Foreign acknowledgments

may be taken before a notary public or a minister or consul of the United States.

A clerk's certificate of the officer's signature is advisable, but not essential. No separate acknowledgment is required to relinquish the dower right of the wife, if she joins in the deed.

*Form of Acknowledgments.* See Appendix, *Forms*.

ESTATES OF DECEASED PERSONS.—If the estate is solvent, claims may be presented to the executor or administrator, but if insolvent, they must be proved before the Probate Court, and the creditor will receive a *pro rata* payment or dividend. Claims should be presented within a year, to receive the benefit of the first distribution by the courts. Suits may be commenced against the executors after the expiration of one year, and within four years from the date of their appointment.

EXECUTIONS. See *Exemptions and Judgments*.

EXEMPTIONS :

*Homestead.*—A householder, by filing a claim in the registry of deeds, may have a homestead not exceeding the value of \$500 set off to him, which will be free from all claims except mechanics' liens and taxes.

*Personal Property.*—The following personal property is exempt from execution :

Necessary wearing apparel, household furniture to the value of \$50, beds, bedding, family portraits, and a library not exceeding \$150 in value, necessary kitchen furniture, twelve cords of wood or five tons of coal, necessary provisions for the family, tools of trade, a sewing machine worth \$100, a pair of working cattle, or in lieu thereof a pair of mules, one or two horses not exceeding \$300 in value, a cow and heifer, ten sheep and the lambs and wool raised from them, with sufficient hay to keep the above stock through the winter season, a liberal amount of agricultural implements, including a mowing machine; and a fishing boat of two tons burthen.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY :

*Legal Rate*, 6 per cent.

The parties may legally stipulate in writing for any rate of interest.

*Usury* laws are abolished.

JUDGMENTS do not operate as liens upon real estate. The lien created by the original attachment remains for thirty days after the entry of judgment.

LIMITATION OF ACTIONS :

*One Year.*—Actions against sheriffs for an escape, and *scire facias* against bail in civil suits, sureties in criminal recognizances, indorsers of writs and trustees charged by the court.

*Two Years.*—Personal actions for assault and battery, false imprisonment, slander and libel.

*Four Years.*—All actions against executors and administrators, and against sheriffs, except for escapes.

*Six Years.*—Actions founded on any contract or liability not under seal, except second judgments; for arrears of rent of assumpsit or in the case of waste, trespass, replevin and trover.

*Twenty Years.*—All actions not above enumerated.

There are the usual exceptions in relation to persons under disabilities.

Part payment or a written acknowledgment or promise to pay a claim, will renew the running of the statute.

MARRIED WOMEN retain their property owned by them at the time of marriage or acquired by them during coverture, as their separate property, free from the control of the husband in any manner whatsoever, and they may lawfully contract, sue and be sued in reference to the same. The husband is not liable for any of the debts of the wife created by her on the credit of her separate property.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS are valid to pass the title to personal property in this State, if executed according to the laws of the place where the testator resided; but to legally devise real property, three witnesses should attach their names to the will, in the presence of testator and at his request.



## MAINE.

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### AUGUSTA — Kennebec County.

#### *Baker & Baker.*

JOSEPH BAKER (formerly State Attorney, State Senator and Representative).

S. F. KNEELAND, Esq.:

MY DEAR SIR.—Messrs. Baker & Baker, of this city, are members of the Kennebec county bar, of high standing in the profession. I have known the senior party for many years as a leading member of the bar. The junior member is a young man of great promise.

CHAS. DANFORTH,  
*Justice Sup. Jud. Court of Maine.*

### BANGOR — Penobscot County.

*Thomas W. Vose* (ex- State Senator and Representative).

*To whom it may concern:*

Hon. Thomas W. Vose is a member of the bar of Penobscot county, State of Maine, and is well qualified to undertake any legal business intrusted to him. He is prompt and faithful to the interests of his clients, and this testimonial is very cheerfully accorded.

JOHN APPLETON,  
*Chief Justice of Sup. Jud. Court of Maine.*

I cordially indorse the above testimonial.

EDW. KENT,  
*Associate Justice of S. J. C. of Maine.*

BANGOR, April 5, 1873.

**FRYEBURG—Oxford County.**

*Seth W. Fife.*

THE NORWAY NATIONAL BANK, }  
NORWAY, Me., April 9, 1873. }

*To whom it may concern:*

This will certify that we, the officers of the Norway National Bank, are acquainted with Seth W. Fife, Esq., of Fryeburg, Me., and know him to be a counselor and attorney at law in good standing, and qualified to do legal business that may be intrusted to him.

I. A. DENISON,  
FREELAND HOWE,  
HENRY M. BEARCE,

*Directors.*

**LEWISTON and AUBURN—Androscoggin County.**

*Pulsifer & Bolster.*

A. M. PULSIFER (late County Attorney).

W. W. BOLTSEY (now Bank Commissioner, has been County Attorney and President State Senate).

OFFICE FIRST NATIONAL BANK, }  
AUBURN, Me., April 4, 1873. }

*To whom it may concern:*

We have had occasion to employ Messrs. Pulsifer & Bolster as attorneys for this bank, and have found them well qualified to undertake any legal business intrusted to them. We have found them prompt, faithful and efficient in the interests of their clients, and this testimonial is very cheerfully accorded.

J. H. ROAK, *Pres.*

**PORTLAND—Cumberland County.**

*John Neal & Son.*

JNO. NEAL

JNO. P. NEAL.

BANGOR, May 21, 1873.

I have known the firm of Neal & Son, of Portland, for many years as members of the bar of the State, of ability and integrity. The senior member of the firm long ago acquired a high distinction among the literary men of the nation. I am happy to recommend the firm to the confidence of the public.

JOHN APPLETON,

*Chief Justice Supreme Court of Maine.*

**RICHMOND**—Sagadahock County.*Jos. W. Spaulding* (ex-State Senator and Representative).RICHMOND, Me., *April 3, 1873.**To whom it may concern:*

I can cheerfully recommend the Hon. J. W. Spaulding, of this place, as an attorney of ability, and in every respect worthy of the confidence of any one who may have occasion to make use of the legal profession in this vicinity.

WM. H. STUART,

*Cashier of the Richmond Natl. Bank.***SACO**—York County.*Moses Emory & Son.*

MOSES EMORY (ex-Member of Legislature).

GEO. A. EMORY (ex-Judge City Court).

Recommended by

RUFUS P. TAPLEY,

*Justice of Supreme Judicial Court of Maine.*

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## MARYLAND

### ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT is abolished in this State.

ATTACHMENTS will issue against non-residents and absconding debtors without the filing of bonds of indemnity. An absconding debtor is one who absconds or secretes himself to avoid the service of summons. An attachment will also issue on the filing of a bond in double the amount of the claim, together with an affidavit stating the nature and amount of the indebtedness, and specifying one of the following causes:

- 1st. That the defendant is about to abscond from the State; or,
- 2d. That the defendant has assigned, disposed of or concealed, or is about to assign, dispose of or conceal his property, with the intent to defraud his creditors; or,
- 3d. That the defendant fraudulently contracted the debt or incurred the obligation respecting which the action is brought; or,
- 4th. That the defendant has removed or is about to remove his property out of the State, with intent to defraud his creditors.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law.

The promissory note of a married woman may be enforced against her by a proceeding in equity; but the *intent* to charge her separate estate should appear therein.

BILLS OF SALE must be recorded within twenty days in order to bind third parties, without there is an actual and continued change of possession.

CHATTEL MORTGAGES are valid under the requirements of Bills of Sale.

DEEDS AND MORTGAGES may be acknowledged out of the State, and within the United States, before the judge of any court having a seal, a notary public or a commissioner of deeds for Maryland. If executed out of the United States, before any minister or consul of the United States, notary public or commissioner of deeds for this State.

*Form of Acknowledgment.* See Appendix, *Forms*.

*Record of.*—Deeds and mortgages must be duly acknowledged and recorded before they will pass any title to real estate.

ESTATES OF DECEASED PERSONS.—Claims should be filed within one year from the granting of letters, and should be drawn up with great care. If the claim is founded upon a written instrument, an attested copy, or the original agreement, must be filed, with the sworn statement of the claimant that he is the owner thereof, specifying the amount of payments and the balance due thereon. If the claimant is an assignee he must produce the original assignment to him under the hand of the assignor. On open accounts the claimant must attach to the full statement of the bill an affidavit "that the account, as stated, is just and true, and that he hath not received any part of the money stated to be due, or any security or satisfaction for the same, except what is credited."

EXECUTIONS. See *Exemptions* and *Judgments*.

EXEMPTIONS.—Wearing apparel, books and mechanics' tools, and \$100 worth of other property selected by the debtor.

IMPRISONMENT FOR DEBT is abolished.

INTEREST AND USURY LAWS:

*Legal Rate*, 6 per cent.

*Usury* only invalidates the excess.

JUDGMENTS are liens upon the real estate, and the leasehold interest of the defendant at the time of their rendition, or acquired within twelve years thereafter, in the county where rendered.

Executions are liens, from the date of issue to the sheriff, on all the personal property of the defendant not exempt from levy thereon.

## LIMITATION OF ACTIONS:

*Three Years.*—All actions except on judgments and instruments under seal.

*Twelve Years.*—Actions on judgments and sealed instruments. A verbal promise will revive the debt.

MARRIED WOMEN retain the property held by them at the time of marriage, or acquired by them thereafter, and may legally contract in reference thereto. An obligation to bind the separate estate of a married woman must show upon its face intent to charge it; though, in some cases, evidence *aliunde* will be admitted to prove such intent.

A married woman may carry on business in her own name as a *feme sole*.

WILLS must be in writing and signed by the testator, and attested by at least three witnesses, subscribing in his presence. Males at twenty-one and females at eighteen may execute wills of either real or personal property.

## MARYLAND.

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### ANNAPOLIS—Anne Arundel County.

*Jas. H. Hodges.*

### BALTIMORE—Baltimore County.

*Sydney C. Long* (ex-Member of Legislature).

BALTIMORE, *March 8, 1873.*

Sydney C. Long, Esq., No. 5 St. Paul street, Baltimore, has been intimately known to me for many years, and I take great pleasure in recommending him as a prompt, faithful and competent attorney, and a gentleman of strict integrity and honor.

JAS. L. BARTOL, *Ch. J. Court of Appeals of Md.*

### CUMBERLAND—Alleghany County.

*Lloyd Lowndes, Jr.* (Member of Congress).

### EASTON—Talbot County.

*Joseph B. Seth.*

ELKTON, *December 19, 1872.*

MR. JOSEPH B. SETH:

DEAR SIR.—Your letter in regard to your standing at the Easton bar received. It gives me pleasure to certify to your integrity and ability.

Yours truly,

FREDERICK STUMP,

*Judge Second Judicial Circuit, Maryland.*

### FREDERICK—Frederick County.

*Geo. E. Price.*

**HAGERSTOWN — Washington County.**

*T. J. C. Williams.*

HAGERSTOWN, Md., *April 1, 1873.*

I hereby certify that T. J. C. Williams, Esq., is a member of the bar of Washington county, Md., in good professional standing, and that he bears the reputation of a gentleman of the highest honesty, integrity and morality.

W. MOTLER, *Associate Judge of the Circuit Court  
for Washington County.*

**ROCKVILLE — Montgomery County.**

*Wm. Brewer.*

ROCKVILLE, Montgomery County, Md., }  
*February 21, 1873.*

*To the Merchants' Protective Law Association :*

William Brewer, Esq., is a member of the Circuit Court for Montgomery county, Maryland, in good standing. We take pleasure in stating that he is well qualified to attend to any legal business intrusted to his care. He is a gentleman of honor and integrity, prompt and faithful in the discharge of the business of his clients.

JOHN A. LYNCH,  
W. VEIRS BONIC,  
*Judges of the Circuit Court.*



## MASSACHUSETTS.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT.—An order of arrest will be granted on a mesne process in an action of contract if the plaintiff proves to the court by sufficient affidavits,

1st. That he has a good cause of action for an amount exceeding the sum of \$20; or,

2d. That he believes, and has reason to believe, the debtor has property not exempt from execution, that he does not intend to apply to the plaintiff's claim; or,

3d. That he believes, and has reason to believe, that the debtor intends to leave the State, so that execution, if obtained, cannot be served upon him; or (instead of the second and third) that the debtor is an attorney-at-law; that the debt sought to be recovered is for money collected by him for the plaintiff, and which he unreasonably detains.

An order of arrest will also be granted in an action arising on a tort, where the plaintiff shows to the satisfaction of the court that the defendant is about to remove out of its jurisdiction.

No person can be arrested on an execution issued for debt or damages in a civil action for tort unless the judgment creditor, or some person in his behalf, after execution is issued amounting to \$20, exclusive of costs, makes an affidavit as to the nature and amount of his claim, and specifying, further, that he believes, and has reason to believe, that the debtor is possessed of property not exempt from execution, and which he has no intention of applying to the payment of the plaintiff's claim; or that, since the contraction of the debt, the debtor has fraudulently disposed of

some part of his estate for the purpose of securing the same to his own use, or of defrauding his creditors; or that, since the contraction of the debt, the debtor has lost \$100 or more by gambling, or has wastefully expended or misused his goods, to enable him to take the poor debtor's oath; or that he contracted the debt with the intention of not paying for the same; or that he is an attorney-at-law, and has collected the money for the creditor and unreasonably delays in paying over the same.

A woman cannot be arrested in a civil action on a contract.

The debtor may be discharged from arrest on taking the poor debtor's oath, or on an affidavit that he has no intention of leaving the State.

**ATTACHMENTS.**—All of the property of the debtor not exempt from execution may be attached upon the original writ, and held for thirty days after judgment as security for the amount the plaintiff may recover in the action. No affidavit or bond is necessary, except that, in case of non-resident plaintiffs, a resident must indorse the writ and will be held liable for the costs, if any, recovered against the plaintiff. Personal property, if perishable, may be appraised and sold; the officer holding the proceeds in lieu of the property.

For the general application of this system of attachments see title, "*New England Grab Law.*"

**BILLS OF EXCHANGE AND PROMISSORY NOTES** are governed by the common law, except that in the case of notes, payable on demand, a demand must be made within sixty days from the date thereof to hold the indorser.

Sight drafts are allowed three days' grace.

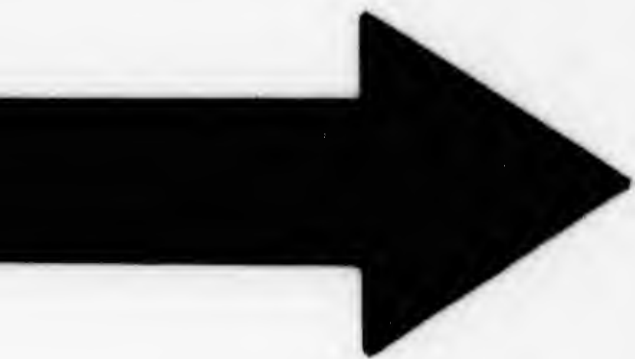
**BILLS OF SALE AND DEEDS OF TRUST** are not valid as to third parties without they are accompanied by immediate and continued change of possession.

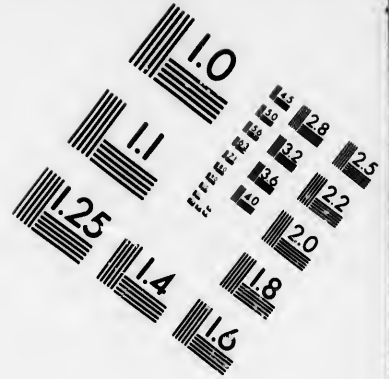
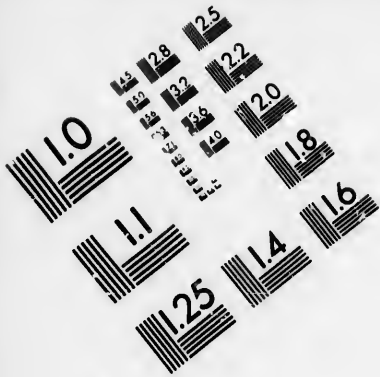
**CHATTEL MORTGAGES** are not valid as to third parties until recorded as follows: If executed by a non-resident, in the record office of the city or town where the property is; and if the mortgagor is a resident, then in the city or town where he resides, and also where he transacts his principal business.

**DEEDS OF TRUST.** See *Bills of Sale.*

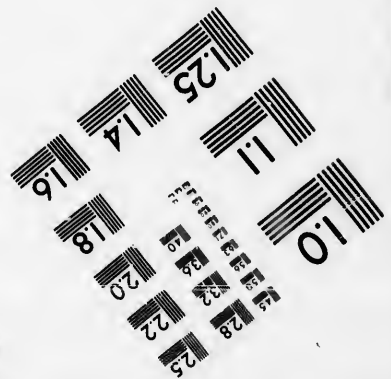
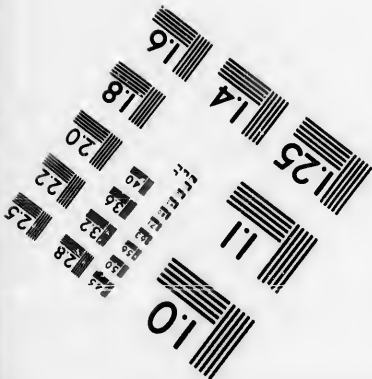
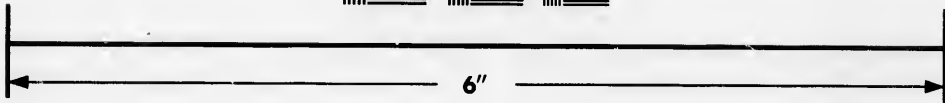
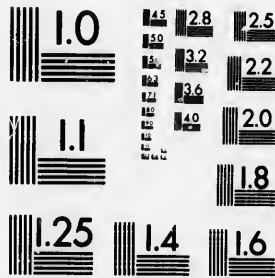
**DEEDS AND MORTGAGES**, if executed in another State, may be







**IMAGE EVALUATION  
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acknowledged before any magistrate, notary public, justice of the peace or commissioner for this State. If executed out of the United States, the acknowledgment may be taken by any United States minister or consul.

When acknowledgments are taken out of the State before any of the above named officers, other than commissioners for Massachusetts or ministers of the United States, there should be attached a certificate of the official's appointment and authority, made by the secretary of the State or the clerk of a court of record.

*Form of Acknowledgments.* See Appendix, *Forms*.

**ESTATES OF DECEASED PERSONS.**—An action will not lie against executors or administrators until after the expiration of one year from the time of their appointment, nor after the limit of two years from such appointment, save in a few exceptional cases.

Claims should be presented in writing, duly verified, within a year from the time of granting letters of administration, to take the benefit of the first division of the proceeds of the estate.

**EXEMPTIONS :**

*Personal Property.*—The following personal property, owned by a resident householder and the head of a family, is exempt from attachment or levy under execution: the necessary wearing apparel for himself and family; one bedstead, bed and bedding for every two persons in the family; one stove, and fuel to the value of \$20; a sewing machine in actual use, not exceeding in value \$100; other necessary household furniture to the value of \$100; books to the value of \$50; one cow, six sheep, one swine, two tons of hay; the tools, implements and fixtures necessary to the carrying on of his business, and not exceeding in value \$100, and necessary stock to the value of \$100; necessary provisions for the use of the family to the value of \$50; the boats, fishing tackle and nets of fishermen, actually used by them, to the value of \$100; and the uniform, arms and accoutrements of an officer or soldier in the militia.

*Homestead.*—Every householder, having a family, may, by recording a declaration to that effect, secure to himself an estate of homestead, not exceeding in value the sum of \$800, in the farm or lot, with the buildings thereon owned and occupied by

him as a residence. The homestead continues after his death for the benefit of the family until the youngest child becomes of age.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS:

*Legal Rate*, 6 per cent.

Parties may legally contract in writing for any rate per cent.

JUDGMENTS are not liens upon real estate. The lien of the original attachment continues for thirty days after the entry of judgment.

LIMITATION OF ACTIONS:

*Two Years*.—Actions for assault and battery, and false imprisonment, and all actions against executors, administrators, guardians, trustees, sheriffs, constables and assignees in insolvency, for the taking and conversion of personal property.

*Four Years*.—Actions against sheriffs for the official misconduct of their deputies.

*Six Years*.—First, actions on contracts not under seal; second, actions for rent; third, actions of replevin; fourth, all actions of tort except those above specified.

*Twenty Years*.—Actions for the recovery of land, or upon an attested note, if brought by the original payee or his personal representatives, and all personal actions on contracts not above limited.

MARRIED WOMEN.—The property, real and personal, owned by a married woman at the time of her marriage, or received by her during coverture, including the proceeds from her trade, business or services, carried on or performed on her sole and separate account, and all the rents and profits thereof, shall, notwithstanding her marriage, be and remain her sole and separate property; and may be used, collected and invested by her in her own name, and shall not be subject to the interference or control of her husband, or liable for his debts.

A married woman may bargain, sell and convey her separate personal property, and carry on business in her own name, as fully as if she was a *feme sole*; but she cannot convey her shares in a corporation or her real estate without the consent of her husband in writing, or evidenced by his joining in the deed,



except that, in certain cases, where the husband is incapable of acting, the court will consent, on her petition, that she may convey the same alone.

A married woman, doing business as a *feme sole* trader, must file a certificate in the clerk's office in the city or town where she does business, setting forth the name of her husband, the nature of her business, and the place where it is to be done; otherwise her property will be liable for her husband's debts; and if neither the husband or wife file such certificate he will be personally responsible for all her contracts or liabilities contracted in such business.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be signed by the testator, or by some one else in his presence, and at his request, and witnessed by at least three competent persons, who should subscribe their names in the presence of the testator; but wills are valid, for the purpose of conveying either personal or real property in this State, if they answer the requirements of the law of the place where executed.

## MASSACHUSETTS.

**AMESBURY — Essex County.***George W. Cate.*

This certifies that George W. Cate, Esq., of Amesbury, is an attorney in good standing, and we consider him reliable and straightforward in his business transactions.

THOS. J. CLARK, *President of the Powow River Nat. Bank and Treasurer of the Savings Bank.*

GEO. F. BAGLEY, *Cash. Powow River Nat. B'k.*

AMESBURY, January 14, 1873.

**ASHLAND — Middlesex County.***George W. Norris.*

NATICK, December 7, 1872.

*To whom it may concern :*

George W. Norris, Esq., of Ashland, Middlesex county, Massachusetts, is a gentleman of good standing in his profession, and I have no hesitation in recommending him to any who may stand in need of professional assistance. He is an attorney with whom I feel safe to confide my legal interests.

LEONARD WINCH,

*President of Natick National Bank.*

**BELCHERTOWN — Hampshire County.***Franklin Dickinson.*

BELCHERTOWN, November 26, 1872.

*To whom it may concern :*

I have had occasion in several instances to employ Mr. Franklin Dickinson, as attorney, for the collection of debts, and have always found him prompt and faithful in the interest of his clients.

C. BRIDGMAN,

*President First Nat. Bank, Amherst, Mass.*

**BLACKSTONE — Worcester County.***Silas A. Burgess.***BOSTON — Suffolk County.***Hillard, Hyde & Dickinson* (No. 14 Pemberton Square).

GEORGE S. HILLARD, LL. D. (ex-U. S. and City Attorney).

HENRY D. HYDE (formerly Assistant U. S. Attorney).

M. F. DICKINSON, Jr. (President of Common Council, Boston).

OFFICE No. 14 PEMBERTON SQUARE, }  
BOSTON, *January 9, 1873.* }

Refer to Hons. Wm. B. Washburn, Governor of Massachusetts; A. H. Bullock, ex-Governor of Massachusetts; Wm. Clafin, ex-Governor of Massachusetts; Charles Sumner, Senator, Mass.; Kidder, Peabody & Co., Bankers in Boston (branches abroad); Hide and Leather National Bank, Boston; Howard National Bank, Boston; Merchants' National Bank, Boston; Exchange National Bank, Boston; State National Bank, Boston; Fairbanks & Co. (scales), Boston and New York; H. M. Whitney, Agent Metropolitan Steamship Co., Boston and N. Y.; W. C. Ralston, Bank, California, San Francisco.

**EAST DOUGLAS — Worcester County.***Adolphus F. Brown.***FITCHBURG — Worcester County.***Edw. B. Sawtell.*FITCHBURG NATIONAL BANK, }  
FITCHBURG, Mass. *Oct. 28, 1872.* }*To all whom it may concern:*

I hereby certify that I am personally acquainted with E. B. Sawtell, Esq.; that he is an attorney in good standing and well qualified to transact any legal business intrusted to him.

E. TOREY, *President.***GARDNER — Worcester County.***E. D. Howe.*GARDNER, Mass., *Jan. 2, 1873.**To whom it may concern:*

This may certify that I am personally acquainted with E. D. Howe, Esq., of Gardner, Mass., an attorney at law, and believe him

to be well qualified to undertake any legal business intrusted to him. He is prompt and faithful to his clients' interests, and this testimonial is very cheerfully given.

THOS. P. GLAZIER,  
*Trial Justice for Worcester Co., Mass.*

**HAVERHILL—Essex County.**

*Jos. K. Jenness.*

Haverhill, Mass., May 28, 1873.

The undersigned have long personally known Joseph K. Jenness, counselor at law of this city, and take pleasure in recommending him to the attention of those desiring the services of one of his profession, as we believe any business intrusted to him would receive prompt attention.

JAMES E. GALE, *Cashier Haverhill National Bank.*

A. B. JAQUES, *Treasurer Haverhill Savings Bank.*

WM. CALDWELL, *Cashier Essex National Bank.*

JOHN L. HOBSON, *Cashier Merrimac National Bank.*

E. G. WOOD, *Cashier First National Bank.*

**HOLYOKE—Hampden County.**

*Albert A. Tyler.*

HADLEY FALLS NATIONAL BANK, }  
HOLYOKE, Mass., December 18, 1872. }

*To whom it may concern:*

Our acquaintance with Mr. A. A. Tyler is such that we can confidently recommend him to the public as an attorney capable, prompt and faithful in the discharge of his professional duties.

H. P. TERRY, *Cashier.*

**LAWRENCE—Essex County.**

*Tarbox & Briggs.*

JNC. K. TARBOX (State Senator, formerly Representative, Massachusetts Legislature).

CHAS. E. BRIGGS.

**LENOX—Berkshire County.**

*Thomas Post* (formerly Member of Massachusetts Legislature).

**LEXINGTON**—Middlesex County.*Asa Cottrell.***NEWBURYPORT**—Essex County.*Caleb Lampson.***PITTSFIELD**—Berkshire County.*Chas. W. Van Demark.*

I am acquainted with Mr. Van Demark, of this town, and esteem him as a gentleman, of good manners and kind address ; as a man in business, superior ; in abilities, balanced and of high order ; in character, honest, upright, honorable and faithful ; and any trusts reposed in him will be, I have no doubt, executed with fidelity and to the satisfaction of those interested. I have only to add, that it is these qualities that have secured for him the confidence of this community and clothed him with high official trusts.

JOHN TODD, *Pastor First Church.*PITTSFIELD, *June 6, 1873.*

I fully concur in the above recommendation.

JOSEPH TUCKER,

*Judge District Court of Central Berkshire.***SALEM**—Essex County.*Charles Sewall.*ASIATIC NATIONAL BANK, SALEM, *March 26, 1873.*To S. F. KNEELAND, Esq., *Albany, N. Y.:*

We can recommend Mr. Sewall to you as an attorney prompt and faithful, and qualified to undertake any legal business intrusted to him.

M. H. FOSTER, *Cashier.***SOUTHBRIDGE**—Worcester County.*Andrew J. Bartholomew* (State Senator of Massachusetts).

**SPRINGFIELD — Hampden County.**

*Timothy M. Brown.*

AGAWAM NATIONAL BANK OF SPRINGFIELD, }  
 SPRINGFIELD, Mass., Feb. 18, 1873. }

It gives me pleasure to certify that Mr. T. M. Brown, of this city, is in my opinion worthy of the confidence of all, as an able and efficient attorney at law, and as an honorable man in all his dealings.

H. S. HYDE, *President.*

I concur in the above.

P. S. BAILEY, *Cashier.*

**TAUNTON — Bristol County.**

*Bennett & Fuller.*

EDMUND H. BENNETT (ex-Judge of Probate and Lecturer of Harvard Law School).

HENRY J. FULLER.

Bennett & Fuller, attorneys and counselors at law, of Taunton, Bristol county, Massachusetts, are among the most reliable, able and trustworthy lawyers in the State

JAMES D. COLT,

*Justice of the Supreme Jud. Court of Mass.*

**WORCESTER — Worcester County.**

*James H. Bancroft.*

THE FIRST NATIONAL BANK OF WORCESTER, }  
 WORCESTER, Mass., Feb. 14, 1873. }

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—We are personally acquainted with James H. Bancroft, Esq., an attorney at law, of this city, and will say that we consider him a responsible and trustworthy person, and that he is in good standing in his profession.

Yours truly,

E. A. GOODNOW.  
 GEORGE F. WOOD.

**WRENTHAM — Norfolk County.**

*Samuel Warner* (formerly State Senator of Massachusetts).

NATIONAL BANK OF WRENTHAM, Mass., }  
WRENTHAM, February 28, 1873. }

*To whom it may concern :*

We have had occasion to employ Samuel Warner as an attorney, and found him well qualified for the legal business which we intrusted to him. He will be found, we believe, faithful to the interests of his clients, and ready and prompt to serve them. We cheerfully recommend him as a suitable member of the Merchants' Protective Law Association.

F. N. PLIMPTON, *Cashier.*

I concur in the above.

THOMAS PROCTOR, *Director.*

## MICHIGAN.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title "*Rights of Aliens*."

ARREST on civil process is allowed in cases of fraud and breach of trust; also where the debtor is a non-resident, and where the action is for money collected as a public officer, or for misconduct or neglect in his profession or office. An affidavit of one of the above facts must be filed together with a bond of indemnity for the damages done to the defendant if the proceeding is unsuccessful.

ATTACHMENTS may issue on all claims on contract on the filing of a bond, and an affidavit setting forth the nature and amount of the indebtedness, and specifying one the following causes:

1st. That the defendant has absconded or is about to abscond from the State, or that he is concealed therein to the injury of his creditors.

2d. That the defendant has assigned, disposed of or concealed, or is about to assign, dispose of or conceal any of his property with the intent to defraud his creditors.

3d. That the defendant has removed or is about to remove any of his property out of the State with the intent to defraud his creditors.

4th. That he fraudulently contracted the debt or incurred the obligation respecting which the suit is brought.

5th. That the defendant is not a resident of this State, and has not resided therein for three months immediately preceding the time of making such affidavit.

6th. That the defendant is a foreign corporation.



BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law.

The defense of usury cannot be pleaded against a *bona fide* holder, for value, of a promissory note.

BILLS OF SALE are void as to innocent third parties, unless they are filed in the office of the township clerk of the township or the city clerk of the city where the mortgagor resides; or accompanied by immediate delivery and continued change of possession.

The same rule applies to chattel mortgages, except that in the latter case the mortgagee must renew the mortgage thirty days before the expiration of each year, by filing a copy thereof, with an affidavit attached stating the amount due thereon.

CHATTEL MORTGAGES. See *Bills of Sale*.

DEEDS AND MORTGAGES.—Acknowledgments may be taken in other States, by a judge of a court of record, justice of the peace, notary public, master in chancery, or other officer authorized by the laws of the State where executed to take acknowledgments therein, or before any commissioner appointed by the Governor of Michigan for that purpose; if not taken before such commissioner, there must be attached a certificate under seal of the clerk of a court of record as to the identity of the officer taking the acknowledgment, and that the same is executed and acknowledged according to the laws of such State.

If executed in any foreign country, they may be acknowledged before any minister, consul or charge d'affaires of the United States, a notary public or a commissioner of deeds for this State, under their respective seals of office.

The acknowledgment of a married woman must be taken separate and apart from her husband, and the certificate of the officer should state that she executed the same freely and without fear or compulsion of any one.

*Form of Acknowledgments.* See Appendix, *Forms*.

*Record of.*—All conveyances should be recorded in the county where the land lies. Mortgages take precedence from the time of filing for record, and are void as to third parties until recorded. It is a misdemeanor for the mortgagor to fraudulently embezzle, remove, conceal or dispose of any of the mortgaged property with intent to injure the mortgagee or assignee.

**ESTATES OF DECEASED PERSONS.**—All claims must be presented within two years, and the estate settled within four years from the granting of letters of administration. The court limits the time in either case, and the claims must be presented within the time limited. They should be executed in writing, duly verified and presented to the commissioners appointed by the Probate Court to pass upon them.

**EXECUTIONS.** See *Judgments and Exemptions*.

**EXEMPTIONS :**

*Personal Property.*—The library and school books of every individual and family to the value of \$150; furniture and household goods to the value of \$250; the teams, tools or implements of any trade or profession in which the party is principally engaged, to the value of \$250; to each householder ten sheep, two cows and five swine, and the feed for them during six months. The statute also covers the usual specifications of household articles of a trivial value.

*Homestead.*—There is also exempt to a resident householder a homestead of not exceeding forty acres, and the dwelling-house thereon, with its appurtenances, to be selected by the owner thereof, and not included in any recorded town plat, city or village; or instead thereof, at the option of the owner, a quantity of land, not exceeding in amount one lot, being within a recorded town plat, city or village, and the dwelling-house thereon and its appurtenances, owned and occupied by any resident of the State, not exceeding in value \$1,500.

**IMPRISONMENT FOR DEBT.** See *Arrest*.

**INTEREST AND USURY :**

*Legal Rate*, 7 per cent.

*Allowable by written contract*, 10 per cent.

*Usury* forfeits the excess over 7 per cent.

**JUDGMENTS.**—A judgment is not a lien on real estate until a levy is made thereon under execution.

**LIMITATION OF ACTIONS :**

*Two Years.*—Actions of assault and battery, false imprisonment, slander, libel and trespass on land.

*Three Years.*—Actions against sheriffs for the official misconduct of their deputies.

*Six Years.*—Actions of debt on any contract or liability not under seal, except those brought upon judgments of courts of record, actions upon judgments not above excepted; for rent, of assumpsit, and all actions for taking, detaining or injuring goods or chattels; and all other actions not otherwise mentioned.

*Ten Years.*—Actions on judgments of courts of record and sealed instruments.

**MARRIED WOMEN.**—The property of a married woman, whether acquired before or after marriage, remains her sole and separate property. She may contract in relation to the same with any person, including her husband, and carry on business in her own name, dealing with her husband the same as with third parties, but she cannot become a surety for the pre-existing debt of her husband.

**PROMISSORY NOTES.** See *Bills of Exchange*.

**WILLS** require two witnesses, and are executed in the ordinary manner.

MICHIGAN.

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**ADRIAN — Lenawee County.**

*Geddes & Mill v.*

NORMAN GEDDES.

CHAS. R. MILLER (ex-Prosecuting Attorney).

**ALLEGAN — Allegan County.**

*Arnold & Stone.*

DANIEL J. ARNOLD (Judge of Probate).

JOHN W. STONE (formerly County Clerk and Prosecuting Attorney).

ALLEGAN, Mich., October 28, 1872.

*To all whom it may concern:*

We, the undersigned, president and cashier of the First National Bank of Allegan, do certify that we are personally acquainted with Daniel J. Arnold and John W. Stone, who compose the law firm of Arnold & Stone, and that they are men of integrity, and as lawyers are prompt, energetic and in good standing.

G. B. ROBINSON, *Cashier.*

B. D. PRESIDENT, *President.*

**ALMA — Gratiot County.**

*Francis Palmer.*

STATE OF MICHIGAN, TENTH JUDICIAL CIRCUIT.

*To all whom it may concern:*

This certifies that Francis Palmer is a practicing attorney at Alma, Gratiot county, in my circuit, in good standing and repute in his profession, and, as such, I believe him entitled to the confidence of the public.

JOHN MOORE, *Circuit Judge.*

Dated ITHACA, May 7, 1873.

**ANN ARBOR—Washtenaw County.****Ezra C. Seaman.**OFFICE OF FIRST NATIONAL BANK OF ANN ARBOR, }  
ANN ARBOR, *June 5, 1873.* }

The undersigned, officers of the First National Bank of Ann Arbor, county of Washtenaw and State of Michigan, respectfully represent that Ezra C. Seaman is a lawyer of good standing in the profession, and that he is a responsible and reliable man of good standing in the community. He can be depended upon as a business man of integrity.

E. WILLS, *President.*J. K. KNIGHT, *Cashier,**Of the First Nat. Bank of Ann Arbor, Mich.***BAY CITY—Bay County.****Holmes & Stoddard.**

SYDNEY T. HOLMES (ex-Member of Congress and Judge C. C.).

JOHN L. STODDARD.

BAY CITY, Mich., *Dec. 23, 1872.**To whom it may concern:*

I hereby certify that Messrs. Holmes & Stoddard, of this city, are attorneys and counselors at law, and solicitors and counselors in chancery in the several courts of this State, in good professional standing.

S. M. GREEN,

*Circuit Judge Eighteenth Judicial Circuit.***BIG RAPIDS—Mecosta County.****B. F. Graves.**NORTHERN NATIONAL BANK, }  
BIG RAPIDS, Mich., *March 1, 1873.* }

I hereby certify that I am well acquainted with B. F. Graves, and that he is an attorney at law and solicitor in chancery, in good standing, in this community.

G. T. STEARNS, *President.*

**CASSOPOLIS — Cass County.****John A. Talbot.**FIRST NATIONAL BANK OF CASSOPOLIS, Mich., }  
October 28, 1872. }*To whom it may concern :*

We have had occasion to use John A. Talbot, Esq., as an attorney for this bank, and found him competent and trustworthy. We especially recommend him to parties having any collections to make in this vicinity.

CHARLES H. KINGSBURY, *Cashier.***CHARLOTTE — Eaton County.****Frank A. Hooker.**FIRST NATIONAL BANK, }  
CHARLOTTE, Mich., Oct. 21, 1872. }*To whom it may concern :*

I have frequently placed business in the hands of Frank A. Hooker, Esq., attorney, etc., and certify that he is well qualified to transact any legal business that may be intrusted to him. Mr. Hooker is prompt and faithful in the interest of clients, and in every way entitled to success.

E. S. LACEY, *Cashier.***CHELSEA — Washtenaw County.****James M. Martin.****DETROIT — Wayne County.****Ward & Palmer.**

JOHN WARD (ex-District Attorney of Vermont).

ERVIN PALMER.

Ward & Palmer are members of the Wayne county bar, and have an extensive practice in all the courts of this State. They are gentlemen of good character, high professional standing and pecuniary standing.

JARED PATCHIN, *Judge Third Circuit, Mich.*

**EAST SAGINAW** — Saginaw County.**Huckins & Sutherland.**

SETH G. HUCKINS.

WM. O. SUTHERLAND.

*To whom it may concern :*

This is to certify that Seth G. Huckins and William O. Sutherland, composing the law firm of Huckins & Sutherland, at East Saginaw, Michigan, are attorneys of good professional standing, and worthy of confidence. I take pleasure in saying that I believe them prompt and faithful in the interests of their clients.

JOHN MOORE, *Circuit Judge.*

February 28, 1873.

I cheerfully indorse the above.

[L. s.] FRED. B. SWEET, *Clerk Saginaw County, Mich.***EATON RAPIDS** — Eaton County.**John M. Corbin.**BANKING-HOUSE OF MORGAN VAUGHAN, }  
EATON RAPIDS, Mich., April 14, 1873. }S. F. KNEELAND, Esq., *Albany, N. Y. :*

John M. Corbin, Esq., has been a resident of our city for a long time. He has done considerable business for us and has always been prompt and attentive.

Yours truly,

MORGAN VAUGHAN.

**FENTON** — Genesee County.**A. U. Wood.**STATE BANK OF FENTON, MICHIGAN, }  
November 8, 1872. }

We are personally well acquainted with A. U. Wood, an attorney at law, of Fenton, and consider him professionally capable, reliable, prompt and responsible.

J. BUCKBEE, *President.*EDWIN TRUMP, *Cashier.*

**FLINT—Genesee County.**

**E. H. Thurston** (formerly State Senator, Representative and Prosecuting Attorney).

Refers to First National Bank of Flint; Citizens' National Bank of Flint, Genesee county, Mich.; First National Bank of Detroit; Merchants' National Bank, East Saginaw; First National Bank of Bay City.

**FRANKFORT—Benzie County.**

**N. Augustus Parker** (formerly Prosecuting Attorney).

**GRAND HAVEN—Ottawa County.**

**Samuel L. Tate.**

*To whom it may concern:*

It gives me great pleasure to certify that Samuel L. Tate, Esq., of the city of Grand Haven, is an able, faithful and reliable member of the bar, and has the entire confidence of the judges of the Courts of Record in Western Michigan, as well as of the public generally.

A. H. GIDDINGS,

*Circuit Judge Fourteenth Judicial Circuit, Mich.*

GRAND HAVEN, Mich., Oct. 26, 1872.

**GRAND RAPIDS—Kent County.**

**Eugene Carpenter.**

OFFICE OF JUDGE OF PROBATE, KENT COUNTY, Mich., }  
GRAND RAPIDS, December 19, 1872. }

*To whom it may concern:*

Eugene Carpenter, Esq., of the city of Grand Rapids, Michigan, is a lawyer of good standing and ability.

BENJAMIN A. HARLAN, *Judge of Probate.*

**GREENVILLE—Montcalm County.**

**Geo. N. Beelman** (P. O. Ionia, Mich.).

**HART—Oceana County.**

**T. S. Gurney.**

Mr. Gurney is County Clerk and Register of Deeds for Oceana county, Michigan.



**HASTINGS — Barry County.****Chas. H. Bauer.**

HASTINGS NATIONAL BANK,  
BANKING-HOUSE OF BOWNE & GALLOWAY, }  
HASTINGS, Mich., Feb. 28, 1873.

I cheerfully recommend Mr. C. H. Bauer as an honest, prompt and reliable attorney.

GEO. E. GOODYEAR, *Cashier.*

We cordially indorse the above testimonial.

S. C. PRINDLE, *Judge of Probate.*

WM. H. POWERS, *Clerk of Barry Co., Mich.*

J. W. VROOMAN, *Sheriff of Barry Co., Mich.*

**IONIA — Ionia County.****John S. Bennett** (formerly County Clerk).

THE FIRST NATIONAL BANK OF IONA, }  
IONA, Mich., Feb. 27, 1873.

I do hereby cheerfully recommend John S. Bennett, an attorney at Ionia, Mich., as a suitable and qualified person to undertake and transact any legal business intrusted to him as an attorney.

A. F. CARR, *Cashier.*

**JACKSON — Jackson County.****Wm. Seward Gridley.**

I have known Wm. Seward Gridley for several years ; he is an attorney at law, and is worthy of the confidence of the business public.

J. M. ROOT,

*President Peoples' Nat. Bank, Jackson, Mich.*

**JONESVILLE — Hillsdale County.****W. J. Baxter.**

*References.*—People's Bank, New York ; Ralph Mead & Co., New York ; Swift, Seaman & Co., New York ; Hon. Geo. Bancroft, New York ; John A. Page, Montpelier, Vt. ; Michigan Ins. Bank, Detroit ; Ogden, Jones & Co., Chicago.

**KALAMAZOO—Kalamazoo County.****R. F. Hill.**

THE FIRST NATIONAL BANK OF KALAMAZOO, }  
KALAMAZOO, Mich., May 28, 1873. }

*To whom it may concern:*

We take pleasure in recommending Mr. R. F. Hill as an honorable and upright man, and believe that all business intrusted to him will meet his prompt and careful attention.

L. HULL, *President.*CHAUNCEY STRONG, *Cashier.***LANSING—Ingham County.****S. S. Olds.**

By permission, I refer to the following gentlemen and business houses: Hon. H. P. Baldwin, of Detroit, ex-Governor of Michigan, and President Second National Bank, Detroit; Banking House of Cyrus Hewitt & Co., Lansing; E. Longyear, Cashier Second National Bank, Lansing; Messrs. W. C. Browning & Co., wholesale clothiers, New York; Messrs. Hazen, Whitney & Co., importers and jobbers of silk goods, New York; Taylor, Thomas & Co., wholesale dry goods, Boston, Mass.; Hon. B. D. Ball, Attorney-General of Michigan, Lansing.

S. S. OLDS.

**LAPEER—Lapeer County.****J. B. Moore.**

I take pleasure in saying that J. B. Moore, Esq., of Lapeer, Mich., is a practicing lawyer of good standing, and entirely worthy the confidence of any who may have business to be intrusted to a conscientious and faithful lawyer.

JAMES S. DEWEY, *Circuit Judge Sixth Circuit.***LOWELL—Kent County.****J. M. Mathewson.**

LOWELL NATIONAL BANK, LOWELL, Mich.

*To whom it may concern:*

We have had occasion to use John M. Mathewson as an attorney for this bank, on several occasions, and have found him well qualified to undertake any legal business intrusted to him. Mr. Mathew

son is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully given.

H. M. CLARK, *Cashier.*

Dated at LOWELL, *November 6, 1872.*

**LUDINGTON — Mason County.**

*E. N. Fitch.*

**MANCHESTER — Washtenaw County.**

*G. R. Palmer.*

PEOPLE'S BANK OF MANCHESTER,  
MANCHESTER, Mich., *Dec. 19, 1872.* }

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—G. R. Palmer, Esq., is an attorney in good standing in this village, and enjoys the confidence of this bank to the fullest extent, and is particularly recommended in the matter of collections.

Yours truly,

O. F. HALL, *Cashier.*

**MANISTEE — Manistee County.**

*Smith W. Fowler* (formerly State Senator and Prosecuting Attorney).

MANISTEE, Mich., *April 17, 1873.*

This is to certify that I have known Mr. S. W. Fowler, attorney at law, for five years last past. I consider him perfectly responsible financially, and attentive and thorough in his business matters, and worthy of the confidence of his clients.

J. I. TAYLOR, *Cashier.*

**MARQUETTE — Marquette County.**

*James E. Daliba.*

Holding now the office of Register in Bankruptcy for this congressional district, of Prosecuting Attorney for this county, and of City Attorney for this city, and having heretofore been U. S. Attorney, I presume other testimonials of professional standing will be unnecessary.

JAMES E. DALIBA.

**MARSHALL—Calhoun County.****Brown & Patterson.**

W. M. H. BROWN (formerly Prosecuting Attorney).

JOHN C. PATTERSON.

THE FIRST NATIONAL BANK,  
MARSHALL, Mich., *June 5th*, 1873. }

S. F. KNEELAND, Esq. :

DEAR SIR.—Messrs. Brown & Patterson are our attorneys in several important suits. We consider them gentlemen well versed in the profession, prompt, faithful and reliable, entitled to full confidence for ability and character as men and lawyers, and commend them to such as that kind of services are desirable, and feel confident they will meet their wants.

Respectfully,

G. L. WRIGHT, *Cashier.***MIDDLEVILLE—Barry County.****Harvey Wright.****MONROE—Monroe County.****John R. Ranch.**THE FIRST NATIONAL BANK OF MONROE, }  
MONROE, Mich., *April 15*, 1873. }*To whom it may concern :*

I have had a close acquaintance with Mr. John R. Ranch, an attorney of this place, for several years, and take pleasure in stating him to be responsible and prompt in attention to business.

C. G. JOHNSON, *Cashier.***MT. PLEASANT—Isabella County.****Isaac A. Fancher.**Mt. PLEASANT, Mich., *Nov. 8*, 1872.*To whom it may concern :*

I have had occasion for the past four years, while acting as judge, to test the honor and legal ability of Isaac A. Fancher, attorney, and can assure whoever may require his services they will find him perfectly reliable and capable of transacting all business intrusted to his care.

Very respectfully, etc.,

RICHARD HOY, *Probate Judge.*

**MUSKEGON — Muskegon County.****Smith, Nims & Erwin.**

FRANCIS SMITH.

F. A. NIMS.

DAVID D. ERWIN.

GRAND HAVEN, Mich., Oct. 20, 1872.

It gives me great pleasure to certify to the professional standing of Messrs. Smith, Nims & Erwin, of Muskegon, Michigan. They are prompt, reliable and able members of the legal profession, and as such have the entire confidence of both bench and bar of this State, and they enjoy a large and lucrative practice in the federal and State courts of western Michigan.

A. H. GIDDINGS,

*Judge of Fourteenth Judicial Circuit, Michigan.***NEGAUMEE — Marquette County.****John Q. Adams.**STATE OF MICHIGAN, TWELFTH JUDICIAL CIRCUIT, }  
HOUGHTON, Houghton Co., March 10, 1873. }

I, the undersigned, circuit judge of said circuit, do hereby certify that John Q. Adams, of Negaumee, in said circuit, is an attorney of the Circuit Court of said circuit, of good standing as to legal attainments and moral character in said court, and that he is entitled to full faith and credit as such elsewhere.

In testimony whereof, I hereby subscribe.

JAMES O'GRADY, *Circuit Judge.***NILES — Berrien County.****H. F. Kellogg.**CITIZENS' NATIONAL BANK, }  
NILES, Mich., December 29, 1872. }*To whom it may concern:*

From a personal acquaintance with H. F. Kellogg, Esq., we have no hesitation in recommending him as an attorney well qualified to undertake all legal business intrusted to him. He is prompt and faithful in the interests of his clients, is thoroughly responsible, and this recommendation is cheerfully given.

J. C. LARIMORE, *President.*O. S. ABBOTT, *Cashier.*

**PENT WATER—Oceana County.****Rice & Ambler.**

JOHN M. RICE (Prosecuting Attorney).

WM. E. AMBLER.

J. M. Rice and W. E. Ambler are members of the Oceana county bar, of good character and standing, and I cheerfully recommend them to public patronage.

MOSES B. HOPKINS, *Judge Fourteenth Circuit, Mich.*

**PONTIAC—Oakland County.**

**Henry M. Look** (ex-Member of Legislature and Prosecuting Attorney).

PONTIAC, Mich., *February 28, 1873.*

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I take great pleasure in certifying to you that I am well and personally acquainted with Hon. Henry M. Look, of this place. He is an able practitioner at the bar, of over ten years' practice; has been City Attorney, Member of the Legislature, and Prosecuting Attorney for this county. He is every way competent, and worthy to be intrusted with any business in the line of his profession.

Yours very truly,

JAMES S. DEWEY,

*Judge of Sixth Judicial Circuit, Pontiac, Mich.*

**PORT HURON—St. Clair County.****Miles & Avery.**

CYRUS MILES (City Attorney for Port Huron, late Member of Legislature).

PORT HURON, *October 26, 1872.*

S. F. KNEELAND, Esq., *Albany, N. Y.:*

I take pleasure in recommending Messrs. Miles & Avery as prompt, reliable and able attorneys, in whose hands all business will receive careful attention.

Yours respectfully,

WM. T. MITCHELL,

*Judge Circuit Court, County of St. Clair.*

**SAGINAW CITY**—Saginaw County.*Nathan S. Wood* (ex-City Attorney).FIRST NATIONAL BANK,  
SAGINAW, Mich., *January 8, 1873.* }*To whom it may concern :*

We have had occasion to use Mr. N. S. Wood as an attorney for this bank on several occasions, and have found him well qualified to undertake any legal business intrusted to him. Mr. W. is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

SMITH PALMER, *Asst. Cashier.***ST. CLAIR**—St. Clair County.*J. Ward Hill* (formerly City Attorney and Assistant United States Attorney).**STURGIS**—St. Joseph County.*Talcott C. Carpenter* (Prosecuting Attorney).OFFICE OF T. C. CARPENTER, ATTORNEY, }  
ST. JOSEPH COUNTY, Michigan, }  
STURGIS, *June 12, 1873.* }

S. F. KNEELAND, Esq. :

DEAR SIR.—I will give you as references the following names: Hon. Charles Upson, late M. C. and late Judge of our Circuit Court, Coldwater, Mich.; Hon. R. W. Melendy, present Circuit Judge, Centreville, Mich.; James Herbert, Merchant, Sturgis, Mich.

Very respectfully,

T. C. CARPENTER.

**THREE RIVERS**—St. Joseph County.*Jas. H. Lyon.*FIRST NATIONAL BANK OF THREE RIVERS, }  
Mich., *Nov. 8, 1872.* }*To whom it may concern :*

We have had occasion to use Jas. H. Lyon as an attorney for this bank on several occasions, and have found him well qualified to undertake any legal business intrusted to him. Mr. Lyon is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

C. L. BLOOD, *Cashier.*

**VASSAR — Tuscola County.**

*Benj. W. Huston, Jr.* (formerly Prosecuting Attorney and Member of the Michigan Legislature).

Benj. W. Huston, Jr., of Vassar, Tuscola county, is the leading member of the bar in that county, and enjoys the confidence of the community as a gentleman of character, integrity and high professional standing.

**JOSIAH TURNER**, *Judge Seventh Circuit, Mich.*

OWASSO, Mich., *May 8, 1869.*

**WENONA — Bay County.**

*M. A. Dowling.*

**WHITEHALL — Muskegon County.**

*A. C. Elsworth.*

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BANK, }  
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Mr. W. is prompt  
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## MINNESOTA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST OR IMPRISONMENT FOR DEBT is prohibited, except in the case of fraud in the contraction of the debt.

ATTACHMENTS.—Writs of attachment will issue in the following cases:

- 1st. Where the debt was fraudulently contracted;
- 2d. Where the debtor is a non-resident or foreign corporation, or has departed from the State with the intent to defraud or delay his creditors, or to avoid the service of a summons; or,
- 3d. Where he keeps himself concealed therein with a like intent; or,
- 4th. Has assigned, secreted or disposed of, or is about to assign, secrete or dispose of his property with intent to delay or defraud his creditors.

The writ is granted on the usual surety bond, and affidavit specifying one or more of the above causes.

BILLS OF EXCHANGE AND PROMISSORY NOTES.—The indorser cannot be held liable on a note, payable on demand, without a demand is made within sixty days from the date thereof, without grace, and the note duly protested on default of payment. In other respects the common law prevails.

BILLS OF SALE are valid if accompanied by delivery or filed for record.

CHATTEL MORTGAGES operate as valid liens on personal property, when duly recorded, in the same manner as real estate

mortgages, and filed in the town or city clerk's office. They should be renewed every two years.

**DEEDS AND MORTGAGES.**—When deeds or mortgages are executed out of this State, unless the acknowledgment is taken before a commissioner appointed by the Governor of this State for that purpose, or before a notary public, or clerk of a court of record, or some other officer having a seal of office, and the certificate of acknowledgment upon such deed, with the seal of office of such officer affixed thereto, there shall be attached or appended to or indorsed upon such deed a certificate of the clerk, or other proper officer of a court of record, of the county, district or place where taken, under the seal of his office, that the person whose name is subscribed to the certificate of acknowledgment was, at the date thereof, such officer as he is therein represented to be; that he is acquainted with the handwriting of such person, and verily believes the signature subscribed to the certificate of acknowledgment is genuine, and that such instrument is executed and acknowledged according to the laws of the State where executed.

A separate acknowledgment of the wife is not required if she unites with her husband in the instrument.

*Form of Acknowledgments.* See Appendix, *Forms.*

**ESTATES OF DECEASED PERSONS.**—Claims must be presented within twelve months from the time of granting letters of administration.

**EXECUTIONS.** See *Judgments and Exemptions.*

**EXEMPTIONS:**

*Homestead.*—There shall be exempt from levy under execution a homestead of not more than eighty acres of land, or a lot and dwelling-house thereon, situated in any incorporated town plat, city or village, being a homestead.

*Personal Property.*—The following personal property is exempt from execution: necessary household and kitchen furniture to the value of \$500; farming utensils to the value of \$300; stock in trade to the value of \$400. (The "stock in trade" has been held by the courts to mean simply the *material* before it is manufactured.) Also the wearing apparel, beds and bedding, books and musical instruments used in the family; three cows, two swine, one yoke of oxen and a horse; or in lieu

thereof a span of horses or mules; twenty sheep and the products of the same for one year; one year's food for said stock, and one year's provisions and fuel for debtor's family; one sewing machine; the library and implements of a professional man, and the tools and implements of trade in actual use by any mechanic or laborer, and the earnings of minor children. The articles intended to be exempt under the above provisions shall be chosen by the debtor, his agent or legal representative.

The statute provides that said property shall not be exempt from attachment for the purchase-money thereof; while the Constitution provides that a reasonable amount of property shall be exempt from seizure or sale for any debt or liability. Under this latter provision, the courts hold that the exemption applies to judgments for the purchase-money.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY :

*Legal Rate*, 7 per cent.

Parties may agree in writing for any rate not exceeding twelve per cent.

*Usury* only applies to the excess.

JUDGMENTS are liens on all of the real estate of the debtor in the county where docketed. The lien continues ten years, and covers all the real estate acquired by the debtor in said county during that time. An execution is a lien only upon the property levied under it.

LIMITATION OF ACTIONS :

*Six Years*.—Actions upon contracts and liabilities created by statute other than a penalty or forfeiture, for trespass on real property, for taking or injuring personal property, for specific recovery of personal property, and for relief on the ground of fraud.

*Ten Years*.—Actions on judgments and mortgages.

*Twenty Years*.—Actions for the recovery of real estate.

MARRIED WOMEN retain their separate property in their own right, and may contract, sue and be sued in their own names as fully as if single, except that they cannot convey their real estate without the husband's consent.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS require two witnesses, who must sign in the presence of the testator.

## MINNESOTA.

**ALBERT LEA — Freeborn County.***Asahel G. Wedge.*

I hereby certify that I am acquainted with A. G. Wedge, Esq., of Albert Lea, Freeborn county, Minnesota, and have known him for the past three years, and I take pleasure in recommending him as a prompt, reliable and efficient lawyer.

[L. s.] GILBERT GULBRANTSON, *Judge of Probate.*

Dated ALBERT LEA, Minn., May 7, 1873.

**ALEXANDRIA — Douglas County.**

*Francis B. Van Hoesen* (ex-Member of Legislature, County Attorney and Clerk of District Court).

**BEAVER FALLS — Renville County.**

*John M. Dorman* (County Attorney for Renville county).

**BRECKENRIDGE — Wilkin County.**

*Charles B. Falley* (County Attorney).

**FAIRBAULT — Rice County.**

*John H. Case* (ex-District Attorney and State Senator).

**HASTINGS — Dakota County.**

*Smith & Van Slyke.*

SEGRAVE SMITH (formerly Probate Judge).

L. VAN SLYCK (ex-County Judge).

**LAKE CITY — Wabasha County.****Wood & Wells.**

THE FIRST NATIONAL BANK OF LAKE CITY, }  
LAKE CITY, Minn., March 4, 1873.

We are personally acquainted with Messrs. Wood & Wells, attorneys of this city, and cheerfully recommend them as well qualified to transact any business that may be intrusted to them in their profession.

L. H. GARRARD, *President.*

G. F. BENSON, *Vice-President.*

L. S. VAN VLIET, *Cashier.*

**LITCHFIELD — Meeker County.**

**Abner C. Smith** (ex-District Court Judge, State Senator in Michigan and U. S. Land Office Register).

**MONTICELLO — Wright County.****W. C. Fullerton.**

FIRST NATIONAL BANK, ST. ANTHONY, MINN.

We have had occasion to use W. C. Fullerton as an attorney for this bank, and have found him qualified and prompt in doing our business.

(Signed),

E. K. SMITH, *Cashier.*

**NEW ULM — Brown County.**

**Judas Newhart** (Judge of Probate).

S. F. KNEELAND, Esq., *Albany, N. Y.:*

“NEW ULM, Minn., Feb. 25, 1873.

\* \* \* “In my own behalf would say, that I make no pretensions as an ‘advocate,’ but aim to be, and believe I am, a fair office lawyer, and especially a good collector. Refer to R. B. Miller, of Williams, Miller & Olmstead, Chicago; Hon. A. J. Edgerton, Comm. of R. R., and S. L. Pierce, Esq., St. Paul; Hon. Sam Lord, Judge Dist. Court (and all business men), Mantonville, Minn.; David Anthony, banker, Kasson, Minn.; Hon. H. W. Lambertson, Winona, Minn.; Brown Co. Bank, New Ulm (we have no National Bank here), and any of the business men here or elsewhere

of my acquaintance. I might also state that since January 1st, 1873, I hold two county offices, viz., that of 'Judge of Probate' and 'Court Commissioner.'"

**RED WING—Goodhue County.**

*Fred. W. Hoyt.*

I hereby certify that F. W. Hoyt, Esq., is a member of the Goodhue county bar, and an attorney of good standing.

ROBT. DEAKER,

*Judge of Probate, Goodhue County, Minn.*

Dated April 16, A. D. 1873, Red Wing, Goodhue county, Minn.

**ROCHESTER—Olmsted County.**

*E. W. Denton.*

ROCHESTER, Minn., May 26, 1873.

We regard E. W. Denton, attorney at law in this place, a person of business integrity and a good collector.

JOHN R. COOK, *Prest. First Nat. Bk. Rochester.*

A. C. SMITH, *Collector Int. Revenue.*

**ST. CLOUD—Stearns County.**

*Louis A. Evans* (Judge of Probate Court, ex-Clerk District Court, State Senator and Representative).

"The fact that I am now, and for the last ten years have been, Probate Judge of this county, is, I presume, a sufficient testimonial.

"L. A. EVANS."

**ST. PAUL—Ramsey County.**

*John B. & W. H. Sanborn.*

JOHN B. SANBORN (U. S. Peace Commissioner, formerly Adjutant-General of Minnesota, State Senator and Representative).

WATLER H. SANBORN.

*To whom it may concern :*

I hereby certify that John B. & W. H. Sanborn, Esqs., are attorneys of this court, and of all the courts of this State; that they are engaged in the regular practice of their profession at St. Paul, in the county of Ramsey and State of Minnesota, and are in

good and regular standing as attorneys in said courts; that they are well qualified to undertake any legal business intrusted to their care, and are prompt and faithful in the interests of their clients.

I further certify that Gen. John B. Sanborn, senior member of said firm, was, prior to the war of 1862, the senior member of the law firm of Sanborn & Lund, of St. Paul, Minn., which was then one of the leading law firms of this State; that he was during said war State Senator, Adjutant-General of the State of Minnesota, and Major-General of Volunteers U. S. Army; that since the war, he has been with Generals Sherman, Harlan, etc., a member of the U. S. Indian Peace Commission, and that he is now a practicing attorney of the U. S. Supreme Court, and of the Court of Claims of the District of Columbia.

That W. H. Sanborn, the junior member of said firm, was admitted to the practice of the law in the Supreme Court of this State in January, A. D. 1871, and has since proved himself a prompt, careful, attentive and reliable attorney.

W. WILKIN, *Judge of District Court  
of the County of Ramsey, State of Minnesota.*

ST. PAUL, March 5, 1873.

Attest : ALBERT ARMSTRONG,  
*Clerk of District Court, Ramsey Co., Minn.*  
[L. S.] By JAS. O'BRIEN, *Depty. Clerk.*

**ST. PETER — Nicollet County.**

*Salmon A. Buell.*

Refers, by permission, to Hon. F. H. Waite, Judge of the Sixth Judicial District, Mankato, Minn.; Hon. A. G. Chatfield, Judge of the Eighth Judicial District, Belle Plaine, Minn.; Hon. M. G. Hanscome, Judge of the Ninth Judicial District, St. Peter, Minn.

**STILLWATER — Washington County.**

*James N. Castle.*

I have known James N. Castle intimately for the past fifteen years, and take great pleasure in certify to his general good character and reliability. He is a lawyer of marked legal attainments and ability.—[ED.]

**WATERVILLE — Le Sueur County.**

*L. Z. Rodgers.*

**WINNEBAGO CITY — Fairbault County.****S. J. Abbott** (ex-District Attorney).MANKATO, Minn., *March 20, 1873.**To whom it may concern:*

This is to certify that S. J. Abbott, Esq., of Winnebago City, Fairbault county, of this State, occupies a respectable standing as to character and ability as a member of the bar in his county. He is a young member—I think a few years more of experience and study will place him considerably above the average members.

Truly yours,

FRANKLIN H. WAITE, *Dist. Judge.***WINONA — Winona County.****Geo. & Wm. Gale.**

FIRST NATIONAL BANK,  
WINONA, Minn., *March 1, 1873.* }

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—We take pleasure in recommending Messrs. G. & W. Gale as lawyers of character and ability. We have found them particularly successful in making mercantile collections.

Truly yours,

H. E. CURTIS, *First Natl. Bank.*

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## MISSISSIPPI.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds.*

ALIENS. See title, "*Rights of Aliens.*"

ARREST IN CIVIL ACTIONS AND IMPRISONMENT FOR DEBT are abolished in this State.

ATTACHMENTS are granted in the following cases :

1st. Where the defendant is a foreign corporation or non-resident of the State.

2d. Where he has removed, or is about to remove, himself or his property out of the State.

3d. Where he absconds or conceals himself with the intent to evade the service of summons.

4th. Where he has property that he conceals or unjustly refuses to apply to the payments of his debts.

5th. Where he has assigned or disposed of, or is about to assign or dispose of, his property, or some part thereof, with intent to defraud his creditors, or give an unfair preference to some of them.

6th. Where he has converted, or is about to convert, his property into money or evidence of debt, with intent to place it beyond the reach of his creditors.

7th. Where he fraudulently contracted the debt or incurred the obligation for which suit has been, or is about to be, brought.

The plaintiff must file an undertaking, with sufficient sureties for double the amount claimed, together with an affidavit setting forth the nature of the indebtedness, the amount of the claim, and designating one of the above causes.

A non-resident may attach the property of a non-resident living in this State.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law, except as modified by the following statutory provision :

"From the 1st of October, 1871, all promissory notes and all other writings for the payment of money, or for the payment of any other thing may be assigned by indorsement, whether the same be payable to order or assigns, or not ; and the assignee or indorsee may maintain an action thereon in his own name, and the defendant shall be allowed the benefit of all want of lawful consideration, failure of consideration, payments, discounts and set-offs made, had or possessed against the same previous to notice of assignment, in the same manner as if the suit had been brought by the payee or obligee."

BILLS OF SALE are not in use in this State.

CHATEL MORTGAGES are only valid against third parties from the date of registry in the county where the chattels lie.

DEEDS AND MORTGAGES may be acknowledged before any of the judges of the Supreme or District Courts of the United States, or the justice of any Supreme or Superior Court of any of the States or Territories ; any justice of the peace, whose official character shall be certified to under the seal of some court of record, or by any commissioner appointed by the Governor of Mississippi.

Acknowledgments may be taken out of the United States by any court of record, the mayor or chief magistrate of any city, borough or corporation ; or any ambassador, foreign minister, secretary of legation, or consul of the United States.

The acknowledgment of a married woman must be taken separate and apart from the husband, and the certificate must show that she executed the same as her voluntary act, without any fear or compulsion of her husband.

*Form of Acknowledgments.* See Appendix, *Forms*.

Deeds must be recorded in the county where the property is situated, within three months from the time of their execution and delivery, in order to bind innocent third parties. Mortgages take priority from the date of filing for record, and are void as to third parties if not recorded.

ESTATES OF DECEASED PERSONS.—Claims must be presented

in writing, duly verified, to the executors or administrators within one year from the publication of the notice to creditors by such officers. The law requires the publication of such notice within two months from the time of their appointment. Non-residents are allowed double the time above stated for the presentation of their claims.

EXECUTIONS. See *Judgments*.

EXEMPTIONS :

*Homestead*.—On debts contracted prior to September 1st, 1870, the act of 1857 applies, which gives the head of a family, being a householder, a homestead of 160 acres of land not to exceed in value \$1,500; but as to liabilities contracted after that date, the new act gives such householder a homestead, not to exceed eighty acres, which, with the improvements, shall not exceed \$2,000 in value, or the lot and buildings occupied by such person, within an incorporated town, of the value of \$2,000.

The following personal property is exempt: The tools and implements of a mechanic, farmer or laborer, the library of a professional man, not exceeding \$250 in value, and the instruments of surgeons and dentists to the value of \$250. If the debtor is the head of a family or householder, two work horses or mules, two cows and calves, five head of stock hogs, five sheep, fifty bushels of corn, ten bushels of wheat or rice, 200 pounds of meat, a cart or wagon of the value of \$100, and necessary household and kitchen furniture to the value of \$100.

IMPRISONMENT FOR DEBT is abolished.

INTEREST AND USURY :

*Legal Rate*, 6 per cent.

*Allowable* by written contract, 10 per cent.

*Usury* forfeits the excess.

JUDGMENTS.—A judgment is a lien on all the property of the judgment debtor in the county where the same is perfected or a transcript thereof docketed. An execution may issue at once if an appeal is not taken, and is returnable within sixty days.

Judgment liens commence on the day of registration and continue seven years.

## LIMITATION OF ACTIONS :

*Three Years.*—Actions upon accounts.

*Six Years.*—Actions on notes, bills, contracts not under seal, and for the recovery of or damage to personal property.

*Seven Years.*—Actions on judgments and sealed instruments.

*Ten years.*—Actions for the recovery of real estate.

Personal disabilities and absence from the State are exemptions to the above limitations during the period of their existence.

MARRIED WOMEN may retain, control and dispose of all the property owned by them at coverture or acquired by them thereafter; except as herein limited. The contract of a married woman cannot be enforced at law; and she cannot, even with the co-operation of the husband, encumber her separate real estate, by way of trust-deed or mortgage, for the purpose of securing his debts; but she may sell and dispose of her personal property, and by a joint deed her real estate, for her own benefit.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be in writing and signed by the testator or by some person in his presence, and by his direction. Three subscribing witnesses are requisite, unless the instrument is wholly in the handwriting of the testator.

## MISSISSIPPI.

**ABERDEEN—Monroe County (and Macon).***Geo. A. Ramsey* (residence, Columbia, Miss.).

Recommended to us as a trustworthy, prompt and able Attorney.  
—[Ed.]

**AUSTIN—Tunica County.***Andrew J. Wilkinson.*

AUSTIN, Miss., Jan. 7. 1871.

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—This is to certify that A. J. Wilkinson, an attorney at Austin, Tunica county, Miss., is a gentleman of good standing with the court and with the bar in my district, in said State, and recommend him as such to 'The Merchants' Protective Law Association.

Given under my hand and seal of the Chancery Court at  
[L. s.] Austin, in and for the county of Tunica, this the 7th  
day of January, 1873.

E. STAFFORD,

*Judge of the Chancery Court Fifteenth Dist. of Miss.***BEAUREGARD—Copiah County.***L. O. Bridewell.*

I cordially indorse L. O. Bridewell as an efficient and competent attorney at law in this district.

URIAH MILLSAPS,

*Judge Fifth Judicial District of Mississippi.***BOONEVILLE—Prentiss County.***Wm. M. Rees* (formerly Prosecuting Attorney).

**COLUMBUS**—Lowndes County.*Beverly Matthews.***FRIAR'S POINT**—Coahoma County.*Harrison P. Reid* (ex-Judge of Probate Court).THE DE SOTO BANK,  
MEMPHIS, Tenn., April 25, 1873. }W. B. MEEKER, Esq., *Cashier Bank of New York:*

DEAR SIR.—We have the pleasure of introducing our friend, H. P. Reid, Esq., of Friar's Point, Miss., who visits your city on business, and we bespeak for him your kind courtesies and attentions, the bestowal of which will be duly appreciated by him, and

Yours very truly,

T. R. FARNSWORTH. *Cashier.***GREENVILLE**—Washington County.*Chas. W. Clarke* (District Attorney, ex-Judge of Probate and County Courts).

I am at this time District Attorney for five counties, running from Memphis to Vicksburg, including Tunica, Coahoma, Bolivar, Washington and Issaquena

Respectfully,

CHAS. W. CLARKE.

**HAZLEHURST**—Copiah County.*Calvit Roberts.*COURT-HOUSE, COPIAH COUNTY, Miss., }  
January 7, 1873.

I beg leave to refer you to the following testimonial from the Hon. Uriah Millsaps, Presiding Judge of our Circuit Court; also, the testimonial of the Hon. E. G. Peyton, Jr., Chancellor presiding in this Chancery District.

*To all whom it may concern:*

We take pleasure in saying that we have known Calvit Roberts, Esq., as a practicing attorney and counselor at law for years in our

several courts, and cordially indorse and recommend him as eminently entitled to confidence and support.

URIAH MILLSAPS,  
*Judge Fifth Judicial District, Miss.*  
E. G. PEYTON, JR.,  
*Chancellor Twentieth District, Miss.*

**LA GRANGE—Choctaw County.**

*F. A. Critz.*

CITY OF WEST POINT, COUNTY OF COLFAX, }  
State of Mississippi, Feb. 3, 1873. }

This is to certify that F. A. Critz, Esq., is a young lawyer of decided ability, prompt and attentive to business; and, either as a gentleman or lawyer, is entitled to public confidence.

J. A. ORR,  
*Judge of Seventh Judicial District of Mississippi.*

**MERIDIAN—Lauderdale County.**

*Robt. B. McCaskill.*

MERIDIAN, Miss., March 5, 1873.

I, Thomas Christian, Chancellor of the Fourth Chancery District of the State of Mississippi, in which district the city of Meridian is situated, do state that I am acquainted with the moral and professional character of R. B. McCaskill, Esq., and I do hereby certify that he is a gentleman of high moral and professional standing, and is in every way reliable.

THOMAS CHRISTIAN, *Chancellor.*

**PALO ALTO—Colfax County.**

*Wm. Hickman Hill.*

**STARKVILLE—Oktibbeha County.**

*Critz & Critz.*

GEO. E. CRITZ.  
FRANK A. CRITZ.

COLUMBUS, Miss., March, 1873.

*To whom it may concern:*

Geo. E. Critz and Frank A. Critz, composing the firm of Critz & Critz, are attorneys at law practicing in this circuit. I have known

them well since they came to the bar, some three or four years ago. They are faithful, energetic and intelligent lawyers, and entirely worthy of public confidence.

J. A. ORR,

*Judge of the Seventh Judicial District of Mississippi.*

**SUMMIT — Pike County.**

**H. Q. Bridges.**

SUMMIT, Miss., *February 28, 1873.*

THE STATE OF MISSISSIPPI, }  
County of Pike, } ss.:

I, James M. Smiley, Judge of the Second Judicial Circuit Court District of the State of Mississippi, do hereby certify that H. Q. Bridges, Esq., is a practicing attorney at law, and in good standing as such in this district.

Witness my hand and seal the 28th February, 1873.

[L. s.]

J. M. SMILEY, *Judge.*

**YAZOO CITY — Yazoo County.**

**Edward Drenning.**

I certify that E. Drenning, Esq., a resident lawyer at Yazoo City, is a member of that bar, of good standing, prompt and efficient in the discharge of all his professional engagements.

J. J. HOOKER, *Chancellor of Twelfth Ch. Dist., Miss.*

*March 26, 1873.*

CANTON, Miss., *March 15, 1873.*

*To whom it may concern:*

I take much pleasure in recommending E. Drenning, Esq., of Yazoo City, as a lawyer of ability and respectability; has a fair practice and is perfectly reliable in every way, and a gentleman of very high personal character. Business intrusted to his care will be properly attended to.

Very respectfully,

W. B. CUNNINGHAM, *Judge Circuit Court,*  
*Fourteenth Judicial District, Miss.*



**WEST POINT — Colfax County.****Barry & Brame.**

COLUMBUS, Miss., Dec. 28, 1872.

Messrs. Barry & Brame are practicing lawyers in the circuit of which I have been judge for several years. They are known to me as gentlemen of ability, energy, industry and integrity, and entirely worthy of confidence.

J. A. ORR, *Judge Seventh Circuit Court,  
Judicial District of Miss.*

**WINONA — Montgomery County.****Walter Trotter.**

I cordially indorse Mr. Walter Trotter as an attorney of eminent merit and qualification, assuring all whom it may concern that his professional duties are always discharged with industrious zeal, honesty and fidelity.

D. P. COFFEY, *Chancellor Eleventh Dist., Miss.*

**WOODVILLE — Wilkinson County.**

**Henry S. Van Eaton** (ex-District Attorney and Member of Legislature).

## MISSOURI.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS and imprisonment for debt are abolished.

ATTACHMENTS.—The plaintiff in any civil action may, upon the filing of a sufficient bond of indemnity for double the amount of his claim, secure an attachment against the property of the judgment debtor or one or more of the judgment debtors, in either of the following cases :

- 1st. Where the defendant is a non-resident.
- 2d. Where the defendant is a foreign corporation.
- 3d. Where the defendant conceals himself to avoid the service of process.
- 4th. Where he has absconded or absented himself, so that the usual process of law cannot be served upon him.
- 5th. Where he is about to remove his property out of the State with the intent to hinder, delay or defraud his creditors.
- 6th. Where he is about to remove out of the State with the intent to change his domicile.
- 7th. Where he has fraudulently assigned his property, so as to hinder or delay his creditors.
- 8th. Where he has fraudulently concealed, removed or disposed of his property, so as to hinder or delay his creditors.
- 9th. Where he is about to convey his property, so as to hinder or delay his creditors.
- 10th. Where he is about fraudulently to conceal, remove or dispose of his property, so as to hinder or delay his creditors.
- 11th. Where the cause of action accrued out of the State, and

the debtor has absconded or secretly removed his property into this State.

12th. Where the damages for which the action is brought are for injuries arising in the commission of some felony or misdemeanor.

13th. Where the debtor has failed to pay the price of an article which by the contract he was bound to pay on delivery.

14th. Where the debt sued for was fraudulently contracted by the debtor.

The attachment will issue on a demand before it becomes due, in all except the first four of the above cases.

**BILLS OF EXCHANGE AND PROMISSORY NOTES** are governed by the common law, except that in lieu of protest fees on bills of exchange, the following charges may be collected from the drawer or indorsers, where the paper is drawn or negotiated within this State :

1st. If drawn on any person within the State, at the rate of four per cent on the principal sum.

2d. If on any person without the State, but within the United States, ten per cent.

3d. If on any person without the United States, at the rate of twenty per cent.

If such bill, drawn on any person within this State, is accepted but not paid, the acceptor is liable to pay the holder damages at the rate of four per cent, if the bill is drawn by any person within this State; and at the rate of ten per cent, if drawn elsewhere within the United States.

**BILLS OF SALE** are not in use.

**CHATTEL MORTGAGES** must be recorded in the county where the mortgagor resides, or the property delivered to the mortgagee, to make them valid and binding as to third parties.

**DEEDS OF TRUST** are used as security for indebtedness; the property is generally conveyed to a trustee, with a power of sale in case of non-payment.

**DEEDS AND MORTGAGES** may be acknowledged out of the State before any commissioner appointed by the Governor of this State, or by any judge of a court of record, or the clerk of such court, or by a notary public having a seal. Acknowledgments may be

taken out of the United States by the mayor or chief magistrate of any incorporated city or town, by a court of record, or a notary public having a seal.

The acknowledgment of a married woman must be taken separate and apart from her husband.

*Form of Acknowledgments.* See Appendix, *Forms*.

All instruments affecting real estate must be recorded in the county where the property is situated, in order to protect the grantee from innocent third parties who may acquire equitable interests therein subsequent to the grant.

ESTATES OF DECEASED PERSONS.—Claims should be presented within one year, to secure the benefit of the first division of the estate. If not presented within two years, they will be forever barred, except where the claimant is under the statutory disabilities; then within two years from their removal, the claims when presented in writing, duly verified, are paid in the following order: 1st. Funeral expenses. 2d. Expenses of the last sickness, wages of servants and demands for medicines and medical attendance during the last illness of the deceased. 3d. Debts due to the State or any incorporated town or city. 4th. Judgments recovered against the deceased in his lifetime. 5th. All other demands which shall legally be exhibited against the estate within one year after the granting of letters. 6th. All demands thus exhibited after the expiration of one year, and within two years after letters granted.

EXECUTIONS. See *Judgments and Exemptions*.

#### EXEMPTIONS:

*Homestead.*—A resident householder, or head of a family, is entitled to a homestead of one hundred and sixty acres of land, of the value of \$1,500. In cities of forty thousand inhabitants or over, the homestead shall not include more than eighteen square rods of ground, nor exceed in value \$3,000. In smaller cities the homestead shall not include more than thirty square rods, nor exceed in value \$1,500.

*Personal Property.*—There is exempt to every resident, other than the head of a family, necessary wearing apparel, and the tools and implements of trade of any such mechanic while carrying on his trade.

If the debtor is the head of a family, there shall also be exempt ten hogs, ten sheep and the product thereof; two cows and calves; working animals to the value of \$150; family provisions to the value of \$100; necessary professional books and implements of surgery. There is also specified the usual household and agricultural exemptions. In lieu of the stock and working animals, such resident may select any other property or rights in action to the value of \$300.

A defendant who is about to abscond or leave the State with the intent to change his domicile, cannot take the benefit of the exemption law.

IMPRISONMENT FOR DEBT is abolished.

INTEREST AND USURY:

*Legal Rate*, 6 per cent.

*Allowable by written contract*, ten per cent.

*Usury* forfeits all interest.

JUDGMENTS.—A judgment is a lien for three years on all the real estate of the judgment debtor in the county where the judgment roll or a transcript thereof is filed.

An execution may be issued thereon at any time within ten years from the entry of judgment, and is a lien only upon the property levied upon from the date of levy. The practice in this State is similar to that of the State of New York.

LIMITATION OF ACTIONS:

*Two Years*.—Actions for slauer and libel, assault and battery, false imprisonment and criminal conversation.

*Three Years*.—Actions against sheriffs in their official capacity, and for a statutory penalty or forfeiture.

*Five Years*.—Actions on contracts not hereinafter specified; upon a liability created by statute other than a penalty or forfeiture; for trespass on real estate; for taking, detaining or injuring personal chattels; and for all injuries to the person not hereinbefore specified; and actions for relief on the ground of fraud.

*Ten Years*.—Actions for the recovery of lands or for a warranty or seisin contained in a deed; on written instruments for the payment of money; and actions for relief not otherwise provided for.

*Twenty Years*.—Actions on judgments of courts of record.

**MARRIED WOMEN.**—The real estate of the wife, together with the rents, issues and profits thereof, is exempt from attachment or levy in proceedings against the husband on his individual indebtedness, but the rents and profits thereof are liable for necessities furnished to the family, or for labor and materials on account of her separate estate.

The wife may devise her real estate, reserving the husband's right of curtesy.

A married woman cannot conduct business separate and apart from her husband, nor sue or be sued on her individual note or account, except where the husband fails to provide for her support, neglects or abandons her, or is confined in prison.

**PROMISSORY NOTES.** See *Bills of Exchange*.

**WILLS** must be subscribed by the testator or by his direction, and attested by at least two witnesses, signing in the presence of the testator.

## MISSOURI.

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### BETHANY — Harrison County.

*Thomas D. Neal* (Member of Missouri Legislature, formerly Probate Judge and County Attorney).

### BOLIVAR — Polk County.

*O. D. Knox.*

Recommended by a prominent member from the State of Missouri.—[Ed.]

### BRECKENRIDGE — Caldwell County.

*J. T. Anderson.*

EXCHANGE BANK OF BRECKENRIDGE.

I have had occasion to form the acquaintance of James T. Anderson, as an attorney at law, and have found him well qualified to attend to all business intrusted to him. He is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

B. CROOKE, *Cashier.*

### BROOKFIELD — Linn County.

*Charles L. Dobson.*

### BRUNSWICK — Chariton County.

*Kinley & Kinley.*

EDWARD KINLEY.

ISAAC H. KINLEY (formerly City Attorney).

Isaac H. Kinley is an attorney of Chariton county, entitled to practice in all the courts of this State, and I consider him a capable, efficient lawyer.

R. A. DE BOLT, *Judge Eleventh Circuit, Missouri.*

*February, 1869.*

**BUFFALO — Dallas County.**

*Benjamin F. McHenry.*

EXCHANGE AND COLLECTING OFFICE,  
 GEORGE H. GREENLEAF,  
 LEBANON, Laclede county, Mo., Jan. 14, 1873. }

*To whom it may concern:*

B. F. McHenry, Esq., is a practicing attorney in Dallas county, Mo., and universally recognized as prompt and faithful in the discharge of his duties to his clients, and I regard him as well qualified to undertake legal business intrusted to his care.

R. W. FYAN, *Judge Fourteenth Jud. Cir. of Mo.*

**CAHOKA — Clarke County.**

*Wm. H. Robinson.*

CAHOKA, Mo., Dec. 16, 1872.

This is to certify that W. H. Robinson, of Cahoka, Clarke county, Mo., is a regular practicing attorney at law in the courts of this county, in good standing, and prompt in attending to business intrusted to his care.

M. J. MORRIS,  
*Judge Common Pleas Court, Clarke county, Mo.*

**CALHOUN — Henry County.**

*See WARSAW.*

**CHILLICOTHE — Livingston County.**

*John N. Boyd.*

CHILLICOTHE, Livingston County, Mo., }  
 June 19, 1873.

*To the International Merchants' Protective Law Association,  
 Albany, N. Y.:*

GENTS.—John N. Boyd, Esq., of this place, has requested me to drop you a line with reference to his responsibility as an attorney at law. Mr. Boyd is a regularly licensed attorney, and has been for two or three years. It is my opinion that any business intrusted to him will meet with prompt and faithful attention.

Yours, etc.,

JONAS J. CLARK, *Judge of the Cir. Courts  
 for the Seventeenth Ju. Cir. of Mo.*



**CLARKE CITY**—Cahoka County.*Everett R. Bartlett.***FORSYTH**—Taney County.*Andrew J. Pruitt.***FREDERICKTOWN**—Madison County.*B. Benson Cahoon* (formerly Circuit and County Attorney).FREDERICKTOWN, MADISON COUNTY, Mo., }  
December 9, 1872.

I know and have been personally acquainted for over four years with B. Benson Cahoon, Esq., attorney and counselor at law, of Fredericktown, Madison county, Missouri, and I take great pleasure in saying that he is an honest man, and an exceedingly able, prompt, reliable and eloquent lawyer; and that all business intrusted to him will receive proper attention.

J. SCHULTE,

*Presiding Judge of County Court of Madison County, Mo.***GAYOSO**—Pemiscott County.*Geo. W. Carleton* (formerly Clerk of the County Court and Register).**HAMILTON**—Caldwell County.*Marcus A. Low.*

Recommended cordially.

J. F. SPRATT & CO., *Bankers, Hamilton, Mo.***HANNIBAL**—Marion County.*W. H. Fisher.*BANKING-HOUSE OF J. G. EASTON & Co., }  
HANNIBAL, Mo., April 24, 1873.*To whom it may concern:*

We have been long acquainted with W. H. Fisher, Esq., attorney at law, of this city, and believe him to be well qualified to undertake any legal business intrusted to his care, and believe him to be prompt and faithful to the interests of his clients.

J. G. EASTON, *Cashier.*

We cordially indorse the above testimonial.

WM. A. HUNT,  
*Cashier Savings Bank of Hannibal, Mo.*

JOSIAH HUNT,  
*President First National Bank.*

**HARRISONVILLE—Cass County.**

*Hall & Given.*

D. K. HALL  
N. M. GIVEN.

CLINTON, Mo., *April 19, 1873.*

*To the International Merchants' Protective Law Association :*

I, Foster P. Wright, Judge of the Twenty-second Judicial Circuit of the State of Missouri, of which the county of Cass forms a part, certify that D. K. Hall and N. M. Given, attorneys at law at Harrisonville, Cass county, Mo., who compose the firm of Hall & Given, are gentlemen of high standing, both personally and professionally as lawyers.

F. P. WRIGHT, *Cir. Judge.*

**HOLDEN—Johnson County.**

*Jonathan P. Orr.*

FIRST NATIONAL BANK,  
WARRENSBURG, Mo., *May 15, 1873.* }

*To whom it may concern :*

We have known Mr. J. P. Orr, attorney at law, of Holden, Johnson county, Missouri, for several years, and consider him an honorable, reliable, responsible and trustworthy attorney, and cheerfully bear this testimony.

A. W. RIDINGS, *President.*  
L. W. JACK, *Assistant Cashier.*

**IRONTON—Iron County.**

*Bernard Zwart.*

I cheerfully recommend Bernard Zwart, Esq., as an attorney of good standing in my circuit, and as one who by his industry, integ-

erty and promptness to business has acquired a high reputation for efficiency.

J. H. VAIL, *Judge Twenty-sixth Circuit.*

IRONTON, 12th March, 1873.

**JEFFERSON CITY — Cole County.**

*Wm. R. Hopkins* (Clerk of the District Court).

**KANSAS CITY — Jackson County.**

*Woodson & Bryant.*

SAMUEL H. WOODSON (ex-Member of Congress).

THOMAS V. BRYANT.

I am well acquainted with the above named parties and know them to be entirely reliable, competent and worthy.

L. K. THACHER,

*Pres. Com. Nat. Bank of Kansas City, Mo.*

**LAMAR — Barton County.**

*Reuben B. Robinson.*

**LIBERTY — Clay County.**

*John Chrisman* (formerly Judge of the County Court and City Attorney).

LIBERTY, Mo., *April 22, 1873.*

*To all whom it may concern :*

I take pleasure in stating that John Chrisman, of Liberty, Mo., is an attorney at law, in good standing, and well qualified to attend to any legal business intrusted to him. Mr. Chrisman is prompt and faithful in his professional engagements and strictly reliable in all his undertakings.

PHILANDER LUCAS,

*Judge Fifth Judicial Circuit, State of Missouri.*

**LINNEUS — Linn County.**

*George W. Easley* (County Attorney).

*October 11, 1872.*

S. F. KNEELAND, Esq., *Albany, N. Y. :*

George W. Easley, Esq., of Linneus, Mo., has practiced in the courts of the Eleventh Judicial Circuit of Missouri since 1865. He

is a prompt, reliable and efficient attorney, and is financially responsible for his contracts.

R. A. DE BOLT,

*Judge Eleventh Judicial Circuit of Missouri.*

We concur in the above.

GEO. W. MARTIN, *County Clerk, Linn Co., Mo.*

E. C. BROTT, *Sheriff, Linn Co., Mo.*

H. C. CLARKSON, *Treasurer, Linn Co., Mo.*

F. W. POWERS, *Circuit Clerk, Linn Co., Mo.*

**LOUISIANA — Pike County.**

*Thomas L. Anderson, Jr.*

**MACON — Macon County.**

*Barrow & Shepherd.*

BRIGHT BARROW.

JOHN SHEPHERD.

STATE OF MISSOURI, }  
County of Macon. }

I, H. P. Vrooman, Judge and Clerk of Macon County Court of Common Pleas, hereby certify that Barrow & Shepherd, attorneys at law, are honest, faithful and responsible, and are worthy of full faith and confidence in their professional duties.

Given under my hand and my official seal, at my office in [L. s.] Macon, Missouri, on this the 9th day of December, 1872.

H. D. VROOMAN, *Judge and Clerk Common Pleas Court, Macon County, Mo.*

I hereby concur in the above statement and recommendation.

T. J. SHARP, *Treasurer of Macon County, Mo.*

MACON, December 9, 1872.

**MARBLE HILL — Bollinger County.*****Sutherlin & Willson.***

PHILIP SUTHERLIN (formerly Clerk of Courts, now Prosecuting Attorney).

JAMES H. WILLSON.

*To whom it may concern :*

I hereby certify that Messrs. Sutherlin & Willson, of Marble Hill, Bollinger county, Mo., are respectable attorneys of good practice and standing. Mr. Willson is the prosecuting attorney for the State and county. This March 28th, 1873.

WM. CARTER,

*Judge of the Twentieth Judicial Circuit.*

We concur in the above.

WM. M. WELCH, *Judge of Probate.*

C. D. ROWE, *County Court Justice.*

**MARYVILLE — Nodaway County.*****Frederick Snyder.***

BANKING-HOUSE OF GEORGE S. BAKER & Co., }  
MARYVILLE, Mo., December 16, 1872. }

*To whom it may concern :*

We have occasionally employed Frederick Snyder, Esq., to transact professional business for us, and have found him a well-qualified and responsible attorney at law, prompt and faithful in attending to all legal business intrusted to him.

GEO. S. BAKER & CO.

**MEMPHIS — Scotland County.*****Jno. D. Smoot.*****MEXICO — Audrain County.*****James R. Williams.***

MEXICO, Mo., December 10, 1872.

*To whom it may concern :*

We have had occasion to notice James R. Williams on several occasions in the practice of the law, and have found him well qualified to undertake any legal business intrusted to him. Mr. W. is

prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

G. B. MACFARLANE, *Judge of Probate, Audrain Co.*

### MILAN — Sullivan County.

*Northcott & Northcott* (P. O. address, Linneus, Mo.).

B. J. NORTHCOTT (President of the Linneus Branch of the Burlington and Southwestern Railway, and the U. M. C. R. R. Co.).

B. F. NORTHCOTT.

OFFICE OF CIRCUIT CLERK AND RECORDER, }  
LINNEUS, Mo., *December 16, 1872.* }

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—Messrs. Northcott & Northcott, of Linneus, Mo., are regularly licensed attorneys, and I consider them financially responsible.

Col. B. F. Northcott, their senior partner, is president of the U. M. C. R. R. Co.

Yours respectfully,

R. A. DE BOLT,

*Judge Eleventh Judicial Circuit of Mo.*

### MONROE CITY — Monroe County.

*R. B. Bristow.*

Refers to Hon. J. B. Wormalt, President Kansas City National Bank; Hon. J. T. Redd, Judge Circuit Court, Palmyra, Mo.; ex-Gov. R. L. Montague, Saluda, Va.; Hon. A. H. Buckner, M. C., St. Charles, Mo.

### NEOSHO — Newton County.

*Lewis M. Lloyd.*

NEOSHO, Mo., *January 21, 1873.*

SIR.—I hereby take pleasure in recommending L. M. Lloyd, of Neosho, Newton county, Missouri, as a safe, efficient and trustworthy attorney at law, and as such attorney I cheerfully recom-

mend him to the favorable consideration of the Merchants' Protective Law Association.

In witness whereof I, P. H. Edwards, Judge of the Court  
[L. s.] of Probate and Common Pleas Court, of Newton county,  
Mo., hereto set my hand and affix the seal of said  
Court. Done at office this 21st day of January, 1873.

P. H. EDWARDS, *Judge.*

**NEVADA — Vernon County.**

***Claycomb & Gray.***

STEPHEN H. CLAYCOMB.

ASHBY GRAY.

*To all to whom these presents shall come :*

This certifies that I am well acquainted with Messrs. Claycomb & Gray as attorneys, practicing law in the various courts within and for the county of Vernon and State of Missouri, and can cheerfully testify as to their qualifications to undertake and transact any business of a legal character that may be intrusted to them. They are upright and honest gentlemen, and are faithful to the interests of clients, and prompt and attentive in the discharge of their duties as attorneys.

In witness whereof I have hereunto subscribed my name  
[L. s.] and affixed the seal of the Probate Court within and for  
Vernon county, at my office, this the 31st day of Decem-  
ber, A. D. 1872.

C. B. McAFEE, *Probate Judge,*  
*within and for Vernon County, Missouri.*

**NEW LONDON — Ralls County.**

***Eli W. Southworth*** (ex-Member of Legislature and County Attorney).

**NEW MADRID — New Madrid County.**

***Hatcher & Hatcher.***

ROBT. A. HATCHER (Member of Congress).

R. H. HATCHER (Clerk of the County Court of New Madrid county).

NEW MADRID, Mo., *March 6, 1873.*

I very cheerfully recommend R. A. & R. H. Hatcher, attorneys of this place, as gentlemen of integrity, prompt and reliable in

their business. Robt. A. Hatcher, Esq., is a member of the Forty-third Congress, and Rich. H. Hatcher has been for a number of years past Clerk of the County Court of this county.

B. F. BOYCE, *Judge of Probate and Presiding Justice of the County Court.*

**PALMYRA — Anderson County.**

*Anderson & Boulware.*

RUFUS ANDERSON.

WALTER M. BOULWARE (formerly Circuit Attorney).

**PLEASANT HILL — Cass County.**

*T. H. Cloud.*

FIRST NATIONAL BANK OF PLEASANT HILL, }  
PLEASANT HILL, MO., March 21, 1873. }

Mr. T. H. Cloud is a lawyer of this city, and regarded as an honorable, upright gentleman. I have had but little opportunity to know how successful he has been in his practice, being very seldom in court, but think any business intrusted to him will have prompt attention.

GEO. B. HARPER,

*Cashier First Nat. Bank, Pleasant Hill, Mo.*

*To whom it may concern:*

We know Mr. T. H. Cloud to be an attorney at law of good standing, and that he will pay strict attention to all legal business intrusted to his care. Mr. Cloud is prompt and faithful in the interests of his clients, and this testimonial is cheerfully given.

BASS & IRVINE, *Attys. at Law.*

**RAVANNO — Mercer County.**

*Volney F. Rowley.*

PRINCETON, MO., March 7, 1873.

*To whom it may concern:*

This is to certify that V. F. Rowley is a practicing attorney in my circuit; that he is a man of good moral character, and well qualified to undertake any legal business that may be intrusted to his care; that he is prompt and faithful in the interest of his clients. This testimonial is very cheerfully accorded.

R. A. DE BOLT, *Judge Eleventh Jud. Circuit.*



**ST. JOSEPH — Buchanan County.*****Doniphan & Baldwin.***

JOHN DONIPHAN (ex-Senator of Missouri and Judge of Common Pleas).

JOHN T. BALDWIN.

Refer by permission to Donnell, Lawson & Co., Bankers, 4 Wall street, New York; Tanner & Co., Bankers, 11 Wall street, New York.

**ST. LOUIS — St. Louis County.*****Polk & Cansey* (No. 307 Market street).**

TRUSTEN POLK (ex-Governor of Missouri and United States Senator).

WM. F. CANSEY (formerly Assistant Attorney-General and Member of Legislature in Delaware).

Messrs. Polk & Cansey, of this city, are able and eminently trustworthy lawyers. No firm stands higher professionally than the firm of Polk & Cansey.

E. B. EWING, *Presiding Judge Circuit Court of St. Louis Co., Sup. Court Judge elect.*

ST. LOUIS, December 8, 1872.

**SALEM — Dent County.*****Lucius Judson.***

SALEM, Mo., Dec. 10, 1872.

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I take pleasure in recommending to you my friend, L. Judson, of Salem, Dent county, Mo., an attorney of high professional standing, of this place, also strictly honest and upright in all his transactions, and tends strictly to his business, and takes pleasure in attending promptly to all business intrusted to him.

Yours respectfully,

J. M. ORCHARD, *Probate Judge.*

**SAVANNAH — Andrew County.**

*George T. Bryan* (formerly County Attorney, now Prosecuting Attorney).

SAVANNAH, Mo., *June 19, 1873.*

I take pleasure in recommending Mr. G. T. Bryan as an efficient and reliable attorney.

**BENJ. CHILDS,**

*Cashier of Farmers' Bank of Andrew Co., Mo.*

**SEDALIA — Pettis County.**

*Houston & Bothwell.*

FRANKLIN HOUSTON.

J. HOMER BOTHWELL.

SEDALIA, Mo., *January 15, 1873.*

*To whom it may concern:*

We are personally acquainted with Messrs. Houston & Bothwell, attorneys at law, of this city, and know them to be prompt and reliable, and competent to take charge of and transact any professional business. We cheerfully recommend them to members of the legal profession, and to business men generally.

CHAS. P. TOWNSLEY, *Judge Sixth Ju. Cir. of Mo.*

ADAM ITTEL, *Cashier Citizens' National Bank.*

C. NEWKIRK, *President First National Bank.*

**SPRINGFIELD — Greene County.**

*Joseph T. Rice.*

I have known Mr. Joseph T. Rice for years, and can say that he is worthy, in every respect, of your confidence and trust.

**R. J. McELHANY,**

*President National Bank, Springfield, Mo.*

**TRENTON — Grundy County.**

*Matthew G. Kennedy.*

**TROY — Lincoln County.**

*Chas. Martin, Jr.*

*To whom it may concern:*

I, Gilchrist Porter, Judge of the Third Judicial District of the State of Missouri, having ample knowledge of the legal qualifica-

tions of Chas. Martin, Jr., of Lincoln county, Mo., do hereby recommend him as fully competent to undertake any legal business intrusted to him, and prompt and faithful in the interests of his clients.

G. PORTER, *Judge.*

CLARKSVILLE, *December 14, 1872.*

**TUSCUMBIA — Miller County.**

*Thos. Scott* (ex-Member of Legislature).

NATIONAL EXCHANGE BANK,  
CITY OF JEFFERSON, Mo., *Dec. 17, 1872.* }

*To whom it may concern:*

We take pleasure in stating that Thomas Scott, Esq., of Tuscum-  
bia, Miller county, Mo., is a prompt and efficient attorney, and  
ever faithful to the interest of his clients.

P. T. MILLER, *Cashier.*

**WARRENSBURG — Johnson County.**

*W. W. Wood.*

FIRST NATIONAL BANK,  
WARRENSBURG, Mo., *March 4, 1873.* }

This is to certify that we, the undersigned officers of the First  
National Bank of Warrensburg, Mo., are personally acquainted  
with W. W. Wood, Esq., attorney at law, and cheerfully recom-  
mend him to the International Merchants' Protective Law Associa-  
tion as an attorney in good professional standing, and well qualified  
to undertake any legal business intrusted to him.

A. W. RIDINGS, *President.*

JAMES WARD, *Cashier.*

L. W. JACK, *Asst. Cashier.*

**WARRENTON — Warron County.**

*Charles E. Peers.*

**WARSAW — Benton County.**

*Richard P. Garrett* (P. O., Sedalia, Mo.).

*To whom it may concern:*

This is to certify that Richard P. Garrett, Esq., is a member of  
the Sedalia bar in good standing. He is a young man of much

...nty, Mo., do hereby  
...ake any legal business  
...in the interests of his

PORTER, *Judge.*

...ounty.

...NGE BANK, }  
...o., Dec. 17, 1872. }

...cott, Esq., of Tuscum  
...ficient attorney, and

MILLER, *Cashier.*

...a County.

...NAL BANK, }  
...March 4, 1873. }

...officers of the First  
...personally acquainted  
...and cheerfully recom-  
...protective Law Associa-  
...ing, and well qualified  
...im.

...DINGS, *President.*

...WARD, *Cashier.*

...CK, *Asst. Cashier.*

...County.

...nty.

).

...Esq., is a member of  
...young man of much

promise as a lawyer, and is industrious and attentive to business,  
and entirely trustworthy in all business transactions, and I take  
pleasure in recommending him to the favorable consideration of  
those who may require his services or make his acquaintance.

Respectfully,

C. P. TOWNSLEY, *Judge Sixth Jud. Circuit, Mo.*

FIRST NATIONAL BANK, SEDALIA, Mo., }  
SEDALIA, Mo., Dec. 15, 1872. }

This is to certify that Mr. R. P. Garrett is an attorney in good  
standing in the courts of central Missouri, and a gentleman of  
standing in all the business and social relations in this community,  
of industrious and temperate habits, and well worthy the highest  
confidence of all good people.

Very respectfully,

A. D. JAMES, *Cashier.*

C. NEWKIRK, *President.*

**WESTON — Platte County.**

*Douiphan & Hughes.*

JOHN DONIPHAN (ex-Judge of Common Pleas and Senator of  
Missouri).

Refers to the banking-houses of Donnell, Lawson & Co., 4 Wall  
street, New York, and Tanner & Co., 11 Wall street, New York.

## MONTANA TERRITORY.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ARREST IN CIVIL ACTIONS. See *California*. The grounds of arrest are practically similar.

ATTACHMENTS will be granted where the cause of action arose within the Territory or on a liability for goods brought therein and the freight upon the same, or for fare or passage money of persons coming into this Territory, in the following cases :

1st. When the debtor, or one of several debtors, is a foreign corporation or a non-resident of this Territory ; or,

2d. Has absconded with the intent to defraud his creditors ; or,

3d. Has left the county of his residence to avoid the service of a summons ; or,

4th. So conceals himself that a summons cannot be served upon him ; or,

5th. Is about to remove his property or a part thereof out of the jurisdiction of the court, with the intent to defraud his creditors ; or,

6th. Is about to convert his property or a part thereof into money, for the purpose of placing it beyond the reach of his creditors ; or,

7th. Has property or rights in action which he conceals ; or,

8th. Has assigned, removed or disposed of, or is about to dispose of his property or a part thereof, with the intent to defraud his creditors ; or,

9th. Fraudulently contracted the debt or incurred the obligation for which the suit is about to be or has been brought.

But an attachment shall not be granted, on the ground that the debtor is a foreign corporation or a non-resident of this Territory,

for any other claim than a debt or demand arising upon contract, judgment or decree. When the ground of the attachment is that the debtor is a foreign corporation or a non-resident of this Territory, the order of attachment may be issued without an undertaking. In all other cases, bonds must be given in a sum double the amount of the creditor's claim.

**BILLS OF EXCHANGE AND PROMISSORY NOTES** are governed by the provisions of the common law.

**BILLS OF SALE** are seldom used in the transfer of title to personal property.

**CHATTEL MORTGAGES** are valid and binding for one year next after filing for record, but there must be a change of possession, unless otherwise specified in the mortgage.

**DEEDS AND MORTGAGES** may be acknowledged or proved in any other Territory or State, before a judge or clerk of any court of record of the United States or of the State where executed, or by a commissioner for the Territory of Montana. If executed beyond the jurisdiction of the United States, the acknowledgment may be certified to before a judge or clerk of any court having a seal, or by a notary public resident therein, or by a minister, commissioner or consul of the United States resident therein.

A married woman must unite with her husband in the conveyance of her separate real estate, and her acknowledgment must be separately taken, but where a deed is executed by a non-resident grantor or by a citizen having a non-resident wife, her signature is not necessary.

Conveyances affecting real estate operate as a notice to third parties, from the time of filing for record with the recorder of the county where the property is situated.

**ESTATES OF DECEASED PERSONS.**—Claims must be filed within one year after the granting of letters, except where the claimant is under legal disability, and in such cases within two years from its removal.

**EXECUTIONS.** See *Judgments and Exemptions.*

**EXEMPTIONS:**

*Homestead.*—Of the value of \$3,000, occupied as a residence by the owner, being a resident householder.

*Personal Property.*—Wearing apparel, private libraries, musi-

cal instruments, family pictures and keepsakes; beds and bedding; and other household goods and furniture to the value of \$250. To a householder one horse, two cows with their calves, two stands of bees, fifty domestic fowls and feed therefor, together with family provisions and fuel sufficient to maintain the family, or such stock for the period of three months. To a farmer, the farming tools and implements in actual use, two yoke of oxen, or in lieu thereof, one span of horses, with the proper harness for such team and one wagon. Tools of a mechanic or libraries of professional men to the value of \$200. A skiff or small boat of the value of \$50, and the tent, tools and provisions of a miner.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY:

*Legal Rate*, 10 per cent.

Parties may legally contract for any rate per cent.

JUDGMENTS are liens to the same extent as in the State of New York, except that the lien continues only two years from the rendition of judgment.

LIMITATION OF ACTIONS:

*One Year*.—Actions on mining claims.

*Three Years*.—Actions for the recovery of real estate.

*Five Years*.—Actions on open accounts and oral contracts.

*Ten Years*.—Actions on written contracts, promissory notes, etc. Actions upon any liability of any person prior to his arrival into this Territory, must be commenced within three months after the same has accrued, except upon a liability in reference to the purchase or sale of any property bought with the intention to bring or for having brought the same into the Territory. And all claims barred by the statute in the State where they shall have accrued are barred in this Territory.

MARRIED WOMEN may conduct business separate and apart from their husbands. Their separate property is exempt from all debts and liabilities of their husbands, except for necessary expenses of her family; provided a schedule of such property is drawn up in writing and recorded in the registry office of the county of their residence.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS.—Two witnesses are required, who must attach their names in the presence of the testator.

## MONTANA TERRITORY.

**BOZEMAN — Gallatin County.***Joseph J. Davis.*

THE FIRST NATIONAL BANK OF BOZEMAN, }  
 BOZEMAN, MONTANA, April 1, 1873. }

*To whom it may concern :*

This certifies that we are acquainted with J. J. Davis, attorney at law, at this place. We have found him faithful to the interests of his clients and well qualified to undertake any legal business intrusted to him.

D. A. McPIERSON, *Assistant Cashier.*

**DEER LODGE — Deer Lodge County.***Massena Bullard* (P. O. Helena, Mont. Ter.).

FIRST NATIONAL BANK,  
 HELENA, MONTANA, March 24, 1873. }

*To whom it may concern :*

I take pleasure in saying that Massena Bullard, Esq., resident of this town, is a trustworthy and reliable attorney, in whom entire confidence may be placed, and who has the reputation of giving strict and careful attention to all business intrusted to him.

D. C. CORBIN, *Cashier.*

It gives me pleasure to indorse the above.

D. S. WADE, *Chief Justice of Montana.*

**HELENA — Lewis and Clarke Counties.***George G. Symes* (formerly Justice of the Supreme Court of Montana Territory).

FOX, LYSTER & ROE, Bankers, }  
 HELENA, MONT., May 6, 1873. }

*To whom it may concern :*

We have had occasion to use Judge George G. Symes, late Associate Justice of the Supreme Court of the Territory, as an



attorney for this bank, and have found him well qualified to undertake any legal business intrusted to him. We have known Judge Symes for a number of years, and know him to be prompt and faithful in the interests of his clients and pecuniarily responsible.

FOX, LYSTER & ROE.

**MISSOULA — Missoula County.**

*Wm. J. Stephens* (ex-District Attorney).

DEER LODGE, Mont. Ter., *April 26, 1873.*

*To whom it may concern:*

I am well acquainted with W. J. Stephens, Esq., of Missoula, Montana Territory. I know him to be an attorney in active practice in his profession, and very industrious and energetic in his calling. I have never known him to neglect in the slightest any business intrusted to him. He is a man of good abilities, and possessed of a good moral character. This statement is made cheerfully and without any reservation.

Yours truly,

HIRAM KNOWLES,

*Asso. Justice of the Sup. Ct. for Mont. Ter.*

**RADERSBURG — Jefferson County.**

*Albert G. P. George* (ex-Judge Probate Court and Member of Legislature).

HELENA, Mont., *Dec. 30, 1872.*

*To whom it may concern:*

This may certify that I am acquainted with Hon. A. G. P. George, of Jefferson county, Montana, and although he does not reside in my district, yet he has practiced in my court, and in the Supreme Court of the Territory, and from my knowledge of him, derived from occasionally seeing him in court, it gives me pleasure to say that he is a lawyer of ability and integrity.

DECIUS S. WADE, *Chief Justice of Montana.*

MONTANA TERRITORY.

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VIRGINIA CITY — Madison County.

Massena Bullard (P. O., Helena, Montana Territory).

FIRST NATIONAL BANK,  
HELENA, Montana, March 24, 1873. }

To whom it may concern:

I take pleasure in saying that Massena Bullard, Esq., resident of this town, is a trustworthy and reliable attorney, in whom entire confidence may be placed, and who has the reputation of giving strict and careful attention to all business intrusted to him.

D. C. CORBIN, *Cashier.*

It gives me pleasure to indorse the above.

D. S. WADE, *Chief Justice of Montana.*

## NEBRASKA.

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 ENACTMENTS AFFECTING COMMERCE.
 

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ACKNOWLEDGMENTS. *See Deeds.*

ALIENS may acquire, hold, convey, devise and bequeath property, both real and personal, in the same manner as citizens. (See further, title, "*Rights of Aliens.*")

ARREST AND IMPRISONMENT FOR DEBT.—In civil actions the defendant may be arrested before or after judgment. The affidavit and bonds are similar to those of attachments. An order of arrest will be granted for either of the following causes:

- 1st. Converting property to defraud creditors.
- 2d. Assigning, removing or converting property with a like intent.
- 3d. Concealing property.
- 4th. Where the indebtedness was fraudulently contracted.

ATTACHMENTS may be issued in the following cases:

Where the defendant is a non-resident or foreign corporation. (No undertaking need be filed in this case.) Where the defendant, or one of the defendants, has left the county or conceals himself to evade service of summons; or where he is about to remove, convert or conceal his property with intent to defraud his creditors; or where he has removed, assigned or disposed of his property with a like intent; or has fraudulently contracted the debt on which suit is brought.

The bond and affidavits are similar to those in New York State; the affidavit specifying the nature and amount of the claim, and the bond being executed for double that amount.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed in this State by the common law or law merchant.

BILLS OF SALE are not in general use.

CHATTEL MORTGAGES must be filed and recorded in the county where the property lies. Within thirty days from the expiration of each year the mortgagee must file a copy thereof, with a sworn statement of the amount due thereon, and the extent of his interest in the mortgaged property. The property, on a breach of the condition in the mortgage, may be sold at public sale in the county where the property lies; twenty days' previous notice being given of the time and place of sale.

DEEDS OF TRUST partake of the nature, either of chattel or real estate mortgages, according to the nature of the property.

DEEDS AND MORTGAGES may be acknowledged according to the law of the State where executed. Acknowledgments out of the United States may be taken by any United States minister, charge d'affaires, commissioner, commercial agent or consul. All acknowledgments must be under the official seal of the officer taking the same; but if he has no seal, then there must be a certificate of the clerk of a court of record, as to the signature of such officer and his right to take acknowledgments in such State. All instruments conveying any interest in real estate must be recorded in the county where the property is situated, and take effect, as to third parties, from the date of record. No seal is required. The acknowledgment of the wife may be taken the same as if she was a single woman.

*Form of Acknowledgments.* See Appendix, *Forms.*

ESTATES OF DECEASED PERSONS.—Claims must be presented within eighteen months, although the time may be extended in the discretion of the court, not to exceed three years and six months in all. The widow is entitled to \$250 worth of the personal chattels belonging to the estate, and a further allowance of \$200 in cash, and one year's support for the family. After granting such allowance, debts are paid in the following order: First, funeral expenses; second, expenses of last sickness; third, debts having preference by the laws of the United States; fourth, all other claims.

EXECUTIONS. See *Judgments.*

## EXEMPTIONS :

*Homestead.*—A homestead consisting of any quantity of land, not exceeding 160 acres, and the buildings thereon, to be selected by the owner thereof, and not included in any incorporated city or village; or, instead thereof, at the option of the owner, a quantity of contiguous land, not exceeding two lots, being within an incorporated town, city or village; or, in lieu of the above, a lot or parcel of contiguous land, not exceeding twenty acres, being within the limits of an incorporated town, city or village, and not being laid off into streets, lots or blocks, owned and occupied by any resident of the State, being the head of a family, shall not be subject to attachment or levy so long as the same shall be occupied by the debtor as a homestead. A resident being the head of a family may, in lieu of such homestead, select \$500 worth of personal property.

*Personal Property.*—The following personal property is exempt to a resident householder: necessary wearing apparel, household furniture, agricultural and mechanical implements of farmers or mechanics, and the necessary books and implements of a professional man; six months' provisions and fuel for the family; one cow, three hogs, all pigs under six months old, and, if the debtor is a farmer, ten sheep and one year's product thereof; one yoke of oxen, or a pair of horses in lieu thereof, together with six months' feed for said stock.

IMPRISONMENT FOR DEBT. See *Arrest*.

## INTEREST AND USURY :

*Legal Rate*, 10 per cent.

*Allowable* by written contract, 12 per cent.

*Usury* forfeits all interest.

JUDGMENTS.—A judgment is a lien on all the real estate of the judgment debtor in the county where the judgment is rendered. A levy must be made on lands of the defendant in other counties in order to obtain a lien thereon.

The lien of a judgment loses its preference at the expiration of one year without a levy under execution has been made thereon during said year; and all judgments become dormant in five years if execution has not been sued out.

## LIMITATION OF ACTIONS :

*One Year.*—Actions for forcible entry and detainer.

*Four Years.*—Actions on parol contracts, or upon a liability created by statute other than a penalty or forfeiture, or for damages growing out of a contract, the consideration of which has wholly or in part failed; and actions of trespass on real property or rights in or to personal property.

*Five Years.*—Actions upon any agreement, contract or promise in writing, and upon foreign judgments.

*Ten Years.*—Actions for the recovery of real estate and upon official bonds and undertakings in attachment, replevin or injunction.

**MARRIED WOMEN** may retain, hold and convey all the property, real or personal, owned by them at marriage or acquired thereafter; and they may carry on business, sue and be sued in their own names as fully and with the same liabilities as if unmarried.

**WILLS** are executed in the usual manner in the presence of two subscribing witnesses.

## NEBRASKA.

**BEATRICE—Gage County.****J. W. Carter.**

Mr. Carter has held the office of District Attorney, and is now Probate Judge.

**CRETE—Saline County.****Wm. H. Morris** (formerly U. S. Attorney for Nebraska).

STATE BANK OF NEBRASKA,  
CRETE, NEBRASKA, *December 21st, 1871.* }

*To whom it may concern:*

Wm. H. Morris is a gentleman of good habits, strict integrity and good business capacity, and in my judgment parties desiring the services of an attorney cannot do better than to place their interests in his hands.

H. S. FULLER, *Cashier.*

**FAIRBURY—Jefferson County.****John Saxon.**

Attorney for St. Joseph and Denver City R. R. Co.

THE STATE OF NEBRASKA, } ss.  
JEFFERSON COUNTY, }

This is to certify that John Saxon, Esq., of Jefferson County, Nebraska, is an attorney-at-law duly admitted to practice as such in the Courts of Record of said State; and that he is in good standing in his profession. I further certify that I believe him to be well qualified by experience, learning and ability to manage all

business entrusted to him in his profession, and well worthy of confidence as such attorney.

DAN. GAULT,

*Judge of the Dist. Court, 1st Judicial Dist., Nebraska.*

{ Seal.  
District Court,  
Jefferson Co., Neb. }

Attest.

JOHN Y. BYERS,

*Clerk of Dist. Court, Jefferson Co., Nebraska.*

**GRAND ISLAND—Hall County.**

*B. L. Easley.*

Refers to Hon. J. T. Asper, M. C., Chillicothe, Mo.

**LINCOLN—Lancaster County.**

*Groff & Ames.*

LEWIS A. GROFF (ex-Assistant U. S. District Attorney).

STATE NATIONAL BANK OF LINCOLN,  
LINCOLN, NEBRASKA, December 20th, 1872. }

*To whom it may concern:*

We have had occasion to employ Messrs. Groff & Ames as attorneys for this bank on several occasions, and have found them well qualified for the transaction of any legal business entrusted to them. They are prompt and faithful in the interests of their clients, and diligent in the prosecution of their business, and we very cheerfully accord this testimonial.

Very respectfully,

N. C. BROCK,

*Cashier.*

SAMUEL C. OWEN,  
*President.*

**NEBRASKA CITY—Otoe County.**

*J. F. Kinney & Son.*

J. F. KINNEY, (ex-Judge of Supreme Court of Iowa, Chief Justice of Supreme Court of Utah, and Member of Congress).

BROCKWAY KINNEY.



**OMAHA — Douglas County.****C. S. Chase** (ex-Attorney-General of Nebraska and State Senator).

BANKING HOUSE OF CALDWELL HAMILTON & Co.	}
(Established in 1856),	
OMAHA, NEB., 8th April, 1873.	

S. F. KNEELAND, Esq. :

DEAR SIR.—We know Col. Champion S. Chase, of this city, very well. He has been attorney for our bank for some time past, and we have always found him prompt, capable and reliable, and therefore take pleasure in recommending him.

Very respectfully,

CALDWELL HAMILTON &amp; CO.

I can fully indorse all that is said above as to Col. Chase. He has been a practicing attorney in the courts over which I have presided for the past six years, and I gladly bear witness to his worth and reliability as a practicing attorney therein.

Very respectfully,

GEO. B. LAKE,

*Chief Justice, Nebraska.*

Col. Chase is a prompt, reliable and honorable attorney. I commend him to those who may require the services of an attorney in this State.

ELMER S. DUNDY,

*U. S. District Judge for Nebraska.***PLEASANT HILL — Salina County.****Hastings & McGintie.**

GEORGE H. HASTINGS.

EDWARD E. MCGINTIE.

NEBRASKA CITY, NEB.

*To whom it may concern:*

I have been acquainted with Messrs. Hastings & McGintie, of Pleasant Hill, Salina county, Nebraska, for some time; they having practiced before me in the First Judicial District of Nebraska, and I have ever found them active and efficient attorneys, and I cheerfully recommend them to the confidence of all.

O. P. MASON,

*Judge First Judicial District.*

**RED CLOUD — Webster County.**

*John R. Wilcox.*

RED CLOUD, WEBSTER CO., NEB., }  
5th May, 1873. }

*To whom it may concern :*

This certifies that J. R. Wilcox, Esq., is well known to me to be well qualified to transact any legal business that may be entrusted to him. Mr. Wilcox is prompt, faithful and perfectly responsible and trustworthy.

[Seal.]

JAMES KIRKWOOD,  
*Probate Judge.*

**RULO — Richardson County.**

*T. C. Hoyt.*

STONE & EASLEY, BANKERS, }  
RULO, NEB., Feb. 21, 1873. }

*To whom it may concern :*

T. C. Hoyt, Esq., we have always found to be capable, prompt and faithful as an attorney. We consider him well qualified to perform any legal business intrusted to him, and in every way worthy of patronage.

STONE & EASLEY.

**SCHUYLER — Colfax County.**

*M. B. Hoxie* (formerly District Attorney).

I take pleasure in certifying that M. B. Hoxie, Esq., of Schuyler, Colfax county, Nebraska, is a lawyer of ability and good standing at the bar, and possesses that integrity that will insure the efficient and faithful discharge, in my opinion, of any business that may be entrusted to him.

*December, 1872.*

L. CROUNSE,  
*Associate Just. Sup. Ct., and Judge 3d Jud. Dist.*

**TEKAMAH—Burt County.****F. M. Johnson.**FORT CALHOUN, *May 7, 1873.*

Mr. F. M. Johnson, of Tekamah, Burt county, I know quite well as one of the practicing attorneys of the district in which I lately presided. I take great pleasure in recommending him as a gentleman of undoubted integrity, energetic, of good legal ability, and one who will faithfully discharge any trust that may be committed to him.

L. CROUNSE,

*Member of Congress, late Justice Supreme Court.***WEST POINT—Cuming County.****J. C. Crawford.**

OFFICE OF THE FIRST NATIONAL BANK OF FREMONT, }  
 FREMONT, *January 3, 1873.* }

*To whom it may concern:*

We have had occasion to use J. C. Crawford, Esq., as attorney for this bank on several occasions, and have found him well qualified to undertake any legal business entrusted to him. Mr. Crawford is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

E. H. ROGERS, *Cashier.*

## NEVADA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT.—An order of arrest will be granted, on filing the proper bond, in either of the following cases :

1st. In actions on contracts where the defendant is about to leave the State with the intent to defraud his creditors, or has removed or disposed of his property, or is about to remove or dispose of the same with a like intent.

2d. In all actions sounding in tort or wrong.

The undertaking must be signed by two resident sureties to the amount of at least \$500 in gold.

ATTACHMENTS.—The property of the debtor may be attached at the commencement or during the pendency of an action, as a security for the satisfaction of the judgment he may recover, where the plaintiff files a bond to the amount of \$200 with the clerk of the court, together with an affidavit showing that the claim is an actual *bona fide* existing debt due from the defendant to the plaintiff, and that the action is founded upon a contract for the direct payment of money made payable in this State, the same not being secured by mortgage, lien or pledge upon real or personal property situated in this State, or that defendant has rendered such security ungratulatory, or that the action is against a non-resident.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law or law merchant.

BILLS OF SALE are not used ; chattel mortgages take their place.

**CHATTEL MORTGAGES** are not valid without the mortgagee takes and retains possession of the property mortgaged, except that, in case the nature of the property will not admit of actual delivery, such as growing crops, the mortgage may be acknowledged and recorded, which shall amount to notice to third parties. Foreclosure of chattel mortgages must be, by action, the same as on mortgages of real estate.

**DEEDS OF TRUST** are not in use.

**DEEDS AND MORTGAGES.**—Every deed or instrument in writing conveying any interest in land shall be acknowledged or proved and recorded in the office of the recorder in the county where the property is situated.

If the acknowledgment or proof is taken out of the State and within the United States, it may be taken by any judge or clerk of a court having a seal, notary public or justice of the peace, or by a commissioner appointed by the Governor of Nevada for that purpose. If taken by a justice of the peace, it must be accompanied by a certificate of the clerk of a court of record in the county having a seal, showing the official character of the justice and the genuineness of the signature. If taken without the United States, it shall be before some judge or clerk of a court having a seal, a notary public therein, or by a minister, commissioner or consul of the United States.

*Form of Acknowledgments.* See Appendix, *Forms*.

**ESTATES OF DECEASED PERSONS.**—Claims must be presented to the executors or administrators within ten months after the publication of the notice for their presentation, if the claims are due; if not, within ten months from the time they become due.

**EXECUTIONS.** See *Judgments* and *Exemptions*.

**EXEMPTIONS:**

*Homestead.*—A homestead of the value of \$5,000, provided the same was not secured through fraud, and provided, farther, that the owner shall execute and record his intention to claim the property designated as his homestead.

*Personal Property.*—A library to the value of \$100, necessary wearing apparel, household furniture, fuel and provisions for the family, necessary farming utensils, two oxen, horses or mules, and two cows, with one month's food for said stock; all seed, grain

or vegetables provided for planting or sowing to the value of \$200; the tools and implements of mechanics, the instruments of surgeons, surveyors or dentists, and the libraries of professional men; the dwelling of a miner to the value of \$500, with the implements and appliances for mining to the value of \$500; and two horses, mules or oxen, with their harness and one month's food, where necessary to be used by miners, or with which cartmen or other laborers earn their living; a horse and carriage for a physician or clergyman, where required in their vocations; and a sewing machine, in actual use, to the value of \$150.

**INTEREST AND USURY:**

*Legal Rate*, 10 per cent.

Parties may legally stipulate, in writing, for any rate per cent.

**JUDGMENTS.**—A judgment is a lien on the real estate of the defendant in the county where entered or a transcript thereof filed. The lien continues two years, but an execution may issue at any time within five years after the entry of judgments, and is a lien on all the property of the judgment debtor levied on.

**LIMITATION OF ACTIONS:**

*Two Years.*—Actions on oral contracts, on open accounts for goods sold, actions against public officers for a breach or neglect of their official duties, upon a statute for a penalty of forfeiture, where the action is given to an individual or to an individual and the State, or the penalty or forfeiture is to the State; and actions for personal torts.

*Three Years.*—Actions upon a liability created by the statute, other than a penalty or forfeiture; for trespass upon real property, for relief on the ground of fraud, and actions in the nature of trespass, trover and replevin.

*Four Years.*—Actions upon written instruments.

*Five Years.*—Actions on judgments and for the recovery of land, except where the State is the plaintiff.

*Ten Years.*—Actions by the State for the recovery of lands.

**MARRIED WOMEN.**—Under the law of 1867 married women can become sole traders and conduct business separate and apart from their husbands. They are allowed all the privileges and liable to all legal process provided by law against debtors and creditors, and may sue and be sued without being joined with their husbands.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS may be executed at the age of eighteen by both males and females. Two witnesses are required, who must subscribe their names in the presence and by the request of the testator.

NEVADA TERRITORY.

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**VIRGINIA CITY** — Storey County.

*Williams & Bixler.*

THOS. H. WILLIAMS (ex-Attorney-General of California, District Attorney and Member of Legislature).

DAVID BIXLER.

en by both males  
o must subscribe  
of the testator.



## NEW HAMPSHIRE.

## ENACTMENTS AFFECTING COMMERCE.

Prepared for this book by E. M. FORBES, Esq., Attorney and Counsellor-at-law at Winchester, New Hampshire.

ACKNOWLEDGMENTS. See *Deeds*.

*ALIENS, Rights of.*—An alien resident in this State may take, purchase, hold, convey or devise any real estate, and the same may descend in the same manner as if he was a native citizen. The State by statute has discharged any right or claim to the estate of any such alien by escheat or otherwise.

*ARREST ON CIVIL PROCESS.*—No voter, on town meeting days, woman or sheriff, and no officer or soldier while attending to his military duties, shall be arrested or imprisoned on any action founded on contract.

No person shall be arrested or imprisoned in any action founded on any contract, unless the debt or damage claimed shall exceed thirteen dollars and thirty-three cents, exclusive of all costs.

No person shall be arrested on any writ or execution founded on any contract, unless the plaintiff, or some person in his behalf, shall make an affidavit on the back of such writ, that in his belief the defendant is justly indebted to him in a certain sum exceeding thirteen dollars and thirty-three cents, and that he conceals his property so that no attachment or levy can be made, or that there is good reason to believe that he is about to leave the State to avoid the payment of his debts.

*BILLS OF EXCHANGE,* drafts, orders and negotiable promissory notes are payable, with three days of grace allowed, unless payable on demand, or otherwise so expressed as to show that the

parties did not intend to allow grace. Any such paper falling due on Sunday, Thanksgiving, Fast or Christmas day, on the 4th of July, or the 22d of February, or the following day, when either of the two days last mentioned falls on Sunday, are payable and to be executed on the day next preceding, not being one of said days, and may be noted and protested on such next preceding day. Notice to charge the indorser or other collateral party may be given on the day next following, not being one of said days.

Upon a promissory note payable on demand, presentment and demand of payment must be made of the promissor within sixty days from the date thereof, in order to charge an indorser upon the same; and any demand made after sixty days is not sufficient.

BILLS OF SALE are as at common law, but the courts look upon them with disfavor.

CHATEL MORTGAGES. See *Mortgages of Personal Property*.

ESTATES OF DECEASED PERSONS.—No action can be sustained on claims against the estate of a deceased person within one year after the original grant of administration, nor unless the claim has been exhibited to the administrator and payment demanded; and such exhibition must be within two years after the original grant of administration, unless administration is suspended, and then two years are allowed exclusive of such suspension.

Estates of persons deceased may be represented to the probate court by the administrator as insolvent, in which case one or more commissioners, not exceeding three, shall be appointed to examine and allow the claims of creditors against the estate, and a time, not less than six months or exceeding nine months from the date of their commission, shall be prescribed by the judge for the creditors to bring in and support their claims. For good cause shown, the judge may afterward extend this time, but not to exceed in the whole two years.

Commissioners have power to examine and adjust all claims against the estate, subject to the right of creditors or administrator to appeal within thirty days after the acceptance of the commissioners' report to the Supreme Judicial Court.

Payment of claims against the estate is made in the following order of precedence :

Expenses of administration; necessary charges for the burial of the deceased; the allowance made by the judge to the widow out of the personal estate; all rates and taxes; claims for last sickness; any balance remaining in the administrator's hands to be distributed ratably to other creditors, unless there is sufficient to pay in full.

EXEMPTIONS :

*Personal Property.*—The following goods and property are exempt from attachment and from levy upon execution :

The necessary wearing apparel of the debtor and family, comfortable beds, bedding and bedsteads for the debtor, his wife and children; household furniture to the value of \$100; the Bibles and school books in use in the family; one cow, and four tons of hay; one hog and one pig, and the pork of the same when slaughtered; books and library to the value of \$200; tools of his occupation to the value of \$100; provisions and fuel to the value of \$50; beasts of the plow, not exceeding a yoke of oxen or a horse, when required for farming or other teaming purposes, or other actual use; six sheep and the fleeces of the same; one cooking stove and furniture belonging to the same; the uniform, arms and equipments of every officer and private in the militia; the debtor's interest in one pew in any meeting-house where they usually worship; the debtor's interest in one lot or right of burial in any cemetery, and one sewing machine kept for use.

*Homestead.*—The wife, widow and children of every person who is the owner of a homestead, or of any interest therein, occupied by them or either of them, shall be entitled to so much of the same as shall not exceed in value \$500, as against the creditors, grantees and heirs of such person, for and during the life of such wife or widow and the minority of such children. And in case the same cannot be satisfied out of said homestead, the exemption, or any part thereof, may be assigned or set off in any other real estate in which the debtor or deceased person may have an ownership, but not to exceed the sum of \$500.

DEEDS AND THEIR EXECUTION.—Deeds must be signed and sealed by the party grantor, attested by two witnesses, acknowledged by the grantor before a justice of the peace, notary public or commissioner, or before a minister or consul of the United

States in a foreign country, and recorded at length in the registry of deeds in the county in which the lands lie.

Leases of real estate for more than seven years require to be executed with same formalities.

Mortgages of real estate also require the same.

FORM OF CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF

COUNTY OF

Date

A. B. personally appeared and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me, C. D.

*Justice of the Peace.*

MORTGAGES OF PERSONAL PROPERTY may be made to secure a debt or as an indemnity, or to secure the fulfillment of any existing contract, and the purpose must be stated specifically in the condition of the mortgage.

Each mortgagor and mortgagee are required to take and subscribe an affidavit upon the mortgage in substance as follows, viz.:

"We severally swear that the foregoing mortgage is made for the purpose of securing the debt specified in the condition thereof, and for no other purpose whatever; and that said debt was not created for the purpose of enabling the mortgagor to execute said mortgage, but is a just debt, honestly due and owing from the mortgagor to the mortgagee."

If the mortgage is given as indemnity, the affidavit must be varied so as to verify the validity, truth and justice of the liability or agreement.

Personal property mortgages must be recorded in the office of town clerk in the town in which the mortgagor resides, if he resides within the State; if not, in the town in which the property is situate, or the property must be delivered to and retained by the mortgagee.

IMPRISONMENT FOR DEBT. See *Arrest.*

INTEREST is six per cent per annum, unless a lower rate is stip-

ulated. Any person receiving upon any contract a higher rate than six per cent, forfeits three times the excess to the person suing therefor. Stipulation for usurious interest does not invalidate the contract. The money actually advanced may be recovered with legal interest.

JUDGMENTS are not a lien on real estate.

LIMITATION OF ACTIONS.—Actions for the recovery of real estate, upon mortgages, or the notes secured thereby, upon judgments, recognizances and contracts under seal, may be brought within twenty years after the cause of action accrued. Actions for trespass to the person and for defamatory words must be brought within two years, and all other personal actions within six years after the cause of action accrued.

All actions founded on a penal statute, which are wholly or in part for the use of the prosecutor, shall be brought within one year after the commission of the offense.

When there is a legal disability, real actions must be brought within five years, and all other actions in two years after the removal of such disability.

In all personal actions, if the defendant was absent and residing out of the State at the time the cause of action accrued, or afterward, the time of such absence shall be excluded in computing the time limited for bringing the action.

Writs of error may be sued out in three years after judgment.

*Scire facias* against indorsers of writs and bail are limited to one year.

MARRIED WOMEN may hold property to their sole and separate use, provided they did not obtain the same by payment or pledge of the property of their husband, and may dispose of the same by will.

WILLS, to become effectual, must be proved and allowed by the Court of Probate. To pass real estate or personal property, or in any way affect the same, they must be made by a person of the age of twenty-one years, of sound mind, in writing, signed and sealed by the testator or by some person in his presence, and by his express direction, and attested and subscribed in the presence of three or more credible witnesses, none of whom should be a devisee or legatee. The

form of attestation is, "Signed and sealed by the above named A. B., as his last will and testament, and by us, in his presence and at his request, subscribed as witnesses."

A nuncupative will, when the property exceeds \$100, must be declared in the presence of three witnesses, who are requested by the testator to bear witness thereto in his last sickness, and in his usual dwelling, except when he was taken sick away from home and died before his return. And a memorandum thereof must be made in writing, within six days, and presented for probate within six months from the making thereof.

## NEW HAMPSHIRE.

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### FRANKLIN — Merrimack County.

*Daniel Barnard* (ex-State Senator and County Solicitor for Merrimack county).

Refers to the Supreme Court judges of New Hampshire.

### LANCASTER — Coos County.

*Jno. G. Crawford* (was State Senator in the State of Michigan).

### LITTLETON — Grafton County.

*Evarts W. Farr.*

### MANCHESTER — Hillsborough County.

*Morrison, Stanley & Hiland.*

GEORGE W. MORRISON (was Member of the Thirty-first and Thirty-third Congress).

CLINTON W. STANLEY.

FRANK HILAND.

### NASHUA — Hillsborough County.

*G. Y. Sawyer & Sawyer Junior.*

GEO. Y. SAWYER (ex-Judge of the Supreme Judicial Court and Court of Common Pleas, and Member of Legislature).

SAWYER JUNIOR.

We are personally acquainted with Messrs. Geo. Y. Sawyer & Sawyer Junior, and can recommend them as responsible attorneys. They are in good professional standing, and will faithfully attend to any business that may be intrusted to them.

E. H. SPALDING, *Pres. First Nat. Bank, Nashua.*

J. A. SPALDING, *Cashier* " " " "

A. McKEAN & CO., *Bankers, Nashua.*

NASHUA, N. H., June 7, 1873.

**NEWPORT — Sullivan County.**

*Geo. R. Brown* (formerly Register of Probate).

FIRST NATIONAL BANK,  
NEWPORT, N. H., *April 17, 1873.* }

This may certify that George R. Brown, of this town, is a counselor and attorney at law of good standing and good moral character, and any business intrusted to him will, in our opinion, be faithfully attended to.

F. W. LEWIS, *Cashier.*  
T. W. GILMORE, *President.*

**ROCHESTER — Strafford County.**

*Cyrus K. Sanborn* (ex-Member of Legislature).

NORWAY PLAINS SAVINGS BANK  
(Amount of Deposits, January 1, 1872, \$550,000.00), }  
ROCHESTER, N. H., *June 5, 1873.* }

I hereby certify that C. K. Sanborn, Esq., has been in the practice of the law in this town for many years, and is well known as a prompt, reliable, efficient man in his profession. He can be trusted to attend faithfully to any business which may be committed to him, and as such I cheerfully recommend him.

F. McDUFFEE, *Treasurer N. P. Savings Bank.*

**WINCHESTER — Cheshire County.**

*E. M. Forbes.*

WINCHESTER NATIONAL BANK, }  
WINCHESTER, N. H., *April 17, 1873.* }

*To whom it may concern:*

Have known Mr. E. M. Forbes for a number of years, and have had occasion to use him as an attorney of this bank. I have found him well qualified for all business that we have put into his hands, and I believe Mr. Forbes will be prompt and faithful to the interest of his clients.

H. ABBOTT, *Cashier.*

**WOLFBOROUGH — Carroll County.**

*Buel C. Carter.*



## NEW JERSEY.

### ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT.—In a civil action on a contract the defendant may be arrested in either of the following cases:

1st. Where the defendant is about to remove any of his property out of the jurisdiction of the court with intent to defraud his creditors.

2d. Where he fraudulently conceals any of his property or right of action.

3d. Where he has assigned, removed or disposed of, or is about to assign, remove or dispose of any of his property or rights of action with the intent to defraud his creditors.

4th. Where the debtor fraudulently contracted the debt, or incurred the obligation, upon which suit is brought.

A female cannot be arrested in a civil action.

Any debtor under arrest in a civil action, as above provided, may obtain his discharge by filing an inventory, under oath, of all his property, together with a surety bond, to appear before and petition the next Court of Common Pleas for the benefit of the insolvent laws.

ATTACHMENTS.—An attachment will issue against the property of non-resident and absconding debtors where the creditor makes oath to that fact, and to the amount and nature of his claim, and files a bond of indemnity with the court.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the law merchant, or common law.

BILLS OF SALE AND DEEDS OF TRUST are not in general use. Chattel mortgages usually take their place.

CHattel MORTGAGES, if not accompanied by an immediate and continued change of possession of the things mortgaged, are void as to *bona fide* creditors, purchasers, mortgagees or other persons acquiring any subsequent interest therein, without actual notice thereof, unless the mortgage is recorded in the clerk's office of the county where the mortgagor resides; or, if the mortgagor is a non-resident, then in the county where the property is. The mortgage ceases to be a valid notice to third parties after the expiration of one year from the time of filing, unless within thirty days previous thereto an affidavit, setting forth the interest which the mortgagee has in the property, by virtue of such mortgage, is made and annexed to a copy thereof and filed as before.

#### DEEDS AND MORTGAGES :

*Acknowledgment of.*—If the acknowledgment or proof be taken out of the State and within the United States, it must be made before and certified by the chief justice, or an associate justice of the Supreme Court of the United States, or any judge or justice of the Supreme or Superior Court of any of the States or Territories, the mayor or chief magistrate of any incorporated town or city under its corporate seal; or by the judge or justice of any District or Circuit Court, Court of Common Pleas, chancellor of the State, District or Territory; or by a commissioner appointed by the Governor of this State for that purpose; or any officer authorized by the laws of the State where taken, if the grantor is a resident therein, to take the acknowledgment of deeds therein, if executed according to the laws of such State: *Provided*, that where the said acknowledgment or proof is made before any judge of a Court of Common Pleas or other officer, except as above provided for, the certificate shall be under the official seal of such officer, and certified to under the seal of the State or that of the Circuit or County Court in the county where executed. If executed out of the United States it may be taken before any court of law, or mayor or other chief magistrate of a city, borough or corporation of such foreign State or country where executed, certified by such officer in their usual manner of authenticating such instruments; or before any ambassador,

public minister, charge d'affaires, consul or vice-consul, secretary of legation, or the representative of the United States at any foreign court.

*Form of Acknowledgments.* See Appendix, *Forms*.

*Record of.*—All instruments, executed for the purpose of conveying any interest in real estate, shall be void and of no effect against a subsequent judgment creditor or *bona fide* purchaser, or mortgagee for a valuable consideration, not having notice thereof, unless such conveyance shall be acknowledged, or proved and recorded, or lodged for that purpose with the clerk of the Court of Common Pleas of the county in which such lands, tenements or hereditaments are situated, within fifteen days after the time of signing, sealing and delivering the same; but such instrument will nevertheless be valid and binding as between the parties and their heirs or personal representatives.

**ESTATES OF DECEASED PERSONS.**—Claims must be presented within nine months from the date of an order of the Orphans' Court, requiring them to be presented. If not presented within said nine months they will be forever barred, unless the claimant discovers property not before inventoried, or the estate shall prove sufficient to pay the same after satisfying all other claims. The notice is required to be given by hand-bills and publication in two or more public newspapers. The claims should be presented in writing, duly verified by the claimants, and contain a full and complete statement of the nature and amount thereof, together with the amount of credits, if any, made thereon. Where the estate is insolvent the expenses of the last sickness, funeral charges and judgment liens shall have the preference of payment in the order stated.

**EXECUTIONS.** See *Judgments* and *Exemptions*.

**EXEMPTIONS:**

**Homestead.**—The house and lot occupied as a residence by any householder, being the head of a family, to the value of \$1,000, is exempt from execution or attachment, provided the conveyance of the same to the debtor designates the fact that it is intended to be used and occupied as a homestead, or a notice to that effect is executed and recorded in the clerk's office of the county where the property is situated. The exemption continues

after the death of such householder until the youngest child becomes of the full age of twenty-one years, and until the death of the widow, provided it is continuously occupied by some member of the family as a homestead. No release or waiver of such homestead exemption shall be valid.

*Personal property* of the value of \$200 and wearing apparel of such debtor and his family is also shielded by the statute.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY :

*Legal Rate*, 7 per cent.

*Usury* forfeits all interest. The creditor in an action on an usurious contract may recover the principal sum loaned, less costs of action.

JUDGMENTS are a lien on all the real estate of the judgment debtor, not exempt from execution in the county where entered, for twenty years from the date of entry. By docketing in the Supreme Court the lien will cover all lands in the State. An execution is a lien on all the personal property of the defendant from the date of delivery to the sheriff. Judgments of Justices' Courts for more than \$10 become a lien, upon docketing the same in the Court of Common Pleas.

LIMITATION OF ACTIONS :

*Two Years*.—Libel and slander.

*Four Years*.—Actions upon a constable's bond and for personal damages.

*Six Years*.—Actions of trespass on real estate, and for taking, detaining, injuring or converting personal property; actions of debt, on simple contracts, for rent, on account, and on the case except for slander.

*Nine Years*.—Actions upon sheriffs' bonds.

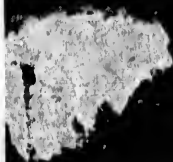
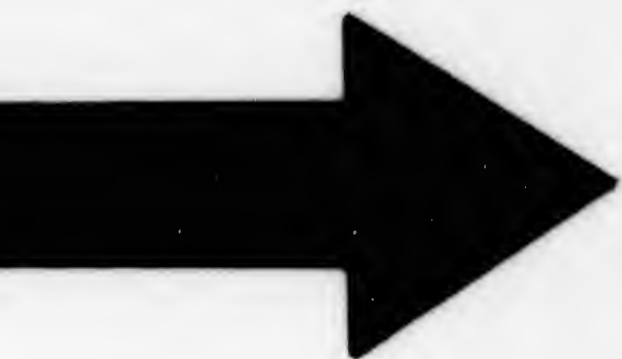
*Sixteen Years*.—Actions on instruments under seal.

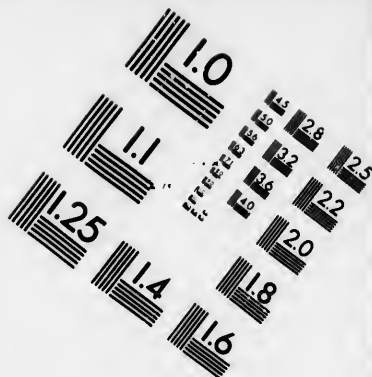
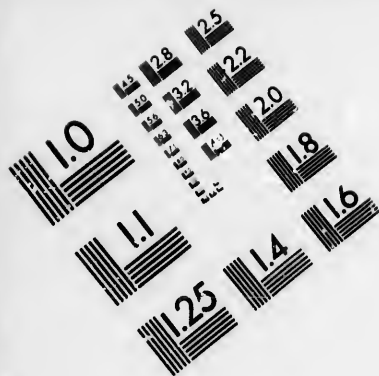
*Twenty Years*.—Actions for the possession or recovery of real estate, and upon record judgments.

Part payment, or verbal acknowledgment, or promise to pay a claim, will revive the running of the statute.

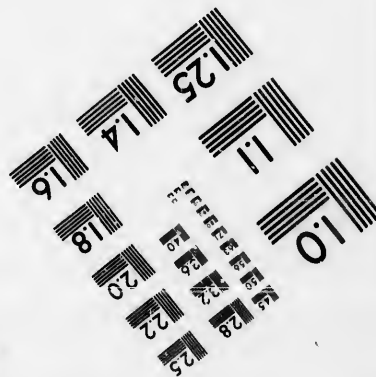
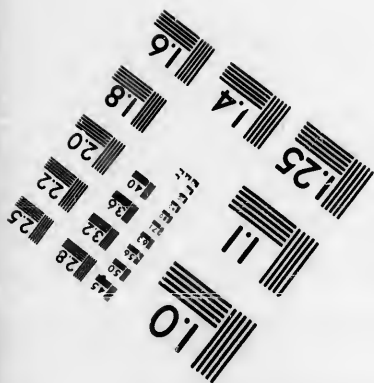
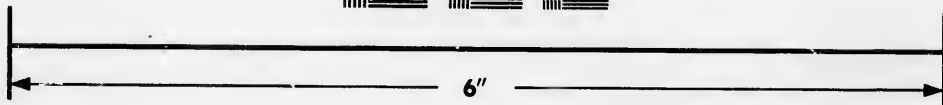
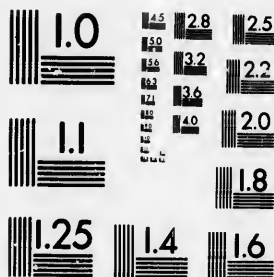
MARRIED WOMEN.—A married woman may retain and hold, for her separate use and benefit, all the property, real and personal, owned by her at the time of marriage or acquired during cover-







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ture by gift, grant, devise, bequest or descent; and she may dispose of the same by will, reserving the husband's estate by curtesy therein.

Her contracts during coverture, even though in reference to her separate property or in the transactions of her separate business as a *feme sole* trader, bind her separate estate *and that of her husband*, who may be sued with her thereon, and execution issue against him alone.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be executed in the presence of at least two subscribing witnesses.

## NEW JERSEY.

**BRIDGETON—Cumberland County.***Franklin F. Westcott.*

Franklin F. Westcott is a member of the New Jersey bar, of good standing and reputation.

GEO. S. WOODHULL,

*Justice of Supreme Court of N. J.*TRENTON, *March 12, 1869.***FREEHOLD—Monmouth County.***Acton C. Hartshorne.*

FREEHOLD NATIONAL BANKING COMPANY, }  
FREEHOLD, N. J., *April 12, 1873.* }

To S. F. KNEELAND, Esq. :

This is to certify that Acton C. Hartshorne, of this place, is a practicing lawyer of good standing, and we do cheerfully recommend him to you, especially as an active and energetic collector, always looking after the interest of his clients.

WM. STATESIR, *President.*J. L. TERHUNE, *Cashier.***HIGHTSTOWN—Mercer County.***Saml. M. Schanck.*

FIRST NATIONAL BANK OF HIGHTSTOWN, }  
HIGHTSTOWN, N. J., *Dec. 2, 1872.* }

*To whom it may concern :*

Saml. M. Schanck is a practicing lawyer of this place. He is one of the directors of this bank, and also our attorney and notary. In all his business connections with us he has given entire satisfaction. In his profession we consider him prompt, faithful and responsible.

Respectfully,

W. H. HOWELL, *Cashier.*

**JERSEY CITY** — New Jersey County.*Abraham B. Bunting.***NEWARK** — Essex County.*John W. Taylor* (State Senator).**NEW BRUNSWICK** — Middlesex County.*Absalom V. Schenck.***ORANGE** — Essex County.*Richard Darnstaedt.*NEWARK, *January 27, 1873.*

I hereby certify that Richard Darnstaedt above named, is a regularly admitted member of the New Jersey bar, and practices in the courts of this county, and that his professional standing is good.

C. L. CLIFFORD,

*Pres. Judge of Essex County Common Pleas.***PATERSON** — Passaic County.*Chas. E. Sandford.***RED BANK** — Monmouth County.*John S. Applegate.***SOMERVILLE** — Somerset County.*Bartine & Davis.*

JNO. D. BARTINE.

WM. H. DAVIS.

TRENTON, *March 4, 1873.*

I take pleasure in saying that the character and standing of the law firm of Bartine & Davis, of Somerville, in this State, as to ability or integrity, is beyond reproach or question.

Mr. Bartine has practiced in my district for the last seven years, and has recently associated with him, in practice of the law, Mr. Davis, a young member of the bar, of learning, industry and ability.

Yours, etc.,

E. DALRIMPLE, *Judge Sup. Court.*

VINELAND—Cumberland County.

Wm. A. House (ex-Member of Legislature).

VINELAND, N. J., April 21, 1873.

To whom it may concern:

This is to certify that I have been acquainted with William A. House, attorney at law, of this place, for the last twenty years, and fully recommend him to all who may desire to place business in his hands as a reliable and prompt attorney at law, and that he is a gentleman of good standing and credit.

WILLIS T. VIRGIL, *Cashier Vineland Safe Deposit Co.*

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## NEW MEXICO TERRITORY.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ARREST IN CIVIL ACTIONS is only granted where the debtor is about to abscond, and the claimant is thereby in danger of losing the enforcement of his claim.

ATTACHMENTS.—A creditor is entitled to an action of attachment against a debtor who is not a resident of the Territory, or who has absconded or concealed himself, or whenever any person or corporation is about to remove any of his or its property from the Territory, or has assigned, disposed of or secreted, or is about to assign, dispose of or secrete, any of his or its property, with intent to defraud creditors, or where the debt was contracted out of this Territory and the debtor has absconded, or secretly removed his property into this Territory with a like intent.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law.

DEEDS AND MORTGAGES may be acknowledged before the judge or clerk of any court of record of the United States, or of any of the States or Territories, or of any foreign State, dominion, kingdom or empire; the magistrate or presiding officer of any foreign city or municipal corporation under its corporation seal; a United States minister, consul or commissioner; or before any commissioner for New Mexico appointed for that purpose. The certificate must state that the person making the acknowledgment was personally known to such officer to be the person described in and who executed the instrument, or that he was proved to be such person by the oath of two credible persons known to such officer. Married women must be "separately examined," the

contents of the instrument being first explained by the officer taking the acknowledgment.

Conveyances affecting the title to real estate are not valid as to third parties until filed for record in the county where the property is situated.

**ESTATES OF DECEASED PERSONS.**—Claims should be presented within a year from the granting of letters testamentary or of administration.

**EXEMPTIONS.**—There is no homestead exemption. The following personal property is exempt to heads of families: Necessary clothing, beds, bedding and school books; \$25 worth of provisions and \$20 worth of necessary tools and implements.

**INTEREST AND USURY:**

*Legal Rate*, 6 per cent.

Allowable by written contract, 12 per cent.

*Usury* forfeits all interest.

**LIMITATION OF ACTIONS:**

*Ten Years.*—Actions for the recovery of real estate.

**WILLS** must be witnessed by three persons, in the presence of the testator.

## NEW MEXICO TERRITORY.

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### CINNAMON—Colfax County.

*Melvin W. Mills.*

Mr. Mills was recommended by the County Judge of Colfax county.

### SANTA FE—Santa Fe County.

*Conway & Risque.*

THOS. F. CONWAY (ex-District Attorney).

— RISQUE.

FIRST NATIONAL BANK OF SANTA FE, }  
SANTA FE, N. M., March 15, 1873. }

*To whom it may concern:*

We hereby recommend MESSRS. Conway & Risque as well qualified to undertake any legal business intrusted to them. They are prompt and faithful in the interests of their clients, and this testimonial is cheerfully accorded.

WM. W. GRIFFIN, *Cashier*.

## NEW YORK.

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 ENACTMENTS AFFECTING COMMERCE.
 

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ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS.—The non-imprisonment act of 1831 provides for the arrest of the defendant in a civil action on a contract when it shall satisfactorily appear by affidavit that there is a debt or demand due from the debtor amounting to more than \$25; and that,

1st. The debtor is about to remove any of his property out of the jurisdiction of the court in which suit is brought, with intent to defraud his creditors; or,

2d. That the debtor has property or rights in action, or some interest in any public or corporate stock, money or evidences of debt, which he unjustly refuses to apply to the payment of any judgment or decree which shall have been rendered against him by the complainant; or,

3d. That he has assigned, removed or disposed of, or is about to assign, remove or dispose of any of his property, with intent to defraud his creditors; or,

4th. That the debtor fraudulently contracted the debt, or incurred the obligation, respecting which suit is brought.

In addition to the above, the Code (§ 179) prescribes the following cases in which an order of arrest may be granted:

1st. In an action for the recovery of damages, on a cause of action not arising out of contract, where the defendant is not a resident, of the State, or is about to remove therefrom, and where the action is for an injury to person or character, or for injuring or for wrongfully taking, detaining or converting property.



2d. In an action for a fine or penalty, or on a promise to marry, or for money received, or property embezzled or fraudulently misapplied by a public officer or by an attorney, solicitor or counselor, or by an officer or agent of a corporation or banking association, in the course of his employment as such, or by any factor, agent, broker or other person in a fiduciary capacity, or for any misconduct or neglect in office or in a professional employment.

3d. In an action to recover the possession of personal property unjustly detained, where the property or any part thereof has been concealed, removed or disposed of, so that it cannot be found or taken by the sheriff, and with intent that it should not be so found or taken, or with the intent to deprive the plaintiff of the benefit thereof.

4th. When the defendant has been guilty of a fraud in contracting the debt, or incurring the obligation, for which the action is brought, or in concealing or disposing of the property for the taking, detention or conversion of which the action is brought; or when the action is brought to recover damages for fraud or deceit.

5th. When the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors.

But no female shall be arrested in any action, except for a willful injury to person, character or property.

Before making the order the judge shall require an undertaking to be filed by the plaintiff, in a sum not less than \$100. The order will be granted at any time before the entry of judgment, but not after. The defendant will be discharged upon giving bail, or depositing with the sheriff the amount of money mentioned in the order of arrest.

*Execution Against the Person.*—Where an execution against the property has been returned unsatisfied, in an action where, under the Code, an order of arrest could have been granted as above described, an execution against the person of the defendant may issue, provided the complaint, filed in the action, contains a statement showing one or more of such causes, or an order of arrest was served during the pendency of such action.

The sheriff must arrest the debtor against whom the execution issues, and hold him in custody until he pays the judgment or is

discharged according to law. The plaintiff may, after thirty days, procure the discharge of such debtor by sending a written request to the sheriff to discharge him.

**ATTACHMENTS.**—A warrant of attachment will issue during the pendency of an action on contract, or for the wrongful conversion of personal property, whenever it appears by affidavit that a cause of action exists against such defendant, specifying the amount of the claim and the grounds thereof, and that the defendant is either a foreign corporation or not a resident of this State, or has departed therefrom with the intent to defraud his creditors, or to avoid the service of a summons, or to keep himself concealed therein with the like intent; or that such corporation or person has removed or is about to remove any of his or its property from this State with the intent to defraud his or its creditors; or has assigned, disposed of or secreted, or is about to assign, dispose of or secrete any of his or its property with the like intent, whether such defendant be a resident of this State or not.

The plaintiff must also file an undertaking, with sufficient surety, conditioned in the sum of at least \$250, for the payment of all costs and damages that the defendant may recover or sustain in the proceedings.

**BILLS OF EXCHANGE AND PROMISSORY NOTES.**—The statutory provisions in relation to promissory notes do not materially change the provisions of the common law or law merchant. Sight drafts and bills of exchange, payable at sight, are due on presentation without grace, and no grace is allowed on notes payable on demand. Notes tainted with fraud or usury are void, even in the hands of an innocent holder for value.

**BILLS OF SALE** that contain any proviso of reverter, or any covenant or condition whereby, upon the happening of a certain event, the instrument shall become void or the property revert to the grantor, are held to be chattel mortgages, and must be recorded in the same manner as chattel mortgages. The title to personal property generally passes by delivery without a bill of sale.

**CHATTEL MORTGAGES** must be in writing, signed by the grantor or by his authority, and filed in the town or city where the mort-

gator resides at the time of executing the mortgage; and if he is not a resident of the State, then in the city or town where the property is at the time of the execution of the mortgage.

The lien of a mortgage ceases to be binding, as to creditors of the mortgagor, subsequent purchasers and mortgagees in good faith, after one year from filing, unless, within thirty days next preceding the expiration of the year, and each year thereafter, a copy thereof, to which is attached a sworn statement of the extent of the mortgagee's interest in the property is filed in the manner required for the filing of the original instrument.

**DEEDS AND MORTGAGES.**—If executed out of the State and within the United States, the acknowledgment of any written instrument may be taken before any judge of the United States courts, or judge of any Superior, District or Circuit Court of such State or Territory, or by any person certified to by the clerk of a court of record, as an officer entitled by the laws of such State to take the acknowledgment of deeds therein, or by any commissioner of deeds for this State, if taken in the city or county in which he resided at the time of his appointment. If executed without the United States and in Europe, or in other portions of America, the acknowledgment may be taken before any minister or charge d'affaires of the United States resident and accredited at the place of taking the same; or, in any other port or country, before any consul, vice-consul, deputy consul, commercial agent or consular agent of the United States resident in such foreign port or country. In the dominion of Canada it may be taken also before any court of record, or the mayor of any incorporated city, under their official seals.

The certificate of acknowledgment, in all cases, must show that the officer taking the same knew, or had satisfactory proof, that the person who made such acknowledgment or proof was the identical person described in and who executed the instrument, or a subscribing witness thereto.

*Form of Acknowledgments.* See Appendix, *Forms*.

**ESTATES OF DECEASED PERSONS.**—Claims must be presented in writing, duly verified, to the executors or administrators within six months from the first day of the publication of a notice to creditors to file the same. The notice may be published at any

time after the expiration of six months from the granting of letters, and is required to be published once a week for six months. Claims, therefore, presented within one year from the granting of letters testamentary, or of administration, will be in time to take the benefits of the first division of the proceeds of the estate. If such notice is duly published as stated, claims will be barred if not presented within the time limited therein.

Debts against the deceased rank in dignity as follows: 1st. Those entitled to preference according to the laws of the United States. 2d. Taxes assessed prior to the death of the deceased. 3d. Judgments and decrees according to their priority. 4th. All other claims.

EXECUTION. See *Judgments and Exemptions*.

EXEMPTIONS:

*Homestead*.—There shall be exempt from levy or attachment a homestead, owned and occupied by a resident householder, being the head of a family, to the value of \$1,000, provided that, in the conveyance to such person, it was designated for a homestead; or he shall file for record a notice to that effect in the county clerk's office of the county where the property is situated.

*Personal Property*.—The statute provides for the usual exemption of household articles in favor of a resident householder; also a family library and books to the value of \$50; ten sheep with their fleeces, and the yarn or cloth manufactured therefrom; one cow, two swine, and a team not exceeding the value of \$250, and necessary for the transaction of the debtor's business or profession, together with food necessary for such stock; provisions and fuel for the use of the debtor's family for sixty days; the implements of a mechanic to the value of \$25; a sewing machine in actual use, and building association shares to the value of \$600.

The exemption does not apply to the purchase-money of such articles, nor on a judgment in favor of a domestic for services rendered in the family of the debtor.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY:

*Legal Rate*, 7 per cent.

*Usury* forfeits both principal and interest, and is a misdemeanor which renders the usurer criminally liable.

**JUDGMENTS.**—A judgment is a lien upon real estate in the county where the judgment roll, or a transcript thereof, is docketed or filed. A judgment is barred by the statute of limitations in twenty years, but the lien only continues ten years from the entry of judgment.

*Executions* may be issued at any time within five years next after entry of judgment; and if execution has been returned unsatisfied within that time, it will issue as of course at any time thereafter during the life of the judgment. If no execution was issued within said five years, it can only issue thereafter by an order of the court.

When an execution has been returned by the sheriff unsatisfied, in whole or in part, the debtor may be examined in proceedings supplementary to execution touching his property and rights in action; and if any there be found, or if the debtor shall have made fraudulent transfers of the same, a receiver will be appointed by the court to take possession, or recover and dispose of such property for the benefit of the judgment creditor.

**LIMITATION OF ACTIONS:**

*One Year.*—An action against a sheriff for an escape.

*Two Years.*—Actions for libel, slander, assault and battery, and false imprisonment, and for the penalty or forfeiture of a statute, when the action is in favor of the State

*Three Years.*—Actions against sheriffs, coroners or constables on account of their official acts, and for the penalty or forfeiture of a statute, except as above limited.

*Six Years.*—Actions upon a contract, liability or obligation, except on contracts under seal; upon a liability created by statute other than a penalty or forfeiture; for trespass upon real property; for taking, detaining or injuring goods or chattels, or for the specific recovery thereof; for criminal conversation or any other injury to the person or rights of another not otherwise provided for herein; and for relief on the ground of fraud in cases heretofore solely cognizable by the Court of Chancery; the statute commencing to run upon the discovery of the fraud.

*Twenty Years.*—Actions for the recovery of real estate; upon sealed instruments and judgments of courts of record.

Any other action for relief must be brought within ten years from the time the cause of action arose.

Part payment, or a written acknowledgment or promise to pay, revives the running of the statute.

**MARRIED WOMEN.**—The property, real and personal, owned by any female at the time of her marriage, or acquired thereafter by inheritance, gift, grant, devise or bequest, from any person other than her husband, or by the trade, business, labor or services carried on or performed on her sole account, and the rents and profits thereof, shall be and remain her sole and separate property the same as if she was a single female, and shall not be liable to the disposal of her husband or liable for his debts; and she may bargain, sell, assign and transfer her separate property, or execute any contract in relation thereto, and carry on any trade or business, and perform any labor or services, on her sole and separate account.

Her promissory note or indorsement will bind her separate estate, provided the intent to do so is expressed in the instrument; and the courts have lately held that, where a promissory note is made or indorsed by the wife, knowing or intending that credit shall be given to such paper on account of her separate property, it shall be as valid and binding against her as if such intent was expressed in writing. But it seems that the wife cannot become a surety for the husband.

**PROMISSORY NOTES.** See *Bills of Sale*.

**WILLS** must be in writing and signed by the testator. Two witnesses are requisite, to whom the testator must declare that the instrument is his last will and testament. Each witness must sign his name in the presence and at the request of the testator.

Codicils must be executed and acknowledged in the same manner as the wills to which they are attached.

## NEW YORK.

**AFTON, NEW BERLIN, GREENE and SMYRNA—  
Chenango County.***Albert F. Gladding* (P. O., Norwich, N. Y.).THE NATIONAL BANK OF NORWICH, }  
NORWICH, N. Y., *April 4, 1873.* }

S. F. KNEELAND, Esq. :

SIR.—I am well acquainted with Albert F. Gladding, Esq., an attorney of this village, he is well qualified to undertake any legal business intrusted to him, and will promptly remit any money collected by him.

Yours, etc.,

WARREN NEWTON, *Cashier.*N. B. HALE, *Pres. Nat. Bank, Norwich.***ALBANY—Albany County.***Amasa J. Parker,**Amasa J. Parker, Jr.*

AMASA J. PARKER (ex-Member of Congress and Legislature, Justice of the Supreme Court of New York, Judge of the Circuit Court and Chancellor).

AMASA J. PARKER, JR. (U. S. Commissioner).

ALBANY CITY NATIONAL BANK, }  
ALBANY, *May 27, 1873.* }*To whom it may concern :*

Messrs. Amasa J. Parker & Son have been attorneys for this bank for several years past, and it affords me pleasure to say that, in all the business intrusted to their care, they have given us entire satisfaction, having proved themselves exceedingly prompt, faithful and energetic.

A. P. PALMER, *Cashier.*

(Please state particularly that claims are sent "for collection in accordance with the terms of this Association.")

**AMENIA — Dutchess County.***Geo. W. Ingraham.*FIRST NATIONAL BANK OF AMENIA, }  
AMENIA, N. Y., Dec. 6, 1872. }*To all whom it may concern:*

We are well acquainted with G. W. Ingraham, an attorney at law, of this place, and believe him well qualified to undertake any legal business intrusted to him. Mr. Ingraham is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

N. HEBARD, *Cashier First Nat. Bank, Amenia.*  
C. H. DAVIS, JR., *Assistant Cashier.*

**AMSTERDAM — Montgomery County.***M. L. Stover.*

To S. F. KNEELAND, Esq.:

I am well acquainted with Martin L. Stover, and cheerfully recommend him as an honest, competent attorney, and one faithful in the discharge of his duty and to the interests of his clients.

S. PULVER HEATH, *County Judge and Surrogate.*

I heartily concur in the above.

J. McDERMOTT, *Prest. First Nat. Bank.*

AMSTERDAM, Jan. 2, 1873.

**AUBURN — Cayuga County.***Warren A. Worden.*

Warren A. Worden is a director in this bank and is entitled to credit.

CHARLES O'BRIEN,  
*Cashier Auburn City Nat. Bank, Auburn, N. Y.*

We, the undersigned cashiers of National Banks at Auburn, N. Y., believe Warren A. Worden to be entirely trustworthy, and competent to discharge the duties which may be intrusted to him as attorney for the Merchants' Protective Law Association.

J. N. STARIN, *Cashier Cayuga Co. Nat. Bank.*  
C. H. MERRIMAN.



**AVOCA — Steuben County.****A. M. Spooner.**

Refers to any of the following parties: Hon. T. A. Johnson, Justice Supreme Court; Hon. G. T. Spencer, Judge Steuben County Court, of Corning, N. Y.; or Steuben County Bank, Bath, N. Y., and to all the business men of Avoca; also, to the following testimonial by Judge Spencer:

CORNING, *June 5, 1873.*

I hereby certify that A. M. Spooner, Esq., of Avoca, Steuben county, is a member of the bar of said county, of good standing and reputation, and entitled to confidence for ability and integrity.

GEO. T. SPENCER, *County Judge of Steuben Co.*

**BAINBRIDGE — Chenango County.****Sumner & Beverly.**

CHAS. B. SUMNER.

JOHN BEVERLY.

I can testify to the efficiency and character of this firm.—[Ed.

**BALDWINSVILLE — Onondaga County.****N. M. White.**

THE FIRST NATIONAL BANK OF BALDWINSVILLE, }  
BALDWINSVILLE, N. Y., *Nov. 14, 1872.* }

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I can cheerfully recommend Mr. N. M. White, attorney and counselor at law, of this village, as in every way qualified to represent your association here, to your entire satisfaction.

Yours very truly,

W. F. MORRIS, *Cashier.*

**BELLEVILLE — Jefferson County.****E. B. Hawes & Son.**

EDW. B. HAWES.

H. CLAY HAWES.

**BERGEN—Genesee County.****L. L. Crosby.**OFFICE OF COUNTY JUDGE OF GENESSEE COUNTY, }  
BATAVIA, N. Y., *March 17, 1873.* }

I hereby certify that I am well acquainted with L. L. Crosby, attorney at law, residing at Bergen, Genesee county, N. Y.; that he has a good professional standing for integrity, and that business intrusted to him will be promptly and conscientiously performed, in my opinion.

L. N. BANGS, *Co. Judge Gen. Co.***BERLIN—Rensselaer County.****H. W. Saunders.**

After a long and thorough acquaintance, I can cordially indorse H. W. Saunders as being both prompt and reliable.

E. WOOSTER,

*Counselor at Law, 53 Congress St., Troy, N. Y.***BINGHAMTON—Broome County.****Neri Pine.**

During the past four years I have been personally acquainted with Neri Pine, Esq., of Binghamton, he being my class-mate in the Albany Law University. I consider him a prompt, able and persistent lawyer, and perfectly trustworthy.—[Ed.]

**BOONVILLE—Oneida County.****Leander W. Fiske** (ex-Member of Legislature of the State of New York).S. C. THOMPSON'S BANK. }  
BOONVILLE, N. Y., *June 4, 1873.* }

We certify that we are personally acquainted with L. W. Fiske, of Boonville, N. Y., and believe him to be respectable in character, prompt and upright in his business relations.

Respectfully yours,

S. A. JOHNSON, *Cashier.*

**BREWSTER'S — Putnam County.***A. J. Miller.*

CROTON RIVER NATIONAL BANK OF SOUTH-EAST NEW YORK, }  
 BREWSTER'S, N. Y., Nov. 16, 1872. }

*To whom it may concern :*

We have had numerous occasions to require the services of Mr. A. J. Miller as an attorney and counselor in prosecuting claims of this bank. We deem him well qualified to transact any legal business which may be given him in charge, and consider him prompt and reliable in forwarding the interests of his clients. It is with cheerfulness that this testimonial is given.

F. E. FOSTER, *Cashier.*

**BROOKLYN — Kings County.***A. H. & W. E. Osborn.*

ALBERT H. OSBORN (ex-Comptroller).  
 WM. E. OSBORN.

A. H. & W. E. Osborn, of the city of Brooklyn, are lawyers of high standing for responsibility, integrity and eminent legal attainments.

J. W. GILBERT, *Justice of the Supreme Court  
 of the State of New York.*

**BUFFALO — Erie County.***Wadsworth & White.*

GEO. WADSWORTH (ex-District Attorney).  
 T. C. WHITE.

Messrs. Wadsworth & White refer to any of the Judges in Erie county, or to the officers of any National Bank in Buffalo. We consider them one of the strongest firms in western New York. [Ed.

**CANAJOHARIE — Montgomery County.***David Spraker* (formerly State Senator).

Hon. David Spraker is vice-president of the National Spraker's Bank of Canajoharie, and a lawyer of known integrity and responsibility.—[Ed.

**CARTHAGE—Jefferson County.****Francis & Pratt.**

ALONZO H. FRANCIS.  
STEPHEN R. PRATT.

HORR, HOLCOMB & Co.'s BANK, }  
CARTHAGE, N. Y., November 16, 1872. }

Messrs. Francis & Pratt act as attorneys for us. They are prompt, efficient, reliable and responsible.

HORR, HOLCOMB & CO.

**CATSKILL—Greene County.**

**John A. Griswold** (ex-County Court Judge, District Attorney, Surrogate and Member of Congress).

CATSKILL, Greene county, N. Y., }  
Feb. 14, 1873. }

I am acquainted with John A. Griswold of this village personally and by reputation. He is a lawyer in good standing in his profession.

S. S. DAVY, *President Farmers' National Bank.*

**CLEVELAND—Cswego County.****Henry Garber.****COHOCTON—Steuben County.**

**John H. Butler** (ex-District Attorney).

BATH, N. Y., March 15, 1873.

I have been for many years well acquainted with John H. Butler, Esq., of Cohocton, Steuben county, an attorney and counselor of the Supreme Court. He has heretofore occupied the position of District Attorney of the county, and is a lawyer of good standing in his profession.

D. RUMSEY, *Justice Supreme Court.*

**COHOES—Albany County.**

**Samuel W. Lovejoy** (ex-Asst. U. S. Assessor, now City Attorney for Cohoes).

ALBANY, N. Y., June 20, 1873.

*To whom it may concern:*

This is to certify that Samuel W. Lovejoy, Esq., an attorney practicing at Cohoes, N. Y., is of good moral character and respectable standing in the Albany county bar.

T. J. VAN ALSTYNE, *County Judge, Albany Co.*

**COOPERSTOWN—Otsego County.****Samuel A. Bowen.**

Mr. Bowen is now District Attorney for Otsego county, and an able and upright lawyer.—[Ed.]

**CORNING—Steuben County.****Ellsworth D. Mills.**

Ellsworth D. Mills, of Corning, New York, is a reliable and responsible attorney.

GEORGE T. SPENCER,  
*County Judge of Steuben County.*

CORNING, N. Y., Nov. 20, 1872.

**DELHI—Delaware County.****Abram C. Crosby.**

DELAWARE NATIONAL BANK, }  
DELHI, N. Y., April 12, 1873. }

*To whom it may concern :*

We are well acquainted with Abram C. Crosby, Esq., of Delhi, N. Y., who is an attorney and counselor at law in active practice, and is well qualified to transact such legal business as may be intrusted to him, and we take great pleasure in recommending him to all who may have such business to do. He is honest, prompt and faithful.

CHARLES MARVINE, *President.*

W. H. GRISWOLD, *Cashier.*

The above testimonial is merited, and I cordially indorse the same.

WILLIAM MURRAY, JR., *Justice of Sup. Court.*

**DOWNSVILLE—Delaware County.****Ephraim L. Holmes.**

DELHI, Dec. 28, 1872. .

*To whom it may concern :*

I hereby certify that I am well acquainted with E. L. Holmes, attorney and counselor at law ; that he is well qualified to undertake any legal business intrusted to him, and that he is prompt and faithful in the interests of his clients, and is in good standing among the profession in this county and vicinity.

EDWIN D. WAGNER, *County Judge of Del. Co.*

**DUNKIRK**—Chautauqua County.*Edwards & Hinckley.*

FRANCIS S. EDWARDS (ex-Member of Congress and Special County Judge).

**ELIZABETHTOWN**—Essex County.*Dudley & Perry.*

A. K. DUDLEY (District Attorney).

MILES C. PERRY.

Messrs. Dudley & Perry, attorneys at law, residing and practicing at this place, are well known to me, and I can bear testimony to their good character and business qualifications. They are perfectly reliable and responsible.

B. POND, *County Judge of Essex County.*ELIZABETHTOWN, N. Y., *April 8, 1873.***ELMIRA**—Chemung County.*E. B. Youmans.*ELMIRA, N. Y., *January 2, 1873.*S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—It gives me pleasure, in this manner, to certify to the high standing, professionally and morally, of Mr. E. B. Youmans, of this city.

G. M. DIVEN, *Atty. at Law.*P. S. SPAULDING, *Chemung Co. Judge.*J. L. McDOWELL, *Mem. Board of Education.*GEO. O. HANLON, *Sheriff Chemung County.***FISHKILL**—*See WAPPINGER'S FALLS.***FORDHAM**—Westchester County.*See APPENDIX.***FORT PLAIN**—Montgomery County.*F. F. Wendell.**To whom it may concern:*

I am personally acquainted with F. F. Wendell, Esq., of Fort Plain, in the county of Montgomery, and with his standing as a

member of the legal profession. He is a young man of integrity, industry and energy, and of correct habits. As a lawyer he is not inferior to any young man of his profession in the county, and I esteem him as a man of decided merit.

S. PULVER HEATH, *Co. Judge of Montgomery Co.*  
AMSTERDAM, *March 10, 1873.*

**FRANKFORT — Herkimer County.**

*J. A. & A. B. Steele.*

JOSIAH A. STEELE.  
ABRAM B. STEELE.

**FULTON — Oswego County.**

*W. J. Townsend.*

This is to certify that I am well acquainted with W. J. Townsend, and can recommend him as a prompt and faithful attorney, and well qualified to undertake any legal business intrusted to him.

GEO. M. CASE,  
*Cashier Citizens' National Bank Fulton Co.*

**GLOVERSVILLE — Fulton County.**

*C. M. Parke.*

C. M. Parke, Esq., of Gloversville, N. Y., is an attorney at law of good standing, and justly merits confidence.

McINTYRE FRASER, *County Judge Fulton County.*  
*December 28th, 1872.*

**GRANVILLE — Washington County.**

*O. F. Thompson* (formerly Judge of Washington county).

NATIONAL BANK OF SALEM, }  
SALEM, N. Y., *October 28, 1872.* }

To S. F. KNEELAND, Esq., *Albany:*

I have been well acquainted with Hon. O. F. Thompson, of Granville, N. Y., for many years, and consider him well qualified to transact any legal business, and believe him to be prompt and responsible as a man and a lawyer.

Yours respectfully,

B. F. BANCROFT, *President.*

**GREENBUSH** — Rensselaer County.*See APPENDIX.***GREENWICH** — Washington County.*Job G. Sherman.***HAMBURGH** — Erie County.*Abraham Thorn* (formerly Surrogate for Erie county).**HAMMONDSPORT** — Steuben County.*B. Bennett.***HERKIMER** — Herkimer County.*Ezra Graves* (formerly Judge and Surrogate of Herkimer county).

I am well acquainted with the character and standing of Hon. Ezra Graves as a man and member of the legal profession, and take pleasure in recommending him as a man entitled to confidence. He is honest and upright, and well qualified to transact any legal business intrusted to his charge.

AMOS H. PRESCOTT, *County Judge Herkimer Co.*

Dated HERKIMER, Oct. 23, 1872.

**HOLLEY** — Orleans County.*Orange A. Eddy.*

ORLEANS COUNTY SURROGATE'S OFFICE, }  
ALBION, N. Y., Feb. 4, 1873.

This may certify that I am personally acquainted with Orange A. Eddy, Esq., of Holley, in this county, and have been for many years, and I know him to be a gentleman of the strictest integrity, a good lawyer, and he has the entire confidence of the community where he resides, and is entitled to the confidence of all.

JOHN G. SAWYER,

*County Judge of Orleans Co., N. Y.*



**HUDSON — Columbia County.***Samuel Edwards.*

FIRST NATIONAL BANK OF HUDSON, }  
 HUDSON, N. Y., Nov. 20, 1872. }

I confidently recommend Mr. Samuel Edwards, an attorney of this city, as competent and reliable in business matters intrusted to him.

R. B. SHEPARD,  
*Cashier First National Bank, Hudson, N. Y.*

**HUNTINGTON — Suffolk County.***Henry C. Platt* (ex-Member of Legislature).

STATE OF NEW YORK, }  
 County of Suffolk, } ss.:

I, John R. Reid, County Judge of Suffolk county, do hereby certify that I am well acquainted with Henry C. Platt, Esq. He is one of our most active lawyers, of excellent standing, and of professional integrity and personal worth. I most cheerfully commend him as "up in his profession," energetic in prosecuting cases, and generally successful in all professional ventures.

JOHN R. REID, *County Judge of Suffolk Co.*

**ILION — Herkimer County.***F. P. McWenny.*

ILION NATIONAL BANK, Nov. 9, 1872.

We have had occasion to use Mr. F. P. McWenny as an attorney for this bank, and have found him well qualified to undertake any legal business intrusted to him, and prompt and faithful in the interest of his clients, and entirely trustworthy.

F. C. SHEPARD, *Cashier.*

**JAMESTOWN — Chautauqua County.***Abner Hazeltine, Jr.*

CHAUTAUQUA COUNTY NATIONAL BANK, }  
 JAMESTOWN, N. Y., Jan. 9, 1873. }

To whom it may concern:

A. Hazeltine, Jr., is a worthy, competent and upright attorney.

D. N. MARVIN, *Cashier.*

Abner Hazeltine, Jr., is an attorney and counselor of mature age, and is competent, trustworthy, and any professional business may be safely intrusted to him.

R. P. MARVIN,  
*Justice of the Supreme Court, New York.*

**JEFFERSON** — Schoharie County.*Moses E. Wilcox.***KINGSTON** — Ulster County.*Carpenter & Fowler.*

OLIVER P. CARPENTER (ex-Surrogate Ulster county).  
CHARLES A. FOWLER (District Attorney).

**LIBERTY** — Sullivan County.*George H. Carpenter.*

LIBERTY, N. Y., Dec. 2, 1872.

*To whom it may concern:*

This is to certify that I, Timothy F. Bush, County Judge of Sullivan county, New York, am well acquainted with George H. Carpenter, and know him to be of good character and standing, and well qualified to undertake any legal business intrusted to him. Mr. Carpenter is prompt and faithful in the discharge of his professional duties and in the interest of his clients, and I take pleasure in recommending him.

T. F. BUSH, *County Judge of Sullivan Co., N. Y.***LIVINGSTON** — Columbia County.*Robert Hood.*

HUDSON, March 17, 1873.

This will certify that Mr. Robert Hood is an attorney and counselor at law, at Livingston, Columbia county, New York, is practicing law in this county and in good standing.

THEODORE MILLER,  
*Justice Supreme Court of New York.*

**LOCKE** — Cayuga County.*John E. Cropsey.***LOCKPORT** — Niagara County.*L. F. & G. W. Bowen.*

Messrs. L. F. & G. W. Bowen have transacted business for us, and have always given satisfaction.—[ED.]

**LYONS—Wayne County.***Joseph Welling* (ex-District Attorney).MIRICK & COLE, BANKERS, }  
LYONS, N. Y., April 23, 1873. }

S. F. KNEELAND, Esq.:

DEAR SIR.—Colonel J. Welling has long resided in this county. We know him personally, and take great pleasure in bearing testimony to his ability and integrity. He will faithfully execute any trust that may be reposed in him.

Respectfully yours,

MIRICK &amp; COLE.

**MALONE—Franklin County.***H. A. Taylor* (ex-District Attorney).

I certify that I am well acquainted with Horace A. Taylor, Esq., and that he is an honest, responsible and reliable attorney and counselor at law.

ALBERT HOBBS, *County Judge, Franklin Co.***MIDDLETOWN—Orange County.***Dill & Royce.*

CHAS. G. DILL.

WM. B. ROYCE.

MIDDLETOWN, April 28, 1873.

*To whom it may concern:*

We are well acquainted with Dill & Royce, attorneys of this place, and have been several years. Their personal and professional standing is good, and we believe them to be fully responsible, pecuniarily and otherwise, for all business and legal matters they may undertake.

WM. EVANS,

W. L. GRAHAM, *Cashier First National Bank,*  
*Middletown, N. Y.*

**NEWBURGH—Orange County.**

*Chas. St. John Vail.*

HIGHLAND NATIONAL BANK,  
NEWBURGH, N. Y., Nov. 20, 1872. }

To S. F. KNEELAND, Esq.:

DEAR SIR.—Chas. St. John Vail, Esq., is well known to us as a lawyer in good standing, of the strictest integrity, good business habits, and we have no doubt will faithfully perform all business intrusted to his care.

Yours respectfully,

ALFRED POST, *President.*

M. C. BELKNAP, *Cashier.*

S. W. FULLERTON, *County Judge of Orange Co.*

**NEW ROCHELLE—Westchester County.**

*Edmund J. Porter* (ex-Member N. Y. Legislature).

**NEW YORK—City and County.**

*Bushnell & Albright* (No. 287 Broadway).

JOHN C. BUSHNELL.

JAMES P. ALBRIGHT.

*Associate Counsel:*

S. JONES, *late Judge Superior Court.*

Messrs. Bushnell & Albright refer, *by permission*, to

Hon. John L. Freedman, Justice Superior Court, N. Y. city.

Hon. Samuel Jones, late Justice Superior Court, N. Y. city.

Hon. James C. Spencer, late Justice Superior Court, N. Y. city.

Hon. Joseph F. Barnard, Judge Supreme Court N. Y., 2d Dist.

Hon. A. B. Tappan, Judge N. Y. Supreme Court, 2d Dist.

D. D. Craig, Cashier Iron Nat. Bank, Morristown, New Jersey.

**NORWICH—Chenango County.**

*Chas. Shumway.*

Refers to Hon. E. H. Prindle, M. C. and Hon. H. G. Prindle, County Judge of Chenango county, or to Andrew Shepardson, County Clerk of Chenango county.

**NYACK—Rockland County.**

*Abram O. Demarest.*

**OGDENSBURGH—St. Lawrence County.****L. Hasbrouck, Jr.**

I certify that L. Hasbrouck, Jr., is an attorney of good professional standing.

A. B. JAMES, *Justice Sup. Ct.*

OGDENSBURGH, Oct. 22, 1872.

**ONEIDA—Madison County.****Jas. B. Jenkins.**

Reference, if required, Oneida Valley National Bank, of Oneida; Barnes, Stark & Munroe, Bank of Oneida. I am attorney for both of these banks.

J. B. J.

**ONEONTA—Otsego County.****J. H. & M. Keyes.**

JAS. H. KEYES (ex-District Attorney).

MELVILLE KEYES.

**OSWEGO—Oswego County.****Rhodes & Parkhurst.**

CHAS. RHODES.

GEO. W. PARKHURST.

**OXFORD—Chenango County.****Dwight H. Clarke** (ex-Judge of Surrogate and District Attorney of Chenango county).

Hon. Dwight H. Clarke is an excellent lawyer, a prompt and skillful practitioner, and a man of unimpeachable probity of character.

J. M. PARKER, *Justice Supreme Court.***OWEGO—Tioga County.****Lyman Settle.**

Lyman Settle is an attorney and counselor at law, practicing in the Supreme and County Courts of this State, in good standing and reputation.

J. M. PARKER,

*Justice of the Supreme Court of New York.*

OWEGO, N. Y., December 17, 1869.

**PATCHOGUE**—Suffolk County.*Richard Jennings.***PHENIX**—Oswego County.*Lorenzo W. Robinson.**To whom it may concern:*

This is to certify that I have known Lorenzo W. Robinson for the last fifteen years, and believe him well qualified to undertake any legal business intrusted to him, and is prompt, honest and faithful in the interests of his clients, and this testimonial is cheerfully accorded.

CYRUS WHITNEY, *Oswego County Judge.*

OSWEGO, February 22, 1873.

**PLATTSBURGH**—Clinton County.*Geo. H. Beckwith.*

SARATOGA SPRINGS, November 1, 1872.

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I have known Mr. G. H. Beckwith, of Plattsburgh, N. Y., ever since he was admitted to practice, and take pleasure in certifying to his ability, faithfulness and integrity. He is well qualified to take charge of and conduct any legal business intrusted to him. Indeed, I regard him one of the leading lawyers of his county.

A. BOCKES, *Justice of Supreme Court.*

**PORT BYRON**—Cayuga County.

*C. W. Haynes* (formerly Special Surrogate, Cayuga county).

**PORTLANDVILLE**—Otsego County.*Robert M. Townsend.***POUGHKEEPSIE**—Dutchess County.*See APPENDIX.***PULASKI**—Oswego County.

*Nathan B. Smith* (formerly Member of Legislature).

PULASKI NATIONAL BANK, PULASKI, N. Y.

*To whom it may concern:*

We have employed Mr. N. B. Smith as an attorney for this bank on several occasions, and he has discharged the business

intrusted to his attention to our satisfaction. Mr. S. is faithful and prompt, and we believe him well qualified to perform any legal business in which his services may be required.

J. H. CLARK, *Cashier.*

**RHINEBECK**—*See* WAPPINGER'S FALLS.

**ROCHESTER**—**Monroe County.**

**H. & G. H. Humphrey.**

HARVEY HUMPHREY (ex-County Judge).

GEORGE H. HUMPHREY.

H. & G. H. Humphrey have practiced their profession for many years in this city, and I cheerfully recommend them as responsible lawyers, and worthy in every respect of confidence and patronage.

All business intrusted to them will be conducted ably, with fidelity and promptness.

E. DARWIN SMITH, *Justice Supreme Court.*

ROCHESTER, N. Y., *Dec.* 23, 1872.

H. & G. H. Humphrey have practiced their profession for many years in this city, and I cheerfully recommend them as responsible lawyers, and in every respect worthy of credit and patronage.

T. A. JOHNSON, *Justice of the Sup. Ct. of N. Y.*

**SARATOGA SPRINGS**—**Saratoga County.**

**Carr & Peters.**

JOHN J. CARR.

ELIAS H. PETERS.

THE COMMERCIAL NATIONAL BANK OF SARATOGA SPRINGS.

*To whom it may concern:*

We have on several occasions made use of Messrs. Carr & Peters as attorneys for this bank, and have found them well qualified to undertake any legal business intrusted to them. They are faithful and prompt in their clients' interest.

S. H. RICHARDS, *Cashier.*

**SCHAGHTICOKE**—**Rensselaer County.**

*Elihu Butts.*

**SCHENECTADY — Schenectady County.***E. W. Paige.*

SCHENECTADY, N. Y., Dec. 12, 1872.

S. F. KNEELAND, Esq.:

MY DEAR SIR.—Mr. E. W. Paige, a member of the Schenectady bar, is well known by me to be a young man of character, ability and responsibility.

PLATT POTTER, *Justice Supreme Court.***SCHENEVUS — Otsego County.***C. H. Graham.*

SCHENEVUS, Nov. 30, 1872.

We, the undersigned, take pleasure in recommending C. H. Graham, Esq., of Schenevus, Otsego county, N. Y., as being a lawyer well qualified to undertake any legal business intrusted to him. Mr. Graham is prompt and efficient in collecting, and faithful in the interest of his clients.

H. CHESTER,

*Cashier T. C. & Co.'s Bank.*JAS. M. THOMPSON, *Supervisor.*J. T. THOMPSON, *Merchant,**and Prest. of Thompson, Chester & Co.'s Bank.*M. F. PERRY, *Merchant.*SAML S. EDICK, *Otsego Co. Judge.***SHERBURNE — Chenango County.***Delos L. Atkyns.*

OFFICE OF SHERBURNE NATIONAL BANK, }  
SHERBURNE, N. Y., Dec. 26, 1872. }

This certifies that D. L. Atkyns has transacted business as attorney for the above named bank, and we believe him qualified to attend to such legal business as may be intrusted to him, and that any such business would be attended to with ability, promptness and dispatch.

J. PRATT, *Prest. Sherburne Nat. Bank.***SIDNEY PLAINS — Delaware County.***Chas. T. Alverson.*



**SKANEATELES — Onondaga County.****Wm. G. Ellery.**SKANEATELES SAVINGS BANK, *Nov. 27, 1872.**To whom it may concern:*

Wm. G. Ellery is the regular attorney of this bank, and in all the business intrusted to him by us he has proved himself well qualified and prompt in the discharge of his duties. Clients will find him faithful and capable.

JOSIAS GARLOCK, *Treasurer.*

BANKING-HOUSE OF C. PARDEE & Co.,  
 SUCCESSOR TO FIRST NATIONAL BANK OF SKANEATELES. }

We cheerfully indorse the above recommendation.

AUGT. TREMAIN, *Cashier.***STAMFORD — Delaware County.****Jas. H. McKee.**

I take pleasure in certifying, from my personal knowledge of the character and qualification of my friend, Jas. H. McKee, Esq., that he will faithfully discharge any duties that may devolve upon him through the influence of our Association. I deem him thoroughly honest, capable and devoted to his professional demands.—[Ed.]

**SYRACUSE — Onondaga County.****Sedgwick, Kennedy & Tracy.**

CHAS. B. SEDGWICK (ex-Member of Congress).

CHAS. H. SEDGWICK.

GEO. N. KENNEDY (ex-Member of Senate, New York State).

WM. G. TRACY.

References: Hon. Le Roy Morgan, Justice Supreme Court;  
 Hon. Chas. Andrews, Judge Court of Appeals.

**THREE MILE BAY, CHAUMONT and DEPAUVILLE — Jefferson County.****Chas. A. Kelsey** (P. O., Watertown, N. Y.).*To whom it may concern:*

This is to certify that I am personally acquainted with Mr. C. A. Kelsey, Esq., a member of the bar of Jefferson county; that I

consider him well qualified to transact legal business. He is faithful in the interest of his clients, and is successful with cases in the County Court. This testimonial is, therefore, most cheerfully given.

A. H. SAWYER, *County Judge of Jefferson Co.*

WATERTOWN, December 16, 1872.

**TROY — Rensselaer County.**

*Cole & Wilkinson.*

EDMUND L. COLE.

ALMADUS WILKINSON.

I hereby certify that Almadus Wilkinson, Esq., is a lawyer of integrity and good professional standing.

E. SMITH STRAIT, *Rens. Co. Judge.*

December 4, 1873.

**TRUMANSBURG — Tompkins County.**

*J. De Motte Smith.*

I hereby certify that I believe J. De Motte Smith, of Trumansburg, N. Y., to be a gentlemanly and reputable attorney.

RANSOM BALCOM, *Justice of the Supreme Court, Sixth Judicial District, N. Y.*

**UNADILLA — Otsego County.**

*Clifford S. Ames* (ex-Member of Legislature).

CLIFFORD S. AMES, Esq.:

BINGHAMTON, March 1, 1873.

DEAR SIR.—I take pleasure in certifying to your good standing as a lawyer, and good character in every respect. I do not hesitate to say that, in my opinion, any business intrusted to you will be faithfully and properly managed.

Very respectfully yours,

RANSOM BALCOM, *Justice of the Sup. Ct.*

**UTICA — Oneida County.****Conkling, Lord & Coxe.**

ROSCOE CONKLING (U. S. Senator, formerly Member of Congress).

SCOTT LORD (formerly Judge of Livingston County).

ALFRED COXE.

FIRST NATIONAL BANK OF UTICA }  
(STATE BANK OF UTICA), }  
UTICA, N. Y., Nov. 30, 1872. }

*To whom it may concern:*

I am well acquainted with Messrs. Conkling, Lord & Coxe, attorneys at law of this city, and know them to be distinguished alike for capacity, efficiency and fidelity in the conduct of matters intrusted to their care.

P. V. ROGERS, *Cashier.*

**VALATIE — Columbia County.****Farrar & Gardener.****WAPPINGER'S FALLS, FISHKILL, RHINEBECK  
and PINE PLAINS — Dutchess County.**

*Jno. W. Bartrum* (P. O., Wappinger's Falls).

I know J. W. Bartrum, Esq., to be an attorney of integrity and ability.—[Ed.]

**WARRENSBURGH — Warren County.**

*Thomas Cunningham.*

*April 18, 1873.*

I hereby certify that Thomas Cunningham, of this place, is perfectly responsible, an active lawyer, sharp collector.

FRED. V. BURHANS,

*Director Glen's Falls Nat. Bank.*

**WATERTOWN — Jefferson County.**

*F. W. Hubbard* (formerly Justice of the Supreme Court and Judge of the Circuit Court of the State of New York).

Testimonial waived.

**WATERVILLE — Oneida County.**

**Utley & Coggeshall.**

HENRY T. UTLEY (formerly District Attorney and Special County Judge).

HENRY J. COGGESHALL (now Member of the Legislature, formerly Assistant District Attorney).

**WATKINS — Schuyler County.**

**B. W. & C. M. Woodward.**

B. W. WOODWARD (ex-Judge County Court and Surrogate).

C. M. WOODWARD.

SCHUYLER COUNTY BANK,  
SUCCESSOR TO FIRST NATIONAL BANK OF WATKINS,  
WATKINS, N. Y., April 17, 1873. }

S. F. KNEELAND, Esq. :

SIR.—We consider B. W. & C. M. Woodward, attorneys, able and prompt men to transact any law business you may send to them. They do the most of our legal business.

Very truly yours,

W. M. PELLET.

J. D. PAYNE, *President.*

**WAVERLY — Tioga County.**

**Wm. F. Warner** (formerly Special County Judge).

We are acquainted with Wm. F. Warner, attorney at law of Waverly, Tioga county, and very cheerfully certify to his fitness, as to character and legal abilities, for any business pertaining to his profession with which he may be intrusted.

F. E. PLATT, *Cashier Tioga Nat. Bank of Owego.*

CHARLES A. CLARKE, *Co. Judge of Tioga Co.*

**YONKERS — Westchester County.*****Wm. Riley.****To whom it may concern :*

I have observed the practice as an attorney and counselor at law of William Riley, of Yonkers, Westchester county, New York, at the bar of the said county, and believe him to be well qualified to undertake any legal business intrusted to him. Mr. Riley appears to be prompt and faithful in the interest of his clients, and I very cheerfully accord him this testimonial.

SILAS D. GIFFORD, *Westchester Co. Judge.*

WHITE PLAINS, Dec. 31, 1872.

## NORTH CAROLINA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS may hold and enjoy all lands acquired by them in this State, either by way of purchase, descent or devise. See title, "*Rights of Aliens*."

ARREST.—The provisions in relation to arrest in civil actions, imprisonment for debt and attachments, are similar to those in the State of New York. See *New York*.

ATTACHMENTS. See *Arrest*.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law, except that the indorser on a promissory note is only liable as a surety. No protest is therefore necessary, and upon default the maker must be immediately and vigorously pursued at law to hold the indorser.

BILLS OF SALE are only valid as to third parties when registered, or followed by delivery and continued change of possession.

CHATTEL MORTGAGES are valid when registered in the county where the mortgagor resides, or followed by a change of possession of the mortgaged property.

DEEDS AND MORTGAGES may be acknowledged or proved before any commissioner for the State of North Carolina, or before a commissioner specially appointed by a probate judge in this State for that purpose, or before the highest judicial officers in the State where executed, under their seal of office; and if taken out the United States, before the chief magistrate of a city, under its corporate seal, or any ambassador, minister, consul or commercial agent of the United States, under their official seal. The acknowl-

edgment of a married woman must be taken separate and apart from her husband.

*Form of Acknowledgments.* See Appendix, *Forms*.

*Record of.*—Deeds and mortgages and other instruments in writing by which any interest in real estate is conveyed, excepting leases for three years or under, must be duly filed for probate and recorded within two years from the date thereof.

ESTATES OF DECEASED PERSONS.—Notice must be given to all creditors within twenty days from the granting of letters, to present their claims within a certain time therein limited, generally one year thereafter; creditors not presenting their claims within the specified time, lose the benefit of the division by the executors or administrators of the property in their hands; but they may, nevertheless, collect their claims thereafter from the persons succeeding to the property of the deceased as heirs, devisees or legatees. The debts of the deceased rank in dignity as follows: 1st. Specific liens. 2d. Funeral expenses. 3d. Taxes. 4th. Debts due the State or the United States. 5th. Judgment liens. 6th. Wages and medical services for one year preceding the decease. 7th. All other debts and demands.

EXECUTIONS. See *Judgments*.

EXEMPTIONS:

*Homestead* includes any real estate occupied and selected by the debtor, being a resident and householder, to the value of \$1,000.

*Personal property* to the value of \$500, to be selected by such debtor, is also exempt from execution.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY:

*Legal Rate*, 6 per cent.

*Allowable by special contract in writing*, 8 per cent

*Usury* forfeits all interest, but does not affect the principal.

JUDGMENTS of the courts of record operate as liens on real estate in the county where perfected, or where transcripts thereof are docketed. A judgment of a justice's court becomes a lien from the date of levy under execution, or from the filing of a transcript thereof in the superior court of the county where rendered.

## LIMITATION OF ACTIONS:

*Six Months.*—Actions for slander.

*One Year.*—Actions against a public officer for trespass under color of his office, or for the escape of a prisoner arrested on civil process; upon a statute for a penalty or forfeiture, and for personal wrongs.

*Three Years.*—Actions on any contract, obligation or liability, except official bonds and sealed instruments; upon a liability created by statute other than a penalty or forfeiture; for trespass on real property, or taking, detaining or injuring personal property, and for the specific recovery of personal property.

*Seven Years.*—Actions on justices' judgments.

*Ten Years.*—Actions on judgments of a court of record; sealed instruments; for the foreclosure or redemption of a mortgage, and actions for relief, not otherwise provided for.

MARRIED WOMEN may retain and control all their separate property, real or personal, but cannot make valid executory contracts, and are not personally liable for any debt contracted during coverture.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS require two witnesses, except where a will is found among the valuables of the deceased or lodged by him for safe-keeping in the hands of some friend, and wholly in the handwriting of the testator, in which case no witness is required, provided the signature can be proved by three disinterested persons.



## NORTH CAROLINA.

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### CHARLOTTE — Mecklenburg County.

#### *Jones & Johnston.*

HAMILTON C. JONES (formerly State Senator).

ROBERT D. JOHNSTON.

This firm, who come to us well indorsed, will take charge of business in the counties of Lincoln, Anson, Stanly and Cabarras, as well as for Mecklenburg county.

### ELIZABETH CITY — Pasquotank County.

#### *Wm. F. Martin.*

ELIZABETH CITY, N. C., *Jan. 7, 1873.*

S. F. KNEELAND, Esq.:

DEAR SIR.—I have known Col. Wm. F. Martin well, from the beginning of his professional life (now near thirty years), and know that he enjoys, in a high degree, a well deserved reputation for ability as a lawyer, and integrity in all his business relations.

Very respectfully,

G. W. BROOKS, *Judge U. S. Dist. Ct. for N. C.*

### FAYETTEVILLE — Cumberland County.

#### *John W. Hinsdale.*

FAYETTEVILLE NATIONAL BANK, }  
FAYETTEVILLE, N. C., *April 22, 1873.* }

I am well acquainted with Col. John W. Hinsdale, an attorney of this place, and I know him to be reliable in every particular. Any business intrusted to him will be promptly attended to.

WM. HUSKE, *Cashier*

**GOLDSBOROUGH — Wayne County.**

*Smith, Strong & Smedes.*

WM. N. H. SMITH.

GEORGE V. STRONG (formerly District Solicitor, Third Judicial District).

A. K. SMEDES.

NEWBERN, N. C., Dec. 16, 1872.

This is to certify that the firm of Smith, Strong & Smedes consists of Wm. N. H. Smith, George V. Strong and A. K. Smedes, reliable attorneys, in good standing of my court, and that the senior members of said firm are among the leading lawyers of this State, and none better.

WM. J. CLARKE,

*Judge S. C. Third Judicial District of North Carolina.*

**GRANVILLE — Pitt County.**

*S. S. Wallace.*

**LEXINGTON — Davidson County.**

*John H. Welborn.*

Recommended by a prominent and responsible member from North Carolina.

**MIDDLETON — Hyde County.**

*Lewis H. Barron.*

**MURPHY — Cherokee County.**

*Rolen & Cooper.*

JOHN ROLEN (Member of Legislature).

JAMES W. COOPER.

Recommended

R. H. CANNON, *Judge Twelfth Jud. Dist.*

**NEWBERN — Craven County.**

*Leonidas J. Moore* (ex-State Senator of North Carolina).

OFFICE OF JUDGE THIRD JUD. DIST., NEWBERN, N. C., }  
*April 14, 1873.*

I hereby certify that L. J. Moore, of Newbern, N. C., is a lawyer of good standing, and duly authorized to practice in all the courts

of this State, and I cheerfully commend him to the favorable consideration of all persons having need of his professional services.

WM. J. CLARKE, *Judge of Sup. Court.*

**NEW SALEM—Randolph County.**

*Howgill Julian* (formerly Presiding Justice County Court).

**OXFORD—Granville County.**

*Jno. W. Hayes.*

STATE NATIONAL BANK, }  
RALEIGH, N. C., March 21, 1873. }

S. F. KNEELAND, Esq.:

DEAR SIR.—Yours to hand. We have known Mr. John W. Hayes, attorney at law, Oxford, N. C., long and well. He stands very high in his profession, as prompt, reliable, energetic and attentive to his business. Indeed, we consider you as fortunate in numbering him among your correspondents.

Very respectfully,

JOHN G. WILLIAMS, *President.*

**RALEIGH—Wake County.**

*Thos. P. Devereux.*

CITIZENS' NATIONAL BANK OF RALEIGH, }  
RALEIGH, N. C., June 6, 1873. }

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I am requested to state the standing of Mr. T. P. Devereux, a lawyer of this city, in connection with a law collection agency. Mr. Devereux is a member of the bar in Raleigh, is a man of high character and standing, and I have no hesitation in saying that any business intrusted to him will be promptly and efficiently done.

Respectfully,

W. E. ANDERSON, *Pres.*

I concur in the above recommendation.

R. M. PEARSON,  
*Chief Justice of Supreme Court of N. C.*

NORTH CAROLINA.

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**SALISBURY — Rowan County.**

*John S. Henderson.*

SALEM, February 28, 1873.

I certify that John S. Henderson, of Salisbury, Rowan county, practices law in several of the Superior Courts in the Eighth Judicial District of North Carolina; that he is an attorney of good standing, and attentive to the duties of his profession.

JOHN M. CLOUD, *Judge Eighth Ju. Dist. of N. C.*

**WARRENTON — Warren County.**

*Chas. A. Cook.*

Recommended by

JOHN M. CLOUD, *Judge, etc.*

**WAYNESVILLE — Haywood County.**

*W. B. & G. S. Ferguson.*

WEBSTER, N. C., Dec. 23, 1872.

Messrs. W. B. & G. S. Ferguson are prompt and reliable lawyers, and by their energy and ability they have merited the liberal patronage they now receive. I have marked with pleasure the prompt and energetic manner in which they secure their clients' interests.

R. H. CANNON, *Judge of the Twelfth Judicial District of North Carolina.*

**WENTWORTH — Rockingham County.**

*S. F. Watkins.*

**WILMINGTON — New Hanover County.**

*Marsden Bellamy* (formerly County Solicitor).

## OHIO.

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ENACTMENTS AFFECTING COMMERCE.

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ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS.—The defendant may be arrested in a civil action by filing with the clerk of the court in which the action is brought a bond for double the amount claimed in the complaint, together with an affidavit of the creditor, or his authorized agent or attorney, made before the judge of any court of the State, or clerk thereof, or justice of the peace, stating the nature of the claim, that it is just, and the amount thereof, and establishing one or more of the following particulars :

1st. That the debtor has removed or begun to remove some of his property out of the jurisdiction of the court, with intent to defraud his creditors.

2d. That he has begun to convert his property, or a part thereof, into money for the purpose of placing it beyond the reach of his creditors.

3d. That he has property or rights of action which he fraudulently conceals.

4th. That he has assigned, removed or disposed of, or is about to assign, remove or dispose of, or has begun to dispose of his property, or a part thereof, with intent to defraud his creditors.

5th. That he fraudulently incurred the obligation, or contracted the debt, for which suit is about to be or has been brought.

The sheriff, on receipt of the order of arrest, shall at once take the debtor into custody and hold him until bail is given, or the amount of money stated in the order shall have been deposited, or he is discharged by the court.

ATTACHMENTS will be granted in a civil action for the recovery of money, where the plaintiff files an affidavit with the clerk of the court in which the action is or is about to be brought, setting forth the nature of the claim, that it is just, and the amount thereof, and showing, further, the existence of one of the following grounds:

1st. That the debtor, or one of the several debtors, is a non-resident or foreign corporation; or,

2d. Has absconded with the intent to defraud his creditors; or,

3d. Has left the county of his residence to avoid the service of summons; or,

4th. So conceals himself that summons cannot be served upon him; or,

5th. Is about to remove his property, or a part thereof, out of the jurisdiction of the court with the intent to defraud his creditors; or,

6th. Is about to convert his property, or a part thereof, into money for the purpose of placing it beyond the reach of his creditors; or,

7th. Has property or rights in action which he conceals; or,

8th. Has assigned, removed or disposed of, or is about to assign, remove or dispose of his property, or a part thereof, with the intent to defraud his creditors; or,

9th. Has fraudulently contracted the debt, or incurred the obligation, for which suit has been or is about to be brought.

No bond is required when the debtor is a non-resident or foreign corporation; and the order for attachment is only granted against such parties where the demand is upon a contract, judgment or decree.

Where the order is granted for any of the other causes before mentioned, a bond must be filed for double the amount claimed by the plaintiff.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law.

BILLS OF SALE are valid when executed and filed in the same manner as chattel mortgages.

CHATTEL MORTGAGES must be filed with the clerk of the township or city where the mortgagor resides, if a resident of this

State; otherwise with the clerk of the township or city in which the property lies; and within thirty days next preceding the expiration of a year from the execution thereof they must be re-filed, with a sworn statement of the amount due and claimed thereon, or such mortgages will be absolutely void as to subsequent purchasers, creditors and mortgagees in good faith.

But filing is not necessary as between the parties to a mortgage, or persons having actual notice of its existence, or when the mortgaged property is in the possession of the mortgagee.

**DEEDS AND MORTGAGES.**—All instruments in writing affecting the title to real estate, except leases for three years or under, must be signed by the grantor, his authorized agent or attorney, in the presence of two or more subscribing witnesses, duly acknowledged, sealed, delivered and recorded in the clerk's office of the county where the property is situated.

The acknowledgment may be taken without the State before a judge of the Supreme Court, or a Court of Common Pleas, justice of the peace, notary public, mayor or other presiding officer of an incorporated town or city, a commissioner for the State of Ohio or a United States consul.

*Form of Acknowledgments. See Deeds.*

**ESTATES OF DECEASED PERSONS.**—Claims should be presented to the executor or administrator within nine months from the date of his appointment, and the estate must be settled within eighteen months from the time of granting letters of administration. Actions upon disputed claims must be commenced within six months from their rejection, except where a claim is not due; then in six months from the time when it becomes due.

Actions against executors or administrators are barred in four years from the time of their giving bonds, without the cause of action accrued or property is discovered after the expiration of the said four years.

Debts of the deceased rank in dignity as follows: 1st. Funeral expenses, expenses of last sickness and costs of administration. 2d. Twelve months' support for the wife and children. 3d. Debts entitled to a preference by the laws of the United States. 4th. Taxes and debts due the State. 5th. All other debts.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY :

*Legal Rate*, 6 per cent.

*Allowable* by special contract, 8 per cent.

*Usury* invalidates the excess over 6 per cent.

JUDGMENTS.—A judgment entered during term time is a lien on the real estate of the defendant in the county where recovered from the first day of the term; but judgments by confession, or rendered the same term at which action was commenced, operate as a lien from the date of recovery.

If execution be not taken out and levied before the expiration of one year next after the rendition of a judgment, it shall not operate as a lien to the prejudice of any other *bona fide* judgment creditor; and if execution is not sued out within five years the lien ceases and the judgment becomes dormant.

*Executions* are a lien on the personal property of the defendant from the date of delivery to the sheriff.

LIMITATION OF ACTIONS :

*One Year*.—Actions for libel, slander, assault, battery, malicious prosecution, false imprisonment, and statutory penalties or forfeiture.

*Two Years*.—An action for forcible entry and detention of real estate.

*Four Years*.—Actions for trespass on real property; for taking, detaining, injuring, or for the specific recovery of personal property; for injuries to the rights of the plaintiff not hereinbefore enumerated, and for relief on the ground of fraud.

*Six Years*.—Actions upon contracts not in writing, express or implied, and upon statutory liabilities, except as hereinbefore limited.

*Fifteen Years*.—Actions upon written instruments.

*Twenty-one Years*.—Actions for the recovery of real estate.

A cause of action which arose in another State between non-residents of this State, and is barred there, is also barred in the State of Ohio.

*Revivor*.—A part payment, or written acknowledgment, or promise to pay.

MARRIED WOMEN may hold, enjoy and dispose of all the prop-



erty, real and personal, owned by them at marriage or acquired during coverture by gift, grant, devise, bequest or inheritance, or by the product of their own labor.

A married woman may contract in reference to her separate property; but the law does not favor the carrying on or conducting a separate business by the wife as long as she lives with or is supported by the husband.

The husband may be joined with the wife in all actions to which she is a party, except those in relation to her separate property, in which case she must sue by her next friend.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be in writing, signed by the testator or by some other person in his presence and by his request, and attested by at least two witnesses, who must attach their names at the end thereof in the presence of the testator and of each other.

## OHIO.

**ATHENS—Athens County.****A. G. & H. T. Brown.**

ATHENS, O., Jan. 11, 1873.

*To whom it may concern :*

I certify that I am well acquainted with Messrs. A. G. & H. T. Brown, of Athens, O., and that they are lawyers in good standing, and deemed by me to be efficient and perfectly reliable and responsible collectors.

JOHN WELCH, *Judge Sup. Court.***BARNESVILLE—Belmont County.****N. J. Manning.**

BARNESVILLE, O., Dec. 4, 1872.

I have had occasion to use N. J. Manning as an attorney on several occasions, and have found him well qualified to undertake any legal business intrusted to him. Manning is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

JOHN BRADFIELD,

*President First Nat. Bank of Barnesville, O.***BATAVIA—Clermont County.****George L. Swing** (ex-Judge of Probate Court).**BELLAIRE—Belmont County.****Joseph B. Smith.**

THE FIRST NATIONAL BANK, }  
 BELLAIRE, Ohio, May 10, 1873. }

S. F. KNEELAND, Esq., *Albany, N. Y. :*

DEAR SIR.—This is to certify that I am acquainted with J. B. Smith, Esq., of this city, having known him for a long time as an

attorney in good standing. Any business intrusted to his care will be attended to with promptness and honor.

Respectfully,

A. P. TALLMAN.

**BELLEFONTAINE — Logan County.**

***E. J. Howenstine.***

BELLEFONTAINE, O., Oct. 28, 1872.

*To whom it may concern:*

E. J. Howenstine is an attorney residing at Bellefontaine, in Logan county, Ohio. He is energetic, competent, trustworthy, and makes collections a specialty.

JAS. LIESTER, *Cashier Bellefontaine Nat. Bank.*

WM. LAURENCE, *Prest. B. Nat. Bank.*

R. LAMB, *Cash. People's Bank, Bellefontaine, O.*

**CANTON — Stark County.**

***Levi M. Jones.***

CANTON, Ohio, January 23, 1873.

*To whom it may concern:*

We, the subscribers, cheerfully recommend L. M. Jones as an able and reliable attorney and collector; that he is well qualified to attend to any legal business which he may undertake, and that he is prompt and faithful in the interests of his clients.

ED. W. PAGE, *Clerk of Courts Stark Co., Ohio.*

JAS. W. UNDERHILL, *Probate Judge.*

GEO. D. HARTER & BROS., *Bankers.*

**CARROLLTON — Carroll County.**

***A. P. Mortland.***

A. P. Mortland, Esq., is a member of the bar of this county of good standing and reputation as a lawyer, of industrious habits, perfectly reliable and responsible.

I. H. TAYLOR, *Clerk of Courts.*

**CHILLICOTHE — Ross County.****Beach & Lawrence.**

THOMAS BEACH.

WILLIAM V. LAWRENCE.

ROSS COUNTY NATIONAL BANK, }  
 CHILLICOTHE, Ohio, Dec. 27, 1872. }

*To whom it may concern :*

Having known Thomas Beach & Win. V. Lawrence, attorneys of this city, for some years past, we would cheerfully state from our knowledge that their business habits and qualifications, as active and careful business men, are good, and that they are well qualified to undertake and prosecute any business intrusted to them, being prompt and faithful in the interests of their clients, and we very cheerfully accord this testimony in their behalf.

A. PEARSON, *President.*B. P. KINGSBURY, *Cashier.*

We cordially indorse the above testimonial.

P. G. GRIFFIN, *Clerk of Courts, Ross Co., Ohio.*W. H. SAFFORD, *Judge Court of Common Pleas,  
Second Subd. Fifth Jud. Dist. of Ohio.***CINCINNATI — Hamilton County.****Christy, Wright & Simon** (No. 57 W. Third street).

ROBERT CHRISTY (formerly Member of Ohio Legislature).

IRVIN B. WRIGHT.

ISRAEL M. SIMON.

CINCINNATI, *May 26, 1873.*

Messrs. Christy, Wright & Simon are practicing attorneys in this city, and well qualified to attend to any business intrusted to them. I cheerfully give this testimonial of their faithfulness to the interest of their clients and to their ability.

M. H. TILDEN, *Judge Superior Court.***CLEVELAND — Cuyahoga County.****J. & J. C. Hutchins.**

JOHN HUTCHINS (ex-Member of Congress).

JOHN C. HUTCHINS.

**COLUMBUS — Franklin County.****Otto Dresel** (ex-Member of Legislature).COLUMBUS, O., *Jan. 21, 1873.*

Mr. Otto Dresel, attorney at law, residing in this city, is an experienced, reliable and responsible practicing lawyer, faithful in the interests of his clients, and well qualified to attend to any legal business intrusted to him.

JOHN S. GREEN, *Presiding Judge of the Court of Common Pleas of Franklin Co., Ohio.*

**CRESTLINE — Crawford County.****Nathan Jones** (formerly Prosecuting Attorney).BUCYRUS, O., *Oct. 26, 1872.**To whom it may concern:*

This certifies that I am personally and intimately acquainted with N. Jones, Esq., attorney at law, of Crestline. He is an able lawyer, a prompt and energetic business man, who will faithfully attend to all business intrusted to his care.

ABNER M. JACKSON,  
*Judge of the Court of Common Pleas.*

**DAYTON — Montgomery County.****J. J. Belville.**DAYTON, Ohio, *Feb. 21, 1873.*S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I have known Mr. J. J. Belville, attorney of this city, for about ten years, indeed ever since he entered upon the practice. He is careful, prudent and reliable, as an attorney, and stands well in the community and among the profession. I am sure he will faithfully serve those who intrust business to him.

H. ELLIOTT, *Judge Com. Pleas Ct., Second Dist., O.*

SECOND NATIONAL BANK, }  
DAYTON, Ohio, *Feb. 22, 1873.* }

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—Mr. J. J. Belville has practiced law in this city for some years. I regard him as prompt and reliable.

Respectfully,

CHARLES E. DRURY, *Cashier.*

THE DAYTON NATIONAL BANK, }  
DAYTON, O., Feb. 22, 1873. }

S. F. KNEELAND, Esq. :

DEAR SIR.—J. J. Belville, attorney, of our place, has been in business here several years, and has sustained a reputation for promptness and correct dealing so far as I have heard or known.

Yours,

W. S. PHELPS, *Cashier.*

#### DEFIANCE—Defiance County.

*S. T. Sutphen* (is Prosecuting Attorney for Defiance county).

DEFIANCE, O., Dec. 24, 1872.

To S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I am acquainted with S. T. Sutphen, Esq., and know him to be an attorney well qualified to attend to any business in the line of the legal profession. He is prompt and reliable.

Yours respectfully,

JACOB I. GREENE, *Probate Judge.*

#### DELPHOS—Allen County.

*John King.*

VAN WERT, O., Dec. 12, 1872.

John King, Esq., is an attorney and counselor at law in my Judicial District, residing at Delphos. I regard him as a safe and judicious attorney in the prosecution and collection of claims, or other matters committed to his charge in that line of practice. He has the reputation of being prompt.

E. M. PHELPS, *one of the Judges of the  
Third Judicial District, Ohio.*

I take pleasure in concurring in the above.

JOS. BOEHMER, *Cashier, First Nat. Bank, Delphos, O.*

#### DELTA—Fulton County.

*Brailey, Geer & Waters.*

MOSES R. BRAILEY (formerly Comptroller and State Treasurer).

B. T. GEER.

OCTAVIUS WATERS.

**EATON — Preble County.****Jacob H. Foos.**FIRST NATIONAL BANK OF EATON, }  
EATON, O., Oct. 29, 1872. }*To whom it may concern:*

We have been personally acquainted with J. H. Foos, Esq., an attorney at this place, for several years, and take pleasure in stating that he is a good lawyer, a man of excellent character and standing, and entirely reliable and trustworthy.

C. F. BROOKE, *Cashier.*W. M. BROOKE, *Prest.***ELYRIA — Lorain County.****Geo. Olmstead** (formerly District Attorney).

ELYRIA, O., May 2, 1873.

*Merchants' Protective Law Association, Albany, N. Y.:*

GENTS.—George Olmstead, Esq., of this place, is a member of the legal profession, a gentleman of good legal attainments and of high integrity, and stands well with the profession.

Respectfully,

W. W. BOYNTON, *Judge Lorain Co. Com. Pleas.***GREENVILLE — Darke County.****Henry M. Cole.****FREMONT — Sandusky County.****A. B. Putman** (formerly Prosecuting Attorney).OFFICE PROBATE COURT, SANDUSKY COUNTY, Ohio, }  
FREMONT, February 19, 1873. }S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I can cheerfully recommend A. B. Putman, of Fremont, O., as a practicing attorney in good standing in his profession, and well worthy of being a member of the Merchants' Protective Law Association.

Very respectfully, your obed't serv't,

F. WILLMER, *Probate Judge Sandusky County, O.*

**JEFFERSON — Ashtabula County.***E. Jay Pinney.***KENTON — Hardin County.***King & Watt.*

JOHN D. KING.

JAMES WATT (Prosecuting Attorney).

BANK OF EXCHANGE AND DEPOSIT, }  
KENTON, Ohio, Dec. 21, 1872.S. F. KNEELAND, Esq., *Attorney at Law* :

DEAR SIR.—We desire to refer you to Messrs. King & Watt, of this place. They are both gentlemen of fine ability and legal attainments, honorable and responsible, and have an extensive practice in this county.

Respectfully,

D. THOMSON, *Cashier.***LANCASTER — Fairfield County.***Henry C. Drinkle.***McCONNELSVILLE — Morgan County.***Granger & Foulke.*

MOSES M. GRANGER (ex-Judge).

W. M. FOULKE (Prosecuting Attorney).

**MANSFIELD — Richland County.***Geo. W. Statler.*

MANSFIELD, Ohio, Feb. 25, 1873.

Mr. S. F. KNEELAND :

DEAR SIR.—Mr. Geo. W. Statler, who is an attorney of this city, is well qualified to attend to any legal business intrusted to him. He is honest, as well as prompt and faithful, in the interests of his clients, and this testimonial is cheerfully accorded.

GEO. W. GEDDES, *Judge of Common Pleas Court.*



**MARIETTA — Washington County.***Rodney K. Shaw.*

MARIETTA, Ohio, Dec. 7, 1872.

S. F. KNEELAND, Esq.:

I hereby certify that Rodney K. Shaw, of Marietta, Ohio, is a lawyer of good standing, and well qualified to undertake legal business intrusted to him. He will be found prompt and faithful to the interests of his clients.

In testimony whereof, I have hereunto set my hand and [L. s.] affixed my official seal, this 6th of December, A. D. 1872.

A. W. McCORMICK, *Judge P. C., W. Co., Ohio.***MATAMORAS — Washington County.***Jasper Lisk.*

OFFICE OF THE JUDGE OF PROBATE COURT, }  
MARIETTA, Ohio, Feb. 8, 1873. }

I certify that Jasper Lisk, Esq., of Matamoras, Ohio, is a member of the bar of Washington county, in good standing in the profession, and in good repute for promptness and integrity.

Witness my hand and the seal of the Probate Court, at [L. s.] Marietta, this eighth day of February, A. D. 1873.

A. W. McCORMICK, *Judge P. C., W. Co., Ohio.***MOUNT VERNON — Knox County.***Wm. R. Sapp* (ex-Member of Congress).

MOUNT VERNON, Ohio, Feb. 21, 1873.

*To the Merchants' Protective Law Association, Albany, N. Y.:*

I am well acquainted with Hon. William R. Sapp, as an attorney at law, and know him to be well qualified to undertake any legal business intrusted to his care. Mr. Sapp is prompt and faithful in the interest of his clients, and this testimonial I cheerfully accord to him.

JOHN ADAMS,

*Judge Sixth Judicial District of Ohio.***NEWARK — Licking County.***Samuel M. Hunter* (Prosecuting Attorney, formerly City Attorney).

**NORWALK — Huron County.****J. & C. L. Kennan.**JAIRUS KENNAN.  
CORTLAND L. KENNAN.**OTTAWA — Putnam County.****Day Pugh.**C. H. RICE & Co., BANKERS,  
OTTAWA, Ohio, *January 27, 1873.* }S. F. KNEELAND, Esq., *Attorney, Albany, N. Y.:*

DEAR SIR.—Your favor of 23d received and noted. In reply, we would say that we have known Day Pugh, attorney of this place, for ten years. He is a man of honesty and integrity. He is a lawyer of fair ability, entirely responsible for business intrusted to him, and one of the best collectors in the country.

Yours respectfully,

C. H. RICE &amp; CO.

**PAULDING — Paulding County.****Geo. W. Cox.**PROBATE JUDGE'S OFFICE, Paulding County, }  
PAULDING, Ohio, *April 11, 1873.* }*To all whom it may concern:*

Geo. W. Cox, the applicant in this case, is a person of good standing in this community, and of the necessary legal qualifications to transact any business that may be intrusted to his care.

[L. s.]

• DAVID C. CAREY, *Probate Judge.***PERRYSBURGH — Wood County.****Geo. Strain** (formerly Prosecuting Attorney).TIFFIN, Ohio, *March 17, 1873.**To whom it may concern:*

This is to certify that George Strain, of Perrysburgh, Wood county, Ohio, is an attorney and counselor at law in the several Courts of Record of said State, in good standing; and is entitled to all confidence for ability, integrity and promptness, in his profession and as a citizen.

Truly,

JAMES PILLARS, *Judge of Court of Common Pleas and Dist. Court of said County.*

**PORT CLINTON — Ottawa County.***Jas. H. Magruder* (formerly Prosecuting Attorney).**PORTSMOUTH — Scioto County.***F. C. Searl* (formerly County Judge).THE FIRST NATIONAL BANK OF PORTSMOUTH, }  
PORTSMOUTH, Ohio, December 21, 1872. }

We have been acquainted with F. C. Searl, Esq., attorney at law, of this place, for a number of years. He is careful and reliable in the discharge of his business, and we cheerfully recommend him to any one who may need his services.

Very respectfully,

JAMES Y. GORDON, *Cashier.*

I cordially indorse the above, and cheerfully recommend Mr. Searl as a competent, careful, prompt and responsible attorney.

J. J. HARPER, *Judge Common Pleas Court.***RAVENNA — Portage County.***W. B. Thomas.***RIPLEY — Brown County.***Baird & Young.*

CHAMBERS BAIRD (ex-State Senator).

WM. D. YOUNG.

FIRST NATIONAL BANK OF RIPLEY, Ohio, }  
RIPLEY, Brown Co., O., Nov. 11, 1872. }*To whom it may concern:*

We have had occasion to employ Messrs. Baird & Young as attorneys for this bank on several occasions, and have found them well qualified to undertake any legal business intrusted to them. They are prompt and faithful in the interests of their clients, and this testimonial is cheerfully accorded.

W. T. GALBRAITH, *Cashier.*

**SALEM — Columbiana County.****Henry C. Jones.**OFFICE OF THE FIRST NATIONAL BANK OF SALEM, }  
SALEM, Ohio, October 30, 1872. }*To whom it may concern:*

We have used Mr. H. C. Jones as the attorney for this bank, and have always found him well qualified to undertake any legal business intrusted to him. Mr. J. is prompt and faithful in the interest of his clients, and we cheerfully recommend him to all.

RICHARD POW, *Cashier.***SANDUSKY — Erie County.****Samuel C. Wheeler.**

SANDUSKY, Ohio, June 12, 1873.

S. F. KNEELAND, Esq., *Albany, N. Y.:*

SIR.—S. C. Wheeler, of this city, is a regular practicing attorney in the Common Pleas and other courts herein, a notary public and collector of claims, a man of good character and worthy of confidence—a safe man to intrust with business.

Very respectfully,

L. S. HUBBARD,

*President Second Nat. Bank, Sandusky.***SIDNEY — Shelby County.****Martin & Martin.**

WM. J. MARTIN.

BENJ. F. MARTIN.

Refer to Hon. Ira Harris, LL.D., Albany, N. Y., and Prof. Isaac Edwards, of the Albany Law University.

**SPRINGFIELD — Clarke County.****J. Warren Keifer** (formerly State Senator).THE MAD RIVER NATIONAL BANK OF SPRINGFIELD, O., }  
SPRINGFIELD, Ohio, March 6, 1873. }*To the Merchants' Protective Law Association of Albany, N. Y.:*

We regard Gen. J. Warren Keifer, of this city, as a man of the highest character, a sound lawyer, and one who in legal and business matters is prompt and trustworthy.

Yours respectfully,

J. W. BALDWIN, *President.*THOMAS F. MCGREW, *Cashier.*

**TIFFIN — Seneca County.****Jacob K. Huddle.**

THE NATIONAL EXCHANGE BANK OF TIFFIN, O., }  
 TIFFIN, Ohio, December 18, 1872. }

This is to certify that I am well acquainted with J. K. Huddle, Esq., attorney of this place, and am pleased to commend him as a gentleman of eminent personal character, prompt and energetic in business and worthy of confidence and patronage.

O. C. ZELLER, *Cashier Nat. Exchange Bank.*

THE FIRST NATIONAL BANK OF TIFFIN, }  
 TIFFIN, Ohio, 19th December, 1872. }

*To whom it may concern :*

We had occasion to use J. K. Huddle, Esq., as an attorney for this bank on several occasions, and have found him well qualified to undertake any legal business intrusted to him. Mr. H. is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

J. T. HUSS, *Cashier.*

**TOLEDO — Lucas County.****John Fitch, Jr.**

This is to certify that John Fitch, Jr., is of good moral character and of respectable standing as a member of the Lucas county bar.

JOSHUA R. SENEY,

*Judge of the Court of Com. Pleas of Lucas Co., O.*

TOLEDO, June 14, 1873.

**VAN WERT — Van Wert County.****Martin Knupp** (P. O., Ottawa, Ohio).

OTTAWA, Ohio, January 28, 1873.

I hereby certify that Martin Knupp is an attorney of good standing in this county.

JOHN KUHN, *Probate Judge of Putnam Co., Ohio.*

**WAPAKONETTA — Auglaize County.****R. McMurray.**

**WARREN — Trumbull County.***George P. Hunter.***WAUSEON — Fulton County.***W. C. Kelly.*

Cordially recommended.

A. S. LATTY, *Judge Com. Pleas, Fulton Co.***WELLSVILLE — Columbiana County.***J. W. Reilly* (formerly Member of Ohio Legislature).FIRST NATIONAL BANK OF WELLSVILLE, O., }  
WELLSVILLE, O., Oct. 27, 1872. }*To all whom it may concern:*

I very cheerfully recommend J. W. Reilly, attorney in this place, as a responsible and active attorney, and as to his capacity can only say that he is the legal and professional adviser of our bank.

JAMES HENDERSON, *Cashier.***WILMINGTON — Clinton County.***Mills & Jelley.*CLINTON COUNTY NATIONAL BANK, }  
WILMINGTON, O., Feb. 19, 1873. }*To whom it may concern:*

Messrs. Mills & Jelley act as attorneys for this bank, and we can recommend them as being well qualified to undertake any legal business intrusted to them. They are prompt and faithful in the discharge of their duties, and this testimonial is given with the confidence that the interests of their clients are always well and properly cared for.

R. E. DOAN, *President.*J. H. McMILLAN, *Cashier.***WOOSTER — Wayne County.***Isaac Johnson.*

WOOSTER, O., April 26, 1873.

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—Having known Isaac Johnson, attorney at law, in Wooster, O., from his boyhood, and having been associated in cases with him, I can say that I have always found him prompt in the

discharge of his duties, and it gives me great pleasure to recommend him to your patrons as a young man to whom they may intrust their interest with the assurance that it will receive prompt and efficient attention.

Truly yours,

JOS. H. DOWNING,

*Judge of the Probate Court of Wayne Co., Ohio.*

**YOUNGSTOWN** — Mahoning County.

*J. A. Justice.*

**ZANESVILLE** — Muskingum County.

*Thomas J. Taylor.*

## OREGON.

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 ENACTMENTS AFFECTING COMMERCE.
 

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ACKNOWLEDGMENTS. See *Deeds*.

ALIENS.—The Constitution provides that "white foreigners who are or may hereafter become residents of the State shall enjoy the same rights in relation to the possession, enjoyment and descent of property as natural born citizens."

ARREST AND IMPRISONMENT FOR DEBT.—An order of arrest will be granted on the grounds prescribed for arrest in the State of New York. (See *New York*.)

ATTACHMENTS.—An attachment will issue during the pendency of any action for the recovery of money or damages where the plaintiff files an undertaking with one or more sureties in a sum not less than \$100, and equal to the amount claimed in the action, together with an affidavit that the defendant is a foreign corporation, or non-resident of the State, or has departed therefrom with intent to defraud his creditors, or keeps himself concealed therein with a like intent, or has removed or is about to remove his property from the State, or has assigned, secreted or disposed of the same with a like intent; or that the debt was fraudulently contracted.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed entirely by the law merchant.

BILLS OF SALE.—The law provides that every sale of personal property, capable of immediate delivery to the purchaser, and every assignment of such property by way of mortgage or security, or upon any condition whatever, unless accompanied by immediate delivery and followed by an actual and continued change of possession, creates a presumption of fraud as against the creditors of the vendor or assignor during his possession, or



as against subsequent purchasers in good faith and for a valuable consideration, disputable only by making it appear, on the part of the person claiming under such sale or assignment, that the same was in good faith for a sufficient consideration, and without intent to defraud such creditor or purchasers. But this presumption does not exist in the case of a mortgage duly filed or recorded.

**CHATTEL MORTGAGES.** See *Bills of Sale*.

Chattel mortgages must be renewed within thirty days previous to the end of each year by filing a copy thereof, to which is attached a sworn statement by the mortgagee of the extent of his interest in the mortgaged premises, or such statement is attached to the original mortgage.

**DEEDS AND MORTGAGES** may be acknowledged according to the laws of the State where executed; but a clerk's certificate must be attached, showing that the instrument is executed according to the laws of such State, and that the signature of the officer is genuine.

Deeds executed in a foreign country may be executed according to the laws of such country, and acknowledged before a notary public, United States minister, charge d'affaires, commissioner or consul, under the official seal of such officer. The acknowledgment of a married woman need not be taken separate from her husband when the instrument is executed out of the State.

*Form of Acknowledgments.* See Appendix, *Forms*.

**ESTATES OF DECEASED PERSONS.**—Every executor or administrator must, immediately after his appointment, publish a notice in a newspaper printed in his county, if there is one; and if none, then in a paper designated by the court, as often as once a week for four successive weeks; which notice shall require all persons having claims against the estate to present them within six months from the date of notice. Claims not presented within the six months cannot be paid until the claims presented within that period have been satisfied. Claims duly presented and properly verified will be paid according to the following order of preference: 1st. Funeral charges. 2d. Taxes due the United States. 3d. Expenses of last sickness. 4th. Taxes due the State or any

public corporation therein. 5th. Debts preferred according to the laws of the United States. 6th. Liens on the real estate of the deceased created prior to his death. 7th. All other claims.

**EXECUTIONS.** See *Judgments*.

**EXEMPTIONS.**—This State does not have a homestead law. The following personal property is exempt: books, pictures and musical instruments to the value of \$75; wearing apparel to the value of \$100, and to the value of \$50 to each member of the householder's family; tools, implements, apparatus, team, vehicle, harness, or library, when necessary in the occupation or profession of a judgment debtor, to the value of \$400. To a householder, in addition to the above, ten sheep with one year's fleece, two cows, five swine; household goods, furniture and utensils to the value of \$300; also three months' feed for stock and six months' provision for the family. The exemption does not apply on a judgment for the purchase-price.

**IMPRISONMENT FOR DEBT.** See *Arrest*.

**INTEREST AND USURY:**

*Legal Rate*, 10 per cent.

*Allowable* by express agreement, 12 per cent.

*Usury* forfeits both principal and interest. The former in favor of the school fund of the county where action is brought. Judgment in a usurious contract being entered against the plaintiff for the costs of the action, and in favor of the State, for the use of said fund, for the principal sum loaned.

**JUDGMENTS.**—The entry, lien and effect of judgments is the same as in the State of New York. (See *New York*.)

**LIMITATION OF ACTIONS:**

*One Year.*—Actions on open accounts.

*Two Years.*—Actions for libel, slander, assault and battery and false imprisonment.

*Three Years.*—Actions against a sheriff, coroner or constable, or for a penalty or forfeiture.

*Six Years.*—Actions on contracts, not including sealed instruments and judgments; upon statutory liabilities, except penalties or forfeitures; for taking, detaining and injuring personal property, and for criminal conversation.

*Ten Years.*—Actions upon judgments and sealed instruments.

*Twenty Years.*—Actions for the recovery of real property.

Actions barred in the State where the cause of arose cannot be enforced in this State.

**MARRIED WOMEN.**—The property and pecuniary rights of every married woman, at the time of marriage or afterward acquired by gift, devise or inheritance, shall not be subject to the debts or contracts of her husband. A declaration of the wife's separate personal property must be recorded in the county clerk's office. The wife may contract in reference to her separate estate.

**WILLS** must be executed by the testator in the presence of two subscribing witnesses.

## OREGON.

**BAKER CITY—Baker County.**

*L. O. Sterns* (formerly County Judge and State Senator).

PENDLETON, UMATILLA COUNTY, Oregon, }  
*April 28th, 1873.*

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I cheerfully recommend Hon. L. O. Sterns, of Baker City, Oregon, as a safe and judicious counselor, and an honest and reliable attorney.

Very respectfully,

L. L. McARTHUR,

*Justice of the Supreme Court of Oregon.*

**HILLSBOROUGH—Washington County.**

*Thos. H. Tongue.*

*March 20th, 1873.*

*To all whom it may concern:*

This is to certify that Thomas H. Tongue is an attorney in good standing, of industrious, temperate habits, attentive to business intrusted to his care, and is a trustworthy and efficient collector. He is practicing in the courts of this county and State.

THOS. HUMPHREYS,

*County Judge of Washington County, Oregon.*

## PENNSYLVANIA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS, See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS.—Imprisonment for debt is abolished in all actions on contract, except in case of fraud. The defendant may, however, be arrested if it appears, to the satisfaction of the judge, upon sufficient affidavits that,

1st. He is about to remove any of his property out of the jurisdiction of the court, with the intent to defraud his creditors; or,

2d. That he has property which he fraudulently conceals; or,

3d. That he has property which he refuses to apply to the payment of the judgment of the complainant; or,

4th. That he has assigned, removed or disposed of, or is about to assign, remove or dispose of, any of his property, with the intent to defraud his creditors; or,

5th. That he fraudulently contracted the debt in suit.

Upon conviction the debtor is committed to prison until he pays the debt, or gives security, or is discharged under the State insolvent laws.

ATTACHMENT.—The same facts must be proved as in cases of arrest, and, in addition, the plaintiff must give bonds in double the amount of the claim, conditioned for the payment of all damages sustained by the debtor on account of the attachment, provided the plaintiff fails to recover judgment.

Property of a non-resident may, in all cases, be attached. The plaintiff must file a bond in this case, also, but it is, practically, merely a matter of form where the claim is just.

BILLS OF EXCHANGE. See *Promissory Notes*.

BILLS OF SALE are valid as to third parties, only where there is an actual change of possession.

CHATTEL MORTGAGES are not in general use in this State. Possession of personal property is, in all cases, *prima facie* evidence of ownership. No valid lien can, therefore, be created upon it.

DEEDS OF TRUST are valid, as to real estate, if recorded.

DEEDS AND MORTGAGES :

*Acknowledgments of.*—If taken out of the State and within the United States, may be made before the mayor or chief magistrate of any incorporated town or city (under the public seal), any judge of a court of record, or any officer qualified to take acknowledgments in the State where taken, if certified, under the seal of any court of record that the officer taking the acknowledgment is duly qualified.

If taken without the United States before any minister, charge d'affaires, consul or vice-consul of the United States.

*Form of Acknowledgments.* See Appendix, *Forms*.

ESTATES OF DECEASED PERSONS.—Executors or administrators are required to close up the estate of the deceased within one year from the time of granting letters of administration; but claimants may prove their claims at any time before filing the report of the auditor appointed to settle the executors' or administrators' accounts.

EXECUTION. See *Judgment* and *Exemptions*.

EXEMPTIONS.—Wearing apparel of the debtor and his family, school books and Bibles, and \$300 worth of other property, either real or personal, to be selected by the debtor.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS :

*Legal Rate*, 6 per cent.

A contract for more than six per cent is not binding, and any excess may be recovered back if suit is commenced for that purpose within six months from the time of making the payment.

JUDGMENT may be taken out of court. It is a lien upon the real estate of the defendant, in the county where entered, for five years from the date of entry, but does not cover after-acquired

property until the sheriff's certificate of levy is filed. Executions may issue against real estate without first exhausting the personal property. A justice's judgment becomes a lien upon the filing of a transcript in the Court of Common Pleas for the county in which the real estate is situated, and it may be enforced in the same manner as a judgment of the Common Pleas Court.

LIMITATION OF ACTIONS :

*Six Years.*—All actions on accounts, notes, contracts not under seal, and all actions *in tort* for the unlawful taking or conversion of personal property or trespass upon real estate.

*Twenty Years.*—Judgments and instruments under seal.

A part payment or verbal promise, if positive and unambiguous, will revive the debt.

MARRIED WOMEN.—A married woman retains all property owned before marriage or acquired thereafter. She can make no valid contract, except in the case mentioned below, and her notes or indorsements are void. She may, however, by joining with her husband, give a mortgage on her separate property; and she may, by an order of the court, have her separate earnings secured to her. And upon proof to the court that her husband has deserted or refuses to support her, she may be declared a "*feme sole trader*," when she may carry on business and sue and be sued in her own name.

PROMISSORY NOTES AND BILLS OF EXCHANGE are governed entirely by the law merchant or common law, Drafts or bills of exchange, payable at sight, are due on presentation without grace.

Judgment notes are in general use, but are not negotiable until after entry of judgment.

WILLS.—Real estate may be devised at the age of twenty-one, and personal property at the age of seventeen. Married women are not excluded from making wills of their separate property. Wills must be in writing subscribed by the testator in the presence of at least three subscribing witnesses.

## PENNSYLVANIA.

## ALLENTOWN—Lehigh County.

*Runk & Baldwin.*

CHAS. M. RUNK.

F. A. R. BALDWIN.

"A professional experience of twenty-five years, during which we have acted as correspondents and collectors for a number of Philadelphia and New York collection houses, is the only guarantee we have to offer of faithful performance of duty and professional integrity."

## ALTOONA—Blair County.

*Neff & Riley.*

D. J. NEFF.

A. J. RILEY.

THE FIRST NATIONAL BANK OF ALTOONA, }  
ALTOONA, Pa., Oct. 25, 1872. }

To whom it may concern:

We have had frequent occasion to employ Messrs. Neff & Riley as attorneys for this bank, and have found them well qualified to undertake any legal business entrusted to them. They are prompt and faithful in the interest of their clients, and this testimonial is very cheerfully given.

Respectfully,

W. M. LLOYD, *President.*JOHN LLOYD, *Cashier.*

## BEAVER—Beaver County.

*J. F. Dunlap.*

WASHINGTON, Pa., Jan. 31, 1873.

I take pleasure in certifying that J. F. Dunlap, Esq., a member of the Beaver county bar, is a gentleman of good moral character, in whose fidelity and attention to any professional business entrusted to his charge full confidence may be reposed.

Beaver county is a part of the Twenty-seventh judicial district of Pennsylvania, of which I am the president judge.

A. M. ACHESON.



**BEDFORD—Bedford County.****Russell & Longenecker.**

SAMUEL L. RUSSELL (formerly Deputy Attorney-General and Member of Congress).

JACOB LONGENECKER (late member of Pennsylvania Legislature).

STATE OF PENNSYLVANIA, } ss.  
BEDFORD COUNTY, }

I, John P. Reed, Prothonotary of the Court of Common Pleas for the county of Bedford, do certify that I am personally and well acquainted with Messrs. Russell & Longenecker, attorneys at law, Bedford, Pa., and know them to be of high standing at the bar, competent, of strict integrity and of adequate pecuniary responsibility.

In testimony whereof, I have herennto set my hand and affixed the seal of said court, at Bedford, the 26th day of October, 1872.

JNO. P. REID, *Pro*

**BELLEFONTE—Centre County.****McAllister & Beaver.**

H. N. McALLISTER.

JAMES A. BEAVER.

FIRST NATIONAL BANK OF BELLEFONTE, }  
BELLEFONTE, Pa., Oct. 25, 1872. }

We are well acquainted with Messrs. McAllister & Beaver, attorneys and counsellors-at-law, and know the firm to be well qualified for the discharge of any legal business entrusted to them.

They are prompt and reliable, and gentlemen of high character.

Very respectfully,

E. C. HUMES, *President.*

**BETHLEHEM—Northampton County.****Alfred Crist.**

THE FIRST NATIONAL BANK OF BETHLEHEM, }  
BETHLEHEM, Pa., Oct. 24, 1872. }

*To whom it may concern:*

This certifies that Alfred Crist has frequently been employed by this bank in the collection of debts. He is prompt, faithful and perseverant. This testimonial is awarded with pleasure.

C. A. LUCKENBACH, *Pres't.*

**BLOOMSBURG—Columbia County.**

*Smith & Son.*

ALEX. C. SMITH (ex-Member of Legislature, and City Solicitor for Harrisburg, Pa).

HARRISBURG, Pa., *March 1st, 1873.*

S. F. KNEELAND, Esq.:

DEAR SIR.—Messrs. Smith & Son have been depositors in our bank for a number of years, and have also acted for this bank. We have always found them prompt and faithful in business transactions, and cheerfully accord this testimonial.

J. H. SMALL, *Cashier First National Bank.*

**BLOSSBURG—Tioga County.**

*Clarendon Rathbone* (ex-Deputy Attorney-General of Pennsylvania).

S. F. KNEELAND, Esq.:

I have practiced law in the Fourth Judicial District over forty-eight years, and dislike, at this stage, to procure testimonials as to my standing, but have permission to refer you to the following parties:

C. R.

Pomeroy Bros. & Smith, bankers, Blossburg, Pa.; Hon. H. W. Williams, President Judge Fourth Judicial District; Hon. S. F. Wilson, Additional Law Judge Fourth Judicial District; Hon. Henry Sherwood, M. C., all of Wellsboro, Tioga county, Pa.

**BROWNSVILLE—Fayette County.**

*Wm. G. Guiler.*

MONONGAHELA NATIONAL BANK OF BROWNSVILLE, }  
BROWNSVILLE, FAYETTE Co., Pa., *Dec. 11th, 1872.* }

*To whom it may concern:*

We, the President and Cashier of the Monongahela National Bank of Brownsville, are well acquainted with W. G. Guiler, Esq., an attorney who resides in this town, and we consider him well qualified to undertake any legal business entrusted to him. Mr. Guiler is a man of good moral character, prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

G. H. BOURMAN, *President.*

WM. PARKHILL, *Cashier.*

**CANTON—Bradford County.****J. W. Stone.**

BANKING HOUSE OF STRAIT, CLARK & Co., }  
 CANTON, Pa., October 23, 1872. }

*To whom it may concern :*

We have had occasion to use J. W. Stone, Esq., as an attorney for this bank, and have found him well qualified to undertake any legal business entrusted to his care.

Mr. Stone is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

Very respectfully yours,

STRAIT, CLARK & CO.

**CARBONDALE—Luzerne County.****E. Robinson.***To whom it may concern :*

This is to certify that E. Robinson, Esq., is a practicing attorney of the Mayor's Court for the city of Carbondale; that he is well qualified to undertake any legal business entrusted to him, he being also a member of the Common Pleas bar for the counties of Luzerne and Susquehanna.

February 17, 1873.

M. G. NEARY, *Clerk of the Court for Carbondale.*

I cheerfully concur in the above testimonial.

ALFRED DART, *Recorder.*

**CARLISLE—Cumberland County.****J. H. Graham & Son.**

J. H. GRAHAM, LL. D., late President Judge Ninth Judicial District; now senior professor in the law department of Dickinson College.

JAMES H. GRAHAM, Jr.

Hon. J. H. Graham having held the position of President Judge of the 9th Judicial District of Pennsylvania for twenty-five years, at his request I waived the requirements in this case.

S. F. K.

**CHAMBERSBURG**—Franklin County.

*Cook & Hays.*

JEREMIAH COOK.  
STEPHEN W. HAYS.

BEDFORD, Pa., 19th February, 1873.

It affords me much pleasure to bear testimony to the fact that Messrs. Cook & Hays are members of the bar in Franklin county, and that I regard them as gentlemen possessed of a high sense of integrity and honor.

N. M. HALL, *Pres. Judge 16th Jud. Dist. of Penn.*

**CHESTER**—Delaware County.

*Ward & Broomall.*

WILLIAM WARD.  
WILLIAM B. BROOMALL.

This firm was strongly recommended in a *personal* letter to me from a party in whom I place the highest confidence and trust.

S. F. K.

**CLARION**—Clarion County.

*Theo. S. Wilson.*

THE FIRST NATIONAL BANK OF CLARION, PA., }  
CLARION, November 22, 1872.

S. F. KNEELAND, Esq., *Albany, N. Y.:*

I hereby certify that Theo. S. Wilson is a member of the Clarion county bar, and a practitioner in the Supreme Court of Pennsylvania and United States courts, of good standing and reputation, and is financially responsible as well as prompt and energetic. He has been solicitor for this bank over six years.

Yours, etc.,

G. W. ARNOLD, *Cashier.*

**CLEARFIELD**—Clearfield County.

*T. H. Murray.*

*To whom it may concern:*

We have several times employed Thos. H. Murray, Esq., attorney-at-law, in this place, for this bank, and found him well qualified to undertake any legal business entrusted to him. Mr. M. is prompt

and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

WM. H. DELL, *Cashier.*

JONA. BOYNTON, *President.*

I cordially indorse the above.

J. B. McENALLY (*formerly Pres't Judge*).

#### COUDERSPORT—Potter County.

##### *D. C. Larrabee.*

D. C. Larrabee of Condersport, Potter county, Penn., is a member of the Potter county bar, in good standing and reputation, of sound integrity, and prompt and reliable in the transaction of business entrusted to him.

JOHN M. KILBOURN, *Associate Judge.*

H. I. OLMSTED, *Prothonotary of Court of Common Pleas of Potter County, Pa.*

#### EASTON—Northampton County.

*H. D. Maxwell* (formerly President Judge and U. S. Consul at Trieste).

FIRST NATIONAL BANK OF EASTON, PA., }  
 (Capital, \$400,000), }  
 EASTON, Pa., Oct. 21, 1872. }

We have used H. D. Maxwell as an attorney for this bank, and have always found him to be prompt and faithful. We cheerfully accord this testimonial to his merits.

JOHN STEWART, *President.*

#### EBENSBURG—Cambria County.

##### *Geo. M. Reade.*

EBENSBURG, Pa., Nov. 5th, 1872.

Geo. M. Reade is a lawyer of deservedly high standing at the bar of Cambria county, and is a gentleman of character, integrity and pecuniary responsibility.

R. J. LLOYD, *Asst. Judge, Cambria Co., Pa.*

**EMPORIUM—Cameron County.**

**F. D. Leet** (ex-District Attorney).

*To whom it may concern:*

We have been for several years acquainted with F. D. Leet, Esq., a practicing attorney at Emporium, Pa., and we have found him an honest, upright and responsible attorney, one who is prompt and faithful in all of his dealings with clients or otherwise, and it affords us great pleasure to accord this testimonial in his behalf.

January 10, 1873.

SAMPL SMITH,  
N. P. MINARD,

*Associate Judges, Cameron County.*

I hereby certify that the above named subscribers are Associate Judges of the several courts of Cameron county, and are entitled to the utmost credit and belief.

[Seal Common Pleas Court.]

J. M. JUDD, *Prothonotary.*

**ERIE—Erie County.**

**Force & Parmlee.**

A. B. FORCE.  
JAS. O. PARMLEE.

ERIE, Pa., *Feb.*, 1873.

S. F. KNEELAND, Esq.:

MY DEAR SIR.—Messrs. Force and Parmlee, of this city, are attorneys of good standing in their profession, attentive to their legal business, of good moral character, and I cheerfully commend them to favorable consideration.

Yours, &c.,

L. D. WETMORE, *President Judge, 16th Dist.*

**ESPY—Columbia County.**

**R. S. Howell.**

**FRANKLIN—Venango County.**

**S. & H. B. Plumer.**

S. & H. B. Plumer were recommended by the cashier of a National bank in a private letter on file at this office.

Ed.

**GETTYSBURG—Adams County.***McLean & Woods.*

WM. McLEAN.

HENRY B. WOODS (formerly District Attorney).

FIRST NATIONAL BANK OF GETTYSBURG, }  
GETTYSBURG, Pa., Oct. 28, 1872. }

This is to certify that Messrs. McLean & Woods, attorneys, are the most prompt and reliable business men of this place, attentive to business, and always prompt in paying over money as soon as collected, &c., and are entirely worthy of your confidence.

Yours very respectfully,

GEORGE ARNOLD, *Cashier.***GREENCASTLE—Franklin County.***W. F. Patton.*THE FIRST NATIONAL BANK OF GREENCASTLE, PA., }  
GREENCASTLE, Pa., December 23d, 1872. }*To the Merchants' Protective Law Association:*

We are well acquainted with W. F. Patton, Esq., attorney-at-law, and have always found him prompt and faithful to the interest of his clients, and we very cheerfully accord him this testimonial.

Respectfully,

J. C. McLANAHAN, *President.*L. H. FLETCHER, *Cashier.***GREENVILLE—Mercer County.***W. Maxwell.*

Mr. Maxwell is the County Attorney for Mercer county.

**HARRISBURG—Dauphin County.***Eugene Snyder.*CITY BANK OF HARRISBURG, }  
HARRISBURG, March 12, 1873. }

S. F. KNEELAND, Esq.:

DEAR SIR.—Eugene Snyder has been our attorney for ten years. He is a good lawyer, honest in his dealings with clients, and is responsible for any moneys that may come into his hands from collections, as he is a man of considerable property.

Yours truly,

JOHN H. BIGLER, *Cashier.*

**HOLLIDAYSBURG—Blair County.**

*James F. Milliken.*

HOLLIDAYSBURG, Pa., *March 1, 1872.*

James F. Milliken, Esq., of Hollidaysburg, Pa., is a lawyer of good standing in his profession, is a gentleman of strict integrity and good business qualifications.

JOHN DEAN, *President Judge 24th Jud. Dist.*

**HUNTINGDON—Huntingdon County.**

*David Caldwell* (ex-Prothonotary and Clerk of Courts).

*March 28th, 1873.*

David Caldwell, of Huntingdon, Huntingdon county, is a member of the bar of said county, a lawyer of good standing, prompt and systematic in his business habits, and a man of strict integrity.

JOHN DEAN, *President Judge 24th Jud. Dist., Penn.*

**JOHNSTOWN—Cambria County.**

*Daniel McLaughlin.*

JOHNSTOWN, *Dec. 4th, 1872.*

*To all whom it may concern:*

This is to certify that I am well acquainted with D. McLaughlin, Esq., attorney at law, Johnstown, Pa., and know him to be of good standing in his profession.

HOWARD J. ROBERTS,

*Cashier First National Bank, Johnstown, Pa.*

**LANCASTER—Lancaster County.**

*Philip D. Baker.*

Recommended by Hon. J. B. Livingstone, Judge of the Second Judicial District, in a private letter on file.

**LAPORTE—Sullivan County.**

*A. Logan Grim* (ex-District Attorney for Twenty-sixth Judicial District).

I hereby certify that I consider A. Logan Grim, Esq., of Laporte, Sullivan county, an honest lawyer.

W.M. ELWELL, *Pres. Judge 26th Jud. Circuit.*



PHILADELPHIA, *March 15th*, 1873.

*To the Merchants' Protective Law Association:*

It gives me pleasure to certify to the professional ability and standing of A. Logan Grim, Esq., of Laporte, Pa.

F. CARROLL BREWSTER, *late Attorney-General of Pa.,  
and Judge District Court.*

**LAWRENCEBURG — Armstrong County.**

*S. L. Crosby.*

S. L. Crosby is a worthy young member of the bar of Armstrong county, Pa., of excellent habits and good legal and business qualifications.

JAMES A. LOGAN, *Pres't Judge.*  
GREENSBURG, *April 21*, 1873.

**LEWISTON — Mifflin County.**

*James S. Rakerd* (formerly District Attorney).

LEWISTON, Pa., *Nov. 27th*, 1873.

S. F. KNEELAND, Esq., Albany, N. Y.:

DEAR SIR.—We are personally acquainted with J. S. Rakerd, and cheerfully recommend him to the Merchants' Protective Law Association as an attorney who will give satisfaction to the Association in the discharge of professional business.

A. TROXEL, *Associate Judge of Mifflin county*  
W. RUSSELL, *Banker.*

**LOCK HAVEN — Clinton County.**

*A. B. Henderson.*

LOCK HAVEN, Pa., *May 19*, 1873.

*To whom it may concern:*

I take pleasure in recommending to the "International Merchants' Protective Law Association" A. B. Henderson, Esq., as an energetic, industrious, capable and honest attorney.

C. A. MAYER, *President Judge 25th Jud. Dist., Pa.*

**MAUCH CHUNK — Carbon County.**

*Allen Craig* (ex-Member of Legislature and District Attorney).

Allen Craig is a lawyer in good standing at the bar, a gentleman of integrity, and worthy of the fullest confidence.

G. R. BARRETT, *President Judge of 22d Jud. Dist., Pa.*

MAUCH CHUNK, Pa., *May 15, 1869.*

**MEADVILLE — Crawford County.**

*H. L. Richmond & Son.*

H. L. RICHMOND.

H. L. RICHMOND, JR.

MEADVILLE, Pa., *Nov. 20, 1872.*

*To whom it may concern:*

We are well acquainted with H. L. Richmond & Son, attorneys-at-law, Meadville, Pa., and know them to be well qualified to undertake any legal business intrusted to them. They are prompt and faithful, and we therefore cheerfully accord them this slight testimonial.

EDWARD H. CHASE, *Associate Judge, C. P., Crawford Co.*

H. B. BROOKS, *Prothonotary.*

**MECHANICSBURG — Cumberland County.**

*Joseph Ritner* (Carlisle, Pa.)

CARLISLE, *April 26th, 1873.*

I, Benj. F. Junkin, President Judge of the Ninth Judicial District of Pennsylvania, do hereby certify that Joseph Ritner, Esq., is a member of the bar of Cumberland county in good standing, and entitled to the trust and confidence of the community at home as well as abroad; that he is active, competent and reliable.

B. F. JUNKIN.

**MERCER — Mercer County.**

*W. A. McCormick.*

Now District Attorney—second term.

**MIFFLINTOWN—Juniata County.***Louis E. Atkinson.*MIFFLINTOWN, JUNIATA Co., Pa., *March 8th*, 1873.*To whom it may concern:*

I, Benjamin F. Junkin, President Judge of Ninth Judicial District of Pennsylvania, do hereby certify that Louis E. Atkinson is a practicing attorney in said district in good standing, competent and trustworthy in all respects.

Witness my hand.

B. F. JUNKIN.

**MONTROSE—Susquehanna County.***B. L. Baldwin.*TOWANDA, *March 7th*, 1873.

I certify that B. L. Baldwin, Esq., is a member of the bar of the county of Susquehanna, Pa.; that he is a man of integrity, ability and good professional standing.

F. B. STREETER, *Prest. Judge 13th Jud. Dist., Pa.***NEW BLOOMFIELD—Perry County.***Chas. H. Smiley.*STATE OF PENNSYLVANIA, PERRY COUNTY, }  
NEW BLOOMFIELD, *4th March*, 1873. }*To whom it may concern:*

I, Benjamin F. Junkin, President Judge of the Ninth Judicial District, Pennsylvania, composed of Cumberland, Perry and Juniata counties, do hereby certify that Chas. H. Smiley, Esq., of this place, is a practicing lawyer of this (Perry) county, is a gentleman well qualified to do so, of unimpeachable character for honesty, integrity and worth, and entitled to the confidence of the public.

In testimony whereof I have hereunto set my hand the day and year above written.

B. F. JUNKIN.

**NEWCASTLE—Lawrence County.***Aaron L. Hazen* (is now District Attorney for the Seventeenth Judicial District).

Mr. Hazen refers by permission to The First National Bank of Newcastle, Pa.; Hon. L. L. McGuffin, President Judicial District, Newcastle, Pa.; The National Bank of Lawrence county, Newcastle, Pa.

We feel satisfied from other reliable sources of his ability and trustworthiness.

**NEWTOWN—Bucks County.**

*George A. Jenks.*

NORRISTOWN, *Nov. 18th, 1871.*

I, Henry P. Ross, President Judge of the Seventh Judicial District, do hereby certify that George A. Jenks, Esq., is a practicing lawyer in the courts of Bucks county, in excellent professional standing; and I further certify that he is a gentleman of integrity and good moral character.

HENRY P. ROSS.

I fully indorse the above recommendation, and have great pleasure in so doing.

JAS. ANDERSON,

*Cashier 1st Nat. Bank of Newtown, Pa.*

**PHILADELPHIA—Philadelphia County.**

*F. Carroll Brewster, Jr.*

PHILADELPHIA, Pa., *December 13, 1873.*

S. F. KNEELAND, *Counselor-at-Law, Albany, N. Y.:*

DEAR SIR.—It affords me sincere pleasure to recommend F. Carroll Brewster, Jr., Esq., as a gentleman eminently qualified for the position of solicitor of the Merchants' Law Association.

Mr. Brewster is a lawyer of excellent standing and fine acquirements. He comes too of a stock that has given to this bar several of its most eminent members.

Very respectfully yours,

EDWARD M. PAXSON,

*Judge of the Court of Common Pleas.*

THE FIDELITY UNION TRUST AND SAFE DEPOSIT COMPANY, }  
PHILADELPHIA, *December 13, 1872.* }

S. F. KNEELAND, Esq.:

MY DEAR SIR.—I take great pleasure in recommending to your favorable consideration F. C. Brewster, Jr., Esq., as a very suitable gentleman to act on behalf of your association. He is a gentleman of integrity of character, of excellent standing at the bar, and in all respects qualified for the position in question.

Very respectfully,

N. B. BROWNE, *President.*

## PENNSYLVANIA.

OFFICE OF ATTORNEY-GENERAL OF PENNSYLVANIA, }  
 PHILADELPHIA, December 12, 1872. }

It gives me pleasure to certify that my son, F. C. Brewster, Jr., is a gentleman of excellent standing at the Philadelphia bar. He is of strict integrity and undoubted capacity.

F. CARROLL BREWSTER,  
*Attorney-General, Pennsylvania.*

I concur entirely with my friend, Attorney-General Brewster, in what he says of his son, F. C. Brewster, Jr.

JOHN M. READ, *Chief Justice.*

## PITTSBURG—Alleghany County.

*Gazzam & Cochrane.*

JOSEPH M. GAZZAM.

ALEXANDER G. COCHRANE.

I hereby certify that Joseph M. Gazzam and Alexander G. Cochrane, Esqrs., partners as Gazzam & Cochrane, are members of the Pittsburg bar, in good standing.

PITTSBURG, December 14, A. D. 1872.

JOHN M. KIRKPATRICK,  
*Associate Judge of the District Court of Alleghany county.*

COMMONWEALTH OF PENNSYLVANIA, }  
*County of Alleghany,* { ss.:

I, Joseph Ross, Prothonotary of the District Court in and for Alleghany county, do hereby certify that the [l. s.] Hon John M. Kirkpatrick was duly elected, commissioned and qualified to act, and now is acting as Associate Judge of said court; and further, that the signature hereto attached is in his own proper handwriting. In witness whereof, I have hereunto set my hand and affixed the seal of said court, this 14th day of December A. D. 1872.

JOSEPH ROSS, *Prothonotary.*

SECURITY TRUST COMPANY, }  
PITTSBURG, December 11, 1872. }

S. F. KNEELAND, Esq. :

DEAR SIR.—Joseph M. Gazzam, Esq., has been solicitor of this bank since its organization, and has discharged the duties which devolved on him as such in a prompt and eminently satisfactory manner.

JAMES T. BRADY, *Vice-President*.  
H. A. COFFIN, *Cashier*.

**PUNXATAWNEY**—Jefferson County.

*John St. Clair,*

**READING**—Berks County.

*A. K. Stauffer,*

FIRST NATIONAL BANK OF READING, }  
READING, Pa., January 7, 1873. }

We, the undersigned officers of the First National Bank of Reading, take pleasure in saying that we have been acquainted with Abner K. Stauffer, Esq., a member of the Berks county bar, for the last ten years, and know him to be a gentleman of strict integrity and high moral character, and reliable in all his business transactions. Mr. S. has been the attorney for this bank for a number of years and has given entire satisfaction.

Very respectfully yours,

LEVI B. SMITH, *President*.

A. F. BOAS, *Cashier*.

S. F. KNEELAND, Esq., *Albany, N. Y.*

**SCRANTON**—Luzerne County.

*H. H. Winton,*

Refers to First National Bank of Scranton, Pa.

**SHAMOKIN**—Northumberland County.

*Addison G. Moss,*

I cheerfully accord to Mr. A. G. Moss a testimonial, to the effect that he is prompt, industrious, faithful to the interests of his clients, and qualified to undertake any legal business intrusted to him.

T. W. POTTER,

*Prest. National Bank, Shamokin, Pa.*

SHAMOKIN, December 13, 1872.

**SHARON — Mercer County.****Joseph N. McClure.**

FIRST NATIONAL BANK OF SHARON, }  
 SHARON, Pa., Nov. 6, 1872. }

*To whom it may concern:*

We have had occasion to use Joseph N. McClure as an attorney for this bank on severa' occasions, and have found him well qualified to undertake any legal business intrusted to him, and can recommend him as being prompt in the discharge of business and faithful in the interest of his clients.

Respectfully,

J. T. WILSON, *Cashier.***SHIPPENSBURG — Cumberland County.****J. A. C. McCune.**S. F. KNEELAND, Esq., *Albany, N. Y.:*

This is to certify that J. A. C. McCune, Esq., is a practicing attorney in good standing, residing at Shippensburg, Cumberland county, Pa., being in my judicial district, and that he is qualified to undertake any legal business intrusted to him.

B. F. JUNKIN,

*Pres't Judge, 9th Judicial District of Pa.***SMITHPORT — McKean County.****Byron D. Hamlin & Son.**

BYRON D. HAMLIN (formerly State Senator of Pa.).

DELANO R. HAMLIN.

*To whom it may concern:*

Being personally acquainted with Messrs. Byron D. Hamlin & Son, I take pleasure in recommending them as prompt, honest and efficient attorneys of Smithport, McKean county, Pa.

W. S. BROWNELL, *Asso. Judge, McKean Co., Pa.**October 28, 1872.*

**SOMERSET** — Somerset County.

*Henry F. Schell.*

SOMERSET, Pa., *March 15, 1873.*

I certify that Henry F. Schell, Esq., is a reliable and trustworthy attorney, and worthy of confidence as such.

JOSIAH MEARY, *Associate Judge.*

**TAMAQUA** — Schuylkill County.

*Conrad F. Shindel.*

**TIOGA** — Tioga County.

*Frederick E. Smith* (Register in Bankruptcy).

**TITUSVILLE** — Crawford County.

*Guthrie & Byles.*

F. B. GUTHRIE.

JULIUS BYLES.

My business relations with this firm are such that I can cheerfully certify to their promptness and ability.

ED.

**TOWANDA** — Bradford County.

*Overton & Elsbree.*

EDWARD OVERTON, Jr. (formerly Register in Bankruptcy).

NATHAN C. ELSBREE (formerly Clerk of Court).

FIRST NATIONAL BANK OF TOWANDA,

TOWANDA, Pa., *October 24th, 1872.* }

*To whom it may concern :*

Messrs. Overton & Elsbree of this place are attorneys at law in good standing. They are prompt, reliable and perfectly responsible.

I have had occasion to employ them, and am sure that their clients will always find them, as I have, faithful in their interests.

N. N. BETTS, JR., *Cashier.*

**TROY** — Bradford County.

*W. H. Carnochan* (formerly District Attorney).



**TUNKHANNOCK—Wyoming County.****Wm. M. & Jas. W. Piatt.**

WM. M. PIATT (ex-Speaker Senate of Pennsylvania).  
 JAS. W. PIATT.

BLOOMSBURG, Pa., *April 7th*, 1873.*To whom it may concern:*

I certify that Wm. M. & Jas. W. Piatt, Esqrs., of Wyoming county, are reliable, energetic and able members of the bar of that county.

WM. ELWELL, *Pres. Judge 26th Jud. District, Pa.***UNIONTOWN—Fayette County.****Chas. P. Dunnaway.**

FIRST NATIONAL BANK OF UNIONTOWN, }  
 UNIONTOWN, Pa., *February 24*, 1873. }

C. P. Dunnaway, Esq., of this place, is known to me as a gentleman of unexceptional moral character, good legal attainments, a faithful attorney, and prompt in the execution of business intrusted to his care, and as such we cheerfully recommend him to "all whom it may concern."—

J. T. REDBURN, *Cashier.*  
 J. M. THOMPSON, *President.*

**WARREN—Warren County.****Brown & Stone.**

RASSELAS BROWN (ex-Member of the Legislature and President Judge).

CHAS. W. STONE (formerly Member of Pennsylvania Legislature).

FIRST NATIONAL BANK, WARREN, Pa., *Jan. 17*, 1873.*To whom it may concern:*

Brown & Stone have done the principal business as attorneys for this bank for several years. They are gentlemen of high legal attainments, perfectly responsible for any trust placed in their hands, while they are prompt and energetic in prosecuting the claims of their clients.

M. BEECHER, *Cashier.*

**WAYNESBURG** — Greene County.

**H. C. Pollock** (Clerk of Courts for Greene county).

S. F. KNEELAND, Esq.:

DEAR SIR.—We take pleasure in recommending H. C. Pollock, Esq., to the Merchants' Protective Law Association as a person qualified to undertake any legal business intrusted to him. He is ever prompt and faithful in the interest of his clients.

R. W. DOWNEY,

*Pres't First National Bank, Waynesburg, Pa.*

JOHN C. SHUMAKER, *Cashier.*

**WELLSBOROUGH** — Tioga County.

**George W. Merrick.**

WELLSBOROUGH, Pa., Oct. 22, 1872.

S. F. KNEELAND, Esq.:

DEAR SIR.—George W. Merrick, Esq., a member of the bar in my district, is a gentleman of high standing for integrity, honesty and skill as a lawyer. You need have no fears but that any business intrusted to him will be promptly and faithfully attended to.

Yours, etc.,

S. F. WILSON, *Judge Fourth District, Pa.*

**WESTCHESTER** — Chester County.

**Samuel D. Ramsey.**

*To whom it may concern:*

I hereby certify that Samuel D. Ramsey is an attorney at law in good standing at the Bar of Chester county, Pa., and is a gentleman of good moral character and well qualified to undertake any legal business that may be intrusted to his care.

BENJ. J. PASSELLORE,

*One of the Asso. Judges of the several courts of said county.*

**WESTFIELD** — Tioga County.

**J. C. Strang** (is now District Attorney).

**WILKESBARRE — Luzerne County.****Henry M. Hoyt.**

Henry M. Hoyt has been for many years a member of the bar of Luzerne county, Pa. He is an attorney of good standing and reputation.

C. M. HARDING,

*Pres't Judge Eleventh Judicial District of Pa.*

WILKESBARRE, Pa., Nov. 28, 1872.

**WILLIAMSPORT — Lycoming County.****Hiram C. Johns.**

From personal recommendations and business relations with Mr. Johns, I am well assured that he is every way qualified for the membership in our association, at Williamsport, Pa. (The required testimonials have been delayed or mislaid.)

Ed.

**YORK — York County.**

**Levi Maish** (ex-Member of Legislature of Pennsylvania).

YORK, Pa., April 17, 1873.

*To the Merchants' Protective Law Association:*

GENTLEMEN.—As the President Judge of the Nineteenth Judicial District of Pennsylvania, I have become well acquainted with Levi Maish, Esq., of this place. From my personal knowledge of Mr. Maish, I recommend him as well qualified in every particular for the duties required of him as a member of your association.

Respectfully yours,

ROBERT J. FISHER.

## RHODE ISLAND.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS may acquire, hold and convey real estate in the same manner as citizens. See title, "*Rights of Aliens*."

ARREST AND IMPRISONMENT FOR DEBT.—The defendant cannot be arrested in a civil action on a contract without there is proof of fraud either in the original transaction or in disposing of his property with intent to cheat his creditors. As the debtor will in all instances be admitted to bail, or discharged on surrendering his property for the benefit of his creditors, or by taking the poor debtor's oath, the practice is not very severe on the debtor class.

ATTACHMENTS.—A writ of attachment will issue in all cases as an original writ. No undertaking or affidavit is required on the part of the plaintiff. The property attached is held as security for the payment of the judgment.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law.

BILLS OF SALE partake of the nature of chattel mortgages, and are governed by the same provisions in relation to execution and recording.

CHattel MORTGAGES must be recorded in the clerk's office of the town in which the mortgagor resides, or if he is a non-resident, where the property lies, without there is an actual and continued change of possession of the mortgaged property.

DEEDS AND MORTGAGES may be acknowledged out of this State and within the United States, before any judge, justice of the peace, mayor or notary public in the State where the same is executed, or before a commissioner appointed by the Governor of

Rhode Island. Acknowledgments may be taken out of the State before any United States minister, charge d'affaires, consul or commercial agent, or before a commissioner for Rhode Island.

*Form of acknowledgments.* See Appendix, *Forms*.

A married woman must be separately examined.

All instruments conveying an interest in real estate must be recorded in the town clerk's office where the property is situated.

ESTATES OF DECEASED PERSONS.—Claims must be presented within one year. Insolvent estates are paid in the following order: 1st. Debts due to the United States. 2d. Necessary funeral charges. 3d. Expenses of last sickness. 4th. Debts due to the State. 5th. State and town taxes. 6th. All other claims.

EXECUTIONS. See *Exemptions* and *Judgments*.

EXEMPTIONS.—There is no provision for a *homestead*.

The following personal property is exempt: Household furniture, including beds and bedding, which, together with household provisions, shall not exceed in value the sum of \$300; necessary working tools to the value of \$100; the earnings of minor children, and twenty-five dollars of salary or wages due the debtor.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY:

*Legal Rate*, 6 per cent.

There is no usury law. The parties may legally stipulate for any rate per cent.

JUDGMENTS.—A judgment does not constitute a claim upon real estate.

MARRIED WOMEN.—The contracts of a married woman are null and void, and she cannot sue or be sued in her own name, except that where a married woman comes into this State without her husband, he never having lived with her in this State, and she resides here one year without him, she may carry on business, and sue and be sued, in her own name, the same as a single woman.

A married woman may retain and hold all property owned by her at the time of marriage, or acquired thereafter by her own industry or otherwise; and the income thereof shall inure to her

individual benefit, and upon the death of the husband becomes her sole and separate property, and she may dispose of the same by will.

PROMISSORY NOTES AND *Bills of Exchange.*

WILLS must be in writing, signed by the testator, or by some person in his presence, and by his express direction, and attested in the presence of the testator by three or more subscribing witnesses.

out of the State  
aires, consul or  
hode Island.

orms.  
estate must be  
erty is situated.

t be presented  
the following  
2d. Necessary  
4th. Debts due  
all other claims.

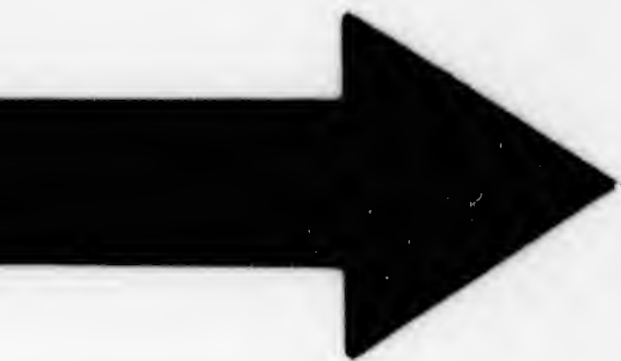
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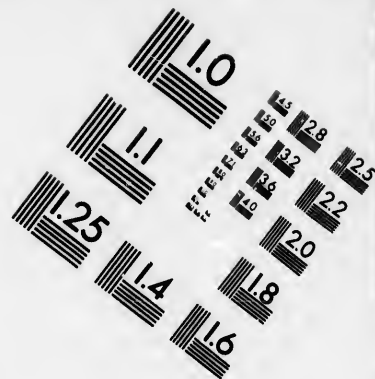
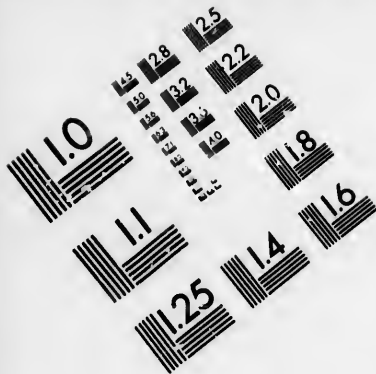
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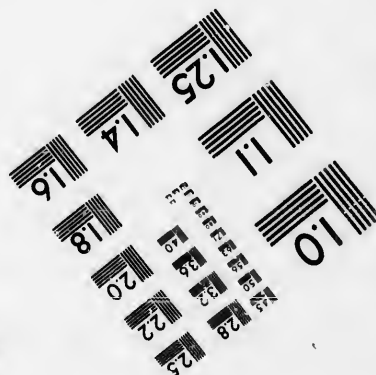
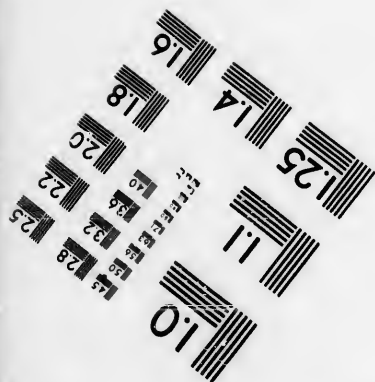
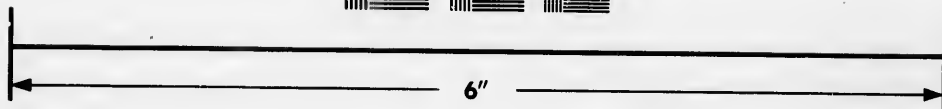
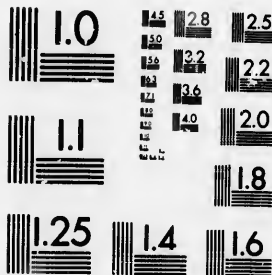








**IMAGE EVALUATION  
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## RHODE ISLAND.

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### NEWPORT—Newport County.

*Gould & Bull.*

STEPHEN GOULD.  
DANIEL P. BULL.

### OLNEYVILLE—Providence County.

*Herbert B. Wood.*

NATIONAL EXCHANGE BANK, GREENVILLE, }  
SMITHFIELD, R. I. }

*To all whom it may concern:*

Mr. Herbert B. Wood is prompt and faithful to the interests of his clients, and well qualified to transact legal business intrusted to him.

WM. WINSOR, *Cashier.*

### PROVIDENCE—Providence County.

*John Turner* (ex-Member of Legislature, now Judge Advocate-General for the State of Rhode Island).

## SOUTH CAROLINA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS may hold, transmit and convey both real and personal property as fully and in the same manner as citizens. See title, *Rights of Aliens*.

ARREST AND IMPRISONMENT FOR DEBT.—The provisions of the State of New York in relation to arrest and attachments applies to this State. See *New York*.

ATTACHMENTS. See *Arrest*.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law, except that, in lieu of ordinary protest fees, the following per centage is allowed: on all bills of exchange, drawn on persons resident within the United States and out of the State returned protested, damages of ten per cent on the sum drawn for, are recoverable; on bills drawn on persons residing in other parts of North America or the West Indies, twelve and a half per cent; and on persons residing in other parts of the world, at the rate of fifteen per cent.

BILLS OF SALE need not be recorded, and are only required where the vendor remains in possession of the property sold.

CHATTEL MORTGAGES AND DEEDS OF TRUST must be in writing and recorded in the county where the mortgagor or grantor resides; or, if he is a non-resident, where the property is situated. After forfeiture, the mortgagee may take possession of the mortgaged property.

DEEDS OF TRUST must be recorded. Trusts for the use of the grantor are void.

DEEDS AND MORTGAGES may be acknowledged or proved before

a commissioner for the State of South Carolina, or commissioners specially appointed for that purpose.

All instruments creating any interest or title to real estate must be recorded in the county where the property is situated. Deeds within thirty-three days, mortgages within sixty days, and leases within three months from the date of execution. Two witnesses are required.

*Form of Acknowledgments.* See Appendix, *Forms*.

ESTATES OF DECEASED PERSONS.—Claims must be presented within twelve months from the granting of letters testamentary or of administration. They should be in writing, duly verified by the oath of the claimant.

EXECUTIONS. See *Exemptions* and *Judgments*.

EXEMPTIONS :

*Homestead.*—The homestead of the head of a family residing in this State, and exempt from levy or attachment, consists of the residence of such person, and all the buildings and lands appurtenant thereto, to the value of \$1,000, and the yearly product thereof.

*Personal Property.*—The Constitution of 1868 also exempts the following personal property, to wit: household furniture, beds, bedding, family library, wagons, farming implements, tools, neat cattle, work animals, swine, goats and sheep, not to exceed in the aggregate the value of \$500.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY :

*Legal Rate*, 7 per cent.

*Usury* has been abolished. Parties may legally contract for any rate of interest.

JUDGMENTS are not liens upon real estate; but where an execution is issued to the sheriff directing a levy thereon, the real estate is held for 120 days from the time when a copy thereof is deposited in the register's office by the sheriff. Executions are returnable within sixty days.

MARRIED WOMEN.—The estate of a married woman, held by her at the time of her marriage, or acquired thereafter, is not subject to levy and sale for her husband's debts, but is held as

her separate property, and may be bequeathed, devised or conveyed by her the same as if unmarried; provided, that no gift or grant from the husband to her shall be detrimental to the just claims of creditors. She may contract, sue and be sued the same as a *feme sole*; and the husband is not liable for her debts, except for necessities contracted during coverture.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be attested in the presence of the testator by at least three subscribing witnesses.

## SOUTH CAROLINA.

**BRIGHTON—Beaufort County.***Lawrence McKenzie* (ex-Member of Legislature).**CAMDEN—Kershaw County.***Henry N. Obear* (P. O., Winnsborough, S. C.).WINNSBOROUGH, S. C., *March 6, 1873.*STATE OF SOUTH CAROLINA, }  
County of *Fairfield.* }*To whom it may concern :*

The undersigned, President, Vice-President and Cashier of the Winnsborough National Bank, hereby certify that Henry N. Obear, Esq., attorney at law, is prompt and faithful to the interest of his clients, and is capable and well qualified to undertake any legal business that may be intrusted to him. We regard him as an attorney of strict integrity and high legal attainment.

W. R. ROBERTSON, *President.*G. H. MPMASER, *Vice-Prest.*SAML. B. CLOWNEY, *Cashier.*

I cordially indorse the within testimonial.

[L. s.]

W. M. NELSON,

*Judge of Probate Fairfield County***CHARLESTON—Charleston County.***Hayne & Son.*

ISAAC W. HAYNE (ex-Attorney-General of South Carolina).

ISAAC HAYNE.

CHARLESTON, S. C., *April 9, 1873.*

Isaac W. Hayne and Isaac Hayne, composing the law firm of Hayne & Son, are members of the Charleston bar, of good standing and reputation. The former was for nearly twenty years

Attorney-General for the State of South Carolina, and solicitor for the Bank of the State of South Carolina.

R. F. GRAHAM, *Judge First Circuit.*

**CHESTER — Chester County.**

*Henry N. Obear* (P. O., Winnsborough, S. C.).

WINNSBOROUGH, S. C., *March 6, 1873.*

STATE OF SOUTH CAROLINA, }  
County of *Fairfield.* }

*To whom it may concern :*

The undersigned, President, Vice-President and Cashier of the Winnsborough National Bank, hereby certify that Henry N. Obear, Esq., attorney at law, is prompt and faithful to the interest of his clients, and is capable and well qualified to undertake any legal business that may be intrusted to him. We regard him as an attorney of strict integrity and high legal attainments.

W. R. ROBERTSON, *President.*

G. H. MPMMASTER, *Vice-Prest.*

SAML. B. CLOWNEY, *Cashier.*

I cordially indorse the within testimonial.

[L. s.]

W. M. NELSON,

*Judge of Probate Fairfield County.*

**COLUMBIA — Richland County.**

*Arthur C. Moore.*

CAROLINA NATIONAL BANK OF COLUMBIA, S. C., }  
*February 28, 1873.* }

S. F. KNEELAND, Esq., *Albany, N. Y. :*

SIR.—The undersigned, officers of the Carolina National Bank, take pleasure in recommending Mr. A. C. Moore, of this city, as a lawyer of good standing, of good character, and entitled to the confidence of the community and of clients generally.

Very respectfully,

L. D. CHILDS.

W. B. GULICK.



**DARLINGTON** — Darlington County.*J. J. Ward.*BENNETTSVILLE, S. C., *May 10, 1878.*

This may certify that J. J. Ward, Esq., an attorney at law, residing at Darlington Court House, in the State of South Carolina, within my Judicial Circuit, is in every respect reliable as a professional man; and, for a lawyer of his experience, has considerable practice, and enjoys a reputation for energy, integrity and promptness in his attention to business intrusted to him.

C. P. TOWNSEND,  
*Judge Fourth Judicial Circuit of South Carolina.*

**EDGEFIELD** — Edgefield County.*Thos. J. Adams.***GREENVILLE** — Greenville County.*Arthur & Arthur.*

THOS. L. ARTHUR.  
THOS. L. ARTHUR, JR.

**LEWISVILLE** — Orangeburgh County.*H. Powell Cooke* (P. O., St. Matthews, S. C.).**MARION** — Marion County.*Sellers, Hudson & Kelley.*

W. W. SELLERS.  
J. H. HUDSON.  
JOHN A. KELLEY.

BENNETTSVILLE, S. C., *May 10, 1878.*

The individual members composing the firm of Sellers, Hudson & Kelley are attorneys practicing within my judicial circuit. They have had experience, command an extensive practice, and are considered in every respect perfectly reliable. I can certify that they are lawyers of ability, integrity, energy and promptness, and enjoy a reputation as such throughout my circuit.

C. P. TOWNSEND,  
*Judge Fourth Judicial Circuit of South Carolina.*

**NEWBERRY** — Newberry County.*Jones & Jones.*

LAMBERT J. JONES.

BENSON M. JONES.

NEWBERRY, S. C., *May 17, 1873.*

I am well acquainted with Messrs. Jones & Jones, practicing lawyers, of this place. They are gentlemen of high respectability, and enjoy a wide-spread and well-deserved reputation for fidelity and attention to business.

M. MOSES, *Judge Seventh Judicial Circuit.***ORANGEBURG** — Orangeburg County.*Browning & Browning.*

MALCOM I. BROWNING.

A. F. BROWNING.

STATE OF SOUTH CAROLINA, *March 5, 1873.**To whom it may concern:*

I certify that Messrs. Browning & Browning, attorneys at law, at Orangeburg, South Carolina, are of good professional standing and fair ability.

R. F. GRAHAM, *Judge First Circuit.***PICKENS** — Pickens County.*C. L. Hollingsworth.***SPARTANBURG** — Spartanburg County.*Geo. W. H. Legge* (ex-Member of Legislature).STATE OF SOUTH CAROLINA, }  
Spartanburg County. }*To whom it may concern:*

I, Benjamin Wofford, Judge of the Probate Court for the County of Spartanburg and State of South Carolina, take pleasure in testifying that George W. H. Legge, Esq., as an attorney, is well qualified to undertake any legal business intrusted to him, and that he is reliable, energetic, prompt and faithful in the interest of his clients and discharge of his duty.

Given under my hand and seal of office, at Spartanburg  
[L. s.] Court House, S. C., January 18, 1873.

BENJ. WOFFORD, *Probate Judge.*

I, F. M. Trimmier, Clerk of the Court of Common Pleas for Spartanburgh county, do cheerfully indorse the above.

[L. s.]

F. M. TRIMMIER, *Clerk C. P.*

**SUMTER — Sumter County.**

*Morse & Lee.*

EDWIN W. MORSE.

RICHARD D. LEE.

I certify that the firm of Morse & Lee is composed of gentlemen of high professional character and standing.

F. J. MOSES, *Chief Justice Supreme Court of S. C.*

J. W. DARGUN, *Asst. Cashier Citizens' Sav. Bank.*

SUMTER, S. C., *March 6, 1873.*

**WALHALLA — Oconee County.**

*Jas. H. Whitner.*

Indorsed by B. F. Dunkin, late Chief Justice of South Carolina.

**WINNSBOROUGH — Fairfield County.**

*James H. Ryon.*

SUMTER, S. C., *April 4, 1871.*

It gives me great pleasure to certify that for many years I have known James H. Ryon, Esq. He has been in practice since 1854, and is now regarded as one of the leading lawyers in the State. His reputation is that of a high-minded gentleman, devoted to his profession and zealously watchful of the interest of his clients. He may be depended upon to any extent.

FRANKLIN J. MOSES,

*Chief Justice of Supreme Court of South Carolina.*

**YORKVILLE — York County.**

*James S. Hart.*

## TENNESSEE.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS AND IMPRISONMENT FOR DEBT are not permitted in this State.

ATTACHMENTS.—An attachment will issue against the property of a debtor, or to garnishee debts due him, upon filing a bond with sufficient surety for double the amount of the debt, together with an affidavit setting forth the nature of the action, that it is just, the amount claimed to be due thereon, and showing the existence of one or more of the following grounds:

1st. That the defendant is a non-resident of the State.

2d. That he has removed or is about to remove himself or his property from the State.

3d. That he has removed or is removing himself or his property out of the county privately.

4th. That he is concealing himself so that the ordinary process of law cannot be served upon him.

5th. That he absconds, or is absconding or concealing himself or property.

6th. That he has fraudulently disposed of or is about fraudulently disposing of his property.

7th. Applies where the debtor, residing out of the State, dies leaving property, and liable for debts within the State.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law. Sight drafts and bills are not entitled to grace in this State.

BILLS OF SALE are valid in this State without being registered or recorded.

CHATTEL MORTGAGES AND DEEDS OF TRUST are used for the purpose of securing loans or liabilities, and take effect, as to third parties, from the date of registry.

DEEDS AND MORTGAGES are valid, as to third parties, from the date of registry in the county where the property is situated. A seal or scroll is required; but no witnesses are necessary when the conveyance is properly acknowledged. The acknowledgment, if taken in any other State or Territory, may be executed before a commissioner appointed by the Governor of Tennessee for that purpose, a notary public, or before a court, or the clerk of a court of record in the State where executed; and, in any foreign country, before a commissioner appointed as above, a notary public, or any ambassador, minister or consul of the United States.

Where the acknowledgment is taken before a commissioner, notary public, minister, consul or ambassador, the certificate must be under his seal of office; if before a judge, the certificate must be under his hand, with a certificate of the clerk of the court, under his seal of office if there be a seal, or, if there be none, under his private seal, as to the official character of the judge; or a like certificate by the governor, under the great seal of the State or Territory. If before a clerk of a court of record of some other State, it must be certified under his seal of office, with a certificate of the judge of the court as to the official character of the clerk.

ESTATES OF DECEASED PERSONS.—The estate must be closed within two years from the granting of letters; but claims held by non-residents against the estate may be presented at any time within three years and six months from the acceptance by the executors or administrators of their trust; but claims cannot be enforced at law until six months after such acceptance.

EXECUTIONS. See *Judgments* and *Exemptions*.

EXEMPTIONS:

*Homestead*.—Every resident householder is entitled to an estate of homestead consisting of the dwelling-house, out-buildings and land appurtenant, not to exceed in value the sum of \$1,000, which shall be exempt from levy and sale under execution.

*Personal Property.*—There shall also be exempt to the heads of families \$250 worth of personal property; also two beds, bedsteads, and necessary clothing for each; and for each three children an additional bed, bedstead and clothing, such bedstead not exceeding \$25 in value; one cow and calf, and, if family consists of six persons, two cows and calves; one dozen knives and forks, one dozen plates, half dozen dishes, one set table-spoons, one set tea-spoons, one bread tray, two pitchers, one waiter, one coffee-pot, one tea-pot, one canister, one cream jug, one dozen cups and saucers, one dining table and two table-cloths, one dozen chairs, one bureau not exceeding \$40 in value, one safe or press, one wash-basin, one bowl and pitcher, one washing kettle, two washing tubs, one churn, one looking-glass, one chopping axe, one spinning wheel, one loom and gear, one pair cotton cards, one pair wool cards, one cooking stove and utensils, not exceeding \$25 in value, one cradle, one Bible and hymn book, all school books, two horses or mules, or one of each, or one yoke of oxen, one ox cart, ring, staple and log-chain, one two-horse or one-horse wagon not exceeding \$75 in value, and harness, one man's saddle, one woman's saddle, two riding bridles, twenty-five barrels corn, twenty bushels wheat, 500 bundles oats, 500 bundles fodder, one stack hay not exceeding \$20 in value, and, in families of less than six persons, 1,000 pounds of pork, slaughtered or on foot, or 600 pounds of bacon, and, if more than six persons, 1,200 pounds of pork or 900 pounds of bacon, all the poultry on hand and fowls up to \$25, a home-made carpet, and six cords wood or 100 bushels coal, and, if the head of the family be engaged in agriculture, two plows, two hoes, one grubbing hoe, one cutting knife, one harvest cradle, one set plow gears, one pitchfork, one rake, one iron wedge, five head of sheep, and ten head of stock hogs; also, in hands of a mechanic, one set of mechanic's tools, such as are usual and necessary in pursuit of his trade; also, in hands of every male citizen, or female if head of family, one gun; also, in hands of head of family, or single female using, in earning livelihood, one sewing machine; and in hands of heads of families fifty pounds of picked cotton, twenty-five pounds of wool, and enough upper and sole-leather to provide shoes for family; also, if such person be a mechanic, \$50 worth of lumber or material; also the wages of a laborer to the

extent of \$100. But no property is exempt from execution upon a judgment for the labor and services of the judgment creditor when the recovery is less than \$25.

GARNISHEE PROCESS. See *Attachments*.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY :

*Legal Rate*, 6 per cent.

*Allowable by stipulation*, 10 per cent.

*Usury* is punishable by fine of \$100 and loss of all interest over 6 per cent.

In actions upon open accounts the matter of interest is left to the discretion of the jury.

JUDGMENTS rendered against a debtor in his own county of residence, or rendered elsewhere and registered in his county, operate as a lien upon all the real estate of the debtor in the State for twelve months from the date of recovery or registration as aforesaid. An execution may be issued at any time within seven years after rendition of judgment, and will bind the personal property of the judgment debtor from the date of issue to the sheriff and until the next term of court. The plaintiff must exhaust the personal property before he can levy upon real estate, unless the debtor elects to have the real estate sold first.

LIMITATION OF ACTIONS :

*Six Months*.—Actions for slander.

*One Year*.—Actions for libel, criminal conversation, malicious prosecution, seduction, breach of promise of marriage, and statutory penalties.

*Three Years*.—Actions for trespass on real or personal property, and for the detention or conversion of chattels.

*Six Years*.—Actions for rent, for use and occupation, against public officers for misfeasance, malfeasance, or nonfeasance in their official duties; and actions on contracts not under seal.

*Ten Years*.—Sealed instruments, including the bonds given by public officers, on judgments of courts of record, and all other actions not expressly limited herein.

MARRIED WOMEN in this State are subject to very many of the common-law disabilities. The personal property owned by them at marriage passes to the husband, except that her rights in

action and other property, not reduced to possession by him during his lifetime, may be retained by her as her own property upon his decease; but if the husband survives the wife he may, as her administrator, collect all debts due her, and take possession of all her personal effects of every description, which thereupon becomes his property absolutely.

The separate real estate owned by the wife at marriage or acquired by descent, gift or inheritance, during coverture, may be held by her as absolutely as if a *feme sole*. She may convey the same, by her husband joining in the deed, or devise the same by will, reserving, of course, the husband's right by curtesy. She may also carry out any special power created in the devise of any estate to her or to her use; and where the husband is *non compos mentis*, she may convey her property by will or deed in the same manner as a *feme sole*, provided her privy examination is taken before a chancellor or circuit judge of this State, or clerk of the County Court; and she may, in such a case, carry on business on her own account, purchase and hold property, and execute contracts in the same manner as a single woman.

The separate estate of a married woman is liable for necessities furnished to her or her minor children; and contracts made by her, for the benefit of herself or her separate estate, will be binding on her sole property, provided the intent to charge it appears in the written instrument executed for that purpose.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS.—Where a will is not wholly in the handwriting of the testator, and found after his decease among his valuable papers, or placed in the hands of a friend by him for safe keeping, it must be signed by the testator in the presence of two disinterested subscribing witnesses.



## TENNESSEE.

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### BROWNSVILLE — Haywood County.

*E. J. & J. C. Read.*

Refer to Merchants' National Bank, Union and Planters' Bank, Memphis, Tenn.; S. H. Kennedy & Co., New Orleans, La.; Henry Bell & Son, Senter & Co., St. Louis, Mo.; Haynes, Neel & Co., Trabue, Davis & Co., Louisville, Ky.; Kemper Brothers, Wilson & Hayden, Cincinnati, O.; Hopkins, Harden & Kemp, Baltimore, Md.; Wood, Marsh, Hayward & Co., Morgan. Bush & Co., Philadelphia, Pa.; Evans, Gardner & Co., Henry W. Duryee & Co., New York.

### CHATTANOOGA — Hamilton County.

*Lawrence S. Marye.*

THE FIRST NATIONAL BANK OF CHATTANOOGA, }  
CHATTANOOGA, Tenn., *March 1, 1873.* }

S. F. KNEELAND, *Albany, N. Y.:*

Lawrence S. Marye is an attorney at law and a gentleman of character and standing in this community.

Yours truly,

W. P. RATHBURN, *President.*

### CLARKSVILLE — Montgomery County.

*Arthur H. Munford.*

CLARKSVILLE, Tenn., *Feb. 24, 1873.*

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I can confidently recommend A. H. Munford, Esq., as well qualified to undertake any legal business intrusted to him; he is prompt and faithful in the interest of his clients.

W. P. HUME,

*Cashier of First National Bank of Clarksville.*

I take pleasure in adding, in addition to what Mr. Hume has stated, that Mr. Munford is a competent as well as a faithful and prompt lawyer.

JAMES E. RICE, *Judge, etc.*

**DRESDEN — Weakly County.**

*Charles M. Ewing.*

DRESDEN, Tenn., Feb. 25, 1873.

Mr. S. F. KNEELAND, *Albany, N. Y.:*

DEAR SIR.—Charles M. Ewing, Esq., a member of the bar of this place, is a lawyer of high character for ability and integrity, and is prompt and perfectly trustworthy.

Yours respectfully,

JAS. D. PORTER, JR., *Judge Twelfth Cir. of Tenn.*

**ELIZABETHTOWN — Carter County.**

*Butler & Emmert.*

R. R. BUTLER (Member of Congress).

W. C. EMMERT.

ELIZABETHTOWN, Carter Co., Tenn., }  
January 10, 1873. }

I hereby certify that Wm. C. Emmert and R. R. Butler, composing the law firm of Butler & Emmert, are attorneys in good standing in this community, and are skilled in their profession.

H. C. SMITH, *Chancellor, etc., First Div. Tenn.*

**FAYETTEVILLE — Lincoln County.**

*Holman & Holman.*

DANIEL W. HOLMAN.

JAMES H. HOLMAN (Attorney-General).

Holman & Holman, of Fayetteville, Tenn., are attorneys in full practice, every way responsible, and gentlemen worthy the confidence of all men.

JOHN P. STEELE, *Chancellor.*

JOHN W. PHILLIPS, *Judge Seventh Cir., Tenn.*

SHELBYVILLE, Tenn., Jan. 1, 1870.

**FRANKLIN**—Williamson County.**Cook & Richardson.**

HENRY H. COOK.

ROBERT N. RICHARDSON.

**GAINESBOROUGH**—Jackson County.**Young & Young.**

MILTON B. YOUNG.

NAPOLEON B. YOUNG.

I, James M. Richmond, chairman and presiding officer of the County Court of Jackson county, take pleasure in stating that M. B. Young and N. B. Young, under the style and firm of Young & Young, are practicing attorneys in all the courts of law and equity in the State of Tennessee; they obtained a license to practice in the year 1867. They are both men of good moral character, of sober and industrious habits, and are efficient in their profession. They are gentlemen of integrity, honest and reliable, and have been personally known to me for fifteen years, and I take much pleasure in giving to them this testimonial.

Given under my hand and seal of the Court, this the 7th  
[L. s.] day of January, 1873.

JAMES M. RICHMOND, *Chairman.*

STATE OF TENNESSEE, }  
County of Jackson. }

I, William G. Cox, Clerk of the County Court of Jackson, do hereby certify that James M. Richmond is the County Judge of the county aforesaid, and that his signature, as it appears to the above, is genuine.

Witness my hand and seal of office in Gainesborough, on  
[L. s.] this the 7th day of January, 1873.

WM. G. COX, *County Court Clerk.*

**GALLATIN — Sumner County.**

*James S. Tompkins.*

OFFICE OF FIRST NATIONAL BANK, }  
GALLATIN, Tenn., *March 1st, 1873.* }

We take pleasure in recommending James S. Tompkins, Esq., as a prompt and efficient collecting attorney, and a man of undoubted integrity.

JOHN T. BALER, *Vice-President.*  
D. B. ANDERSON, *Teller.*

**GROSS PLAINS — Robertson County.**

*Ewin Burney.*

OFFICE OF SPRINGFIELD NATIONAL BANK.

To S. F. KNEELAND, Esq., *Albany, N. Y.:*

We are acquainted with Ewin Burney as an attorney, and believe him competent and qualified to undertake any legal business intrusted to him; he is prompt and faithful in the interests of his clients, and this testimonial is cheerfully accorded.

H. T. STRATTON, *Cashier.*  
THOS. PEPPER,  
GEO. R. SCOTT,  
*Directors.*

**HARTSVILLE — Trousdale County.**

*Wm. J. Neely.*

**JONESBOROUGH — Washington County.**

*S. J. Kirkpatrick.*

CHATTANOOGA, Tenn., *Nov. 25, 1872.*

S. F. KNEELAND, Esq., *Albany, N. Y.:*

I have known S. J. Kirkpatrick, Esq., ever since he has been practicing his profession, and for several years practiced at the same bar with him. It gives me pleasure to bear testimony to his high standing as a lawyer, to his fidelity to his clients, and to his honorable character as a gentleman.

JAMES W. DEACERICK, *Judge Sup. Ct. of Tenn.*

**KNOXVILLE — Knox County.*****Lewis & Comfort.***

J. F. J. LEWIS (ex-Judge of Probate in the State of Kansas).  
 JAMES COMFORT.

KNOXVILLE, Tenn., March 7, 1873.

*To whom it may concern:*

I have been personally acquainted with Mr. James Comfort who is a practicing attorney in the State and Federal courts of this city for about seven years, and I take great pleasure in commending him to favor both as an educated gentleman and a lawyer of high integrity and industry. Any business that may be intrusted to Mr. Comfort will meet with prompt attention and be faithfully accounted for.

CONNALLY F. TRIGG,

*U. S. District Judge for the Districts of Tennessee.*

**LIBERTY — De Kalb County.*****Joseph H. Blackburne.*****MEMPHIS — Shelby County.*****Ellett & Phelan.***

HENRY T. ELLETT (ex-Judge of the Supreme Court of Tennessee, Member of Congress and State Senator of Mississippi).  
 JAMES PHELAN (formerly State Senator of Mississippi).

MEMPHIS, Tenn., Dec. 9, 1872.

Messrs. Ellett & Phelan are attorneys at this bank and do an extensive practice in all the courts of this city. They are gentlemen of high personal character, and rank with our very best lawyers for ability and integrity. Full confidence can be placed in them by the public.

Respectfully,

R. J. MORGAN, *Chancellor.*

**NASHVILLE — Davidson County.**

***Richard Stanley Tuthill*** (formerly Attorney-General of the Nashville Circuit, and U. S. Asst. District Attorney at Nashville).

NASHVILLE, Tenn., July 22, 1873.

R. S. Tuthill, Esq., is a man of large natural ability and professional skill, coupled with untiring energy and devotion to business.

I think him decidedly a skillful business man, and in every respect worthy of confidence. I recommend him with much cheerfulness to the confidence of all who may have business in his line.

NATHANIEL BAXTER,  
*Judge of Circuit Court, Davidson Co., Tenn.*

Mr. T. is a lawyer of fine ability and one of unquestioned honor and integrity.

J. C. GUILD, *Judge of the Law Court of Nashville.*

**PARIS — Henry County.**

*Williams & Taylor.*

PARIS, Tenn., *May 26, 1873.*

I hereby certify that I am personally acquainted with Messrs. Williams & Taylor, practicing attorneys at this place, and know them to be honorable gentlemen, and every way worthy and responsible, personally and professionally.

I. W. HARRIS, *Probate Judge Henry Co., Tenn.*

STATE OF TENNESSEE, }  
*Henry County.* }

I, James W. Ray, Clerk of the County Court of said county, do certify that I. W. Harris, whose name appears to the certificate above, is now, and was at the date thereof, the acting Probate Judge of said County Court, duly elected, qualified and commissioned, and, as such, full faith and credit may be given all his official acts.

Given under my hand and seal of office, at office, May 26,  
[L. s.] 1873.

JAMES W. RAY, *Clerk.*

**PULASKI — Giles County.**

*A. J. & J. P. Abernathy.*

**RIPLEY — Lauderdale County.**

*Chas. H. Conner.*

**SOMERVILLE — Fayette County.***Fred. M. Taylor.*

SOMERVILLE, Fayette Co., Tenn., Jan. 1, 1873.

I take pleasure in testifying that Fred. M. Taylor, Esq., a practicing attorney and a citizen of our town, is faithful, energetic and reliable in his profession, and in all the relations of life, and enjoys the esteem and confidence of all his fellow-citizens.

R. M. MOORE, *Clerk Circuit Court.*AND. J. PEEBLES, *Clerk and Master Chancery Court, Somerville.*CHAS. LYNN, *former Chairman of City Court, and Member Legislature.*THOS. J. FLIPPIN, *Judge Fourteenth Ju. Cir., State of Tennessee.*JOHN C. REEVES, *Clerk of County Court, Fayette County, Tenn.***TRENTON — Gibson County.***Wise A. & John S. Cooper.*

WISE A. COOPER.

JOHN S. COOPER.

*To whom it may concern:*

I am Judge of the Thirteenth Judicial Circuit of Tennessee, in which is included Gibson county, of which Trenton is county seat. Messrs. Wise A. and John S. Cooper are resident lawyers at Trenton. They are solvent, reliable men, good lawyers, energetic and prompt in attention to business; will collect, and account punctually for any business placed in their hands. This 8th March, 1873.

GID. B. BLACK,

*Judge of the Thirteenth Circuit, Tenn.***WINCHESTER — Franklin County.***John R. Beasley.*

## TEXAS.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ARREST IN CIVIL ACTIONS is prohibited in this State.

ATTACHMENTS may be issued upon a bond and affidavit being filed with the District Court at the commencement or during the pendency of a civil suit. The affidavit must show the nature and amount of the indebtedness, that it is just, and the existence of one or more of the following grounds:

- 1st. That the defendant is not a resident of the State;
- 2d. That he is about to remove therefrom, or has abandoned his country; or,
- 3d. That he secretes himself so that the ordinary process cannot be served upon him; or,
- 4th. That he is about to remove his property beyond the State or beyond the jurisdiction of the court; or,
- 5th. That he is about to transfer or secrete or has transferred or secreted his property for the purpose of defrauding his creditors, and that thereby the plaintiff will probably lose his debt.

When the debtor, in such a case, has no property liable to attachment the debts due him may be reached by garnishment.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the common law, except that the holder of any accepted bill of exchange or promissory note may fix the liability of the drawer, or any indorser thereon, without protest or notice, by instituting suit against the acceptor or maker before the first term of court to which suit can be brought after the right of action accrues; or by instituting suit before the second term of court, and showing good cause why it was not instituted before the first term.

BILLS OF SALE are never used for the purpose of creating a



lien in the nature of a chattel mortgage; but the transfer of title to personal property can only be safely performed by means of a bill of sale; and especially is this true in relation to the sale of stock cattle and horses.

**DEEDS OF TRUST AND CHATTEL MORTGAGES** are used for the purpose of creating a lien on specific personal property; but they must be recorded in the county where the mortgagor or grantor resides, in order to protect the property from subsequent purchasers, mortgagees or creditors in good faith.

Deeds of trust are preferred to either chattel or real estate mortgages, as the trust may be executed without suit, while mortgages must be foreclosed by the ordinary suit in equity for that purpose.

**DEEDS AND MORTGAGES.**—The acknowledgment of any instrument in writing may be taken in any other State or Territory before a notary public, the judge or clerk of a court of record having a seal, or a commissioner appointed by the Governor of Texas for that purpose. If executed in any foreign country the acknowledgment or proof may be taken before any public minister, charge d'affaires, consul or consular agent of the United States.

A seal is not necessary; and where a conveyance is acknowledged, witnesses are not required.

All conveyances affecting real estate, excepting leases for five years or under, must be recorded in the clerk's office of the county where the property is situated; and they take effect from the date of filing for record, as to third parties, without actual notice.

*Form of Acknowledgments. See Deeds.*

**ESTATES OF DECEASED PERSONS.**—Claims must be presented in time to be probated within one year from the time of granting letters of administration; otherwise they will be subject to the prior payment of all claims probated within that time. The sworn statement of the creditor attached to the claim should contain the following: "That the claim is just, that nothing has been paid or delivered toward the satisfaction of such claim, except what is mentioned or credited (if any), that there are no counter-claims known to affiant which have not been allowed (if any), and that the sum or balance claimed is justly due."

The affidavit should be made before a commissioner for the State of Texas. If the creditor is a corporation the affidavit should be sworn to by the treasurer, cashier or managing agent thereof; and when the affidavit is made by such officer, or by an executor, administrator, assignee, trustee or attorney, it should state "that the affiant has made diligent inquiry and examination, and that he does verily believe that nothing has been paid," etc., as above.

Where a claim is rejected by the executor or administrator, the creditor must commence an action thereon within ninety days or be forever barred.

Debts against the decedent rank in dignity as follows: 1st. Funeral expenses. 2d. Expenses of last sickness. 3d. Specific liens according to their priority, so far as the same can be paid out of the property to which the lien is attached. 4th. Wages of servants. 5th. Judgment liens on real estate. 6th. All claims legally exhibited within one year. 7th. All other claims.

EXECUTIONS. See *Judgments* and *Exemptions*.

EXEMPTIONS:

*Homestead*.—Every resident householder is entitled to an estate of homestead to the value, at the time of designation, of \$500, including 200 acres in the country, or any lot or lots in a town or city, used as a homestead. The exemption extends also to any extra value acquired afterward on account of improvements or otherwise.

*Personal Property*.—There is also exempted to resident householders household and kitchen furniture to the value of \$500; implements of husbandry, five milch cows, two yoke of work-oxen, two horses, one wagon, one buggy or carriage, one gun, twenty hogs, twenty sheep, all provision and forage on hand for home consumption; saddles, bridles and harness necessary for the use of the family. Every citizen, not the head of a family, may have exempt from execution one horse, saddle and bridle, all wearing apparel, and the tools, books and apparatus of his trade or profession.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST:

*Legal Rate*, 8 per cent.

Parties may legally stipulate for any rate of interest.

JUDGMENTS are a lien on real estate in the county where docketed, or a transcript thereof is recorded.

The lien ceases at the expiration of one year, without an execution is sued out during said year; and the lien continues, provided execution issues every ten years thereafter.

LIMITATION OF ACTIONS:

*Two Years.*—Actions upon open accounts, except between merchants, and actions in the nature of trespass, trover and replevin.

*Four Years.*—Actions on notes and other written instruments, and actions on foreign judgments.

*Ten Years.*—Record judgments.

Mortgages and other liens expire when the claims are limited for which they are intended as a security.

A written promise to pay will revive the running of the statute; but a part payment will not.

MARRIED WOMEN.—A married woman retains the title to the property owned by her at the time of her marriage, or acquired by her during coverture by gift, devise, bequest or inheritance, subject, however, to the control of her husband. The husband also holds to his separate use all property owned or acquired as aforesaid. All other property acquired by either of them is common. During coverture the husband has the management and the exclusive right of disposing of the common property; and it is liable for the debts of the husband and the liabilities of the wife for necessaries contracted during coverture. Upon the death of one of the parties, the common property goes to the survivor if there be no children; if there are children, then one-half thereof to the children and the remainder to the surviving parent; with this exception, the marriage laws of Texas and California are practically similar.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be signed by the testator in the presence of at least two subscribing witnesses, except where a will is wholly in the handwriting of the testator; in which case witnesses are not requisite to its validity.

## TEXAS.

**ATHENS—Henderson County.**

**Thos. D. Evans** (formerly District Attorney).

STATE OF TEXAS, }  
*Henderson County,* } ss.:

I, James H. Skinner, Presiding Justice of Henderson county, State of Texas, do hereby certify that Thomas D. Evans, a practicing attorney at this bar, is well qualified to attend to any business intrusted to him, is a man of good moral character and strict integrity, and stands high as a member of the bar in this Judicial District. This *January 10, 1873.*

JAMES H. SKINNER,

*Presiding Justice for Henderson Co., Texas.*

I, Jeff. E. Thompson, Clerk District Court, Henderson county, do hereby certify that James H. Skinner, whose signature is affixed to the foregoing, was at the time and is now the officer as above stated, with all powers and emoluments to the same belonging. This *January 10, 1873.*

JEFF. E. THOMPSON, *Clk. D. C. H. C., Texas.*

**BONHAM—Fanin County.**

**Richard B. Semple.**

BONHAM, *February, 1873.*

Richard B. Semple is a lawyer of ability and integrity, perfectly reliable and entirely responsible.

M. A. KNIGHT, *Chief Justice Franklin Co., Texas.*

**BROWNWOOD—Brown County.**

**Henry B. Tarver.**

I recommend H. B. Tarver as a good and trustworthy lawyer, and one that can be depended upon.

G. FISK, *Judge County Court Brown Co., Texas.*

**BRYAN—Brazos County.*****Broaddus & Thomas.***

ANDREW S. BROADDUS (ex-Member of Legislature).

JAS. D. THOMAS.

S. F. KNEELAND:

We enclose order to have our names inserted as correspondents for the M. P. L. Association for this town and county, with the following testimonial. We have no National Bank, and the Judge of our District Court is not now in the State.

BROADDUS &amp; THOMAS.

STATE OF TEXAS, }  
 County of Brazos. }

I, Hammett Hardy, Presiding Justice of the county aforesaid, do hereby certify that Messrs. Broaddus & Thomas are responsible attorneys, in good standing and in full practice in said county, and that the Judge of the District Court for the judicial district including said county is absent from the State.

Given under my hand and the seal of the said court, this  
 [L. s.] the 12th day of June, A. D. 1873.

HAMMETT HARDY, *P. J., Brazos Co.***CENTERVILLE—Leon County.*****Wood & Patrick.*****CLARKSVILLE—Red River County.*****R. R. Gaines.***

THE NATIONAL BANK OF JEFFERSON, }  
 JEFFERSON, Texas, June 11, 1873. }

S. F. KNEELAND, Esq.:

DEAR SIR.—It affords me pleasure to state that R. R. Gaines, Esq., an attorney of Clarksville, Texas, is in every respect an honest, prompt, efficient and reliable lawyer.

Respectfully,

W. M. HARRISON,  
*President National Bank, Jefferson, Texas.*

**CLEBURNE—Johnson County.****Lewis B. Davis.**THE STATE OF TEXAS, }  
Johnson County. }

This is to certify that L. B. Davis is an attorney of good standing and a man of integrity.

HUGH W. BARCLAY,  
*Pres. Justice Johnson County, Texas.*

*April 5th, 1873.*

**COLUMBUS—Colorado County.****Rowan Green.**

References: Major R. L. Foard, Hon. Josiah Shaw, Judge Geo. W. Smith, Simon Thulemeyer, J. R. Carlton, J. F. Sandmeyer, M. W. Young, Columbus, Texas; P. Thompson & Co., Austin, Texas; Quinin & Whittin, Wharton, Texas; Judge C. S. Longcope, and Hon. Gustave Cooke, Houston, Texas; A. Sessums, Powell & Co. and George Schneider & Co., Galveston, Texas.

**CORSICANA—Navarro County.****Nicholas C. Read.**

CORSICANA, Navarro Co., Texas, *Jan. 10, 1873.*

I hereby certify that Mr. N. C. Read is a member of the bar of the Thirty-fifth Judicial District of Texas, and fully indorse him as being prompt, well qualified and energetic in the discharge of all legal business that may be intrusted to him.

F. P. WOOD,  
*Judge Thirty-fifth Jud. Dist., State of Texas.*

**DALLAS—Dallas County.****McCoy & McCoy.**

JOHN C. MCCOY (ex-Member of Legislature and Dist. Att'y).  
JOHN M. MCCOY (now City Attorney).

DALLAS, Texas, *June 14, 1872.*

*To whom it may concern:*

My personal acquaintance with the firm of McCoy & McCoy, attorneys at law, Dallas, Texas, as well as the general reputation of the same, warrants me in saying that they are well qualified to

undertake any legal business intrusted to them. They are prompt and faithful in the interests of their clients, and this testimonial is very cheerfully accorded.

HARDIN HART, *Judge Fourteenth Ju. Dist., Texas.*

I most cheerfully indorse the above statement.

T. C. JORDAN, *President City Bank, Dallas.*

*P. S.*—McCoy & McCoy are the attorneys of Texas and P. R. R. Co., as also the attorneys for the Dallas and N. R. R. Co., employed by the year.

#### DECATUR — Wise County.

*T. L. Stanfield* (ex-Presiding Justice, County and District Attorney).

#### DE WITT — Clinton County.

*Phillips, Lackey & Stayton.*

A. H. PHILLIPS (ex-State Senator).

S. C. LACKEY (ex-District Attorney).

JOHN N. STAYTON (formerly District Attorney).

#### FORT WORTH — Tarrant County.

*Brewer & Waterman.*

DALLAS, Texas, *April 21, 1873.*

Messrs. Brewer & Waterman, who are practicing attorneys at Fort Worth, Tarrant county, Texas, in this the Fourteenth Judicial District, are reliable and trustworthy attorneys, and as such I can recommend them to the public.

Respectfully,

HARDIN HART, *Judge Fourteenth Jud. Dist., Tex.*

#### GAINESVILLE — Cooke County.

*John T. Walker.*

I, W. W. Foreman, Chief Justice of aforesaid county, State of Texas, do hereby certify that John T. Walker, Esq., is a regular practicing attorney in the town of Gainesville, Cooke county, of good standing as such.

Given this 28th day of March, 1873.

W. W. FOREMAN, *Pres. Just., Cooke Co.*

**GALVESTON — Galveston County.***Jesse Staucel* (ex-Register in Bankruptcy).GALVESTON, Texas, *June 2, 1873.*

This is to certify that Col. Jesse Staucel is a member of the legal profession, and a member of the bar in good standing in this community. Any business intrusted to his charge will receive that professional consideration and attention that honorable members of the bar usually give.

S. DODGE, *Judge Criminal District Court in and for Galveston and Harris Counties, Texas.*

**GIDDINGS — Washington County.***J. A. Lipscomb.*BOENHAM, Texas, *Feb. 15, 1873.*

*To all to whom these presents shall come:*

I take pleasure in saying that I am acquainted with Mr. Joel A. Lipscomb, who is a resident of this (Washington) county; that he is a young attorney of promise and integrity, and worthy of the confidence of the public.

J. B. MFARLAND,  
*Judge Twenty-ninth Jud. Dist. of Texas.*

**GONZALES — Gonzales County.***Joseph O'Conner.*GONZALES, Texas, *March 24, 1873.*

*To whom it may concern:*

This certifies that I have known Joseph O'Conner, attorney at law, for a number of years; that he has been regularly in the practice of his profession in this county for the past seven years. Mr. O'Conner is prompt and faithful to the interest of clients, and is attentive to all business intrusted to his care. I take pleasure in according to him this testimonial of his efficiency as a lawyer.

[L. s.] W. V. COLLINS, *Chief Just., Gonzales Co., Texas.*

**HEMPSTEAD — Austin County.***T. S. Reese.*



**HOUSTON — Harris County.**

*Jno. T. Harcourt* (formerly Member of the Senate, State of Texas).

**JACKSBOROUGH — Jacks County.**

*Adrian R. Bennit.*

**JEFFERSON — Marion County.**

*Estes & Maxey.*

BENJ. T. ESTES.

THOS. S. MAXEY (ex-Member of Legislature in Mississippi).

**KAUFMAN — Kaufman County.**

*Wm. A. Hindman.*

*To all whom it may concern:*

This will certify that Wm. A. Hindman, Esq., is an attorney of good standing at the bar, and of honorable and moral deportment, and to the best of his ability will honestly discharge his duties to his clients and punctually transact any business which may be intrusted to him.

To certify which, witness my official signature and the [L. s.] seal of the County Court of Kaufman county on this February 1, 1873.

R. BARNETT, *Pres. Judge, Kaufman Co., Tex.*

**LAREDO — Webb County.**

*Crafts & Peterson.*

W. O. CRAFTS.

H. C. PETERSON.

**MATAGORDA — Matagorda County.**

*Don E. E. Braman.*

MATAGORDA, *March 29, 1873.*

I, the undersigned, Chief Justice of Matagorda county, State of Texas, do certify that I have known D. E. E. Braman, Esq., a practicing attorney at law, for many years; that he is a man

of honor and integrity and well qualified for the duties of his profession.

Given under my hand and seal of office at Matagorda,  
[L. s.] March 29, 1873.

H. P. GOVE, *Pres. Just., Matagorda Co., Texas.*

**MOULTON—Moulton County.**

*Moulton & Doom.*

M. C. MOULTON.

D. W. DOOM.

WOODVILLE, Texas, *Jan. 27, 1873.*

I, H. C. Pedigo, Judge of the Second Judicial District of the State of Texas, including the county of Jasper, hereby certify that I am, and have for years been, personally well acquainted with Messrs. Moulton & Doom, attorneys and counselors at law, at Jasper, Texas; that they are gentlemen of integrity and high character, learned and able lawyers, prompt in their business habits and zealous in the cause of their clients, and in all respects reliable and efficient lawyers.

H. C. PEDIGO, *Judge Second Jud. Dist.*

**PARIS—Lamar County.**

*Hale & Scott.*

PARIS, Texas, *22d March, 1873.*

Mr. S. F. KNEELAND, *74 State street, Albany, N. Y.:*

DEAR SIR.—I am personally acquainted with Messrs. Hale & Scott, who are practicing attorneys here, and can say that they are entirely solvent, men of superior ability, integrity, morality and promptness.

In testimony whereof, I hereunto sign my name and affix the  
[L. s.] seal of the District of Lamar county, Texas. Done at  
office, in Paris, the date above written.

G. W. DE WITT, *Clerk Dist. Ct., Lamar Co., Tex.*

March 29, 1873.

rd county, State

E. Braman, Esq.,

that he is a man

**QUITMAN — Wood County.***John F. Jones.*QUITMAN, Texas, *January 14, A. D. 1873.*

I hereby certify that John F. Jones is an attorney of good standing at this bar, and worthy of all confidence that may be reposed in him.

Witness my official signature and seal of office, this the  
[L. s.] 14th day of January, A. D. 1873.

T. J. WORTHY, *Clerk D. C., Wood Co., Texas.*

I concur in the above.

Witness also my hand officially, and seal of office, date  
[L. s.] above written.

E. R. SHERFORD,  
*J. P. and ex officio N. P. Wood County, Texas.*

**RICHMOND — Fort Bend County.***P. E. Pearson* (ex-District Attorney).

Refers to

Hon. P. W. Gray, Houston, Texas.

Judge L. Lindsay, La Grange, Texas.

Judge W. H. Parkhurst, Matagorda, Texas.

Judge A. P. McCormic, Brazoria, Texas.

**ROCKPORT — Aransas County.***J. Williamson Moses* (Prest. Justice).AUSTIN, Texas, *March 31, 1873.*

I hereby certify that J. W. Moses, Esq., of Rockport, Aransas county, Texas, is an attorney and counselor at law, in good standing, and is authorized to practice in all the district courts and inferior ones in the State of Texas. Mr. Moses practices in the counties of Aransas, Refugio and Nueces in the Sixteenth Judicial District, which constitute a part of the district over which I preside. I further indorse Mr. Moses as an honorable man and a gentleman.

T. C. BARDEN,  
*Judge Sixteenth Judicial Dist., State of Texas.*

**SAN ANTONIO — Bexar County.****Houston & Cooke.**

A. W. HOUSTON.

FRED. COOKE.

Messrs. Houston & Cooke are gentlemen of sterling worth, prompt, energetic and efficient in business, and lawyers in whom confidence may be reposed.

H. KLOCK,

*Presiding Justice County Court, Bexar Co.*

G. H. NOONAN,

*District Judge.***SHERMAN — Grayson County.****Woods & Cowles.**

JAMES D. WOODS.

JAMES R. COWLES.

**VICTORIA — Victoria County.****Phillips, Lackey & Stayton.**

A. H. PHILLIPS (ex-State Senator).

SAML. C. LACKEY (ex-District Attorney).

JOHN W. STAYTON (ex-District Attorney).

**WACO — McLennan County.****Buck Bros.**

G. J. BUCK.

SILAS C. BUCK.

**WAXAHACHIE — Ellis County.****E. P. Anderson & Bro.**

E. P. ANDERSON.

G. B. ANDERSON.

OFFICE OF DISTRICT CLERK, ELLIS COUNTY, }  
WAXAHACHIE, Texas, *March*, 1873. }

*To the Officers of the Merchants' Protective Law Association, 74  
State street, Albany, N. Y.:*

GENTLEMEN.—I take pleasure in recommending E. P. Anderson and George B. Anderson, firm of E. P. Anderson & Brother, attorneys at law, as being gentlemen of good average legal attainments,

and well worthy the confidence of those disposed to intrust business to their care.

Respectfully,

N. G. DAVIS, *Presiding Justice, Ellis Co., Texas.*

S. F. KNEELAND, Esq., *Albany, N. Y.:*

SIR.—We send testimonial from our county judge, as the district judge is absent.

Yours truly,

E. P. ANDERSON.

**WEATHERFORD—Parker County.**

*Ball & Roach.*

A. J. BALL.

I. N. ROACH.

WEATHERFORD, Texas, *Jan. 15, 1873.*

*To the Merchants' Protective Law Association:*

I take pleasure in recommending Messrs. Ball & Roach, of this place, as competent to transact any legal business that may be intrusted to them, and, at the same time, prompt and reliable.

Respectfully,

CHAS. SEWARD,

*Judge Thirteenth Judicial District, Texas.*

**WILLIS—Montgomery County.**

*John E. George.*

This is to certify that John E. George, a citizen of the town of Willis, Montgomery county, Texas, is a regular practicing attorney of the Nineteenth Judicial District of said State, of good standing, of moral habits, and is prompt in attendance at our District Courts, and faithful in the discharge of legal duties.

Given under my hand and official signature, at my office, in the town of Montgomery, this the 24th day of March, 1873.

E. C. CHAMBERS,

*Presiding Justice, Montgomery County, Texas.*

I, P. M. Tell, Clerk of the District Court, corroborate the above statement.

In testimony whereof, I hereunto set my hand and affix the  
[L. s.] impress of the seal of said court, at office, in the town  
of Montgomery, in said county, this 24th day of March,  
A. D. 1873.

PLEASANT M. TELL, *Clerk D. C., M. C.*

## UTAH TERRITORY.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ARREST IN CIVIL ACTIONS.—The defendant in a civil action is liable to arrest where it is shown by proper affidavits that he is about to depart from the Territory with intent to defraud his creditors, or has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought, or in concealing or disposing of such property, or that he has removed or disposed of his property, or is about to do so, with intent to defraud his creditors.

ATTACHMENTS will issue at the issuing of summons in an action upon a contract which is not secured by mortgage, lien or pledge upon real or personal property, or, where the defendant has rendered such security nugatory, upon the plaintiff, or some one in his behalf, filing a bond with sufficient surety, and making an affidavit, setting forth one or more of the following causes: That the defendant is not residing in the Territory; or has departed, or is about to depart from the Territory or county; or conceals himself so that process cannot be served; or is disposing of his property with intent to defraud his creditors.

The process is similar to that in California.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed by the provisions of the common law.

CHATTEL MORTGAGES are valid if duly acknowledged and recorded.

EXECUTIONS. See *Exemptions*.

EXEMPTIONS:

*Homestead*.—Every resident householder, being the head of a family, is entitled to an estate of homestead to the value of \$1,000,

and of the additional value of \$250 for each member of his family, which shall be exempt from levy or attachment. Also the following :

*Personal Property.*—Chairs, tables, desks and books, to the value of \$100; necessary household, table and kitchen furniture; and wearing apparel; and provisions and fuel for sixty days; farming utensils, or implements of husbandry; two oxen, or two horses, or two mules, and their harness; one cow and calf; one cart or wagon, and food for stock for sixty days; all seed, grain or vegetables, on hand or reserved or provided for planting within six months, not exceeding in value \$100; tools and implements of a mechanic or artisan necessary to carry on his trade; instruments and libraries of physicians, dentists and surveyors; libraries of lawyers and clergymen; the tent or cabin of a miner, including furniture and necessary tools used in mining, not to exceed in value \$400, and necessary food for thirty days.

If the debtor be the head of a family, there is further exempt from execution: five sheep and their wool, two hogs, and three pigs, and necessary food for them for sixty days; all flax raised and the material manufactured therefrom; spinning wheels and other instruments of domestic labor kept for family use; also the earnings of the debtor for his personal services, or those of his family, rendered within sixty days next preceding the levy or attachment.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY :

*Legal Rate*, 7 per cent.

*Allowable* by contract in writing, 10 per cent.

JUDGMENTS are a lien for two years on the real estate of the judgment debtor, not exempt from execution in the county where rendered or a transcript thereof has been filed.

LIMITATION OF ACTIONS :

*Two Years.*—Actions upon open accounts and oral contracts.

*Three Years.*—Actions of trespass on real property; for taking or injuring, or for the specific recovery of personal property, and for relief on the ground of fraud.

*Four Years.*—Actions founded on written instruments

*Five Years.*—Actions on judgments.

*Seven Years.*—Actions for the recovery of real property.

**MARRIED WOMEN.**—The statute provides that the property, either real or personal, owned by either spouse before marriage, and that acquired afterward by gift, bequest or devise, or descent, with the rents, issues and profits thereof, is the separate property of that spouse by whom the same is owned or acquired; and separate property owned or acquired, as specified above, may be held, managed, controlled, transferred, and in any manner disposed of by the spouse so owning or acquiring it, without any limitation or restriction by reason of marriage. Either spouse may sue or be sued, plead or be impleaded, or defend or be defendant at law.

As would naturally be inferred from the marital relations among a portion of the people occupying this Territory, the right of dower does not exist.

**PROMISSORY NOTES.** See *Bills of Exchange*.



## UTAH TERRITORY.

**SALT LAKE CITY** — Salt Lake County.  
*Geo. E. Whitney.*

Attorney for and recommended by

A. W. WHITE & CO., *Bankers, Salt Lake City.*

## VERMONT.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ARREST IN CIVIL ACTIONS.—No citizen of the United States can be arrested by virtue of any mesne process founded on a contract, unless the creditor files an affidavit with the person authorized to issue the writ, showing that he has good reason to believe, and does believe that the defendant is about to abscond or remove from the State, and has secreted about his person or elsewhere money or other property to an amount exceeding \$20, or sufficient to satisfy the demand of such creditor against him, or that the debtor neglects or refuses to pay over money which he holds for the plaintiff in a fiduciary capacity, although demand has been made upon him therefor.

In all actions of tort, an attachment will issue against the body of the defendant as a mesne or original process, where the debtor has not sufficient goods and chattels to answer the amount stated in the writ.

ATTACHMENT.—An attachment issue as an original writ, and, practically, all actions at law are commenced by attachment. The property attached will be held as security for the satisfaction of the judgment when obtained, unless the defendant shall give bonds for the amount stated in the writ and retain the property.

Perishable property may be sold and the proceeds held by the sheriff or constable in lieu thereof. No affidavit is necessary. A nominal recognizance for costs is required, which, in the case of residents, is generally signed by the attorney or his clerk.

For the general application of this peculiar system of attachments, see "New England Grab Law."

**BILLS OF EXCHANGE AND PROMISSORY NOTES.**—The common law prevails, except that notes made payable on demand are considered overdue in sixty days from date, for the purpose of protest, to hold the indorser thereon.

**BILLS OF SALE** have no binding effect as such, the title to personal property always passing by delivery as to third parties.

**CHATTEL MORTGAGES** are only valid for the purpose of acquiring a lien on machinery or fixtures in a printing office or factory. They partake entirely of the nature of mortgages of realty, as to execution, acknowledgment, recording, assignments and foreclosures.

**DEEDS AND MORTGAGES.**—All conveyances of land or any interest therein must be in writing, signed by the grantor or his authorized agent, sealed, delivered and recorded. The acknowledgment may be taken according to the laws of the State or country where taken, if certified to by the clerk of a court of record. Acknowledgments may also be taken before a commissioner for the State of Vermont, or a minister, charge d'affaires, consul or vice-consul of the United States.

*Form of Acknowledgments.* See Appendix, *Forms.*

**ESTATES OF DECEASED PERSONS.**—Claims should be presented in writing, duly verified, to the commissioners appointed by the Probate Court for that purpose, within six months from the date of their appointment. The commissioners may, if a proper cause is shown, secure an extension of the time for receiving and paying claims, but not to exceed two years in all.

**EXECUTIONS.** See *Exemptions* and *Judgments.*

**EXEMPTIONS.**—A *homestead* of the value of \$500, with the rents, issues and products thereof, is exempt from levy or attachment on all claims accruing after such homestead is acquired.

The following *personal property* is exempt from execution or attachment: Such suitable apparel, bedding, tools, arms and household furniture as may be necessary for upholding life, one sewing machine kept for use, the best swine, or the meat of one swine, ten sheep and one year's product of said sheep in wool, yarn or cloth, forage sufficient for the stock for one winter, ten cords of wood, twenty bushels of potatoes, all growing crops, ten bushels of grain, one barrel of flour, three swarms of bees with

their hives and produce in honey, two hundred pounds of sugar, all lettered gravestones, the Bible and other books used in a family, the professional books and instruments of physicians, and the professional books of clergymen and attorneys-at-law, to the value of \$200; one yoke of oxen or steers, as the debtor may select, two horses kept and used for team work and such as the debtor may select in lieu of oxen or steers, but not to exceed in value the sum of \$200, with sufficient forage for their keeping through the winter, and live poultry not exceeding in value the sum of ten dollars.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY LAWS:

*Legal Rate*, 6 per cent.

*Usury* invalidates the excess only.

JUDGMENTS are not a lien on real estate.

LIMITATION OF ACTIONS:

*Two Years*.—Actions for slander and libel.

*Three Years*.—Actions for assault and battery and false imprisonment.

*Four Years*.—Actions against sheriffs for the misconduct or negligence of their deputies.

*Six Years*.—Actions of debt founded on any lease, contract, obligation or liability, not under seal; actions of account, assumpsit or on the case founded on any contract, obligation or liability, expressed or implied; actions of trespass on land, of replevin or other actions for taking, detaining or injuring personal property; and all other actions on the case, except as above specified.

*Eight Years*.—Actions on judgments, sealed instruments and covenants of warranty or seisin.

*Fourteen Years*.—Attested promissory notes.

*Fifteen Years*.—Actions for the recovery of real estate.

An acknowledgment or promise to pay must be in writing to revive a claim barred by the statute.

MARRIED WOMEN enjoy nearly all the old common-law disabilities in this State. The personal property of the wife at marriage passes to the husband absolutely, and her choses in action become his property when reduced to possession. He also has the rents and profits of her real estate. Upon the sale of her real property the proceeds may be invested for the separate benefit of the wife,

not liable to attachment on account of the debts of the husband, except where she permits him to use the same as his own property, in which case her rights are waived, and it inures to his sole benefit. She may devise her real estate; and where the husband absconds without providing for her, she may, by an order from the Supreme Court, be entitled to the earnings of herself and her minor children. With this exception, a married woman can be said to have no separate legal existence.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be in writing, signed by the testator and attested by three or more witnesses, who must subscribe their names at the end thereof, in the presence of the testator and of each other.

## VERMONT.

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### BARRE — Washington County.

*Wm. A. Boyce.*

*To whom it may concern:*

We hereby certify that we are acquainted with W. A. Boyce, and recommend him as an attorney who is prompt and faithful in the interest of his clients, and well qualified to undertake any legal business intrusted to his care.

J. C. HOUGHTON, *Cashier First Nat. Bank.*

MONTPELIER, Vt., *April 10, 1873.*

### DERBY — Orleans County.

*John Young.*

### FAIR HAVEN — Rutland County.

*George M. Fuller.*

George M. Fuller is personally known to me to be thoroughly reliable and trustworthy.—[Ed.]

### JERICHO — Chittenden County.

*C. S. Palmer.*

*To whom it may concern:*

We, the undersigned, can recommend C. S. Palmer, of Jericho, Chittenden county, Vermont, as a person well qualified to attend to and transact any legal business that may be intrusted to his care, to be prompt and faithful in the interest of his clients, and we cheerfully accord this testimonial in his behalf.

C. M. SPAULDING.

A. O. HUMPHREY.

L. B. HOWE.

ERASTUS FIELD.

JERICHO, *Jan. 24, 1873.*

**LUDLOW — Windsor County.*****Walker & Goddard.***

WM. H. WALKER (formerly Member of Legislature and State Senator).

MARTIN GODDARD, Esq.

NATIONAL BLACK RIVER BANK, }  
PROCTORSVILLE, Oct. 25, 1872. }

We certify that Walker & Goddard, attorneys at law of Ludlow, Vt., are men of good standing in their profession and every way qualified to discharge any legal business intrusted to their care. We have known them several years, and consider them prompt, faithful, responsible and reliable attorneys.

H. W. ALBEE, *President.*

**MONTPELIER — Washington County.*****T. J. Deavitt.***

MONTPELIER, Vt., Dec. 9, 1872.

*To whom it may concern:*

I have been acquainted with T. J. Deavitt, Esq., as a practicing attorney in the courts of this State for several years. He is a lawyer of good standing in his profession, and well qualified to undertake any legal business intrusted to him. Mr. D. is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

TIMOTHY P. REDFIELD, *Judge Sup. Ct. of Vt.*

**NORTHFIELD — Washington County.*****Carpenter & Plumley.***

HERMAN CARPENTER (State Senator, ex-Probate Judge, and District Attorney).

FRANK PLUMLEY.

*To whom it may concern:*

We are well acquainted with the law firm of H. Carpenter & F. Plumley, and know them to be well qualified to undertake any business intrusted to them; that their standing as a firm, financially and professionally, is excellent; and we can recommend them to all who are in need of professional services, of whatever nature, as prompt and honorable attorneys.

ALVIN BRALEY, *Pres. Northfield Nat. Bank.*

T. L. ELY, *Cashier.*

## PROCTORSVILLE — Windsor County.

*Clark H. Chapman* (formerly State Senator and Register of the Probate Court).

PROBATE OFFICE, WINDSOR DISTRICT, }  
PROCTORSVILLE, Vt., June 23, 1873. }

S. F. KNEELAND, Esq., *Attorney at Law, Albany, N. Y.*:

DEAR SIR.—In answer to your letter of the 20th, asking as to the character, abilities and responsibility of Hon. Clark H. Chapman, of this place, I write to say that he is a lawyer of twenty-five years' practice in this county, and was formerly for several years the Probate Register in this district; that since then he has received two elections as State Senator from the county, serving the full terms with honor to himself and satisfactory to his constituency. At this date he is a director in one bank in this county and one in Windham county. Hence, I conclude his pecuniary responsibility is undoubted. He holds no other office, and is employed in the usual business of a country lawyer and collecting attorney. Any business you or your correspondents may intrust to him will be transacted, I have no doubt, with due dispatch and fidelity. Respectfully yours,

CHAS. F. BARRETT, *Register of the Probate Court for the District of Windsor, Vt.*

BANKING-HOUSE OF THE NATIONAL BLACK RIVER BANK, }  
PROCTORSVILLE, Windsor Co., Vt., June 21, 1873. }

S. F. KNEELAND, Esq., *Attorney at Law, No. 74 State street, Albany, N. Y.*:

DEAR SIR.—In answer to your inquiry as to the character and standing of Hon. Clark H. Chapman, as a lawyer and collecting attorney, I have to say that I have known him for twenty years and more, and most cheerfully assure you that, in my opinion, he is perfectly reliable and trustworthy. As the attorney for this bank he has given entire satisfaction, and I believe he has the confidence of all his business correspondents.

Respectfully yours,

GEO. S. HILL, *Cashier.*

## RUTLAND — Rutland County.

*N. P. Simons.*



**SADAWGA — Windham County.*****Horatio N. Hill.****To whom it may concern:*

I hereby state that I have been personally acquainted with Horatio N. Hill, Esq., of Sadawga, Vt., upwards of twelve years past, and that during that time he has been a lawyer in practice in that town, and has been of good professional standing and responsibility.

H. H. WHEELER, *Judge of Supreme Court, Vt.*

**ST. ALBANS — Franklin County.*****Mason B. Carpenter.***

ST. ALBANS, *Jan. 23, 1873.*

This is to certify that M. B. Carpenter is an attorney of this place, in good standing and of good character in my judgment.

HOMER E. ROYCE, *Judge of Supreme Court.*

**SOUTH LONDONDERRY — Windham County.*****Jas. L. Martin.***

An honorable, upright and able attorney.—[ED.]

## VIRGINIA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*.

ALIENS. See title, "*Rights of Aliens*."

ARREST.—An order of arrest is only granted in a civil action where there is probable fear that the debtor is about to leave the State. The debtor will be discharged on giving sufficient bonds that he will, at any time within four months after judgment or decree, answer to such interrogatories as may be filed against him, and make the required conveyance or delivery, or perform or satisfy such judgment or decree.

ATTACHMENTS will issue in this State against the property of non-residents where the cause of action arose on contract, where the debtor is about removing his property out of the State, and against tenants who are about moving their effects from the leased premises without paying the rent. The plaintiff must file the usual bond and affidavit.

BILLS OF EXCHANGE AND PROMISSORY NOTES are governed entirely by the common law.

BILLS OF SALE.—Deeds of trust are used in this State in the place of both bills of sale and chattel mortgages, whereby either real or personal property is conveyed to a trustee, with a power of sale in case of a breach of the condition contained therein.

DEEDS OF TRUST must be in writing, signed, acknowledged and recorded in the same manner as deeds of real estate.

CHATTEL MORTGAGES. See *Bills of Sale*.

DEEDS AND MORTGAGES may be certified to according to the laws of the State where acknowledged. The laws in relation to

real estate transfers in this State were substantially copied by the State of West Virginia. See *West Virginia*.

**ESTATES OF DECEASED PERSONS.**—Executors and administrators are required to close the estate within one year from the time of their appointment. Claims should be presented as soon after letters of administration are granted as practicable.

Where the estate is not sufficient to pay all claims filed against it, the personal representatives, after paying funeral expenses and costs of administration, shall apply the balance to the payment of claims in the following order of preference: 1st. Debts due the United States. 2d. Taxes and levies assessed previous to the death of the decedent. 3d. Fiduciary debts. 4th. All other demands, except 5th. Voluntary obligations.

**IMPRISONMENT FOR DEBT.** See *Arrest*.

**INTEREST AND USURY LAWS:**

*Legal Rate*, 6 per cent.

*Allowable by written contract*, 12 per cent.

*Usury* vitiates every contract into which it enters, including negotiable paper, and, at law, forfeits both principal and interest; but it seems that, in equity, the principal may be recovered and interest at the legal rate per cent.

**JUDGMENTS** are a lien on all of the real estate of the judgment debtor; but in order to bind innocent purchasers, for value, they must be docketed in the county where the property lies within a year from the date of recovery, or ninety days previous to the conveyance to such purchaser.

**LIMITATION OF ACTIONS:**

*Two Years.*—Actions for articles charged in a store account.

*Five Years.*—All actions excepting those otherwise limited herein.

*Ten Years.*—Actions on indemnification and official bonds.

*Fifteen Years.*—Actions for the recovery of real estate.

*Twenty Years.*—Actions on sealed instruments.

*Revivor.*—The promise or acknowledgment to revive a debt barred by the statute must be in writing.

**MARRIED WOMEN.**—All the common-law disabilities apply to married women in this State; they being incapable of performing

any separate legal act, except to create a valid devise of their separate real estate.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS must be in writing, signed by the testator. Two witnesses are required, who shall sign their names at the end of the will in the presence of the testator and of each other.

## VIRGINIA.

## ARRINGTON — Nelson County.

*Thompson & Brown.*

JOHN THOMPSON, JR. (was formerly State Senator of Virginia).  
J. THOMPSON BROWN.

LYNCHBURG NATIONAL BANK, }  
LYNCHBURG, Va., March 13, 1873. }

S. F. KNEELAND, Esq., *Attorney, etc., Albany, N. Y. :*

DEAR SIR.—In reply to inquiries contained in your letter of 11th inst., I have the pleasure of saying that Messrs. Thompson & Brown, attorneys at law, at Arrington Depot, Va., are fully entitled to be classed as prompt, reliable and responsible attorneys, of high standing, professionally and socially. They are attorneys for this bank in the counties in which they practice.

Very respectfully,

LO. NORVELL, *Cashier.*

## CHARLOTTESVILLE — Albemarle County.

*T. L. Michie.*

This certifies that Mr. Thomas L. Michie is a lawyer, practicing in all the courts of Albemarle county, Virginia, of high integrity and of professional ability. Business intrusted to him will be promptly and honestly attended to.

JOHN L. COCHRANE,  
*Judge of Albemarle County Court.*

## CHRISTIANSBURG — Montgomery County.

*George G. Junkin.*

CHRISTIANSBURG, Va., Feb. 22, 1873.

The undersigned certify that George G. Junkin, Esq., is a practicing lawyer, in good standing, residing at this place,

and we cheerfully testify to his efficiency and honesty as such.

J. N. LYLE, *Judge of Montgomery Co.*  
 SPINDLE & BRO., *Merchants.*  
 FUZZELL & LOVENTY, *Merchants.*  
 J. KYLE MONTAGUE, *Merchant.*

**CULPEPPER — Culpepper County.**

*Archer & Morton.*

THOS. M. ARCHER.  
 JAS. W. MORTON.

CULPEPPER, Va., *Feb. 28, 1873.*

I certify that Archer & Morton are regular attorneys, practicing in the courts of this and adjoining counties; that they are reliable lawyers, and, in my opinion, prompt and active in the discharge of their professional duties.

JOHN W. BEED, *Judge Co. Ct., Culpepper.*

We concur in the foregoing.

H. SHACKELFORD, *Judge Sixth Cir., Va.*  
 JAS. T. JOHNSON, *Prest. Bk. of Culpepper.*

**DANVILLE — Pittsylvania County.**

*Edwin E. Bouldin.*

We certify that E. E. Bouldin is retained by the Planters' National Bank of Danville, in this county, and that we regard him as a reliable attorney.

W. N. SHELTON, *Act. Prest.*  
 N. FALLEY, *Cashier.*

**FARMVILLE — Prince Edward County.**

*Berkley & Berkley.*

WM. R. BERKLEY.  
 ROBT. E. BERKLEY.

Recommended by

F. W. WATKINS,  
*Judge P. E. County Court and President Commercial Bank.*  
 JOHN H. KNIGHT, *Cashier Com. Bk.*

**FREDERICKSBURG**—Spottsylvania County.**Marye & Fitzhugh.**

JOHN L. MARYE (Lientenant-Governor of Virginia).  
GEO. R. FITZHUGH.

Marye & Fitzhugh, composed of John L. Marye and G. R. Fitzhugh, are well known to me to be gentlemen and lawyers of the highest standing and worthy of the fullest confidence.

R. C. L. MONCURE,  
*Late Judge of Supreme Court of Appeals, Va.*

**GLOUCESTER**—Gloucester County.**Perrin Kemp.****JACKSONVILLE**—Floyd County.**Z. T. Dobyus.**

JACKSONVILLE, Floyd Co., Va., Dec. 26, 1872.

*To whom it may concern:*

I have known Mr. Z. T. Dobyus as an attorney for some time, and consider him well qualified to attend to any legal business that may be intrusted to his care and management. Mr. Dobyus is prompt and faithful in the discharge of business and to the interest of his clients.

JNO. MERRITT, *Judge of the Co. Ct. of Floyd.*

**LEXINGTON**—Rockbridge County.**D. E. & J. H. Moore.**

D. E. MOORE (Commonwealth's Attorney).  
JOHN H. MOORE.

LEXINGTON, Va., Dec. 26, 1872.

*To whom it may concern:*

It gives me pleasure to testify that the law firm of D. E. & J. H. Moore, of this place, is composed of members who are perfectly reliable and responsible, and who will faithfully and promptly attend to any business intrusted to them.

J. K. EDMONDSON,  
*Judge of Rockbridge Co. Court, Lexington, Va.*

**LYNCHBURG — Campbell County.***Wm. C. Ivey.*

This is to certify that I am well acquainted with William C. Ivey, Esq., a practicing attorney in the courts of this city, and take great pleasure in stating that, professionally and morally, he is eminently qualified for the discharge of his duties.

J. GASLAND,

*Judge of the Corporation Court of Lynchburg.*

March 8, 1873.

**NEWPORT — Giles County.***James A. Echols.*

GILES COUNTY, Va., Jan. 22, 1873.

*To all to whom these presents shall come:*

Know ye that I, the undersigned, Judge of the County Court of Giles county, Va., do hereby respectfully represent, that James A. Echols is a person of honesty, probity and good demeanor, and that his professional standing as a lawyer is good; that he is a young lawyer just come to the bar, and I have never heard aught against him, personally or professionally.

P. W. STROTHER.

**NORFOLK — Norfolk County.***Warren G. Elliott.*

Mr. W. G. Elliott is a prompt and reliable lawyer.

W. H. BURROUGHS, *Judge of the Court of the Corporation of the city of Norfolk.*

June 3, 1873.

**ORANGE C. H. — Orange County.***Jas. L. Powell* (formerly State Attorney).**PETERSBURG — Dinwiddie County.***W. L. Watkins.*

I, Samuel S. Weisiger, Judge of the Circuit Court of the city of Petersburg, do certify that W. L. Watkins is a practitioner of



unexceptionable character and standing in his profession. As a citizen, he is a Christian gentleman.

Given under my hand this 20th day of January, 1873, at the city of Petersburg, Va.

SAMUEL S. WEISSIGER.

**PORTSMOUTH—Norfolk County.**

**V. O. Cassell** (formerly Commonwealth Attorney).

PORTSMOUTH, Va., *April 7, 1873.*

*To whom it may concern:*

This is to certify that V. O. Cassell, attorney at law, of Portsmouth, Va., is of good professional standing; is a practitioner in the court of which I am judge; is worthy of credit and respectability, and well qualified to undertake any legal business intrusted to him. Mr. Cassell is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

C. W. HILL, *Judge.*

I certify that C. W. Hill, who has signed the forgoing certificate, is Judge of the Court of Hastings for the city of Portsmouth, Va.

JAMES D. BRADY, *Clerk of Court.*

**ROCKY MOUNT—Franklin County.**

**George M. Waddill.**

**SALEM—Roanoke County.**

**James W. Palmer.**

SALEM, Roanoke Co., Va., *April 12, 1873.*

I am well acquainted with James W. Palmer, Esq.; he is a graduate of Roanoke College, now engaged in the practice of law in this place. Mr. Palmer is well qualified in his profession; he is efficient, prompt and in every way reliable; he is a gentleman of unimpeachable integrity.

D. F. BITTLE, *President of Roanoke College.*

Refers by permission to J. J. Moorman, President of the Farmers' National Bank, Salem, Va.

*To whom it may concern :*

Mr. James W. Palmer is a practicing lawyer in my court, and I know him to be well qualified and worthy to be intrusted with legal business. Mr. P. is prompt, reliable and faithful in the interest of his clients. It affords me pleasure to give this testimonial.

F. J. REBBLE, *Judge Co. Court, Roanoke Co., Va.*

December 20, 1872.

**STAUNTON — Augusta County.**

*Effinger & Craig.*

F. FREDERICK EFFINGER.

ROBERT CRAIG.

FIRST NATIONAL BANK OF STAUNTON, }  
STAUNTON, Va., Dec. 28, 1872.

We know Messrs. Effinger & Craig, of Staunton, to be energetic and reliable attorneys, and, as such, feel no hesitation in recommending them.

M. HARVEY EFFINGER, *Cashier.*

**TAZEWELL C. H. — Tazewell County.**

*Henry C. Alderson.*

TAZEWELL C. H., Va., *April 9, 1873.*

S. F. KNEELAND, Esq. :

I take pleasure in saying that H. C. Alderson is a regular practicing attorney in my court, and that he is every way worthy the confidence of the commercial and business men of the country.

Yours truly,

JAMES P. KELLY, *Judge.*

**THOMPSON — Elizabeth City County.**

*G. M. Peek* (Commonwealth Attorney).

Indorsed by

JNO. CRITCHER, *M. C. formerly Judge Cir. Ct. Va.*

Mr. Peek refers also to George P. Scarborough, at Norfolk, Va., formerly Judge Court of Claims, Washington, D. C.

**WARRENTON — Fauquier County.**

**James Vass Chilton** (formerly Commonwealth Attorney).

WARRENTON, Fauquier Co., Va., Feb. 26, 1873.

This is to certify that James Vass Chilton is an attorney at law, practicing in the courts of Fauquier county, Virginia, and is a gentleman of good standing in his profession.

THOMAS SMITH, *Judge of Co. Court of Fauquier.*

JAMES KEITH, *Judge Eleventh Circuit, Va.*

**WINCHESTER — Frederick County.**

**Wm. Miller.**

**WYTHEVILLE — Wythe County.**

**G. J. Holbrook.**

*To all to whom this may come, greeting:*

I hereby certify that G. J. Holbrook, Esq., of Wytheville, Virginia, is a regular practicing attorney in my court; that he is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

J. H. FULTON, *Judge of Fifteenth Circuit of Va.*

I concur in the above testimonial.

W. H. BOLLING, *Judge of Wythe Co. Court, Va.*

## WASHINGTON TERRITORY.

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### ENACTMENTS AFFECTING COMMERCE.

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ACKNOWLEDGMENTS. See *Deeds*.

ARREST IN CIVIL ACTIONS. — An order of arrest may be procured against the defendant in a civil action in the following cases:

1st. Where he has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought, or in concealing or disposing of the property, for the taking, detention or conversion of which the action is brought.

2d. Where he has removed or disposed of his property, or is about to do so, with intent to defraud his creditors.

3d. In an action to recover the possession of personal property unjustly detained, when the property, or any part thereof, has been concealed, removed or disposed of, so that it cannot be found or taken by the sheriff, and with intent that it should not be so found or taken, or with the intent to deprive the plaintiff of the benefit thereof.

4th. In an action for the recovery of damages, on a cause of action not arising out of contract, where the defendant is not a resident of this Territory, or is about to remove therefrom, or where the action is for an injury to person or character, or for injuring or wrongfully taking, detaining or converting property.

The process is similar to that of the State of New York.

ATTACHMENTS will issue where the defendant is either a foreign corporation, or a non-resident of this Territory, or has departed therefrom with intent to delay or defraud his creditors, or to avoid the service of process; or keeps himself concealed therein with the like intent; or has removed, or is about to remove any of his property from the Territory with intent to delay or defraud his

creditors; or has assigned, secreted or disposed of any of his property, or is about to assign, secrete or dispose of it with intent to delay or defraud his creditors; or has been guilty of fraud in contracting the debt or incurring the obligation for which the action is brought.

**BILLS OF EXCHANGE AND PROMISSORY NOTES.**—In an action founded upon a promissory note, or bill of exchange negotiated in good faith, and without notice before due, which has been assigned to the plaintiff, the defense of want of consideration cannot be set up, but the defendant may set off a demand against the person to whom he was originally liable, or any assignee, prior to the plaintiff, of such contract: provided, such demand existed at the time of the assignment thereof, and belonging to the defendant, in good faith, before notice of such assignment, and was such a demand as might have been set off against such person to whom he was originally liable, or such assignee, while the contract belonged to him.

This provision of the statute, in effect, destroys the best elements of commercial paper, by placing it almost on the footing of an ordinary written contract.

**DEEDS AND MORTGAGES** must be signed and sealed, witnessed by two witnesses and recorded in the office of the county auditor, in the county where the property is situated. The examination of a married woman must be taken separate and apart from her husband, the contents of the instrument being first made known to her, where she has an interest in the property conveyed.

**ESTATES OF DECEASED PERSONS.**—Claims must be presented within a year from the granting of letters.

**EXEMPTIONS:**

**Homestead.**—Every resident householder, being the head of a family, is entitled to an estate of homestead not to exceed in value the sum of \$500 in gold, which must consist of the premises occupied by such person as a residence.

**Personal Property.**—The following personal property is also exempt: Necessary clothing for every person and family, and the family libraries, pictures and keepsakes. To each householder, necessary household goods and utensils not to exceed in value \$150 in gold; two cows and calves, five swine, two stands of

bees, twenty-five domestic fowls, or in lieu of such stock and poultry, any other property to the value of \$150 in gold; also provisions sufficient for six months' support of the family. To a farmer there is exempt, a span of horses and harness, or two yoke of oxen with yokes and chain, and one wagon, all farming utensils actually in use on the farm not exceeding in value \$200 in coin. The tools and instruments of a mechanic used to carry on his trade, and material not to exceed in value \$500 in coin. The libraries of physicians, attorneys, clergymen and other professional men, when they do not exceed \$500 coin value, one horse and buggy, instruments used in practice and medicines of a physician, not exceeding in value \$200 in gold.

**IMPRISONMENT FOR DEBT.** See *Arrest*.

**INTEREST AND USURY:**

*Legal Rate*, 10 per cent.

Parties may legally stipulate for the payment of any rate of interest.

**JUDGMENTS** are a lien upon the real estate of the debtor in every county where a transcript thereof shall be filed.

**LIMITATION OF ACTIONS:**

*Three Years.*—Actions on open accounts and contracts not in writing; for taking, detaining or injuring personal property, including an action for the specific recovery thereof; or for any other injury to the person or rights of another, not otherwise herein enumerated; and actions for relief upon the ground of fraud, the cause of action in such case not to be deemed to have accrued until the discovery thereof by the aggrieved party.

*Six Years.*—Actions upon contracts in writing, or upon a liability, express or implied, arising out of a written agreement; for the rents and profits of real estate; and upon judgments of any court.

*Twenty Years.*—Actions for the recovery of real estate.

**MARRIED WOMEN.**—All property, both real and personal, owned by the wife before marriage, or afterward acquired by gift, bequest, devise or descent, is her separate property; and all property, real or personal, owned by the husband before marriage, or afterward acquired by him by gift, bequest, devise or descent, is his separate property; and all property acquired after marriage

(except such as may be acquired by gift, bequest, devise or descent), by either husband or wife, is common property.

The husband has the management and control of the common property, with the absolute right of disposition, and it is liable to the debts of either husband or wife contracted during coverture.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS are valid if executed according to the laws of the State of New York.

## WASHINGTON TERRITORY.

## OLYMPIA — Thurston County.

**B. F. Dennison** (ex-Chief Justice of Washington Territory).

SEATTLE, Wash. Ter., *March 24, 1873.*

*To whom it may concern:*

I take pleasure in certifying that the Hon. B. F. Dennison, a resident of and practitioner in my district, and formerly Chief Justice of Washington Territory, is an able, correct, reliable and trustworthy attorney and counselor at law, solicitor and counselor in chancery, and proctor in admiralty; that he will promptly, faithfully and ably attend to any and all professional business intrusted to him, and that he is every way worthy, competent, and of good report in the profession.

In witness whereof I set my hand and official signature, at  
[L. s.] the city of Seattle, W. T., the day and year above written.

ORANGE JACOBS, *Chief Justice Wash. Ter.*  
*and Judge Third Jud. Dist., W. T.*

Mr. D. practices in King and Jefferson counties also.

## STEILACOOM — Pierce County.

**Jacob Hoover.**

Mr. S. F. KNEELAND:

I can fully recommend to you Jacob Hoover as a faithful and trustworthy attorney, and one who has the confidence of his clients, and in every manner qualified to fulfill the duties of an attorney and counselor at law.

H. D. MONTGOMERY,  
*Probate Judge Pierce County, W. T.*

STEILACOOM, *February 1, 1873.*

## WHATCOM — Whatcom County.

**George A. Kellogg** (ex-Judge in the State of Iowa).



## WEST VIRGINIA.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Deeds*, and Appendix, *Forms*.

ALIENS. See title, "*Rights of Aliens*."

ARREST IN CIVIL ACTIONS.—The defendant in a civil action may be arrested where the plaintiff files an affidavit with the court showing the nature, justice and amount of his claim, and specifying one of the following grounds:

1st. That the defendant has removed or is about to remove any of his property out of the State with intent to defraud his creditors; or,

2d. That he has converted or is about to convert any of his property into money or securities with a like intent; or,

3d. That he has assigned, disposed of or removed his property or is about to do so with a like intent; or,

4th. That he has property or rights in action which he fraudulently conceals; or,

5th. That he fraudulently contracted the debt or incurred the liability for which the action or suit is brought; or,

6th. That he is about to leave the State and reside permanently in another State or country, without satisfying the debt or liability for which the action or suit is brought.

The usual bond of indemnity must also be filed by the plaintiff before the order will be granted.

ATTACHMENTS will issue in any action upon an affidavit stating the nature of the demand, and that the creditor is justly entitled to recover the amount claimed, and showing the existence of one or more of the following grounds:

1st. That the defendant or one or more of the several defendants is a non-resident or foreign corporation.

2d. That the defendant has left or is about to leave the State with intent to defraud his creditors.

3d. That he so conceals himself that service cannot be made upon him.

4th. That he is removing or about to remove his property or a part thereof out of the State with intent to defraud his creditors.

5th. That he is converting or about to convert his property or a part thereof into money or securities with intent to defraud his creditors.

6th. That he has assigned or disposed of his property or a part thereof, or is about to do so with a like intent.

7th. That he has property or rights in action which he conceals.

8th. That he fraudulently contracted the debt or incurred the liability for which the action or suit is brought.

Attachments may issue on a debt before it becomes due; where the creditor files a bond or security, the sheriff may take the property attached into actual possession.

BILLS OF EXCHANGE AND PROMISSORY NOTES are practically governed by the rules of the common law. A slight statutory modification, however, renders it preferable to make notes and inland bills of exchange *payable at some bank or banking institution within the State*.

BILLS OF SALE are not generally used for the transfer of personal property.

CHATTEL MORTGAGES.—Deeds of trust are generally used in the place of chattel mortgages, real estate mortgages and bills of sale.

DEEDS AND MORTGAGES may be acknowledged before any justice, notary public, recorder, prothonotary or clerk of any court within the United States, or before the proper officer of a court in any foreign country, or the mayor or other chief magistrate of any city, town or corporation therein, or by any minister, charge d'affaires, consul, vice-consul, consul-general or commercial agent of the United States.

*Record of.*—Contracts in writing respecting the sale of real estate, deeds, deeds of trust and mortgages, may be recorded at any time; but shall be void as to creditors and subsequent purchasers

for valuable consideration without notice until and except from the time they are duly admitted to record in the county wherein the property embraced in such contract or deed may be.

The acknowledgment of a married woman must be taken separate and apart from her husband, and the certificate executed according to the form inserted in the Appendix of this work.

ESTATES OF DECEASED PERSONS.—Claims must be presented to the executors or administrators within twelve months from their appointment. Where the estate is insolvent, the proceeds, after paying funeral expenses and costs of administration, are applied to the payment of claims according to the following order of preference: 1st. Debts due the United States. 2d. Taxes assessed previous to the death of the decedent. 3d. Trust funds or debts for money received in a fiduciary capacity. 4th. All other claims, *pro rata*, except, 5th. Voluntary obligations.

EXECUTIONS. See *Exemptions* and *Judgments*.

EXEMPTIONS.—As to claims existing before the adoption of the new Constitution (August 4th, 1872), \$200 worth of personal property, to be selected by the debtor, is exempt from levy or attachment. The new Constitution provides that any husband or parent residing in the State, or the infant children of deceased parents, may hold a homestead of the value of \$1,000, and personal property to the value of \$200, exempt from forced sales, subject to such regulations as shall be prescribed by law; provided that such homestead exemption shall in no wise affect debts or liabilities existing at the time of the adoption of this Constitution; and provided further, that no property shall be exempt from sale for taxes due thereon or for the payment of the purchase-money due upon said property or for debts contracted for the erection of improvements thereon.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY:

*Legal Rate*, 6 per cent.

*Usury* invalidates the excess.

JUDGMENTS.—The statutory provisions in this State as to the lien of judgments, etc., are similar to those of Virginia. See *Virginia*.

## LIMITATION OF ACTIONS :

*Three Years.*—Actions founded on book accounts.

*Five Years.*—Actions on written contracts or awards not under seal, executed prior to April 1st, 1869; on oral contracts except book accounts; on accounts between merchants in their trade or business or in the accounts with their factors or employees; and all other personal actions not otherwise limited.

*Ten Years.*—Actions for the recovery of lands or on sealed instruments executed subsequent to April 1st, 1869.

*Twenty Years.*—Actions on sealed instruments or for the recovery of land where the cause of action arose prior to April 1, 1869.

Every action upon a judgment rendered in any other State or country shall be barred, if by the laws of such State or country such action would there be barred, or the judgment or decree be incapable of being otherwise enforced there. And whether so barred or not, no action against a person who shall have resided in this State during the ten years next preceding such action, shall be brought upon any such judgment or decree rendered more than ten years before the commencement of such action; and upon a contract which was made and was to be performed in another country, by a person who then resided therein, no action shall be maintained after the right of action thereon is barred by the laws of such State or country.

**MARRIED WOMEN.**—The rights and liabilities of married women in this State are practically the same as in the State of New York. See *New York*.

**PROMISSORY NOTES.** See *Bills of Exchange*.

**WILLS.**—The statutory provisions are the same as in the State of Virginia. See *Virginia*.

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**FAIRVIEW** — Hancock County.*James G. Marshall.***HUNTINGTON** — Cabell County.*Parsons & Tucker.*

HENRY C. PARSONS.

JOHN RANDOLPH TUCKER.

**LEWISBURG** — Greenbrier County.*John W. Harris.*

LEWISBURG, W. Va., April 14, 1873.

*To whom it may concern :*

I take pleasure in saying that John W. Harris, Esq., is a gentleman to whom any legal business may be safely intrusted. He practices in the highest courts of the State as well as the inferior tribunals of his immediate section, and is prosecuting attorney for this county.

M. ARBUCKLE,

*Pres. County Court of Greenbrier County, W. Va.***MOUNDSVILLE** — Marshall County.*John A. Ewing.***POINT PLEASANT** — Mason County.*Wm. H. Tomlinson* (Prosecuting Attorney).

**ST. MARY'S — Pleasants County.**

**W. W. Hall** (Prosecuting Attorney).

I hereby recommend W. W. Hall as an attorney well qualified to undertake any business intrusted to him.

J. R. SECKMAN,

*President County Court, Pleasants County.*

January 4, 1873.

**WHEELING — Ohio County.**

**George E. Boyd.**

WHEELING, W. Va., Nov. 21, 1872.

We have had occasion frequently to employ George E. Boyd as an attorney, and have always found him prompt and faithful. We cheerfully recommend him to those wishing the services of a lawyer in this city.

J. K. BOTSFORD,

*President of the First National Bank of Wheeling.*

SAMUEL J. BOYD,

*Director in the People's Bank of Wheeling.*

## WISCONSIN.

## ENACTMENTS AFFECTING COMMERCE.

ACKNOWLEDGMENTS. See *Decls.*

ALIENS. See title "*Rights of Aliens.*"

ARREST AND IMPRISONMENT FOR DEBT.—The defendant may be arrested in an action for damages not on contract when the debtor is a non-resident, or about to remove from the State, or for injury to person, property or character; for a fine or penalty for money or property embezzled or fraudulently misapplied by a public officer, attorney, solicitor or counselor, or an officer or agent of a corporation or bank, or by any factor, agent, broker, or any person in a fiduciary capacity; for damages for property obtained on false pretenses; in replevin, where the property has been concealed or disposed of so that the sheriff cannot find it; and, also, where the debtor has been guilty of a fraud in contracting the debt or incurring the obligation sued on, or in concealing or disposing of the property for the taking, detention or conversion of which the action is brought.

But no female shall be arrested in any action except for a willful injury to person, character or property. The order must be granted during the pendency of the action, and before judgment is entered therein. The plaintiff is required to file an affidavit with the judge, showing that he has a cause of action, and the existence of one of the grounds above set forth; and, also, file a bond, with surety, in the sum of at least \$100 for the indemnification of the defendant.

ATTACHMENTS.—In proceedings in the Justices' Courts of this State an attachment will be granted where the plaintiff files an affidavit that the claim is on a contract or judgment of some

court, stating the nature and the amount of the claim, and that the affiant knows, or has good reason to believe, either,

- 1st. That debtor is a non-resident corporation; or,
- 2d. Is not a resident of this State, and has not resided therein for three months immediately preceding; or,
- 3d. Has absconded or is about to abscond from the State; or,
- 4th. Has removed or is about to remove some of his property out of the State with intent to defraud his creditors; or,
- 5th. Resides in some other county, and more than 100 miles from residence of justice; or,
- 6th. Contracted the debt under fraudulent representations; or,
- 7th. So conceals himself that process or summons cannot be served on him; or,
- 8th. Has fraudulently conveyed or disposed of, or is about to fraudulently convey or dispose of, some of his property or effects, so as to hinder or delay his creditors.

In Circuit Courts, before any attachment shall be executed, the creditor or some person in his behalf shall make and annex thereto an affidavit, stating that the debtor named in such attachment is indebted to the creditor, and specifying the amount of such indebtedness, as near as may be, over and above all legal set-offs; that it exceeds \$50 after deducting legitimate set-offs and payments; and that the same is due upon contract, express or implied, or upon judgment or decree; and containing a further statement that the deponent knows, or has good reason to believe, either,

- 1st. That debtor has absconded or is about to abscond from this State, or is concealed therein, to the injury of his creditors; or,
- 2d. Has assigned, or disposed of or concealed, or is about to assign, dispose of or conceal, some of his property, with intent to defraud his creditors; or,
- 3d. Has removed or is about to remove some of his property out of this State with intent to defraud his creditors; or,
- 4th. Fraudulently contracted the debt, or incurred the obligation, respecting which the action is brought; or,
- 5th. Is not a resident of this State; or,
- 6th. Is a foreign corporation; or,
- 7th. Has fraudulently conveyed or disposed of his property, or a part of it, with intent to defraud his creditors.

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An undertaking must be given in at least the sum of \$250, and conditioned for the payment of all costs and damages the defendant may recover or sustain if judgment be in his favor. Where sufficient property of the defendant cannot be found by the sheriff, an order will be granted to garnishee debts due him.

The defendant may obtain a release of the attached property, or retain possession of it, by depositing the amount of the claim with the court, or on filing bonds with surety for double that amount.

**BILLS OF EXCHANGE AND PROMISSORY NOTES** are governed by the common law or law merchant.

**BILLS OF SALE AND DEEDS OF TRUST.**—The statute provides that all deeds of gift, conveyances, transfers or assignments, verbal or written, of goods, chattels or things in action, made in trust for the use of the person making the same, unless accompanied by an immediate delivery and actual change of possession, shall be presumed to be fraudulent and void, as against creditors and subsequent purchasers in good faith.

**CHATTEL MORTGAGES** are valid as to third parties only where there is an actual and continued change of possession, or where the mortgage or a copy thereof is filed in the office of the town clerk where the mortgagor resides, or, if he is a non-resident, in the town where the property lies at the time of its execution.

**DEEDS AND MORTGAGES.**—All conveyances affecting real estate, made and executed in any other State, Territory or District of the United States, must be executed according to the laws of such State, Territory or District, and acknowledged before any judge of a court of record, notary public, justice of the peace, master in chancery, or other officer authorized by the laws of such State, Territory or District to take the acknowledgment of such deeds therein, or before any commissioner appointed by the Governor of this State for such purposes. Unless the acknowledgment be taken before a commissioner, appointed by the Governor of this State for that purpose, or by a notary public with his seal attached, such deed shall have attached thereto a certificate of the clerk or other proper certifying officer of a court of record of the county or district within which such acknowledgment was taken, under the seal of his office, that the person

whose name is subscribed to the certificate of acknowledgment was, at the date thereof, such officer as he is represented to be; that he believes the signature of such person subscribed thereto to be genuine, and that the deed is executed and acknowledged according to the laws of such State, Territory or District.

Deeds executed in any foreign country may be executed according to the laws of such country; and the execution thereof may be acknowledged before any notary public, or other officer authorized by the laws of such foreign country to take the acknowledgments of deeds therein, or before any minister, charge d'affaires, commissioner or consul of the United States appointed therein.

*Form of Acknowledgments.* See Appendix, *Forms*.

**ESTATES OF DECEASED PERSONS.**—The court, upon application of any interested person, will appoint commissioners to receive, examine and adjust claims against the estate of the decedent, who are required to give notice, within sixty days after appointment of time and place of meeting, and the time limited for proving claims. The time allowed shall not exceed eighteen months, nor be less than six months, to prove claims. Under special circumstances it may be extended, so that the whole time shall not exceed two years from time of appointment of commissioners. On application of a creditor who has failed to present his claim, if made within six months from the time previously limited, the court may, on good cause shown, allow further time, not exceeding three months. Claims not presented to the commissioners within the time limited as aforesaid shall be forever barred. The time for payment of debts ordinarily is one year to eighteen months, and may be extended by the court, not exceeding six months at a time, for six years. Debts must be paid in the following order: 1st. Necessary funeral expenses. 2d. Expenses of last sickness. 3d. Debts having a preference by laws of the United States. 4th. Debts due to other creditors. No creditor of any one class shall receive payment until all of those of preceding class shall be fully paid.

**EXECUTIONS.** See *Judgments and Exemptions*.

**EXEMPTIONS:**

*Homestead.*—A homestead, not exceeding forty acres of land,

used for agricultural purposes, and the dwelling-house thereon, and its appurtenances, to be selected by the owner thereof, and not included in any town plat, city or village; or, instead thereof, at the option of the owner, a quantity of land, not exceeding in amount one-fourth of an acre, being within any recorded town plat, city or village, and the dwelling-house thereon and its appurtenances, owned and occupied by any resident of the State, shall not be subject to forced sale on execution.

*Personal Property.*—There is also exempt the following personal property: 1. The family Bible. 2. Family pictures or school-books. 3. The library of the debtor and every part thereof. 4. All wearing apparel of the debtor and his family; all beds, bedsteads and bedding kept and used for the debtor and his family; all stoves and appendages put up or kept for the use of the debtor and his family; all cooking utensils, and all other household furniture not herein enumerated, not exceeding \$200 in value. 5. Two cows, ten swine; one yoke of oxen and one horse, or, in lieu thereof, a span of horses; ten sheep and the wool from the same, either in the raw material or manufactured into yarn or cloth; the necessary food for all exempt stock for one year's support, either provided or growing or both, as the debtor may choose; also one wagon, cart or dray, one sleigh, one plow, one drag and other farming utensils, including tackle for teams, not exceeding \$50 in value. 6. The provisions for the debtor and his family necessary for one year's support, either provided or growing or both, and fuel necessary for one year. 7. The tools and implements, or stock in trade, of any mechanic, miner or other person, used and kept for the purpose of carrying on his trade or business, not exceeding \$200 in value; the implements of any professional man, not exceeding \$200 in value. 8. Sword, plate, books, or other article, presented to any person by congress or the legislature of any of the United States. 9. All inventions from debts against the inventor. 10. Sixty days' earnings of married persons, or persons who have to provide for the entire support of a family in the State. 11. Fire-engines and all their fixtures. 12. All moneys arising from insurance of any exempt property, which has been destroyed by fire, including policies on the homestead. 13. All moneys arising from an insurance on the life of any person, made for the benefit of a

married woman, are exempt from the debts of the insured, and shall be paid to such married woman or her heirs. 14. Printing materials and press or presses, to an amount not exceeding \$1,500. 15. The earnings of the debtor for sixty days next preceding the issuing of summons.

GARNISHMENT. See *Attachments*.

IMPRISONMENT FOR DEBT. See *Arrest*.

INTEREST AND USURY :

*Legal Rate*, 7 per cent.

*Allowable* by written stipulation, 10 per cent.

*Usury* forfeits the entire interest.

JUDGMENTS are a lien on the real estate of the judgment debtor in the county where recovered or a transcript thereof is filed. The lien commences from the date of docket or filing, and continues for ten years, and covers also real estate acquired during said period.

A judgment of a justice of the peace operates as a lien upon real estate in the counties where a transcript thereof is docketed. An execution will issue on a judgment at any time within five years from the date of recovery; and after said five years an *alias* execution may issue, the same as in the State of New York. Personal property must be exhausted before levying on real estate.

LIMITATION OF ACTIONS :

*One Year*.—An action against a sheriff for an escape.

*Two Years*.—Actions for libel, slander, assault, battery and false imprisonment; and upon statutory penalties or forfeitures to the people of the State.

*Three Years*.—Actions against a sheriff, coroner or constable for nonfeasance, misfeasance or malfeasance in his official duties, except for an escape; and upon a statute for a forfeiture or penalty where the action is given to the party aggrieved, or to such party and the people of the State.

*Six Years*.—Upon a contract, obligation or liability, expressed or implied, except those mentioned hereafter; upon a liability created by statute other than a penalty or forfeiture; for trespass upon real property; for taking, detaining or injuring personal

property, or for specific recovery thereof; for criminal conversation, and for other injuries to the person or character of another, not arising on contract and not enumerated above; for relief, on the ground of fraud, in cases heretofore solely cognizable in the Court of Chancery.

*Ten Years.*—Actions for relief, except as above limited, and upon sealed instruments executed in another State.

*Twenty Years.*—Actions on judgments; on sealed instruments executed in this State, and for the recovery or possession of real estate.

The limitation begins to run only when the cause of action has actually accrued; and on mutual open accounts from date of last item. Infancy, insanity, imprisonment, and coverture of the wife, will extend the period of limitation during the continuance of the disability, provided that (except in the case of infancy) it cannot be extended over five years.

The statute does not run during the time that the defendant is absent from the State, except where both plaintiff and defendant were non-residents at the time the cause of action accrued.

*Revivor.*—A part payment, or written promise to pay.

**MARRIED WOMEN.**—The real and personal property of the wife at the time of marriage, and the rents, issues and profits thereof, and any which she may receive by inheritance, gift, grant, devise or bequest, from any person other than her husband, she may hold to her sole and separate use, not subject to the disposal of her husband, nor liable for his debts. She may convey and devise real and personal property precisely as if unmarried. Her husband need not join in her deed of her separate property, and will, notwithstanding, be barred of any right of tenancy by the curtesy.

If her husband, from any cause, shall neglect or refuse to provide for her support, or the support and education of her children, or deserts her, she may, in her own name, transact business, and receive and collect her own earnings and those of her own minor children, and apply the same for her own support, and the support and education of her minor children, free from the control and interference of her husband or any person claiming the same.

Any policy of insurance on the life of any person, expressed to

be for the benefit of a married woman, effected by any person, shall inure to her own benefit and that of her children.

PROMISSORY NOTES. See *Bills of Exchange*.

WILLS are required to be in writing, signed by the testator, or by some other person in his presence, and by his express direction, and attested by two or more witnesses, who must attach their names thereto in the presence of the testator.

## WISCONSIN.

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### APPLETON — Ontagama County.

*Warner & Ryan.*

WM. S. WARNER.

HENRY D. RYAN (ex-City Attorney).

Among the reasons assigned by this firm for not forwarding testimonials are the following: "1st. We are not anxious to add to our extensive business. 2d. We are now engaged in court and have not the time. 3d. Our Mr. Warner is one of the directors of the First National Bank of Appleton, and is worth in personal and real property, unencumbered, from \$50,000 to \$75,000, and owes nothing. 4th. He has the credit, whether deserved or not, of being the best collector in the North-west, and will take no pains to add to that except by prompt attention to business intrusted to him." We think they will pass.

### AUGUSTA — Eau Claire County.

*Heman R. Day.*

### BARABOO — Sauk County.

*Charles F. Freeman.*

OFFICE OF ATTORNEY-GENERAL, }  
MADISON, Jan. 16, 1873. }

*To whom it may concern:*

I am personally well acquainted with Mr. Charles F. Freeman, an attorney of this State. I have known him for many years, and know that he is honest and capable; well qualified to attend to any business intrusted to him. Mr. Freeman is prompt and faithful in the interests of his clients. I cheerfully accord this testimonial.

S. S. BARLOW, *Attorney-General Wisconsin.*

**EAU CLAIRE—Eau Claire County.****Meggett & Teall.**

ALEXANDER MEGGETT.

GEO. C. TEALL (County Judge).

Referenees : Eau Claire Lumber Co., First National Bank, Eau Claire, Wis.; Clarke & Ingram, bankers; and all the business or professional men of Eau Claire.

**DODGEVILLE—Iowa County.****Melancthon J. Briggs.****FOND DU LAC—Fond du Lac County.****Jas. W. Bass.**

FOND DU LAC, Jan. 22, 1873.

*To whom it may concern:*

I am acquainted with J. W. Bass, an attorney residing at this place, and recommend him as one well qualified to undertake any legal business intrusted to him, and as one who is always prompt and faithful in the interest of his clients.

CAMPBELL McLEAN,

*Judge Fourth Judicial Circuit, for Wisconsin.***FRIENDSHIP—Adams County.**

**Solon W. Pierce** (ex-County Judge, Distriet Attorney and Member of the Wisconsin Legislature).

**GREEN BAY—Brown County.****Norris & Chynoweth.**

WM. H. NORRIS, JR.

THOMAS B. CHYNOWETH.

Messrs. Norris & Chynoweth are attorneys in good standing whom we often recommend.

M. D. PEAK,

*Cashier First National Bank of Green Bay.***HUDSON—St. Croix County.****Baker & Spooner.**

HENRY C. BAKER.

JOHN C. SPOONER.



**JANESVILLE—Rock County.***Jackson & Norcross.*

ALFRED A. JACKSON.

PLINY NORCROSS (District Attorney, ex-Member of Legislature).

FIRST NATIONAL BANK,  
JANESVILLE, Wis., April 1873. }S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—We very cheerfully recommend to the International Merchants' Protective Law Association, of Albany, N. Y., Messrs. Jackson & Norcross, attorneys of this city, as a law firm in good professional standing here. Mr. Jackson, the senior member of the firm, has been engaged in the practice of law here for eighteen years, has held many responsible offices and trusts, is a stockholder of our bank and is favorably known throughout the State. Mr. Norcross has practiced here for six years; is now serving a second term as District Attorney for this county. Both are men of good standing and financial responsibility.

Respectfully yours,

J. B. DOE, *Cashier.*J. D. REXFORD, *President.***LA CROSSE—La Crosse County.***John J. Cole.*

LA CROSSE April 19, 1873.

John J. Cole, Esq., of this place, has acted for some time as attorney of this bank, and I have found him prompt and faithful, and well qualified to undertake any legal business intrusted to him, and this is his reputation in this community.

G. VAN STEENWYK,  
*President of the Batavia Bank.*

SPARTA, Wis., April 17, 1873.

S. F. KNEELAND, Esq., *Albany, N. Y.:*

DEAR SIR.—I have been acquainted with John J. Cole, attorney at law, residing at the city of La Crosse, in this State, for the past twelve years or more. He has practiced before me in this judicial circuit during the past four years, and I take pleasure in recommending

him as a lawyer of excellent standing in his profession, of acknowledged ability and integrity, and every way trustworthy.

Yours respectfully,

R. BUNN, *Judge Sixth Circuit, Wis.*

**LANCASTER—Grant County.**

*Bushnell & Clarke.*

ALLEN R. BUSHNELL (has been District Attorney and Member of Legislature).

JOHN G. CLARKE (has been Member of Congress).

From an acquaintance with them of sixteen years, during which I have held this office, I recommend Messrs. Bushnell & Clarke, of this place, as attorneys of well established, good reputation, perfectly responsible pecuniarily, who devote themselves to their profession exclusively.

WM. MCGONIGAL, *Judge of Grant Co. Court, Wis.*

LANCASTER, Wis., March 26, 1873.

**MADISON—Dane County.**

*Orton, Keyes & Chynoweth.*

H. S. ORTON, LL. D.

E. W. KEYES.

H. W. CHYNOWETH.

**MANITOWOC—Manitowoc County.**

*James S. Anderson.*

MANITOWOC, Wis., April 17, 1873.

This is to certify that we are personally acquainted with J. S. Anderson, of this city, and know him to be a practicing attorney, prompt and faithful in the interest of his clients.

[L. s.]

W. W. WALDO, *County Judge.*

CHAS. GULING, *Cashier First Nat. Bk.*

**MENOMONIE—Dunn County.**

*Saml. W. Hunt* (ex-District Attorney and Member of Legislature).

MENOMONIE, Dunn Co., Wis., Jan. 31, 1873.

*To whom it may concern:*

We have been acquainted with Saml. W. Hunt, Esq., of this village, for the past six years; have employed him as attorney in

several important cases, and recommend him as an honest and efficient attorney and counselor at law.

KNAPP, STOUT & CO.

*Merchants and Lumbermen.*

**MILWAUKEE—Milwaukee County.**

*Jenkins & Elliott.*

JAS. G. JENKINS (ex-City Attorney for the city of Milwaukee).

T. B. ELLIOTT.

Refer to Backus, Button & Co., stove manufacturers, Albany, N. Y.; H. B. Clafflin & Co., merchants, New York city.

**MINERAL POINT—Iowa County.**

*Wm. W. & John Likens.*

**MONROE—Greene County.**

*Hiram Medbury.*

TO S. F. KNEELAND, Esq., *Albany, N. Y.:*

This certifies that Hiram Medbury, of Monroe, Wis., is an attorney of the very highest standing as regards integrity, promptitude and pecuniary responsibility.

WM. P. LYON,

*Justice of the Supreme Court of Wisconsin.*

**PAFRAVILLE—Waupaca County.**

*James H. Jones* (formerly Clerk Circuit Court).

STATE OF WISCONSIN, }  
*Waupaca County.* }

May 6, 1873.

I certify that J. H. Jones, of Pafraville, Waupaca county, Wis., is generally reported as a reliable collecting agent, and, in my opinion, is worthy of the confidence of the business community.

[L. s.]

C. S. OGDEN, *County Judge.*

**PORTAGE CITY—Columbia County.****E. & J. B. Taylor.**

EMMONS TAYLOR (District Attorney).

JAMES B. TAYLOR.

PORTAGE CITY, April 21.

I have long been acquainted with E. & J. B. Taylor, of Portage City. They are practitioners of good standing and reputation in the courts of Wisconsin.

ALVA STEWART,

*Judge of the Ninth Judicial Circuit of Wisconsin.***TREMPEALEAU—Trempealeau County.****Seth W. Button** (County Judge).*To whom it may concern :*

S. W. Button, of Trempealeau, in the county of Trempealeau, Wis., is an attorney at law, in regular practice before the circuit court of the Sixth Judicial District of said State, is in good standing, safe and reliable. He now holds the office of County Judge.

R. BUNN, *Judge of the Sixth Judicial Circuit of Wis.*

Dated May 8, 1873.

**VIROQUA—Vernon County.****Wm. F. Terhune** (ex-County Judge and Member of Legislature).OFFICE OF COUNTY JUDGE, VERNON COUNTY, Wis., }  
VIROQUA, Dec. 19, 1872.*To whom it may concern :*

I have long known Wm. F. Terhune as an attorney of the courts of record in this State, and know him qualified to undertake any legal business intrusted to him. He has long made collections a specialty, and is prompt and faithful in the interests of his clients. This testimonial is cheerfully accorded.

WM. S. PURDY, *County Judge.***WAUSAU—Marathon County.****Silverthorn & Bump.**

W. E. SILVERTHORN (formerly District Attorney and Member of Legislature for the State of Wisconsin).

E. L. BUMP.

## PROVINCE OF NEW BRUNSWICK.

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### ENACTMENTS AFFECTING COMMERCE.

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Compiled expressly for this Book by C. A. STOCKTON, Esq., J.L. B., Barrister  
at Law, St. John, New Brunswick.

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#### ACKNOWLEDGMENTS. See *Deeds*.

ALIENS have the right to become naturalized after a continued residence of three years and upward and by taking the oath of allegiance prescribed by the statutes, after which they will receive a certificate of naturalization, and shall thenceforth enjoy and may transmit all the rights and capacities which a natural-born subject of her majesty may enjoy or transmit.

Every alien-born woman married to a natural-born British subject, or to a person naturalized as aforesaid, shall be deemed to be herself naturalized, and shall have all the rights and privileges of a natural-born British subject.

ARREST.—Any debtor (those having privilege of Parliament, judges, attorneys, etc., excepted) may be held to bail, affidavit having been first made of the debt being due, the amount, consideration and other particulars. If on a bill of exchange or promissory note, set out the same fully in the affidavit, and aver presentment, if payable at a particular place.

ATTACHMENT.—New Brunswick has no attachment laws for the benefit of the individual creditor, and can only attach for

the benefit of all the creditors, providing the debtor absconds or conceals himself within the Province with intent to defraud his creditors, or to avoid being arrested by process of law, or absents himself with intent to defraud his creditors for the space of six months next preceding the application for writ of attachment; these facts must be verified on affidavit by the creditor making the application, and also by two respectable persons.

Provision is made under the Dominion "Insolvent Act of 1869" for attaching the property of a debtor for the benefit of *all* the creditors; but this act only applies to traders, and will expire in a few months.

**AFFIDAVITS.**—All affidavits for the purpose of holding persons to bail in this Province or having relation to any judicial proceeding in any court of justice therein, purporting to be made before a judge of any court of justice in the United Kingdom, or in any foreign State, or in any British colony (if in other respects conformable to law and the practice of the courts in which they are designed to be used), may, notwithstanding they are made before a judge of a British, foreign or colonial court, be received and acted upon, and shall have the same effect as if made before a judge or other lawful authority in this Province, provided the same purport to be sealed with the seal of the British, foreign or colonial court before one of the judges of which they purport to be made, or in the event of such court having no seal, provided the judge whose name is subscribed thereto shall have attached to his signature a statement in writing on the affidavit that the court whereof he is a judge has no seal.

Oaths, affirmations, affidavits or declarations may be administered, sworn, affirmed or made, out of the Province of New Brunswick, before any commissioner authorized by the lord chancellor to administer oaths in chancery in England, or before any notary public certified under his hand and official seal, or before the mayor or chief magistrate of any city, borough or town corporate in Great Britain or Ireland, or in any colony of her majesty, or in any foreign State or country, and certified under the corporate seal of such city, borough or town corporate, or before a judge of any court of supreme jurisdiction in any colony belonging to the crown of Great Britain and Ireland or any dependency thereof, or before any consul, vice-consul, acting

consul, pro-consul, or consular agent of her majesty, exercising his functions in any foreign place, for the purpose of, and in or concerning, any cause, matter or thing depending, or in anywise concerning any of the proceedings to be had in any of the said courts of this Province.

Any affidavit, declaration or affirmation proving the execution of a deed, power of attorney, will or probate, or memorial thereof, for the purpose of registration in this Province, may be made before a commissioner for taking affidavits in and for the courts in the Province of New Brunswick, or other person authorized to administer or take oaths, affidavits, declarations and affirmations.

**BILLS OF EXCHANGE AND PROMISSORY NOTES.**—In respect to bills of exchange and promissory notes, the following are legal holidays and non-juridical days, viz. : Sundays, New Year's day, Good Friday, Christmas day; the birthday, or the day fixed by proclamation for the celebration of the birthday, of the reigning sovereign; any day appointed by proclamation for a public holiday, or for a general fast or a general thanksgiving day throughout the Dominion; and the day next following New Year's day and Christmas day, when these days respectively fall on Sunday; any day appointed by proclamation of the Lieutenant-Governor of the Province for a public holiday, or for a fast or thanksgiving within the said Province.

Whenever the last day of grace of a bill of exchange or promissory note falls on a legal holiday or non-juridical day, the day next following, not being a legal holiday or non-juridical day, shall be the last day of grace of such bill or note.

A lost bill of exchange or other negotiable instrument may be sued and recovered upon by the party entitled to the same, providing an indemnity is given to the satisfaction of the court or judge against the claims of any other person upon such negotiable instrument. Bills and notes and choses in action, payable other than in money, held *prima facie* to be given for valuable consideration.

**BILLS OF SALE** do not require to be recorded, and are governed by the common-law rules.

**CONTRACTS.** See *Statute of Frauds*.

**CHATEL MORTGAGES.** See *Bills of Sale*.

DEEDS AND MORTGAGES require to be in writing and signed by the grantor or his legally authorized attorney, and acknowledged before one of the following officers :

A judge of the Supreme Court or a member of the executive or legislative council, or before a registrar or his deputy, or a justice of the county in which the conveyance is to be registered, or before any notary public residing here ; or a subscribing witness may prove the execution of the same before such judge, member of the executive or legislative council, or the registrar or his deputy, or before any notary public residing here ; and if the conveyance be by a corporation, proof of the corporate seal will be sufficient.

If the subscribing witness be dead, said deed may be proved by the ordinary legal proof before the Supreme Court or some Circuit Court. If the party executing the deed or the witness reside out of the Province, the acknowledgment or proof may be taken, if in Great Britain or Ireland, before any judge of the Court of Queen's Bench or Common Pleas, or baron of the Exchequer, or master in Chancery in England or Ireland, or any judge or lord of session in Scotland, the handwriting of such persons respectively being authenticated under the seal of a notary public, or before any mayor or other chief magistrate of a city, borough or town corporate, or any part of the United Kingdom under the corporate seal ; and if in any other part of the British dominions, before any judge of the Supreme Court or Superior Court of Judicature, his handwriting being authenticated by a notary, as aforesaid, or the chief magistrate of any city or municipality under the corporate seal ; and if in any foreign State or kingdom, under the hand and seal of the office of any British minister, ambassador, consul, vice-consul residing there, or the governor of a State or a mayor of a city ; and by a recent enactment a notary public residing in any part of the world may take acknowledgments and prove deeds there for registration in this Province.

A married woman may join with her husband and convey her interest in lands, providing she is examined separate and apart from her husband ; and the party taking the acknowledgment certifies to that effect, and that she acknowledged that she executed the same, *freely and voluntarily*. (See, also, *Affidavits*.)



All conveyances affecting real estate require to be registered, excepting leases for a term not exceeding three years. (See *Appendix as to Form of Acknowledgment.*)

*Form of Acknowledgment.*

(Name of place where acknowledgment is taken) ss.:

Be it remembered that on this — day of —, in the year of our Lord one thousand eight hundred and —, before me (name, residence and addition of party taking acknowledgment) personally came and appeared (name of grantor) and (name of wife) his wife, who severally acknowledged that they signed, sealed and executed the within instrument or deed of conveyance, for the uses and purposes therein mentioned and contained; and\* the said (name of wife), wife of said (name of grantor), having been by me examined separate and apart from her said husband, acknowledged that she signed, sealed and executed the within instrument or deed of conveyance freely and voluntarily, for the uses and purposes therein mentioned and contained, and without fear, threat or compulsion of, from or by her said husband.

In witness whereof, I, the said (name of party [SEAL.] taking acknowledgment), have hereunto set my hand and affixed my official seal the — day of —, A. D. 187 .

(Signature.)

DOWER. See *Intestate Estates.*

ESTATES OF DECEASED PERSONS. See *Intestate Estates.*

EXECUTIONS. See *Judgments and Exemptions.*

EXEMPTIONS.—Family homestead to the value of \$600, and \$60 worth of household furniture, and implements of work, and one year's arrears of rent due landlord.

IMPRISONMENT FOR DEBT. See *Arrest.*

INFANTS. See *Statute of Frauds*, also *Wills.*

INTEREST AND USURY:

*Legal Rate*, 6 per centum.

Contract for more does not forfeit principal, but only the usurious interest.

**INTESTATE ESTATES.**—If a party die leaving children, the widow takes one-third of the whole of the real estate for life and one-third of the personal estate absolutely, and each child share and share alike, the legal representatives taking the share of any deceased child.

If there are no children or their legal representatives, then the wife takes one-third of the real estate for life and one-half of the personal estate absolutely. The rest goes to the next of kin, in equal degree, and those that represent them.

**JUDGMENTS.**—A judgment is a lien on the property in the county after execution on said judgment is issued and placed in the hands of the sheriff of said county, or a memorial of said judgment is recorded in the records of such county.

Executions may issue at any time within fifteen years, and after that time may be revived by *scire facias*. (See, also, *Limitations to Personal Actions*.)

**LAPSE LEGACIES.** See *Wills*.

**LANDLORD AND TENANT.**—Arrears of rent may be distrained for within six months after determination of lease and during tenant's possession.

Goods fraudulently and clandestinely removed from the premises, to avoid distress, may, within thirty days thereafter, be followed by the landlord and seized, providing they are not sold *bona fide* for a valuable consideration before seizure. Notice to quit shall be as follows: For the year or half year, three months; for the quarter or month, one month; for the week, one week.

**LIMITATION OF ACTIONS RESPECTING REAL ESTATE:**

*Six Years.*—Arrearage of dower and damages thereto may be recovered.

*Ten Years.*—Party under any disability may commence action within ten years after disability removed.

*Twenty Years.*—Right of entry or action barred.

*Forty Years.*—Will bar action, although party under disability.

*Sixty Years.*—Right of crown barred.

**LIMITATIONS TO PERSONAL ACTIONS:**

*Six Years.*—Simple contracts.

*Twenty Years.*—*Scire facias*, recognizances, bonds, debts, judgments or other specialties.

**MARRIED WOMEN.**—The real and personal property belonging to a married woman, acquired in her own right before or after marriage, is free from all liability for debts of her husband, and cannot be encumbered or conveyed without her consent. If real, by her being a party to the deed executed in due form (see Deeds and Mortgages), and only liable for her debts contracted before marriage, and for judgments recovered against the husband for her wrongs.

A married woman deserted or abandoned by her husband, or living separate or apart from him (not willfully and of her own accord), may recover, sue for and receive from any person indebted or liable to her for debts due her, or for services performed, or for damages for injuries to herself or her separate property. And in such case such debt or action cannot be discharged by her husband; and such married woman may will, demise, grant, give or dispose of her property, so acquired as aforesaid, free from all claims of her husband, as fully and effectually as if she were a *feme sole*, and may appoint executors to her last will and testament.

**STATUTE OF FRAUDS.**—No action shall be brought to charge an executor or administrator upon any special promise to answer damages out of his own estate, or to charge any person upon any special promise to answer for the debt, default or miscarriage of another, or to charge any person upon any agreement made upon consideration of marriage, or upon any contract or sale of lands, or of any interest therein, or upon any agreement that is not to be performed within one year from the making thereof, unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing and signed by the party to be charged therewith, or some other person authorized by him.

No contract for the sale of any goods, wares or merchandise for the price of \$40 or upward shall be good, unless the buyer accept and receive part of the goods so sold, or give something in earnest to bind the bargain or in part payment, or unless some note or memorandum in writing of the bargain be made and signed by the party to be charged thereby or his agent, whether such goods are actually made or ready for delivery or are intended to be made or delivered, or both, at some future time or not.

No action shall be brought to charge any person, upon or by reason of any representation or assurance made or given concerning or relating to the character, conduct, credit, ability, trade or dealing of any other person, to enable such other person to obtain money or goods upon credit, unless such representation or assurance be made in writing, signed by the party to be charged therewith.

No person shall be liable upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification made after full age, on any promise or simple contract made during infancy, unless the same be in writing, signed by such person.

All leases, estates and other interests in lands, not put in writing and signed by the party to be charged therewith, or his duly authorized agent, shall have the force and effect of estates at will only, except leases not exceeding three years.

All grants, assignments and surrenders of lands, or interest therein, must be in writing, signed by the party to be charged therewith, or his duly authorized agent.

All declarations or creations of trusts in lands, or any grant or assignment thereof (except those by operation of law), shall be invalid unless the same be in writing.

WILLS.—Every person capable of making a will may dispose of, by his will duly executed, all his real and personal property which he shall be entitled to at law or in equity at the time of his death, and which, if not disposed of, would devolve upon his heir, child or next of kin, or upon his representatives, including estates *per autro vie*.

No will made by an infant or a married woman (except in the execution of a power, and as above stated) shall be valid. (See *Married Women*.)

No will shall be valid unless it shall be in writing and executed in manner hereinafter mentioned, that is to say, it shall be signed at the foot or end thereof by the testator, or by some other person in his presence and by his direction; and such signature shall be made or acknowledged by the testator in the presence of two or more witnesses present at the same time, and such witnesses shall attest and subscribe the will in the presence of the testator and in the presence of each other; but any will,

although not signed at the foot or end thereof, shall be valid, if it be apparent from the will and position of the signature, or from the evidence of the witnesses thereto, that the same was intended by the testator to be his last will, but no form of attestation shall be necessary.

This does not apply to the will of soldiers in active service, and mariners at sea, as regards the disposal of their personal estate.

ESTATE.—No will shall be invalid in consequence of the witnesses at the time of attesting the same or afterward becoming incompetent to prove the same.

No will shall be invalid on account of the witnesses or the wife or husband of such witness being a legatee, only so far as such witness or the wife or husband of such witness is concerned, and such witness shall be admitted to prove such will. Executors may witness the will of the testator.

Marriage will revoke the will of a man or woman, except a will made under a power of appointment, when in default of such appointment the estate thereby appointed would not pass to the testator's heirs, child, next of kin or representatives.

No will shall be revoked by any presumption growing out of change of circumstances.

Every will shall be construed with reference to the real and personal estate comprised therein, as if it had been executed immediately before the death of the testator, unless a contrary intention appears by the will.

If no words of limitation be used, a devise of real estate shall pass a fee simple, or all the estate that testator has power to dispose of by will in such real estate, unless a contrary intention appears by such will.

Where any person, being a child or other issue of the testator, to whom any real or personal estate shall be devised or bequeathed for any estate or interest not determinable at or before the death of such person, shall die in the lifetime of the testator, leaving issue, and any such issue of such person shall be living at the time of the death of the testator, such devise or bequest shall not lapse, but shall take effect as if the death of such person had happened immediately after the death of the testator, unless a contrary intention shall appear by the will.

CANADA.

PROVINCE OF NEW BRUNSWICK.

**CHATHAM—Northumberland County.**

*Wm. Wilkinson.*

NEWCASTLE, N. B., *February* 12, 1873.

*To all whom it may concern :*

I do hereby certify that Wm. Wilkinson, Esq., residing in Chatham, in the county of Northumberland and Province of New Brunswick, has practiced law in this county for twenty-five years, and is a barrister of twenty-three years' standing ; is well qualified to undertake any legal business intrusted to him ; is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

EDW. WILLISTON,

*Judge County Court, Northumberland Co.*

**GAGETOWN—Queens County.**

*T. Roberts Wetmore.*

Recommended by

JOHN PALMER, *High Sheriff, Queens Co.*

**FREDERICTON—York County.**

*Gregory & Blair.*

GEORGE F. GREGORY (Mayor of Fredericton).

ANDREW G. BLAIR.

I hereby certify that I am personally acquainted with Messrs. George F. Gregory and Andrew G. Blair, carrying on legal business in Fredericton as copartners, under the name of Gregory & Blair ; that they are duly admitted as barristers and attorneys of the Supreme Court of this Province ; that they are of respectable

standing and skill in their business as barristers and attorneys ; and I believe they will give strict attention to any professional business intrusted to them.

Dated at Fredericton, in the Province of New Brunswick, the first day of March, A. D. 1873.

JOHN C. ALLEN,  
*Judge of the Supreme Court of New Brunswick.*

FREDERICTON, *February 28, 1873.*

SIRS.—I am personally acquainted with G. F. Gregory, Esq., Mayor of the city of Fredericton, and Andrew G. Blair, Esq., attorneys at law, doing business under the name and style of Gregory & Blair, as professional partners, and I have no hesitation in recommending them as every way reliable in the business of their profession, both as regards their competency and integrity.

Yours, etc.,

JAS. STEADMAN, *Judge of the County Courts for the District of York, Sunbury and Queens Cos., N. B.*

**HOPEWELL—Albert Turin County.**

*Chas. A. Peck.*

MONKTON, COUNTY OF WESTMORELAND, }  
Province of New Brunswick, *January 31, 1873.* }

I have known Charles A. Peck, Esq., of Hopewell, in the county of Albert Turin, Province of New Brunswick, for several years, as one of the leading barristers in the court over which I preside, and have much pleasure in adding my testimonial of his professional standing.

B. BOTSFORD, *J., County Court, County of Albert Turin.*  
*To the International Merchants' Protective Law Association, No. 74 State street, Albany, N. Y.*

**MONKTON, SALISBURY and PETITCORDIAC—  
Westmoreland County.**

*Chas. A. Halstead.*

MONKTON, *February 25, 1873.*

I have been acquainted with Charles A. Halstead from his infancy, and he is now a practicing barrister in the courts for the county of Westmoreland, over which I now preside. I have much

pleasure in adding this testimonial of his professional standing at the bar.

B. BOTSFORD,

*Judge of the County Court, County of Westmoreland.*

*To the International Merchants' Protective Law Association, No. 74 State street, Albany, N. Y.*

**RICHIBUCTO—Kent County.**

*Hutchinson & Phinney.*

MONKTON, N. B., *February 10, 1873.*

I have known the firm of Hutchinson & Phinney for some time; they are leading barristers in the County Court for the County of Kent, over which I preside, and I have much pleasure in furnishing this testimonial of their professional standing.

B. BOTSFORD,

*Judge of the County Court for the County of Kent.*

*To the International Merchants' Protective Law Association, No. 74 State street, Albany, N. Y.*

**ST. JOHN—St. John County.**

*Charles A. Stockton.*

ST. JOHN, *May 2d, 1873.*

*To all to whom these shall come:*

I hereby certify that I have been acquainted with Charles A. Stockton, Esq., attorney at law of this city, for upward of eight years. He studied law under my superintendence, and entered upon the practice of it in St. John some three years ago.

He is honest, sober, industrious, well skilled in his profession, and any person giving him legal business to attend to may rest assured that it will be carefully, promptly and correctly attended to.

CHARLES N. SKINNER,

*Queen's Counsel and Judge of the Court of Probate.*

I fully concur in the above testimonial of Mr. C. A. Stockton.

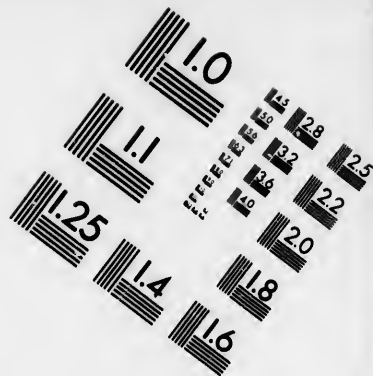
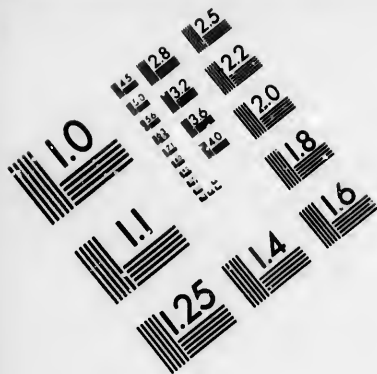
CHARLES WATTERS,

*Judge of the County Court for the County of Saint John.*

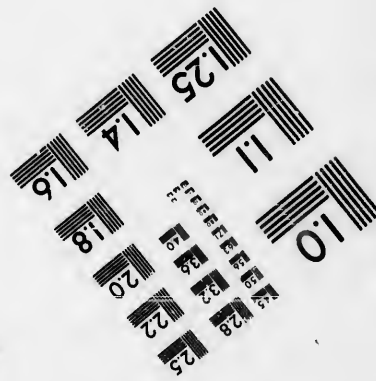
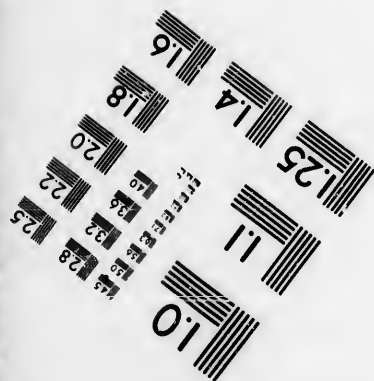
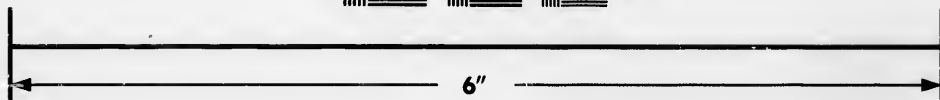
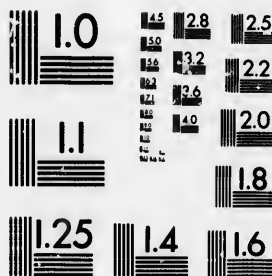








**IMAGE EVALUATION  
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(716) 872-4503

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SIMEON JONES & Co., BANKERS, }  
 ST. JOHN, N. B., *May 3d*, 1873. }

This is to certify that we have known Charles A. Stockton, Esq., for a number of years, and have much pleasure in recommending him as a lawyer, as well as a good, honest, sober and industrious citizen.

We feel safe in saying any business intrusted with him will receive prompt and careful attention.

SIMEON JONES & CO.

**ST. STEPHENS — Charlotte County.**

***Stevens & Mitchell.***

JAMES G. STEVENS, JR.

JAMES MITCHELL.

*To whom it may concern:*

We have had occasion to transact business with Messrs. Stevens & Mitchell as attorneys for this bank on several occasions, and have found them well qualified to undertake any legal business intrusted to them. Messrs. Stevens & Mitchell are prompt and faithful in the interests of their clients, and this testimonial is very cheerfully given.

ROBT. WATSON, *Cashier St. Stephens Bank.*

J. F. GRANT, *Acct. St. Stephens Bank.*

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rs, }  
3d, 1873. }  
Stockton, Esq.,  
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NES & CO.

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Messrs. Stevens  
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## PROVINCE OF NEWFOUNDLAND.

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Newfoundland is an independent Province of Great Britain (if a Province can be independent), having about 150,000 inhabitants. The chief commercial exports are fish and seal skins. St. John's, the metropolis and capital, is a fine harbor city of about 30,000 inhabitants. The laws of England govern except in some local matters.

**ST. JOHNS—Placentia and St. Mary's County.**  
*J. S. Winter.*

Mr. Winter comes to us well recommended, and we shall not hesitate to place any business in his hands.—[ED.]

## PROVINCE OF NOVA SCOTIA.

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ENACTMENTS AFFECTING COMMERCE.

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Prepared by CHARLES B. OWEN, Queen's Counsel, Master and Surrogate, Solicitor, etc., residing at Yarmouth, N. S.

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**ALIENS**—Chapter 34, Revised Statutes, enacts that aliens may hold and convey real as well as personal estate. It points out a simple mode of naturalization at but trifling cost.

**ARREST FOR DEBT.**—Execution authorizes imprisonment of debtor, for want of sufficient real or personal estate, or where special directions to arrest are indorsed on writ. *Capias* may issue if affidavit made of claim being just and true, and of defendant being about to quit the Province, or in suits before a magistrate that he is about to leave the county.

**BILLS OF EXCHANGE AND PROMISSORY NOTES**—Chapter 82. Bills drawn by residents in Nova Scotia and returned protested, if drawn on party resident out of Nova Scotia but in North America, are subject to 5 per cent damages and 6 per cent interest; if drawn on a party in any other country, 10 per cent and interest. As a general rule, English decisions apply, and those of the United States courts are respected.

**BILLS OF SALE** protect the personal estate therein set forth after being filed in office of registry of deeds, if not fraudulent or without consideration. Leases of land, for a term longer than three years, are liable to be preferred by registered judgment or transfer.

**DEEDS AND MORTGAGES:**—A registered docket of judgment, deed or mortgage registered, will take preference of an unregis-

tered conveyance at law. But if the party, for whose benefit the same is intended, knew of the existence of a *bona fide* unregistered conveyance, equity will grant relief pursuant to the decisions of the English chancery courts, some of which have been expressly adjudicated upon and duly reported.

REGISTRY OF CONVEYANCES EXECUTED ABROAD.—Revised Statutes provide that deeds may be proved out of the Province as well in foreign countries as in the British dominions by the oath of a subscribing witness or the acknowledgment of the parties, under oath, to the due execution thereof, such oath to be administered by the judge of any court of record, by the mayor of any city, by a justice of the peace, or by a notary public residing respectively at or near the place where the deed and the attestation with the date to be certified under the seal of a court of record or of a city, or under the hand and seal of a notary public. And where a deed is proved in a foreign country, the oath may be administered by and attestation and date certified under hand and seal of any public minister, ambassador or consul of Great Britain, or vice-consul residing at or near the place where the deed is proved.

N. B.—The statutes of Nova Scotia were revised last winter, but are not yet published; so that it would be unsafe to summarize any other subjects than the above, which remain unaltered.



## PROVINCE OF NOVA SCOTIA.

**AMHERST**—**Cumberland County.***Chas. J. Townshend.*

BANK OF NOVA SCOTIA, }  
 AMHERST, N. S., *May 5th*, 1873. }

I beg leave to certify that I am well acquainted with Charles J. Townshend, Esq., of this place, barrister at law—that he is the employed attorney of this branch—and that on all occasions on which his services have been required I have found him prompt, reliable and well qualified to undertake any legal business intrusted to him.

A. H. PATTERSON, *Agent.*

(From *SIR WM. YOUNG*, Bart.)

I have pleasure in certifying in terms of the circular issued by the International Merchants' Protective Law Association, that Charles J. Townshend, Esq., of Amherst, barrister and attorney, is in good professional standing in this Province.

W. YOUNG, *Chief Justice.*

HALIFAX, N. S., *April 30*, 1873.

**BRIDGETOWN**—**Annapolis County.***T. D. Ruggles* (Queen's Counsel).

COUNTY OF ANNAPOLIS, }  
 Province of Nova Scotia, }  
 Dominion of Canada. }

This is to certify that I have known Timothy D. Ruggles, of Bridgetown, in the county of Annapolis, Nova Scotia, Queen's Counsel, and a barrister of the supreme court of Nova Scotia, for many years; that his standing at the bar is of the highest character, and that he is worthy of full trust and confidence.

EDWD. C. COWLING.

*Judge of the Courts of Probate and Insolvency,*  
*County of Annapolis.*

ANNAPOLIS, Nova Scotia, *March 26th*, A. D. 1873.

DIGBY — Digby County.

*Thos. A. Shreve.*

HALIFAX.

*Smith & MacCoy.*

H. W. SMITH (Attorney-General of Nova Scotia).

KENTVILLE — King's County.

*Harris & Chipman.*

THOS. W. HARRIS (Queen's Counsel).

JOHN P. CHIPMAN.

OFFICE OF THE AGENCY OF THE BANK OF NOVA SCOTIA, }  
KENTVILLE, KING'S COUNTY, Nova Scotia, }  
*January 25th, 1873.*

*To whom it may concern :*

I hereby certify that Thomas W. Harris and John P. Chipman have transacted business for this agency since its establishment, some two years ago, and that in all matters intrusted to them they have been prompt and reliable. I further observe, that I have personally known the said Harris & Chipman for many years, and that they are persons of character and credit in the Province of Nova Scotia.

L. D. V. CHIPMAN, *Agent and M. P.*

LIVERPOOL — Queen's County.

*G. Thomas Moore.*

S. F. KNEELAND, Esq., *Albany, N. Y. :*

SIR.—We beg leave to recommend G. Thomas Moore, of Liverpool, Nova Scotia, as a fit and proper person to act as the attorney of the "Merchants' Protective Law Association," he being in good standing.

Yours, etc.,

T. R. VALLITTO,

*President Bank Acadia, Liverpool.*

STEPHEN C. TUPPER,

*Vice-President Bank Acadia, Liverpool.*

LUNENBURG.

*Hon. Henry A. N. Kaulbach* (Senator of Canada).

## PROVINCE OF NOVA SCOTIA.

## NEW GLASGOW—Pictou County.

*Edward Roach* (Master in Chancery, etc.).

## PICTOU—Pictou County.

*John D. McLeod.*

COUNTY OF PICTOU, }  
Province of Nova Scotia. }

I, David Matheson, prothonotary of the Supreme Court of the said Province, in the said county, do hereby certify that John D. McLeod, Esq., barrister and attorney at law, duly admitted and practicing at Pictou, in said county, is in good standing at the bar in this Province, and is entitled to all confidence and trust in matters pertaining to his said profession.

[SEAL.] Witness my hand and the seal of the said court of Pictou, in the Province of Nova Scotia, this eighth day of March, A. D. 1873.

DAVID MATHESON, *Prothonotary.*

## SHELBURNE—Shelburne County.

*N. W. White* (Queen's Counsel).

COUNTY OF SHELBURNE, *April 30th, 1873.*

Having been intimately acquainted with N. W. White, Esq., Q. C., of Shelburne, for many years, both socially and professionally, and found him well qualified to transact any legal business intrusted to him, we cheerfully certify that he is prompt and faithful to the interests of his clients, and recommend him as a reliable business man.

ROBT. G. EWIN, *Judge Probate.*

GEO. SNYDER *Custos of the District Shelburne.*

## TRURO—Colchester County.

*Geo. Campbell.*

## WINDSOR—Hants County.

*Robert D. Chandler.*

WINDSOR, N. S., *January 8, 1873.*

*To whom it may concern:*

I have for the past six years employed Mr. Robert D. Chandler as my attorney, upon several occasions, and have always received

perfect satisfaction. I have always considered him prompt in my own business, and have heard the same from others who had employed him.

G. P. PAYSANT, *Pres. Commercial Bank of Windsor.*

SHERIFF'S OFFICE,  
WINDSOR, N. S., Jan. 9, 1873. }

*To whom it may concern :*

I have as High Sheriff of this county transacted professional business with Mr. Robert D. Chandler for the past six years, during which time I have always found him prompt and faithful to the interests of his clients, and he has always been considered well qualified to undertake all legal business intrusted to him.

J. M. GELDERT,

*High Sheriff for the County of Hants.*

**YARMOUTH — Yarmouth County.**

**Charles B. Owen** (Queen's Counsel).

*To the Merchants' Protective Law Association :*

We, the subscribers, have been well acquainted with Mr. Owen, during his residence in the town of Yarmouth for twenty years, last past. He has sustained a good standing, in his profession, and also as a citizen and man of business.

JAS. MURRAY, *Judge of Probate and Insolvency Courts, and Agent Bank of Nova Scotia, etc.*

JOSEPH B. BOND, *M. D., etc., Chairman Board School Commissioners, Chairman Board of Health, Chairman Yarmouth County Medical Society (formerly Sheriff of the County), etc., etc., etc.*

HENRY A. GRANTHAM, *Registrar of Probate and Insolvency, Barrister at Law, and Notary Public.*

J. W. MOODY, *a Director of the Bank of Yarmouth, and Agent to Lloyds, etc., etc.*

JOHN K. RYERSON, *Member of Provincial Parliament of Nova Scotia.*

JOHN TOOKER, *Justice of the Peace, Clerk of the Peace, and Commissioner in the Supreme Court in and for the County of Yarmouth.*

YARMOUTH, N. S., January 1, 1873.

I, Henry A. Grantham, Notary Public, in and for the Province of Nova Scotia, residing at Yarmouth in said Province, do hereby certify and attest: that the signatures, Jas. Murray, Joseph B. Bond, J. W. Moody, John K. Ryerson, and John Tooker, to the foregoing certificate affixed, are respectively those of the parties of said respective names, and that each of them exercises the office following his name; and I further certify that there is not in said county either a Supreme Court, District or other Judge of Common Law or Equity Courts, and that there is no National or Provincial Bank in said Province.

In testimony \_\_\_\_\_, I have hereto my hand and notarial  
[L. s.] seal set and affixed, this fifteenth day of January,  
A. D. 1873.

HENRY A. GRANTHAM,  
*Notary Public, Yarmouth, Nova Scotia.*

## PROVINCE OF ONTARIO.

A SYNOPSIS OF THE LAW AND PRINCIPAL ENACTMENTS IN FORCE IN THE PROVINCE OF ONTARIO, AFFECTING COMMERCE, PROPERTY AND CIVIL RIGHTS IN THE PROVINCE.

Compiled by J. N. BLAKE, Esq., of Toronto, Ontario, Barrister at Law.

INTRODUCTION. — *Laws in Force.*

1. As regards property and civil rights, the laws of England as they stood on the 15th day of October, 1792.

2. Imperial statutes of jeofails, of limitations and for the amendment of the law, except those of mere local expediency, enacted previous to the 17th day of January, 1822. In both of these cases modified by, 1st. Subsequent acts of the Province of Canada, of the Dominion of Canada, of the Province of Ontario, and imperial statutes wherein Canada is especially mentioned, or affecting the general interests of the empire. By the act of Confederation which constitutes the Dominion of Canada, the power to legislate as to criminal law, insolvency and other matters affecting the whole Dominion, is reserved for the Dominion legislature, and the power to enact laws respecting property and civil rights, and administration of justice, is granted to the provincial legislatures.

## COURTS OF THE PROVINCE.

*Superior Courts — Jurisdiction.*

*Court of Error and Appeal* has a general appellate jurisdiction. In certain cases, however, suitors have a right to appeal ultimately to her majesty in privy council.

*Court of Queen's Bench.*—All actions, causes and suits, crimi-

nial and civil, real, personal and mixed, and also in matters relating to the revenue.

*Court of Chancery.*—Similar jurisdiction to that of the Court of Chancery in England, and to that of the Court of Exchequer.

*Court of Common Pleas.*—Has co-ordinate jurisdiction with the Court of Queen's Bench.

*Heir and Devisee Court.*—Determining conflicting claims to unpatented lands. By an act recently passed by the Ontario legislature, "for the better administration of justice in the courts of Ontario," important changes have been made in the relative position of the courts of equity and common law tending to their consolidation. The act, however, does not take effect until the 1st of January, 1874.

#### *Inferior Courts.*

*County Court.*—In all personal actions where the debt or damages claimed do not exceed \$200. In all suits relating to debt, covenant and contract, where the amount is ascertained by the act of the parties, or written acknowledgment of defendant to \$400, and to all bail bonds and recognizances of bail given in County Court to any amount in proceedings against overholding tenants, but not in cases involving titles to lands, validity of wills, libel, slander, crim. con. or seduction.

*Insolvent Debtor's Court.*—Jurisdiction is given to the County Court as to all proceedings respecting assignments for benefit of creditors and winding up of insolvent estates by insolvency act (which applies, however, to traders only).

*Surrogate Courts* have jurisdiction in matters respecting the granting of probate and letters of administration.

*Division Court.*—Actions of debt or contract, where the amount is ascertained, amounting to \$100; injuries or torts to personal chattels to forty dollars; personal actions to that amount if not excepted from jurisdiction; not to actions for gambling, or tavern debts; ejectment title to land; and on any toll, custom or franchise, will, or settlement, malicious persecution, libel, slander, crim. con., seduction, breach of promise, or actions against a J. P. for anything done by him in execution of his office, if he objects.

## SKETCH OF COMMERCIAL LAW.

In the following sketch the abbreviations used are C. S. U. C.—Consolidated Statutes, Upper Canada; C. S. Can.—Consol. Statutes, Canada (both consolidated in 1859). The statutes of the Province and Dominion of Canada are distinguished by the addition "Can." Those of the Province of Ontario (commencing 1867-1868), by the letters "Ont."

**ACCOUNT BETWEEN PARTNERS.**—The right to an account as between partners can be enforced in courts of law, but the Court of Chancery is generally resorted to.

**AFFIDAVITS**, to be used in Ontario, may be made before any commissioner in England authorized by the lord chancellor, or a notary public under his official seal, or before the mayor or chief magistrate of any city, borough or town corporate in Great Britain or Ireland, or any colony, or in any foreign country, and certified under the common seal of such city, borough or town corporate, or before a judge of any court of supreme jurisdiction in any colony without Canada, or consular agent of her majesty exercising his functions. (34 *Vict.*, c. 14 [Ont.].) The seal and signature to such affidavits need not be proved.

**AGENCY.** See *As to Dealing with Agents*. See *Factors*.

**ALIENS.**—By 31 *Vict.*, c. 66, every alien who, after a continued residence in the Province for three years or upward, takes the oaths of residence and allegiance and procures same to be filed, shall enjoy and may transmit all the rights and capacities of a natural-born subject. By C. S. Can., c. 3, § 9, every alien has the same powers as to real estate as subjects of her majesty. By the common law, alien friends have a right to trade on the same footing as her majesty's subjects.

**ATTACHMENT.**—By C. S. U. C., c. 25, any person resident in Ontario who may be indebted, and departs from the Province in order to defraud his creditors, and is possessed of any real or personal property, is deemed an absconding debtor, and his property may be attached by writ of attachment. In superior courts this writ is obtained on affidavit of the facts by any creditor who has a claim over \$100, and a further affidavit made by two persons in support. All the property, credit and effects of the debtor may be attached under the writ and sold. Where there are



several writs, the property is distributed ratably among such of the attaching creditors as obtain judgments.

**APPRENTICES.**—Minors over sixteen may bind themselves, or parents or guardians of minors not under fourteen may bind such minors with their consent. (*C. S. U. C., c. 76.*)

**BILLS OF EXCHANGE.**—Acceptances of bills must be in writing on the bill. The rate of damages on dishonored foreign bills drawn on any person in Europe or the West Indies, ten per cent. If in British colonies, in America or the United States, four per cent on principal sum. Interest is allowed in these cases on the amount for which the bill was drawn, from time of protest to day of repayment. In the case of foreign promissory notes, damages and interest at six per cent may be recovered.

*Protest* of inland or foreign bills or notes may be made on the day of dishonor. In neither case is it absolutely necessary. Notice of protest may be sent through post. *Three days of grace* are allowed, and when the last falls on a non-judicial day, bills or notes may be presented on the day following. *An indorsement* or memorandum of any payment written on a bill or note by the payee does not take out of the statute of limitations.

**BILL OF LADING.**—By 33 *Vict.*, 19, rights of action pass to the indorsee of a bill of lading. Formerly the assignment transferred the property, but not right to sue on the contract.

**BILL OF SALE.** See *Chattel Mortgage.*

**CARRIERS.**—The common-law liability remains—that is, responsibility for all losses by any cause except act of God or of the Queen's enemies. Unusual stipulations do not prevent liability, unless brought to knowledge of shipper, nor if concealment of stipulations led to destruction of the goods. Even then, if carrier be guilty of negligence or misconduct, he is liable for the full value; and in any case, he is liable for the apparent value of the goods shipped. There is no statute limiting the liability of land carriers in Ontario.

Common carriers by water are liable to the same extent as those by land, with the additional exceptions, however, of perils of the sea and navigation. This liability is usually restricted by express stipulation in the contract of affreightment, whether by charter-party or by general ship. *Imp. act, 17 and 18 Vict., c.*

104, also limits the liability of such carriers. By section 503 it provides against liability, unless goods lost were inserted in bill of lading; and section 504 limits liability of ship-owner to the value of the ship and the freight due or to grow due in respect of it during the voyage.

**CHATTEL MORTGAGES.** C. S. U. C., c. 44.—Mortgages of goods, not attended with change of possession, must be registered or else be void against creditors. An affidavit of execution and of the mortgagee, as to the genuineness of the transaction, must also be registered. Every such mortgage must be renewed within thirty days next preceding the expiration of one year from the day of filing or renewing of such mortgage. Certain statements and affidavits are required, which should be carefully attended to.

**CONTRACTS, RATIFICATION OF.** See *Ratification*.

**CORPORATIONS.**—By C. S. U. C., c. 90, corporations aggregate may take and convey land by bargain and sale in the same manner as individuals.

**COPYRIGHT.**—The only persons entitled to copyright in Canada are “any person resident in Canada, or any person being a British subject and resident in Great Britain or Ireland.” 31 *Vict.*, c. 54 (Can.).

**EVIDENCE.**—By 33 *Vict.*, c. 13 (Ont.), the parties to a suit are competent and compellable witnesses; and by an act of the last session, husband and wife are competent and compellable, except as to communications made during marriage.

**FACTORS.**—*C. S. Can.*, c. 59, contains the following provisions as to dealing with agents: Any person may deal with an agent, and the contract shall be binding on the principal. Agents are to be deemed owners for four purposes: 1. To make a sale or contract. 2. To entitle a consignee of goods consigned by him to a lien. 3. To give validity to any pledge, lien or security made with such agent on the security of the goods; and, 4. To make such contract binding on the owner of the goods, notwithstanding the person claiming had notice he was contracting only with an agent. Further, all *bona fide* loans, advances and exchanges made with agents shall bind owners, provided there be no notice of dealing without authority. Any agent intrusted with documents of title, such as in ordinary course of

business are deemed to be proof of possession of goods (for example, bills of lading, wharfinger's receipts, etc.), is deemed to be intrusted with the possession of the goods represented by each document of title, and contracts for a lien founded thereon are valid.

FOREIGN INSURANCE COMPANIES are required by 31 *Vict., c. 48 (Can.)*, not only to deposit \$50,000 with the receiver-general, on which a license will be issued, but also every foreign stock company must have at least \$100,000 unimpaired capital, of which the above deposit is reckoned as part. Annual statements are required to be laid before the minister of finance.

FOREIGN JUDGMENTS are proved by an exemplification of the same under the seal of the court which delivered them. By 23 *Vict., c. 1*, in many suits on foreign judgments any defence can be pleaded that was set up or might have been set up to the original suit.

FRAUDULENT PREFERENCES. See *Insolvency*.

GRACE, DAYS OF. See *Bills and Notes*.

GUARANTIES must be in writing; but by 23 *Vict., c. 45 (Can.)*, the consideration for promises to answer for the debt, default or miscarriage of another need not appear in writing.

HIRING AND SERVICE.—No voluntary contract of service or indentures to be binding longer than nine years; verbal as well as written agreements are binding, but verbal ones shall not exceed the term of one year.

INSOLVENCY.—Insolvent act of 1869 (32, 33 *Vict., c. 16*) applies to traders only.

*Assignment* is made either voluntarily or by coercion. First. *Voluntarily*, by deed executed by the debtor to an official assignee, called the interim assignee. He notifies the creditors, to meet, and furnishes the meeting with a schedule of liabilities and assets. The insolvent must attend meeting for examination by creditors. An assignee is then appointed by the creditors, who takes possession of the estate. Second. By Coercion; a debtor is deemed insolvent and is liable to compulsory liquidation in the following cases: 1. If he absconds. 2. If he secretes or is immediately about to secrete any part of his estate and effects. 3. If he fraudulently assigns his property. 4. If, with

such intent, he has procured his money, goods, chattels, lands or property to be seized under execution. 5. If he has been actually imprisoned on a civil action on contract for more than thirty days. 6. If he willfully neglects or refuses to appear and to be examined. 7. If he willfully neglects or refuses to obey the order or decree of the Court of Chancery. 8. If he has made any general conveyance for the benefit of his creditors. 9. If he permits any execution issued against him to remain unsatisfied till within four days of the time fixed for the sale under such execution. On proof of the above facts a writ of attachment (returnable in thirty days) is issued for the seizure of the estate and effects of the debtor, and three days after the return day of the writ the judge may order a meeting of the creditors to be called, at which an assignee is appointed. At such meeting an offer of composition may be made, which, if accepted, ends the proceedings.

*Duties of Assignee.*—The assignee, on his appointment, gives notice thereof by advertisement, and must obey instructions of creditors. He must keep minutes of meetings, and must wind up the affairs of the insolvent by the sale, in a prudent manner, of all real estate, of all bank and other stocks, and of all movables belonging to him, and by the collection or sale of all debts. He may sue for debts due to insolvent, and distribute amongst creditors, ratably, moneys come to his hands. The claims which rank on the estate are all debts due by the insolvent at the time of his insolvency; any contingent claim is reserved for the consideration of the assignee. After declaration of final dividend or failure of assets, the assignee may prepare his final accounts and the insolvent petition for his discharge. *Dividends* are declared at intervals of three months.

*Fraudulent Preferences.*—Gratuitous contracts made within three months of insolvency are presumed fraudulent and void, while those made for a consideration within thirty days before insolvency voidable, and generally all contracts made with intent to impede or defraud creditors, with knowledge of party contracting, are void.

*Composition and Discharge.*—A deed executed by majority in number of creditors, who have claims for sums of \$100 and upward, and who represent three-fourths in value of the liabilities, binds all the rest. Consent of creditors, as expressed, absolutely

discharges the insolvent, except as to certain debts specially named. The insolvent may file the deed, and give notice, by advertisement, of his intention to ask for confirmation; if he does not, a creditor may notify him to do so.

*Interest.*—The legal rate is six per cent. More than six per cent is not allowed on any contract for loan of any moneys, wares, merchandise or any other commodities; except that any person may stipulate for, allow and exact on any contract or agreement any rate of interest or discount which may be agreed upon. Banks must not take more than seven per cent, with a certain additional per centage for discounting elsewhere than where payable; on debts certain and over due, if payable by virtue of a written instrument at a certain time, interest may be allowed from the time when such debt became payable; if otherwise, from a demand informing that interest would be claimed.

*Joint Contractors.*—The effect of absence from Ontario is considered under *Limitations*, which see.

*Lien of Mechanics.*—By the "Mechanics' Lien Act of 1873," mechanics, machinists, builders, miners, contractors or other persons working on or furnishing materials for buildings, have a lien on such buildings to the value of such work or materials. No lien exists until a statement of claim is registered before or during the progress of the work, or within one month from the completion thereof.

*Limitations.*—All actions of account or for not accounting, and suits for such accounts as concern trade or merchandise between merchant and merchant, their factors and servants, shall be commenced within six years. The absence from the Province of one joint debtor does not extend the time as against the other; nor is a judgment against the one who remained in the Province a bar to an action against the one who was out of it. (26 *Vict.*, c. 45.) Actions of debt on demise, of covenant or debt on a specialty, of debt or "*scire facias*," on a recognizance of debt on an award, are to be commenced within twenty years. Disabilities of non-age, coverture, mental imbecility give same time as if there were no impediment. Written acknowledgment or part payment by the debtor or his agent takes out of statute and causes time to run from such acknowledgment. (See *C. S. U. C.*, c. 78, § 9, and 26 *Vict.*, c. 45.)

**IN THE CASE OF REALTY.**—No land or rent can be recovered but within twenty years from the accrual of cause of action. In the case of lands granted by the crown and not cultivated or improved, forty years. Persons under disability of infancy, lunacy or coverture, and their representatives, are allowed ten years additional from the termination of their disability, but no action shall be brought by any such persons unless within forty years after the right of action first accrued.

**MARRIED WOMEN.**—By 35 *Vict.*, c. 16 (*Ont.*), personal earnings of married women are protected. They may insure their own or their husbands' lives, may hold stocks, deposit and cheque out of banks, and may maintain actions in their own names for their separate property. By "The Married Woman's Real Estate Act, 1873," every married woman over twenty-one may, with her husband's concurrence, convey real estate, or any interest therein, and release or extinguish powers as fully and effectually as if she were unmarried.

**MASTER AND SERVANT.**—Servant may be remunerated with share of profits without having rights and liberties of partnership.

**MORTGAGE OF SHIPS.** See *Shipping*.

**PARTNERSHIP.**—By C. S. C., 60, limited partnerships are allowed in which the special partners are not to be liable for the debts of the partnership beyond the amounts contributed by them to the capital. No part of sum so contributed shall be withdrawn during the continuance of the partnership, but the special partner may receive interest, and, if there are profits, a share of the profits.

**Partnership.**—Registration of, required by 34 *Vict.*, c. 20, within six months after formation of partnership, restricted to mercantile, mining and manufacturing partnerships.

**PATENT, WHO MAY OBTAIN.**—Any person having been resident in Canada for one year before application.

**RATIFICATION OF CONTRACTS.**—By C. S. U. C., c. 44, any ratification of a promise made during nonage, to be binding, must be made by some writing signed by the party to be charged therewith.

See Further *Limits*, *v. s.*

**REPRESENTATIONS.**—By § 10 of C. S. U. C., c. 44, in order to

render a person liable for representations regarding character, credit, etc., same must be in writing, signed by the party to be charged therewith.

SHIPPING.—*C. S. Can., c. 41*, enacts that to secure the rights of property in colonial vessels navigating the inland waters of the Province, and not registered as British vessels, and to facilitate transfers, and to prevent fraudulent transfers, all persons claiming property in any vessel over fifteen tons shall register their ownership in manner provided by act. Vessels are deemed to belong to some port and to be so registered. Property in vessels must be transferred by bill of sale or other instrument in writing, and is to be divided into sixty-four equal parts, and not more than thirty-two persons can be owners of a ship at one time. Priority is gained by indorsement on the certificate of ownership granted by the collector of the port to which the ship belongs. When a transfer is made by way of mortgage the transaction is so registered, and the mortgagee is not be deemed an owner.

STAMPS ON BILLS AND NOTES.—By 31 *Vict., c. 9*, for \$25, 1 cent; for \$50 and over \$25, 2 cents; for \$100 and over \$50, 3 cents; each fraction over \$100, 3 cents; on drafts and bills in duplicate 2 cents for each \$100, or fractional part of \$100; if in more parts than two, on each \$100, and on each fractional part of \$100, 1 cent.

SURETIES on payment of principal debt have a right to have assigned every judgment, specialty or other security held by the creditor, and to all remedies on such assignment. (26 *Vict., c. 45*, §§ 2, 3.)

USURY.—There are no usury laws in Ontario.

For the rates of interest allowed, see *Interest*.

WILLS, to pass realty, must be in writing, and executed by the testator or by some one under his express direction, and in his presence, before two or more witnesses who shall sign in the presence of each other. Personalty may be bequeathed by any instrument in the testator's handwriting. The law as to wills has been to some extent changed by the "Ontario Wills Act of 1873," which, however, does not come into force until the first of January, 1874.

WRITTEN ACKNOWLEDGMENTS.—*C. S. U. C.*, c. 44, and 26 Vict., c. 45. In all actions—1st. Of account and on the case, other than such accounts as concern trade or merchandise between merchant and merchant, their factors and servants; 2d. In all actions on simple contract, or on debt not secured by specialty, and in all actions for arrears of rent, a written memorandum or acknowledgment of indebtedness is required to take the case out of the Statutes of Limitation. No joint contractor shall lose the benefit of the Statute of Limitation by reason of a written acknowledgment signed by the other, and even if barred as to some, the plaintiff may recover as to the others. The statute applies as to set-off.

WRITTEN MEMORANDUM.—Contracts respecting anything of greater value than £10 are void unless part of goods are accepted by buyer, or he pays a portion of the purchase-money, or unless some note or memorandum of the bargain is made in writing and signed by the party to be charged therewith.

\$25, 1 cent;  
\$50, 3 cents;  
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PROVINCE OF ONTARIO.

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**BARRIE—Barrie County.**

**McCarthy & McCarthy.**

D'ALTON McCARTHY.

D'ALTON McCARTHY, Jr.

**BATH—(and other towns in) Addington County.**

**W. S. Williams** (official assignee and P. O., Napanee, Ont.).

BANK OF BRITISH NORTH AMERICA, {  
NAPANEE, 6th May, 1873. }

*The Managing Office of the International Merchants' Protective Law Association, 74 State Street, Albany, N. Y.*

SIR.—I have had occasion to employ Mr. W. S. Williams as an attorney for this bank on several occasions, and have always found him well qualified to undertake any legal business intrusted to him. Mr. Williams is prompt and faithful in the interests of his clients; and I have much pleasure in according this testimonial.

I am, yours faithfully,

B. BRUKUS, *Agent.*

**BRAMPTON—Peel County.**

**George Green.**

This is to certify that Mr. George Green, of the town of Brampton, in the county of Peel, and Province of Ontario, barrister and attorney at law, has been well known to me for the last twelve years in the practice of his profession. I have always found him reliable in money matters and punctual and attentive in his business. He has a respectable professional standing.

BRAMPTON, County Peel, 26th April, 1873.

A. F. SCOTT,

*Judge County Court, County Peel.*

**BRANTFORD—Brantford County.**

**B. F. Fitch.**

BRANTFORD, *February 18, 1873.*

S. F. KNEELAND, Esq.:

MY DEAR SIR.—B. F. Fitch, Esq., has been in practice here for some years, and has attained an excellent reputation for integrity, ability and careful attention to the interests of his clients.

S. READ,

*Manager Bank of Montreal.*

**BELLEVILLE—Hastings County.**

**MacLellan & MacLellan.**

ARCHIBALD L. MACLELLAN.

DUNCAN MACLELLAN.

JUDGES' CHAMBERS, BELLEVILLE, ONTARIO, }  
DOMINION OF CANADA, 29th Jan., 1873. }

I have known Messrs. MacLellan & MacLellan of this place for several years. They stand very high in their profession as attorneys, solicitors, etc., in Ontario, and are, I believe, well qualified to undertake any legal business entrusted to them.

J. M. SHERWOOL, *Judge of the County Court  
of the county of Hastings (formerly Her Majesty's  
Receiver-General for the Province of Canada).*

**CALEDONIA—Haldimand County.**

**Wm. E. Furlong.**

*To all whom it may concern:*

I have employed Wm. E. Furlong as my solicitor and attorney in several suits, and have found him prompt and reliable, and an able and successful lawyer.

R. KIERNAN.

CALEDONIA WOOLEN MILLS, *January 20th, 1873.*

*To all whom it may concern:*

I have known W. E. Furlong, barrister and attorney at law, residing and practicing law at Caledonia for a number of years, and have pleasure in stating that, in my opinion, he is an able lawyer and a reliable man.

E. B. WOOD, *Queen's Counsel*

*(formerly Treasurer of Ontario, Canada).*

TORONTO, *January 17th, 1873.*

## PROVINCE OF ONTARIO.

## CHATHAM — Kent County.

*Robert O'Hara.*

This may certify that I have known Robert O'Hara, Esq., barrister at law and master in chancery, for some twelve years, and that he has always been distinguished for his high character and attainments.

WM. B. WELLS,

*Judge Co. and Sur. Cts., Co. of Kent, Ont.*CHATHAM, *February 25th, 1873.*

## COBOURG — United Counties of Northumberland and Durham.

*Cochburne & Payne.*

I, George Morss Boswell, of the town of Cobourg, judge of the county court of the united counties of Northumberland and Durham, certify that I am well acquainted with the firm of Cochburne & Payne, barristers at law, and know them to be in good standing in the profession here.

G. M. BOSWELL, *Judge N. and D.**February 19, 1873.*

## COLLINGWOOD — Simcoe County.

*Henry Robertson, L. L. B.*

THE CANADIAN BANK OF COMMERCE, }  
COLLINGWOOD, Ont., *Jan. 9, 1873.* }

I have known Henry Robertson, Esq., L. L. B., barrister, etc., for the past eleven years, and have much pleasure in bearing testimony to his general good character and ability.

His professional standing is excellent, and any business intrusted to him is attended to promptly and faithfully.

JOHN MACMASTER,

*Manager Can. Bank of Commerce.*

FERGUS — and adjoining towns in Wellington Co.  
*Oliver & MacDonald (P. O. Guelph, Ont.).*

**GODERICH—Huron County.**

**B. L. Doyle.**

*To the "International Merchants' Protective Law Association."*

I have much pleasure in stating that I am well acquainted with B. L. Doyle, Esq., barrister and attorney at law, of Goderich, county of Huron, Ontario, and that he is a gentleman of high standing in his profession, both as to character and legal ability.

S. BROUGH, *Judge, County of Huron.*

March 24, 1873.

**GUELPH—Wellington County.**

**Frederick Biscoe.**

I hereby certify that Mr. Frederick Biscoe, barrister at law, is well known by me, and I consider him a respectable and safe person to intrust with any professional business.

Dated at Guelph, this 8th day of January, 1873.

A. MACDONALD,

*Judge of County Court, County of Wellington.*

**HAMILTON—Wentworth County.**

**Martin & Carscallen.**

RICHARD MARTIN.

H. CARSCALLEN.

(EXTRACT FROM A LETTER RECEIVED FROM MESSRS. M. & C.)

"In regard to furnishing testimonials signed by a judge, we would say that, with us in Canada (or rather Ontario), such an application would be deemed very improper, but we can give you many references as to our standing, among whom are W. G. Crawford, Esq., Manager of the Royal Canadian Bank, of which we are the solicitors; Messrs. E. and C. Gurney, Iron-founders; William M. McGiverin & Co., wholesale Hardware Merchants."

**INGERSOLL—Oxford County.**

**McCaughy & Walsh.**

NIAGARA DISTRICT BANK, }  
INGERSOLL, January 10, 1873. }

To S. F. KNEELAND, Esq., *Albany:*

DEAR SIR.—I hereby certify that I have known Messrs. McCaughy and Walsh, barristers, for many years; that they are

the solicitors for the Niagara District Bank here, of which I am the agent, and that I consider them competent and trustworthy in their profession.

CHARLES E. CHADWICK, *Agent.*

**KINCARDINE** — Bruce County.

*William Penn Brown.*

MERCHANTS' BANK OF CANADA,  
KINCARDINE, COUNTY OF BRUCE,  
PROVINCE OF ONTARIO. }

*To whom it may concern:*

I have had occasion to use William Penn Brown, Esquire, as solicitor and attorney for this bank on many occasions, and have found him well qualified to undertake any legal business intrusted to him. Mr. Brown is prompt and faithful in the interest of his clients, and this testimonial is very cheerfully accorded.

T. E. P. FRERE,  
*Agent Merchants' Bank of Canada.*

Dated at Kincardine this 13th day of January, A. D. 1873.

**KINGSTON** — Frontenac County.

*Campbell & Macdonnell.*

Hon. ALEXANDER CAMPBELL, Q. C. (Senator and Postmaster-General of Canada).  
G. M. MACDONNELL.

**LONDON** — Middlesex County.

*E. Horton* (P. O., St. Thomas, Ont.).

(EXTRACT FROM A COMMUNICATION RECEIVED FROM MR. HORTON.)

\* \* "I did not send the County Judge's certificate as to character, because he is my brother-in-law, and I thought it would not be any better than my own. I am solicitor of the Molson's Bank, to whom you can refer, or you can refer to R. G. Dun & Co., of the Mercantile Agency, in Albany, I think.

Yours truly,

E. HORTON."

**MOUNT FOREST—Wellington County.**

**J. McFladgen.**

J. McFladgen is a practicing attorney at Mount Forest, in the county of Wellington. I believe him to be well qualified to transact any legal business intrusted to him, and that he is faithful to the interests of his clients.

A. MACDONALD,

*Judge County Court, County of Wellington.*

*February 28, 1873.*

**NAPANEE—Lenox County.**

**S. Gibson.**

NAPANEE, *January 7, 1873.*

This is to certify that we have had occasion to employ S. Gibson, Esq., in his professional capacity as barrister, attorney at law and solicitor in chancery, etc., on several occasions, and have found him well qualified to undertake any legal business intrusted to him. Mr. G. is prompt and faithful in the interests of his clients, and this testimonial is very cheerfully accorded.

GRANGE & BROTHERS,

*Druggists and Exchange Brokers.*

JOHN T. GRANGE,

*M. P. P., Lenox County.*

This is to certify that Mr. S. Gibson is a barrister, attorney at law, solicitor in chancery and insolvency, in good standing in the practice of his profession, at Napanee, in the Counties of Lenox and Addington, and well qualified to undertake any legal business intrusted to him.

WM. H. WILKINSON,

*Judge for the Counties of Lenox and Addington.*

NAPANEE, *January 9, 1873.*

**NIAGARA—Lincoln County.**

**Geo. B. Boyle.**

NIAGARA, Ont., Canada, *Jan. 15, 1873.*

*To whom it may concern:*

We, the undersigned, do hereby testify that we know and are well acquainted with George B. Boyle, Esq., barrister and attorney of this town, and do cheerfully certify to his undoubted moral

worth and his professional carefulness and ability in the interests of his clients.

HENRY PAFFARD, *J. P., Mayor Town of Niagara.*

GEO. A. CLEMENT, *J. P.*

WM. McMURRAY, *D. D., D. C. L., Rector of Niagara and Rural Dean.*

ROBT. WARREN, *Postmaster Niagara.*

January 15, 1873.

**ORANGEVILLE—Wellington County and County of Halton.**

*J. Purdon Cummins* (P. O., Brampton, Ont.).

Recommended by

JAMES AUSTIN, *Pres. Dominion Bank.*

**OSHAWA—Whitby County.**

*Lyman English.*

**OTTAWA—Carleton County.**

*Richard A. Bradley.*

OTTAWA, CANADA, January 10, 1873.

*To all whom it may concern:*

This is to certify that I am well acquainted with Mr. Richard A. Bradley of this city, solicitor, etc., and I hereby cheerfully recommend him to the public as a gentleman well qualified to undertake any legal business intrusted to him, believing him to be prompt and faithful in the interests of his clients.

C. W. ARMSTRONG,

*Judge of the County Court of Carleton County.*

**OWEN SOUND—Grey County.**

*Creasor & Morrison.*

*To whom it may concern:*

I am well acquainted with the law firm of Creasor and Morrison, of this place, and have pleasure in stating that they are well qualified to undertake any legal business intrusted to them, and that they are prompt and faithful in the interests of their clients.

HENRY MACPHERSON,

*County Judge Grey County.*

**PARIS—Brant County.**

*Henry Hart.*

BANK OF BRITISH NORTH AMERICA, }  
PARIS, Ont., January 16, 1873. }

S. F. KNEELAND, Esq., *Albany, N. Y.:*

SIR.—I have much pleasure in certifying that Mr. Henry Hart, lawyer, of this place, is respectable and is well regarded by his professional brethren as well as by the general public.

Your obedient servant,

JOHN CARNEGIE, *Agent.*

**PEMBROKE—Renfrew County.**

*Michael O'Driscoll.*

**PERTH—Lanark County.**

*Edward G. Malloch* (County Crown Attorney, and Clerk of the Peace, County of Lanark).

PERTH, Ont., 23d January, 1873.

I hereby certify that Edward George Malloch, of Perth, barrister at law and solicitor in chancery, is qualified to practice in all the courts for Ontario. He is Crown attorney and clerk of the peace for the county of Lanark, and has a good professional standing.

J. G. MALLOCH,

*Judge of the County Court, County of Lanark.*

**PETERBOROUGH—Peterborough County.**

*James F. Dennistoun.*

ONTARIO BANK, }  
PETERBOROUGH, 14th January, 1873. }

*To whom it may concern:*

We have had occasion to employ James F. Dennistoun, Esq., barrister and attorney, professionally on several occasions, and have found him competent and careful of the interests of his clients.

GEORGE E. SHAW, *Manager.*



## PROVINCE OF ONTARIO.

THE CANADIAN BANK OF COMMERCE,  
PETERBOROUGH, Ont., 14th Jan., 1873. }

*To whom it may concern:*

We have had occasion to employ Mr. J. F. Dennistoun, barrister and attorney, professionally on several occasions, and have found him competent and careful of the interests of his clients.

ROBERT W. SMYLIE, *Manager.*

We have placed on file a further testimonial from H. E. Knowles, agent of the Bank of Montreal.

## PETROLIA — Lambton County.

*Stephen J. Griffiths.*

## PICTOU — Prince Edward County.

*Edwards Merrill.*

COUNTY COURT OFFICE,  
PICTOU, Ont., February 25, 1873. }

I, John Twigg, of the town of Pictou, in the county of Prince Edward and Province of Ontario, clerk of the county court of the said county, do hereby certify that I have been personally acquainted with Edwards Merrill, Esq., of the said town, barrister at law, for the past ten years; that he has been a practicing attorney for the past eight years, and a barrister at law for the past six years, and that I believe him to be thoroughly qualified in his profession and fully competent to transact any legal business that may be intrusted to him, and that he is a person whose character for honesty and integrity is beyond reproach.

Given under my hand and the seal of the said court,  
[L. s.] the day and year first above written.

JOHN TWIGG, *Clerk.*

## PORT HOPE — Durham County.

*Smart & Smith.*

ONTARIO BANK,  
BOWMANVILLE, O. C., Jan. 20, 1873. }

*To whom it may concern:*

We have personally known Mr. D. Smart, of Messrs. Smart & Smith, barristers at law, etc., Port Hope, for many years, and his

partner also, by representations, for some time. They are the legal advisers to our branch in their town, and we cordially recommend them as commercial lawyers to the attention of those requiring such assistance in this Province, as being responsible, well qualified and prompt professional men.

J. SIMPSON, *Pres.*  
W. FISHER, *Cashr.*

From a personal and business correspondence of over eight years, we heartily concur in the above testimonial.

A. R. McMASTER & BROTHER.

TORONTO, *January 22, 1873.*

We indorse all the above.

TALLCOTT, BOYD & CO., Albany.  
IRWIN & BOYD, Port Hope.

We have known Messrs. Smart & Smith personally and by reputation for many years, and for the last four years we have given them a considerable amount of business for collection, in many instances requiring great care, tact and ability, and we have on all occasions found them to give us the greatest satisfaction.

GAULT BROS. & CO.

MONTREAL, *January 27, 1873.*

**PORT PERRY — Ontario County.**

*Hubert L. Ebbells.*

**PRINCE ALBERT and ONTARIO COUNTIES  
(except the Village of Port Perry).**

*Wm. M. Cochrane.*

PORT PERRY, *April 6, 1873.*

S. F. KNEELAND, Esq., *Albany, N. Y.:*

Mr. Wm. Maurice Cochrane, of the village of Port Perry, has practiced at that place for the last six years, and has transacted business for me on many occasions, and I have found him well qualified to undertake any legal business intrusted to him, and is faithful to the interests of his clients.

THOS. PAXTON, *Member Leg. Assembly, Ontario.*

**RENFREW — Renfrew County.****H. H. Loucks** (County Crown Attorney, P. O., Pembroke, Ont.).QUEBEC BANK, PEMBROKE, *April 5, 1873.**To whom it may concern :*

Mr. H. H. Loucks has been Solicitor and Notary for the Quebec Bank here for the past three years, and I cheerfully give this testimonial to his promptness and faithfulness in the interest of his clients.

J. WALKER, *Manager.***ST. CATHERINES — Lincoln County.****Brown & Brown.**

ALBERT G. BROWN.

CALVIN BROWN.

CANADA, PROVINCE OF ONTARIO, } *to wit :*  
*County of Lincoln,*

I, John Majoribanks Lawder, Esq., Judge of the County Court of the County of Lincoln, do hereby certify that I am and have been Judge of the said County Court for the last fourteen years, and that I have known the members of the firm of Messrs. Brown & Brown, barristers and attorneys of St. Catherines, since they commenced the practice of law, and I have always found them prompt in business, and consider them thoroughly responsible. I take pleasure in recommending them to the confidence of any one intrusting business to them.

Dated at St. Catherines, this thirteenth day of January, A. D. 1873.

JOHN M. LAWDER, *County Judge, Lincoln Co., Ont.*

NIAGARA DISTRICT BANK, }  
 ST. CATHERINES, *January 14, 1873.* }

GENTLEMEN.—I am well acquainted with the members of the firm of Brown & Brown, barristers of this town, since they commenced the practice of law, and consider them thoroughly responsible, prompt and well qualified to do any legal business intrusted to them. I take pleasure in recommending them to any one requiring their services.

I am, gentlemen, yours obediently,

C. M. ARNOLD, *Cashier.*

QUEBEC BANK,  
ST. CATHERINES, Jan. 13, 1873. }

S. F. KNEELAND, Esq., *Attorney, etc., Albany:*

DEAR SIR.—I have much pleasure in informing you that I am well acquainted with the members of the firm of Messrs. Brown & Brown, barristers of St. Catherines, and consider them well qualified to undertake any legal business which may be intrusted to them. They are thoroughly responsible and prompt in business matters.

I am, dear sir, your obedient servant,

WM. T. BENSON, *Manager.*

**ST. THOMAS—Elgin County.**

*John Farley.*

**SARNIA—Lambton County.**

*J. T. Lister.*

I certify that Mr. Lister has practiced for some years in the courts over which I preside. I consider him reliable, prompt and fully qualified to undertake any business intrusted to him.

CHARLES ROBINSON, *Judge County Lambton.*

**SEAFORTH—Huron County.**

*Jas. H. Benson.*

**SIMCOE—Norfolk County.**

*John H. Ansley.*

The undersigned has much pleasure in certifying that Mr. John Henry Ansley is a barrister, solicitor in chancery, and attorney at law, and is entitled to practice in all the courts of law and equity in the Dominion of Canada.

Mr. Ansley is a gentleman of high character and of undoubted integrity, his legal attainments are unquestionable, and I have no hesitation in recommending him to all who may require professional services.

WM. M. WILSON,  
*Judge County of Norfolk, Canada.*

SIMCOE, *January 10, 1873.*

## TORONTO — York County.

**J. N. Blake.**TORONTO, *April 29, 1873.*

I have pleasure in certifying that J. N. Blake, Esq., of this city, barrister at law, is of good standing in his profession and a highly respectable and trustworthy gentleman.

G. DUGGAN,

*Judge of the County Court of the County of York, Canada.*

## VIENNA — Elgin County.

**Jno. Crawford.**

**WATERFORD** and the Counties of **NORFOLK** and **HALDIMAND**, except **Simcoe**.

**Duncombe & Matheson** (P. O., Simcoe, Ont.).

DAVID T. DUNCOMBE.

WALTER MATHESON.

## WELLAND — Welland County.

**A. G. Hill.**

JUDGE'S CHAMBERS, }  
WELLAND, *February 26, 1873.* }

*To whom it may concern:*

I have known Mr. A. G. Hill, barrister and attorney at law, for the past nine years, during which time he has been practicing as such in this county. He is well qualified to transact legal business intrusted to him, and prompt and faithful in the interests of his clients.

H. M. PRICE,

*Judge of the County Court of the County of Welland.*

COUNTY COURT OFFICE, }  
WELLAND, *February 26, 1873.* }

I certify to the signature of the judge, and can state a like acquaintance and recommendation.

W. WILLSON

*Clerk of the County Court of the County of Welland.*

**WHITBY—Ontario County.**

*G. Young Smith* (LL. B.).

WHITBY, *January 16, 1873.*

Mr. G. Young Smith has acted as attorney for the Dominion Bank since its commencement here, and I have always found him well qualified, prompt and attentive to business. I can highly recommend him to attend to any business intrusted to his care.

H. B. TAYLOR, *Agent.*

**WOODSTOCK—Oxford County.**

*Ball & Matheson.*

FRANCIS R. BALL (County Attorney and Clerk of the Peace).  
JOHN MATHESON.

PROVINCE OF PRINCE EDWARD ISLAND.

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This plucky little island is still an independent Province of Great Britain, although the bond of union with her sister Provinces of the Dominion of Canada only awaits perfection through the signature of the Queen. May her new relations promote her temporal welfare without affecting the manly, independent spirit of her people.—[Ed.

**CHARLOTTETOWN—Prince Edward Island.**

*Edward Palmer* (Queen's Counsel, Attorney-General and Advocate-General for P. E. Island), submits the following testimonial from Sir Robert Hodgson, Bart., etc. :

PRINCE EDWARD ISLAND, }  
CITY OF CHARLOTTETOWN, *April* 12, 1873. }

I do hereby certify that the Hon. Edward Palmer, Her Majesty's Attorney-General and Advocate-General for the Colony, and a Queen's Counsel therein, is now, and has been for many years last past, an attorney and barrister of the Supreme Court of Judicature, and I have much pleasure in stating that his talents and abilities as a professional man are of the first order, and his character unblemished therein, and in all the relations of social life.

R. HODGSON,

*Chief Justice of Supreme Court of P. E. Island.*

**GEORGETOWN — Kings County.**

*Alley & Davies* (P. O. Charlottetown, P. Q.).

GEO. ALLEY, Esq.

LOUIS H. DAVIES, (Solicitor-General).

THE MERCHANTS' BANK OF PRINCE EDWARD ISLAND, }  
CHARLOTTETOWN, P. E. I., March 17, 1873. }

*To whom it may concern :*

Messrs. Alley & Davies are attorneys in good standing in this city, and we have much pleasure in bearing testimony to their ability and trustworthy character as professional men. They are the attorneys of this bank, and have always been found by us prompt and faithful in the interests of their clients, and well qualified to perform any legal business intrusted to them.

ROBERT LONGWORTH, *President.*

WM. McLEAN, *Cashier.*

We cheerfully indorse the above.

R. HODGSON,

*Chief Justice Supreme Court of Prince Edward Island.*

JOSEPH HENDLEY,

*Assistant Judge Supreme Court.*

**BEDEQUE, PRINCETOWN and ST. ELEANOR —  
Princes County.**

*Alley & Davies* (P. O. Charlottetown, P. Q.).

GEORGE ALLEY, Esq.

LOUIS H. DAVIES, (Solicitor-General.)

For testimonial, see *Georgetown.*

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PROVINCE OF QUEBEC.

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**ARTHABASKA**—District of Arthabaska.

*William H. Felton.*

I, the undersigned, one of the justices of the Superior Court, in and for the Province of Quebec, residing in the city of Three Rivers, and exercising ordinarily my judicial functions in the district of Three Rivers and Arthabaska, assigned to me for that purpose, do hereby certify that William H. Felton, Esquire, of the village of Arthabaskaville, district of Arthabaska, advocate and attorney at law, performs his professional duties with ability, zeal and diligence, and holds a good position at the Arthabaska bar.

A. POLETTE, *J. S. C.*

THREE RIVERS, 6th March, 1873.

**HUNTINGDON**—County of Huntingdon, District of Beauharnois.

*J. Ponsonby Sexton* (Official Assignee, etc.).

**KAMOURASKA**—Kamouraska County.

*A. B. Routhier.*

PROVINCE OF QUEBEC, CANADA, }  
RIVIERE DU LOUP, 21st January, 1873. }

I, Louis Napoleon Casault, one of the justices of Her Majesty's Superior Court for the Province of Quebec, in the Dominion of Canada, and administering civil and criminal justice in the district of Kamouraska and Rimouski, in the province aforesaid, do hereby certify that A. Bazile Routhier, Esq., barrister and attorney of St. Louis de Kamouraska, in the district of Kamouraska, holds a prominent position at the bar of the above named province, and that he deservedly enjoys a high reputation of ability and integrity.

N. CASAULT, *J. S. C.*

**KNOWLTON for Broome and Shefford Counties.**

*William W. Lynch* (Member of Parliament).

KNOWLTON, P. Q., *January 9, 1873.*

MY DEAR KNEELAND.—I am no longer a practicing advocate; and Mr. W. W. Lynch, who was a law student in your time here, is our advocate now, and not only is he a reliable and successful advocate, but a Member of Parliament, and responsible for anything he undertakes, and upon his reliability and responsibility as well as good general character, you and your friends can rely with the utmost confidence. \* \* \*

Your friend,

SAMUEL W. FOSTER.

S. F. KNEELAND, Esq., *Attorney at Law.*

The above is from a private letter from Judge Foster. I can add to it my personal testimony as to the ability and character of my old friend and schoolmate, William W. Lynch.—[ED.]

**LACHUTE for Counties of Ottawa and Argenteuil.**

*C. S. Burroughs.*

MONTREAL, *6th February, 1873.*

It affords me much pleasure to certify that I have known C. S. Burroughs, Esquire, advocate, for upwards of twenty-five years, a portion of which time we were in copartnership, as advocates, and that he is thoroughly skilled in his profession and highly reliable.

F. G. JOHNSON, *J. S. C.*

**MONTREAL—County and District of Montreal,**

*John A. Perkins* (M. A., D. C. L., Prof. Commercial Law, Victoria College, Montreal.)

Mr. Perkins may refer to me.

AMASA J. PARKER,

(*Late Justice Sup. Ct., Chancellor, and M. of Congress.*)

ALBANY, N. Y., *February, 1873.*

**NEW CARLISLE—District of Gaspé.***E. Martel.*CANADA, PROVINCE OF QUEBEC, }  
District of Gaspé.By the Hon. Peter Winter, one of the Justices of Her Majesty's  
Superior Court for Lower Canada (now the Province of Quebec).*To whom this may concern :*

This is to certify that Etienne Martel, Esq., attorney, barrister, advocate, etc., etc., residing at New Carlisle, in the above named district, is in every respect fully qualified to undertake any legal business intrusted to him ; is pecuniary faithful to the interests of his clients, and this testimonial is cheerfully accorded to him.

Witness our hand. Given at New Carlisle, County of Bonaventure, this second day of May, 1873.

P. WINTER, *Judge Superior Court, Pr.***QUEBEC—County and District of Quebec.***Andrews, Caron & Andrews.*

FREDERICK ANDREWS (Queen's Counsel).

ADOLPHE P. CARON, B. C. L.

FREDERICK W. ANDREWS.

This firm stands at the head of the Quebec bar.—[ED.]

**RIMOUSKI—Rimouski County.***A. P. Letendre.*RIMOUSKI, *April 24, 1873.**To whom it may concern :*

I have had many occasions of appreciating the legal capacities of Mr. A. P. Letendre as advocate, as well as his promptness and faithfulness in business. I know that he has been appointed Solicitor of the Commissioners of the Inter-Colonial Railway, and has acted to their greatest satisfaction ; and I certify with pleasure that he has conducted the Crown affairs at our last criminal term with great ability.

L. A. BILLY, *District Magistrate for Rimouski.*

CANADA, PROVINCE OF QUEBEC, }  
 RIVIERE DU LOUP, April 30, 1873. }

I do hereby certify that A. P. Letendre, Esq., attorney, was, until the recent appointment of Mr. Billy as District Magistrate, one of two members of the legal firm of Billy & Letendre, which had considerable practice at Rimouski, and that Mr. Letendre himself was intrusted by the Government of the Province of Quebec with the conduct of the criminal proceedings during the last term, at Rimouski, of the Court of Queen's Bench.

N. CASAULT,

*Justice of H. M.'s Superior Court for the Prov. of Quebec.*

**ST. HYACINTHE CITY, COUNTY and DISTRICT.**

*Bourgeois, Bachand & Richer.*

J. B. BOURGEOIS.

PIERRE BACHAND, M. P. P.

T. S. RICHER.

S. F. KNEELAND, Esq. :

DEAR SIR.—Although, upon general grounds, not approving the rule adopted by the Merchants' Protective Law Association, which requires, as a thing essential for admission, a testimonial of the professional standing, signed by a Judge, an application being made for the first time, and by persons fully deserving credit, I give the present testimonial (being the first and the last), that Messieurs. J. B. Bourgeois, P. Bachand, T. S. Richer, of the city of St. Hyacinthe, attorneys, practicing in partnership, are entitled to full confidence.

L. V. SICOTTE, *Judge Superior Court.*

DISTRICT OF ST. HYACINTHE, Jan. 10, 1873.

**SHERBROOKE — Sherbrooke County.**

*Wm. Griffith.*

SHERBROOKE, P. Q., March 5, 1873.

I hereby certify that I have known William Griffith, Esq., advocate, of this town, for many years. He bears an unimpeachable character as a man, and is a faithful and reliable attorney. Anything that may be intrusted to his professional care, I have no doubt, would receive prompt attention and prudent management.

J. S. SANBORN, *Judge Superior Court.*

**SOREL for Richelieu and Yamaska Counties.****Adolphe Germain.**MERCHANTS' BANK OF CANADA, }  
SOREL, *January 30, 1873.* }

I hereby certify that Adolphe Germain, Esq., advocate of this town, is one of the best standing law professional men, and is highly qualified for any legal business which may be intrusted to him.

A. A. TAILLON, *Agent.***SWEETSBURG—District of Quebec.****Emmet Raccicot.**

Recommended by Prof. Perkins, the Member from Montreal, P. Q.

**THREE RIVERS—District of Three Rivers.****A. L. Desaulniers** (Member of the Provincial Parliament).

I, the undersigned, one of the Justices of the Superior Court for the Province of Quebec, residing in the city of Three Rivers, do hereby certify that Abraham Lesieur Desaulniers, Esq., of the same city, advocate and attorney at law, is honest, upright, able, zealous in the discharge of his professional duties, and occupies a good position at the Three Rivers bar.

A. POLETTE, *J., S. C.*THREE RIVERS, *February 27, 1873.*

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# APPENDIX.

## FORM OF ACKNOWLEDGMENTS.

### ALABAMA.

#### 1. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... }  
County of..... } ss.

I, (insert name and title of officer), do hereby certify that A. B., and C. D., his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this.....day of.....A. D. 18....  
[Seal.] [Signature and title of officer.]

#### 2. PROOF BY SUBSCRIBING WITNESS.

STATE OF..... }  
County of..... } ss.

I, (state name and title of officer), hereby certify that E. F., a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that A. B., the grantor in the conveyance, voluntarily executed the same in his presence, and in the presence of G. H., the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor and of the said G. H., who subscribed his name as a witness in his presence.

Given under my hand this.....day of.....A. D. 18....  
[Seal.] [Signature and title of officer.]

## ARKANSAS.

## 1. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... }  
 County of..... } ss.

Be it remembered, that on this day came before me (insert title of officer) A. B., and C. D., his wife, to me well known personally (or proved by two credible witnesses) to be the persons whose names are subscribed to the foregoing deed, and the said A. B. acknowledged that he had executed the said deed for the consideration and purposes therein mentioned and set forth; and the said C. D., being by me first made acquainted with the contents of the foregoing instrument, acknowledged, in an examination apart from her husband, that she executed the same freely and without compulsion or undue influence of her said husband.

Witness my hand and seal of office on this.....day of.....  
 A. D. 18..

[Seal.]

[Signature and title of officer.]

## 2. PROOF BY SUBSCRIBING WITNESS.

STATE OF..... }  
 County of..... } ss.

Be it remembered, that on this day before me (insert title or officer) came C. D., to me well known personally (or proved by two credible witnesses), who being by me first duly sworn, stated on oath that he saw A. B., the grantor to said deed, subscribe and seal the same on the day of its date, as his act and deed (or that the said grantor, A. B., acknowledged in his presence that he had subscribed, sealed and executed said deed), for the uses, purposes and considerations therein expressed, and that he, the said C. D., and E. F., the other subscribing witness, subscribed the same as attesting witnesses at the request of said grantor.

Witness my hand and seal of office on this.....day of.....  
 A. D. 18....

[Seal.]

[Signature and title of officer.]

CALIFORNIA.

1. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... }  
County of..... } ss.

I hereby certify that on this.....day of.....18.... before me (name and title of officer) personally appeared the within A. B., and C. D., his wife, personally known to me to be the individuals described in and who executed the annexed instrument as parties thereto, and acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned.\* And the said C. D., wife of the said A. B., having been by me first made acquainted with the contents of the said instrument, acknowledged to me on examination, apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in the said county, the day and year in this certificate first above written.

[L. s.]

[Signature and title of officer.]

Where the wife does not join in the deed omit all after the \*

2. PROOF BY SUBSCRIBING WITNESS.

STATE OF..... }  
County of..... } ss.

I hereby certify that on the.....day of.... A. D. 18.... before me (name and title of officer) personally appeared E. F., who is a competent and credible witness, and personally known to me to be the same person whose name is subscribed to the annexed instrument as a witness thereto, who being by me duly sworn, deposed and said that he resides at.....in the county of..... State of.....; that he was present and saw A. B., known to him to be the same person described in and who executed the annexed instrument as a party thereto, sign, seal and deliver the same; and that the said A. B. acknowledged in the presence of deponent that he executed the same freely and voluntarily and for



the uses and purposes therein mentioned, and that he, the deponent, thereupon signed his name as a subscribing witness thereto.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

[Seal.]

[Signature and title of officer.]

When the grantor or a subscribing witness is not personally known to the officer, the certificate should contain, in the place of "personally known," &c., the following clause: "satisfactorily proved to me to be the person described in and who executed the within instrument (or "subscribed to the within instrument") as a party thereto (or "as a witness thereto") by the oath of G. H., a competent and credible witness, for that purpose by me duly sworn, and the said A. B., &c."

CONNECTICUT.

ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
County of..... } ss.

Personally appeared A. B., the signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me. In testimony whereof, I have hereunto set my hand and affixed my official seal at.....in said county, this..... day of.....A. D. 18....

[Seal.]

[Signature and title of officer.]

DELAWARE.

1. ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
County of..... } ss.

Be it remembered, that on this.....day of.....A. D. 18....personally came before me (insert title of officer) A. B.,\* party to the foregoing indenture (or instrument of writing), known to me personally to be such, and acknowledged said indenture to be his deed.

Given under my hand and seal of office, the day and year aforesaid.

[Seal.]

[Signature and title of officer.]

2. BY GRANTOR AND WIFE.

[As above to the\*] and C. D., his wife, parties to the foregoing indenture, known to me personally to be such, and severally acknowledged the said indenture to be their deed. And the said C. D., being at the same time privately examined by me apart from her husband, acknowledged that she executed said indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

Given under my hand and seal of office, the day and year aforesaid.

[Seal.]

[Signature and title of officer.]

3. BY A CORPORATION.

[As in Form 1 to the\*] the president (or other presiding officer or legally constituted attorney) of the (name of corporation or bank), to me personally known, and who, being duly sworn, deposes and says that he resides at.....in said county; that he is president (or other officer) of the (name of corporation); that the seal affixed to the within instrument is the corporate seal of said corporation (or bank), and was affixed to said indenture by order of said directors, for the uses therein expressed, and that he by like order did affix his name thereto as president of said corporation (or bank).

Given under, &c. [as in Form 1].

DISTRICT OF COLUMBIA.

Forms 1 and 2 for the State of Delaware, next preceding, will apply in this District.

FLORIDA.

1. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... } ss.  
County of..... }

Be it remembered, that on this.....day of.....18.... before me (insert name and title of officer or judge), at.....in said county, and within my official jurisdiction, personally appeared A. B., and C. D., wife of the said A. B., to me known to be the

persons who executed the foregoing and annexed deed, by them sealed and subscribed, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned. And the said C. D., being privately examined by me separate and apart from her husband, acknowledged that the said deed (or relinquishment and renunciation of dower) and the said acknowledgment have been freely and voluntarily made, without any constraint, compulsion, apprehension, or fear of or from her husband, the said A. B.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Seal.]

[Signature and title of officer.]

## 2. PROOF BY SUBSCRIBING WITNESS.

STATE OF..... }  
*County of*..... } ss.

Be it remembered, that on this.....day of.....A. D. 18....before me (title of officer) personally appeared E. F., whose name is affixed as a subscribing witness to the foregoing and annexed deed between A. B. and C. D. his wife, and O. P., who, being duly sworn, deposes and says that the said A. B. and C. D. his wife duly signed, sealed and delivered the foregoing deed to the said O. P. as their act and deed, in the presence of him, the said E. F., and also in the presence of G. H., the other subscribing witness to said deed, who then, at the request of the said A. B., duly signed and attested the same in the presence of the deponent and of the said A. B., the grantor.

In witness whereof, I have hereunto set my hand and affixed my seal the day and year first above written.

[Seal.]

[Signature and title of officer.]

If the acknowledgment or proof is taken by the judge of a court of record, there should be attached thereto the following certificate of the clerk of such court:

STATE OF..... }  
*County of*..... } ss.

I, M. N., clerk of the court of.....at.....do hereby certify that the person whose name is subscribed to the foregoing certificate of acknowledgment was at the date thereof the president judge (or according to the style of such officer) of said court.

duly appointed and acting as such, and that I verily believe his signature thereto is genuine.

Witness my hand and the seal of said court, this.....day of .....18....

[Seal.]

[Signature and title of officer.]

When the grantor or subscribing witness is unknown to the officer, the above forms may be amended in the manner set forth in the form of acknowledgments for the State of California, *supra*.

GEORGIA.

1. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... }  
County of..... } ss.

I hereby certify that on this.....day of.....A. D. 18.... before me (insert title of officer) personally came A. B., and C. D., his wife, to me personally known to be the individuals named in and who executed the foregoing instrument, and severally acknowledged the same to be their free act and deed for the purposes therein named and mentioned, and the said C. D., being duly examined by me separately and apart from her said husband, did declare that she did freely and voluntarily, and without any compulsion from her said husband, sign, seal and deliver the said deed for the purposes therein mentioned, with intention thereby to renounce, give up and forever quit-claim her right of dower and thirds, and all her other interests of, in and to the lands and tenements therein mentioned and conveyed.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[Seal.]

[Signature and title of officer.]

2. PROOF BY SUBSCRIBING WITNESS.

STATE OF..... }  
County of..... } ss.

Before me (insert name and style of officer) personally came E. F., to me known to be the individual whose signature is affixed to the foregoing deed as one of the witnesses thereto, who, being sworn, says that he was present at the time when said deed was executed; that he saw the same signed, sealed and delivered by

A. B., whose signature is thereto annexed as grantor; that G. H., the other subscribing witness thereto, was likewise present at said time and witnessed the execution of said deed, and that he the said E. F., and the said G. H., then and there signed the same as attesting witnesses.

[Signature of witness.]

Sworn and subscribed to before me this.....day of.....  
18....

Given under my hand and official seal this.....day of.....  
18....

[Seal.]

[Signature and title of officer.]

## ILLINOIS.

### 1. ACKNOWLEDGMENT BY GRANTORS.

STATE OF..... }  
County of..... } ss.

I (here give name of officer and his official title) do hereby certify that \* (name of grantor, and if acknowledged by wife, her name, and add "his wife"), personally known to me to be the same person (or persons) whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she or they) signed, sealed and delivered the said instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead under the laws of the State of Illinois.

Given under my hand and (private or official) seal this (day of the month) day of (month), A. D. (year).

[Seal.]

[Signature of officer.]

### 2. PROOF BY SUBSCRIBING WITNESS.

[As in Form 1 to the \*] E. F., personally known to me to be a subscribing witness to the foregoing deed, appeared before me this day in person, and after being duly sworn according to law, did depose and say that A. B., whose name appears subscribed to said deed, is the real person who executed the same, and that he the said E. F. subscribed his name as a witness thereto in the presence of and at the request of the said A. B., which is sufficient evidence to me of the execution of said deed.

Given, &c., as above.

Where the parties are unknown to the officer taking the acknowledgment, instead of saying, "who are personally known to me to be the persons whose names are subscribed to the foregoing instrument," insert "who were proved to me, on the oath of A. B., a credible witness, to be the persons whose names are subscribed to the foregoing instrument," etc.

3. PROOF WHERE NEITHER THE GRANTOR OR SUBSCRIBING WITNESS CAN BE PRODUCED.

[As in Form 1 to the \*] G. H., a competent and credible witness, personally appeared before me this day, who, being duly sworn according to law, did depose and say that he personally knew the handwriting of A. B., the grantor in, and of E. F., the subscribing witness to the foregoing deed, and that he well knew the signature of each of them, having frequently seen them write (or such other means of knowledge as the witness may have), and that he believes the names of such grantor and the subscribing witness to the deed aforesaid were thereto subscribed by the said A. B., the grantor, and E. F., the subscribing witness, respectively, which to me affords sufficient evidence of the due execution of said deed.

Given, &c., as in Form 1.

The acknowledgment or proof may be taken either according to the above forms or those allowed in the State where taken, but in the latter case a certificate by the clerk of a court of record must be attached, showing that the acknowledgment is taken according to the laws of such State.

INDIANA.

1. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... }  
County of..... }

I hereby certify that on this.....day of.....18.... before me (name and title of officer) personally appeared \*A. B., and C. D., his wife, the grantors in the foregoing instrument, and severally acknowledged the execution of the same.

Witness my hand and seal this day and year last above mentioned.

[Seal.]

[Signature and title of officer.]

## 2. PROOF BY SUBSCRIBING WITNESS.

[As above to the \*.] E. F., the subscribing witness to the execution of the within instrument, of lawful age, who, being by me duly sworn, upon his oath did depose and say, that on the..... day of..... A. D. 18.... he saw the within named grantors, A. B. and C. D. sign, seal and deliver the within deed as their act and deed; that this deponent at the same time signed his name as a witness of the execution of said deed, at the request and in the presence of said grantors, which grantors were at the time over the age of twenty-one years, and of sound mind and memory, and laboring under no disability, so far as deponent knows.

Witness, &c., as above.

## IOWA.

## 1. ACKNOWLEDGMENT BY HUSBAND AND WIFE.

STATE OF..... }  
County of..... } ss.

Be it remembered, that on this..... day of..... A. D. 18.... \* before me (insert name and title of officer) personally appeared A. B., and C. D. his wife, who are personally known to me to be the identical persons whose names are affixed to the foregoing deed as grantors, and they severally acknowledged the same to be their voluntary act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[Seal.]

[Signature and title of officer.]

Where the grantor is not known to the officer, instead of "who are personally known," etc., insert "who was proven to me satisfactorily to be the identical person described in and who executed the within instrument, by the oath of O. P., who, being by me duly sworn, did depose and say that he resided in..... in the county of.....; that he was acquainted with the said A. B., and that he knew him to be the same person described in and who executed the within instrument, and thereupon he acknowledges," etc.

2. PROOF BY SUBSCRIBING WITNESS.

[As in Form 1 to the \*] it was satisfactorily proved by the oath of E. F., personally known to me to be a credible and disinterested witness and to be the person whose name is subscribed to the foregoing instrument as a witness thereto, that A. B., now absent (state reason of absence), was (or is) personally known to him to be the identical person whose name is affixed to the foregoing deed as grantor, and that the same was executed by the said A. B., whose name is thereunto subscribed as a party, in the presence of said E. F., who subscribed his name to such instrument as a witness thereof at the date therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[Seal.]

[Signature and title of officer.]

KANSAS.

The forms given for the State of Iowa, last above set forth, will apply to acknowledgments in this State.

KENTUCKY.

ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... }  
County of..... } ss.

I (name and style of officer) do certify that this instrument of writing from A. B., and wife C. D., was this day produced to me by the parties, which instrument was acknowledged by the said A. B. to be his act and deed; and the contents and effects of the instrument being explained to the said C. D. by me, separately and apart from her husband, she thereupon declared that she did freely and voluntarily execute and deliver the same, to be her act and deed, and consented that the same might be recorded.

Given under my hand and seal of office this.....day of.. .... 18....

[Seal.]

[Signature and title of officer.]



## LOUISIANA.

## ACKNOWLEDGMENT BY HUSBAND AND WIFE.

STATE OF..... } ss.  
 County of..... }

Be it remembered, that on this day came before me (name and style of officer) A. B., and C. D. his wife, to me known personally (or proved such by two credible witnesses) to be the persons whose names are subscribed to the foregoing deed, and the said A. B. acknowledged that he had executed the said conveyance (or other instrument), for the consideration and purposes therein mentioned and set forth; and the said C. D., being by me first made acquainted with the contents of said instrument, in an examination apart from her husband, and fully advised of the nature of her rights upon his property, acknowledged that she executed the same freely and without compulsion or undue influence of her said husband.

Witness my hand and seal of office on this.....day of.....  
 18.....

[Seal.]

[Signature and title of officer.]

## MAINE.

## 1. ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... } ss.  
 County of..... }

On this.....day of.....A. D. 18.....personally appeared the above named\* A. B., and acknowledged the above instrument to be his free act and deed, before me.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[Seal.]

[Signature and title of officer.]

The acknowledgment by one of several grantors is sufficient for all.

2. PROOF BY SUBSCRIBING WITNESS.

STATE OF..... }  
County of..... } ss.

On the.....day of.....A. D. 18....at the request of M. N., the grantee in foregoing deed, I caused A. B., the grantor, being a resident of said county, to be legally summoned to appear before me, on the.....day of.....A. D. 18....(being at least seven days from the service of said summons), to hear the testimony of E. F. and G. H., the subscribing witnesses to said deed; said summons contained the date of said deed, the names of the parties thereto, and all the subscribing witnesses; and on said.....day of.....A. D. 18....said witnesses appeared and testified, and the said grantor was (or was not) present; and by the testimony of said witnesses it was proved to my entire satisfaction that the foregoing deed was duly executed by said A. B., the grantor.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

[Seal.]

[Signature and title of officer.]

Where the acknowledgment of a corporation is taken, the certificate of the officer should be changed by inserting from the \* in Form 1, the following: "A. B., president, C. D. and E. F., directors of (name of corporation), and severally acknowledged the above instrument to be the free act and deed of said corporation, before me. In testimony whereof," etc., as in Form 1.

MARYLAND.

ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
County of..... } ss.

I hereby certify that on this.....day of.....A. D. 18....before the subscriber personally appeared A. B., and acknowledged the foregoing deed to be his act.

In testimony whereof, I have hereunto set my hand and affixed my official seal this.....day of.....A. D. 18....

[Seal.]

[Signature and title of officer.]

The wife need not be "separately examined," the certificate being the same as in a joint deed executed by two single persons, except that the words "his wife" should be entered after her name.

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### MASSACHUSETTS.

#### ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
 County of..... } ss.

I (name and title of officer) do certify that on the.....day of.....A. D. 18....the above named (name of person) personally appeared before me, at.....in the county and State aforesaid, and acknowledged the foregoing instrument, by him signed, to be his free act and deed.

In witness whereof, I have hereto set my hand and affixed my official seal at.....in the county of.....and.....this .....day of.....A. D. 18.....

[Seal.]

[Signature and title of officer.]

One of several grantors may acknowledge, as above, for all. The separate examination of the wife is not necessary. Proof by subscribing witnesses is not allowed to be taken except where the grantor is dead or has left the State, and it must in either case be taken by a court within the State, or a commissioner for Massachusetts in the State where taken; the form of proof in such a case is practically the same as in the State of Maine, *supra*.

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### MICHIGAN.

#### 1. ACKNOWLEDGMENT BY HUSBAND AND WIFE.

STATE OF..... }  
 County of..... } ss.

Be it remembered, that on this.....day of.....in the year one thousand eight hundred and.....before me (name and style of officer) personally appeared \* A. B., and C. D. his wife, and acknowledged that they had severally executed the within instrument for the uses and purposes therein mentioned; and the said C. D., on a private examination, apart from her husband,

acknowledged that she executed the within instrument freely, and without fear or compulsion from any one; and I further certify, that the persons who made the said acknowledgment are known to me to be the individuals described in and who executed the within instrument.

[Seal.]

[Signature and title of officer.]

It seems that it is not necessary, where the instrument is executed by non-residents and the acknowledgment is taken out of the State, for the wife to be "separately examined," but it may be safer to follow the above form in such cases also.

2. ACKNOWLEDGMENT BY A CORPORATION.

[As in Form 1 to \*] A. B., known to me to be the president of the company (or corporation) known as (name of company), and C. D., known to me to be the secretary thereof, and they severally acknowledged the execution of the foregoing (or within) instrument to be the free act and deed of said company (or corporation). And I certify further that I know the seal affixed to said instrument to be the corporate seal of the said company.

Witness, etc., as in Form 1.

Acknowledgments executed according to the laws of the State where taken are valid, but a certificate of the clerk of a court should be attached as to the validity thereof according to the laws of such State. Two witnesses are necessary in all cases.

MINNESOTA.

ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
County of..... } ss.

On this.....day of.....A. D. 18....before me, the undersigned (title of officer), personally appeared A. B., known to me to be the same person who executed the within instrument (or the instrument to which this is annexed), and acknowledged the same to be his (or her) own free act and deed for the purposes therein specified.

Witness my hand and official seal the day and year aforesaid.

[Seal.]

[Signature and title.]

Deeds executed out of the State may be acknowledged as above, or according to the laws of the place where made. A married woman need not be examined separate and apart from her husband. Two witnesses are necessary.

### MISSISSIPPI.

#### ACKNOWLEDGMENT BY HUSBAND AND WIFE.

STATE OF..... }  
 County of..... } ss.

On this.....day of.....A. D. 18.....personally appeared before me (title of officer) the within named A. B., and C. D. his wife, who severally acknowledged that they signed, sealed and delivered the foregoing deed (or instrument) as their voluntary act and deed. And the within named C. D., wife of the said A. B., on a private examination, apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing deed (or other instrument) as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband, on the day and year therein mentioned.

Given under my hand this day and year last above mentioned.

[Seal.]

[Signature and title of officer.]

#### PROOF BY SUBSCRIBING WITNESS.

STATE OF..... }  
 County of..... } ss.

On the.....day of.....18.....personally appeared before me (title of officer) the within E. F., one of the subscribing witnesses to the foregoing deed (or other instrument), who, being first duly sworn, deposed and saith that he saw the within named A. B., whose name is subscribed thereto, sign, seal and deliver the same to the said M. N.; that he, this deponent, subscribed his name as a witness thereto, in the presence of the said A. B., the grantor, and that he saw the other subscribing witnesses sign the same in the presence of the said A. B., and that the witnesses signed in the presence of each other, on the day and year therein named.

Given under my hand this day and year last above mentioned.

[Seal.]

[Signature and title of officer.]

The certificate of acknowledgment must be *indorsed upon*, not *attached to*, the instrument.

MISSOURI.

1. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... } ss.  
County of..... }

Personally appeared before me (title of officer) this day \* A. B., and C. D. his wife, who are personally known to me (or who are proven before me, by the oaths of M. N., residing at..... county of..... State of..... and O. P., residing at..... in the county of..... in said State, two good and credible witnesses) to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and severally acknowledged the same to be their act and deed for the purposes therein mentioned.

And the said C. D., being by me first made acquainted with the contents of said instrument, upon an examination separate and apart from her said husband, acknowledged that she executed the same freely and without compulsion or undue influence of her said husband.

Given under my hand and seal this..... day of..... 18.....

[Seal.]

[Signature and title of officer.]

Where the wife signs the instrument for the purpose of relinquishing her right of dower, insert after the words "she executed the same" the clause, "and relinquished her dower in the real estate therein mentioned." Then conclude as before.

2. PROOF BY A SUBSCRIBING WITNESS.

(As in Form 1 to the \*], E. F., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as a witness to the same (or proved to me by the testimony on oath of..... residing at..... State of..... and..... residing at....., two good and credible witnesses to be, etc.), and, being by me first duly sworn, saith that he was present and saw A. B., who is named in

said deed as a party thereto, and whose name is thereto subscribed, execute the same, and heard him acknowledge the same to be his act and deed for the purposes therein mentioned; and that thereupon he, the said E. F., subscribed his name to said instrument as a witness thereof.

Given under, etc. (as in Form 1.)

3. ACKNOWLEDGMENT BY POWER OF ATTORNEY.

[As in Form 1 to \*] G. H., who is personally known to me to be the person who subscribed the name of A. B. to the within instrument as the grantor therein, as attorney in fact of the said A. B., and acknowledged the said instrument as the act and deed of the said A. B. for the purposes therein mentioned.

Given, etc. (as in Form 1.)

NEBRASKA.

1. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... }  
County of..... } ss.

On this.....day of.....A. D. 18....before me (name and title of officer) personally appeared A. B., and C. D. his wife, to me personally known (or by the oaths of one or more witnesses, whose names are hereto subscribed, satisfactorily proved) to be the identical persons described in, and whose names are affixed to, the foregoing conveyance as grantors, and they severally acknowledged the same to be their voluntary act and deed.

In testimony whereof, I have hereunto set my hand and seal, at.....in said county, the day and year last above written.

[Seal.]

[Signature and title.]

2. PROOF BY SUBSCRIBING WITNESS.

STATE OF..... }  
County of..... } ss.

On this.....day of.....A. D. 18....it satisfactorily appearing to me that the attendance of the said A. B.; the grantor in the foregoing conveyance, cannot be procured in order to make acknowledgment thereof (or that the said A. B., the grantor, etc., is dead, or having executed and delivered the fore-

going conveyance, refuses to make acknowledgment thereof), before me (name and title of officer) personally appeared E. F., to me personally known (or by the oaths of [one or more] witnesses, whose names are hereto subscribed, to me satisfactorily proved) to be the identical person whose name is subscribed to the foregoing conveyance as attesting witness, who, being first duly sworn, on his oath says that his place of residence is at.....in the county of.....and State of.....; that he set his name to the foregoing conveyance as a witness; that he knew A. B., the grantor in said conveyance, and that he knew him to be the identical person described therein, and who executed the same, and saw him sign (or heard him acknowledge that he had signed) the same.

In testimony whereof, I have hereunto set my hand and seal, at.....in said county, the day and year last above written.

[Seal.]

[Signature and title of officer.]

In lieu of the above forms, the officer may execute the certificate of acknowledgment according to the forms prescribed for the acknowledgement of deeds in the State where executed.

NEVADA.

1. ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
 County of..... } ss.

On this.....day of.....18....personally appeared before me (title of officer)\* A. B., known to me (or satisfactorily proved to me, by the oath of M. N., a competent and credible witness, for that purpose by me duly sworn) to be the person described and who executed the within instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

Given under my hand (and official seal), this day and year last above mentioned.

[Seal.]

[Signature and title.]

The acknowledgment of the wife must be taken separate and apart from her husband. The certificate may be drawn up as follows:



## 2. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

[As in No. 1 to \*] A. B., and C. D. his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the individuals described in and who executed the said annexed instrument as parties thereto, who each acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said C. D., wife of the said A. B., having been by me first made acquainted with the contents of said instrument, acknowledged to me on examination, apart and without the hearing of her said husband, that she executed the same freely and voluntarily, without fear or compulsion or undue influence of her said husband, and that she does not wish to retract the execution of the same.

Given, etc. (as in No. 1.)

## NEW HAMPSHIRE.

See *Laws of New Hampshire*.

## NEW JERSEY.

## 1. ACKNOWLEDGMENT BY GRANTOR.

On this.....day of.....A. D. 18....before me (title of officer) personally appeared \* A. B., known to me to be the individual described in and who executed the foregoing deed (mortgage or instrument), and, the contents thereof being first made known to him by me, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand and official seal, at.....in the county and State aforesaid, this.....day of.....A. D. 18.....

[Seal.]

[Signature and title of officer.]

## 2. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

[As in Form 1 to \*] A. B., and C. D. his wife, both known to me to be the individuals described in and who have executed the within deed (or instrument), and the contents thereof being by me first made known to them, they severally acknowledged to me that

they had signed, sealed and delivered the said deed as their voluntary act and deed. And the said C. D., on a private examination by me, separate and apart from her husband, further acknowledged to me that she signed, sealed and delivered the said deed (or instrument) freely, and without any fears, threats or compulsion from her said husband.

In witness whereof, I have hereunto set my hand and official seal, at.....in the county and State aforesaid, this..... day of.....one thousand eight hundred and.....

[Seal.]

[Signature and title.]

3. PROOF BY A SUBSCRIBING WITNESS.

[As in No. 1 to \*] E. F., with whom I am personally acquainted (or whose identity was proven to me by the oath of N. M., to me personally known, who resides at.....), and whom I know to be the subscribing witness to the execution of the foregoing deed (or instrument), and who, being duly sworn by me, did depose and say that he resided in .....in the county of.....and State of.....that he knew A. B., the person described in and who executed the said foregoing deed (or instrument); that he saw the said A. B. sign, seal and deliver the same as his voluntary act and deed, and that the said A. B. acknowledged to him (the deponent) that he executed the same; and that he, the said E. F., thereupon became the subscribing witness to the execution of said deed (or instrument), which is to me satisfactory evidence of the due execution of said deed (or instrument).

In witness, etc. (as in Form 1).

NEW YORK.

1. ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
County of..... } ss.

On this.....day of.....18....before me personally appeared \* A. B., to me known to be the individual described in and who executed the foregoing deed (mortgage or instrument), and acknowledged that he executed the same for the uses and purposes therein mentioned.

[Signature and title.]

## APPENDIX.

## 2. BY GRANTOR AND WIFE.

STATE OF..... }  
 County of..... } ss.

On this.....day of.....18... personally came before me A. B., and C. D. his wife, to me personally known to be the same persons described in and who executed the foregoing conveyance, and severally acknowledged that they had executed the same; and the said C. D., on a private examination by me, separate and apart from her said husband, acknowledged that she had executed the same freely and without any fear or compulsion of her husband.

## 3. BY THE SAME, WHEN NON-RESIDENTS OF THIS STATE.

[As in Form 1 to \*] A. B., and C. D. his wife, who reside at .....county of.....State of.....and who are personally known to me to be the persons described in and who executed the within conveyance, and severally acknowledged that they executed the same for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year last above mentioned.

[Seal.]

[Signature and title of officer.]

## 4. BY EXECUTOR, TRUSTEE OR ASSIGNEE IN BANKRUPTCY.

[As in Form 1 to \*] G. H., the executor of the last will and testament (or trustee of the estate or assignee in bankruptcy of the estate) of A. B., to me known to be the individual described in and who executed the foregoing deed (mortgage or instrument), and acknowledged that he executed the same, as such executor (trustee or assignee), as aforesaid, for the uses and purposes therein mentioned.

[Signature and title.]

## 5. PROOF BY SUBSCRIBING WITNESS.

[As in Form 1 to \*] E. F., the subscribing witness within named, to me personally known, who, being by me duly sworn, deposes and says that he resides in said county and State, that he knows A. B., the grantor within named, and knows him to be the same person described in and who executed the within conveyance, that he was present and saw him execute and deliver the same, and that he

thereupon subscribed his name at a witness, at the request of said A. B.

Witness my hand and seal of office, on this.....day of.... 18.....

[Seal.]

[Signature and title.]

6. PROOF BY A CORPORATION.

[As in Form 1 to \*] C. D., the president of the (name of corporation), with whom I am personally acquainted, who, being by me duly sworn, said that he resided in the.....of.....county and State aforesaid; that he was president of the (name of corporation); that he knew the corporation seal of said corporation (or bank); that the seal affixed to the foregoing instrument was such corporate seal; that it was affixed by the order of the board of directors of said corporation (or bank), and that he signed his name thereto by the like order as president thereof.

In witness, etc. (as in Form 3).

NORTH CAROLINA.

1. ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... } ss.  
County of..... }

On this.....day of.....18...before me (name and title of officer) personally appeared \*A. B., the grantor named in the foregoing deed of conveyance (or other instrument), and acknowledged that he executed the same for the uses and purposes therein expressed.

[Seal.]

[Signature and title.]

2. BY GRANTOR AND WIFE.

[As in Form 1 to \*], A. B., and C. D. his wife, grantors named in the foregoing deed of conveyance (or other instrument), and the said deed being also produced and exhibited before me, the said A. B. and C. D. acknowledged the execution thereof by them as their act and deed for the purposes therein expressed; and the said C. D. being by me examined, separate and apart from her said husband, touching her free consent in the execution of said deed of conveyance, in her examination declared to me that she executed the same freely, voluntarily and without compulsion or restraint

upon the part of her said husband, or any other person whatsoever, and did still voluntarily assent thereto.

In witness whereof, I have set my hand and affixed my official seal, this.....day of.....A. D. 18....

[Seal.]

[Signature and title.]

Where the acknowledgment is taken in any other State or Territory by any person other than a commissioner for this State, the Governor thereof must certify as to the judge taking the same, in manner following :

STATE OF..... }  
County of..... } ss.

I, M. N., Governor of the State (or Territory) of.....hereby certify that Hon. (name of judge), before whom the acknowledgment in the foregoing attestation was taken, was, at the time of the taking of the same, a judge of the.....court of this State, which is a court of superior jurisdiction within the said State.

In witness whereof, I have hereunto set my name and affixed the seal of this State, on this.....day of.....A. D. 18...

[Seal.]

[Name.]

3. PROOF BY SUBSCRIBING WITNESS.

[As in Form 1 to \*] E. F., the subscribing witness to the foregoing deed, to me personally known, who on oath duly proves the execution thereof, for the purposes therein expressed.

In witness whereof, I have hereto set my hand and affixed my official seal, the day and year above mentioned.

[Seal.]

[Signature and title.]

It is preferable, on account of the peculiar laws of this State in reference to acknowledgments, to have the acknowledgment or proof of instruments taken before a commissioner of this State, especially where the acknowledgment of a married woman is to be taken.

OHIO.

1. ACKNOWLEDGMENT BY GRANTOR.

On this.....day of.....A. D. 18...before me (name and title of officer) personally appeared \*A. B., and acknowledged the signing and sealing of the foregoing instrument to be his voluntary act and deed.

In witness whereof, I have hereunto set my hand (and seal) this day and year last above mentioned.

[Seal.]

[Signature and title.]

2. BY GRANTOR AND WIFE.

[As in Form 1 to \*] A. B., and C. D. his wife, and severally acknowledged the execution of the foregoing instrument to be their voluntary act and deed for the uses and purposes expressed. And the said C. D., wife of the said A. B., being examined by me separate and apart from her said husband, and the contents of said instrument made known and explained to her by me, declared that she did voluntarily sign, seal and acknowledge the same, and that she was still satisfied therewith.

In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

[Seal.]

[Signature and title.]

OREGON.

ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... }  
County of..... } ss.

On this.....day of.....A. D. 18....personally came before me (insert title of officer) the within named A. B., and C. D. his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and acknowledged to me that they executed the same freely for the uses and purposes therein named. And the said C. D., on examination, separate and apart from her said husband, acknowledged to me that she executed the same freely and without any fear or compulsion from any one.

Witness my hand and seal, this.....day of.....A. D. 18...

[Seal.]

[Signature and title.]

## PENNSYLVANIA.

## 1. ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
 County of..... } ss.

Be it remembered, that on this.....day of.....A. D. 18... before me (insert name and style of officer) personally appeared the above named \*A. B., and in due form acknowledged the above indenture to be his free act and deed, to the end that the same might be recorded as such.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.

[Seal.]

[Signature and title.]

## 2. BY GRANTOR AND WIFE.

[As above to the \*] A. B., and C. D. his wife, and acknowledged the above indenture to be their act and deed, to the end that the same might be recorded as such. The said C. D. being of full age, and by me examined separate and apart from her said husband, and the contents of the foregoing indenture being first made fully known to her, declared that she did voluntarily, and of her own free will and accord, seal, and as her act and deed deliver, the same, without any coercion or compulsion of her said husband.

In testimony, etc. (as above).

## 3. PROOF BY SUBSCRIBING WITNESS.

[As in Form 1 to the \*] E. F., one of the subscribing witnesses to the execution of the above indenture, who, being duly sworn according to law, doth depose and say that he did see A. B., the grantor above named, sign and seal, and as his act and deed deliver, the above indenture (deed or conveyance) for the uses and purposes therein mentioned, and that he did also see G. H. subscribe his name thereunto, as the other witness of such sealing and delivery, and that the name of this deponent thereunto set and subscribed as a witness is of this deponent's own proper handwriting.

Sworn to, and subscribed before me, the day and year aforesaid.

In testimony whereof, etc.

RHODE ISLAND

ACKNOWLEDGMENT BY HUSBAND AND WIFE.

STATE OF..... } ss.  
 County of..... }

Be it remembered, that on this..... day of..... A. D. 18... before me (title of officer) personally appeared A. B., and C. D. his wife, and severally acknowledged the foregoing instrument by them signed to be their free and voluntary act and deed; and the said C. D., being by me examined privily and apart from her said husband, and having said instrument shown and explained to her by me, declared to me that it is her free, voluntary act and deed, and that she does not wish to retract the same.

In witness whereof, I have set my hand and seal at..... the day and year last above written.

The above form should be used where the title to the property came through the wife. No separate acknowledgment is required to release her right of dower in the property of her husband.

SOUTH CAROLINA.

1. ACKNOWLEDGMENT BY GRANTOR.

On this..... day of..... 18..... before me (title of officer) personally appeared \* A. B., the grantor in the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the uses and purposes therein mentioned.

Given under my hand (and official seal) this day and year last above written.

[Seal.]

[Signature and title of officer.]

2. RELEASE OF DOWER BY THE WIFE.

[As above to \*] C. D., the wife of the within named A. B., and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish, unto the within named G. H., his heirs and assigns, all her interest and estate, and also all her right



and claim of dower, of, in or to and singular the premises within mentioned and released.

[Signature of wife.]

Given under my hand and seal this.....day of.....  
A. D. 18....

[Seal.]

[Signature and title of officer.]

## TENNESSEE.

### 1. ACKNOWLEDGMENT BY HUSBAND AND WIFE.

STATE OF..... }  
County of..... } *ss.*

Be it remembered, that on this.....day of.....A. D. 18.....before me (name and style of officer) personally appeared \* A. B., and C. D. his wife, the bargainors in the within deed (or other instrument), with each of whom I am personally acquainted, and who acknowledged that they executed the within deed (or other instrument), for the purposes therein contained. And C. D., wife of the said A. B., having been by me examined privately and apart from her husband, acknowledged the execution of said deed (or other instrument) to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

In witness whereof, I have hereunto set my hand and seal at .....the day and year above mentioned.

[Seal.]

[Signature and title.]

The above form applies in the conveyance of the wife's real estate. She need not be joined in a deed of the husband's property, not having a dower interest therein during his life.

### 2. PROOF BY SUBSCRIBING WITNESSES.

[As in Form 1 to \*] E. F. and G. H., subscribing witnesses to the within deed, who, being first sworn, deposed and said that they are acquainted with A. B. and C. D., the bargainors, and that they signed (or acknowledged, as the case may be) the same in their presence as their act and deed, upon the day it bears date (or stating the time as proved by the witnesses).

In witness whereof, etc. (as in Form 1).

Proof by subscribing witnesses will not take the place of the wife's acknowledgment in the sale of her separate real estate.

TEXAS.

1. ACKNOWLEDGMENT BY GRANTOR AND WIFE.

STATE OF..... } ss.  
County of..... }

I (name and title of officer) do hereby certify that A. B. this day personally came before me and acknowledged that he signed, sealed and delivered the annexed instrument of writing, bearing date on the.....day of.....A. D. 18.....as his voluntary act and deed, for the consideration, uses and purposes therein mentioned; \* and at the same time and place also personally appeared C. D. the wife of said A. B., and said C. D. having been examined by me, privily and apart from her husband, and having the said deed fully explained to her, she, the said C. D., acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed and delivered the same, and that she wished not to retract it.

In testimony whereof, I have hereunto set my hand and affixed my official seal this.....day of.....A. D. 18....

[Seal.]

[Signature and title.]

If executed by grantor alone, omit all after \*.

2. PROOF BY SUBSCRIBING WITNESS.

STATE OF..... } ss.  
County of..... }

I (name and title of officer) do hereby certify that this day E. F. personally appeared before me, and, being duly sworn, saith that A. B., whose signature appears to the annexed instrument of writing, acknowledged the same to be his act and deed (or that he saw A. B., the grantor in the foregoing instrument, subscribe the same), for the consideration and purposes therein expressed, and that he with G. H. (the other witness) subscribed their names as witnesses thereto, at the request of said A. B.

In testimony whereof, I have hereunto set my hand and affixed my official seal this.....day of.....A. D. 18....

[Seal.]

[Signature and title.]

Only one witness is required in the above case, and none are necessary when the instrument is duly acknowledged by the grantor.

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VERMONT.

FORM OF ACKNOWLEDGMENT.

STATE OF..... }  
 County of..... } ss.

I (name and title of officer) do certify that at.....in the county of.....and State of.....on this.....day of .....in the year of our Lord one thousand eight hundred and .....personally appeared the aforesaid A. B., and C. D. his wife, who are known to me to be the persons who executed the foregoing deed (or instrument) and acknowledged the same to be their free act and deed.

In witness whereof, I have hereunto set my hand and official seal, at.....aforesaid, this.....day of.....one thousand eight hundred and.....

[Seal.]

[Signature and title.]

Any form of acknowledgment, valid where executed, may be used in lieu of the above, if desired.

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VIRGINIA AND WEST VIRGINIA.

1. ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
 County of..... } ss.

I (name and title of officer) certify that A. B., whose name is signed to the writing above, bearing date on the.....day of .....A. D. 18...has this day acknowledged the same before me.\*

Given under my hand this.....day of.....A. D. 18...

[Seal.]

[Signature and title.]

2. BY GRANTOR AND WIFE.

[As above to \*] And I further certify that C. D., wife of A. B., whose names are signed to the writing aforesaid, personally appeared

before me, in my county aforesaid, and being examined by me, privately and apart from her husband, and having the said writing fully explained to her, she, the said C. D., aeknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retraet it.

Given under my hand, etc. (as above).

WISCONSIN.

1. ACKNOWLEDGMENT BY GRANTOR.

STATE OF..... }  
County of..... } ss.

Be it remembered, that on this.....day of.....18.... before me (name and title of officer) personally appeared \* the within named A. B. (and C. D. his wife), to me known to be the same person (or persons) described in and who executed the foregoing instrument, and aeknowledged that he (or they) executed the same as his (or their) free act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this day and year last above mentioned.

[Seal if any.]

[Signature and title.]

2. PROOF BY SUBSCRIBING WITNESS.

[As in Form 1 to \*] E. F., with whom I am personally acquainted, who, being by me duly sworn, deposes and says that he resides in the city of.....county of.....and State of.....that he is a subscribing witness to the execution of the within (or hereto annexed) instrument of writing, wherein A. B. is one of the parties and Y. Z. the other party, and that he saw the said A. B. execute the same, and knows him to be the identieal person described therein, which is satisfactory evidenece to me of the due execution of said instrument.

Given under my hand and official seal, etc. (as above).

When the grantor or subscribing witness is unknown to the officer, omit the clause "personally acquainted," etc., and at the end of the aeknowledgment insert the following: and at the same time appeared M. N., with whom I am personally acquainted, who, being

*APPENDIX.*

also by me duly sworn, deposes and says that he resides in the city of.....county of.....and State of.....and that he knows the said.....to be the same person who was the grantor in (or a subscribing witness to) said instrument, which is satisfactory evidence to me of that fact.

Given, etc.

## STATUTE OF FRAUDS.

There is probably no branch of the law of so much importance to the mercantile community, and of which the majority are so profoundly ignorant, as the Statute of Frauds. Thousands of dollars are annually lost by merchants through the effect of a single provision requiring a promise to answer the debt, default or misappropriation of another, to be in writing. Thus: A. visits New York to purchase goods on credit, and gives the name of B., a responsible resident, as reference. The merchant calls upon B., who thus responds to his inquiry: "I think A. is good; let him have all he wants; if he don't pay, I will; or I will see it paid," etc. On this representation the goods are sold and charged to A., who afterward becomes insolvent; the merchant is remediless, as the promise of B. was to answer for the debt of another. If, however, B. had made a memorandum of his statement and signed it, or if the merchant had charged him with the goods and looked to him *alone* for the payment, the statute would have been complied with in the first instance, or evaded in the second by making the guarantor the original debtor, and thus required to answer his own debt. The books are filled with cases in reference to the liability of the guarantor under this section, but, in general, the merchant's only safeguard is to make a memorandum of the statement and ask the guarantor to sign it, except where the promise or guaranty is made *at the time of the creation of the indebtedness*, in which case the credit must be given solely to the person making the promise.

Every merchant should make himself thoroughly conversant with the provisions of this statute, as the only safeguard against future losses or vexatious litigation. The enactments in the several States follow the same general plan. To save space, we only give the English and New York statutes. The numbers, "1," "2," etc., are inserted for convenient reference in comparing the different States, but are not included in the text.

## ENGLISH STATUTE—(CAR. II, CAP. 3).

(No. 1.) SEC. 4. No action shall be brought whereby to charge any executor or administrator upon any special promise to answer damages out of his own estate; or,

(No. 2.) 2d. Whereby to charge the defendant upon any special promise to answer for the debt, default or miscarriage of another person; or,

(No. 3.) 3d. To charge any person upon any agreement made upon any consideration of marriage; or,

(No. 4.) 4th. Upon any contract or sale of lands, tenements or hereditaments, or any interest in or concerning them; or,

(No. 5.) 5th. Upon any agreement that is not to be performed within the space of one year from the making thereof.

(No. 6.) Unless the agreement upon which such action shall be brought or some note or memorandum thereof shall be in writing and signed by the party to be charged therewith, or by some person thereunto by him lawfully authorized.

(No. 7.) § 17. No contract for the sale of any goods, wares and merchandises, for the price of ten pounds sterling, or upward, shall be allowed to be good, except the buyer shall accept part of the goods so sold, and actually receive the same or give something in earnest to bind the bargain, or in part payment, or that some memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract or their agents thereunto lawfully authorized. The following sections having been passed subsequent to the Declaration of Independence are not included in the American common law.

## (GEO. IV, CAP. 14.)

(No. 8.) § 5. No action shall be maintained whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification after full age of any promise or simple contract made during infancy unless such promise or ratification shall be made by some writing signed by the party to be charged therewith.

(No. 9.) § 6. No action shall be brought whereby to charge any person upon or by reason of any representation or assurance made or given concerning or relating to the character, conduct, credit, ability, trade or dealings of any other person to the intent or purpose that such other person may obtain credit, money or goods

upon, unless such representation or assurance be made in writing, signed by the party to be charged therewith.

## NEW YORK STATUTE.

The Statute of Frauds adopted by this State simplifies the language, and to a certain extent modifies the matter, of the English statute. The following sections, arranged from chapter vii, part ii, of the Revised Statutes, contain all that comes properly under this subject.

## TITLE I.

(No. 1.) § 8. Every contract for the leasing for a longer period than one year, or for the sale of any lands, or any interest in lands, shall be void, unless the contract, or some note or memorandum thereof expressing the consideration, be in writing, and be subscribed by the party by whom the lease or sale is to be made.

## TITLE II.

(No. 2.) § 2. In the following cases every agreement shall be void unless such agreement or some note or memorandum thereof \* *expressing the consideration* be in writing and subscribed by the party to be charged therewith :

(No. 3.) 1st. Every agreement that by its terms is not to be performed within one year from the making thereof.

(No. 4.) 2d. Every special promise to answer for the debt, default or miscarriage of another person.

(No. 5.) 3d. Every agreement, promise or undertaking made upon consideration of marriage, except mutual promises to marry.

(No. 6.) § 3. Every contract for the sale of any goods, chattels or things in action for the price of \$50 or more shall be void ; unless,

1st. A note or memorandum of such contract be made in writing and be subscribed by the parties to be charged thereby ; or,

2d. Unless the buyer shall accept and receive part of such goods, or the evidences, or some of them, of such things in action; or,

3d. Unless the buyer shall at the time pay some part of the purchase-money.

§ 4. Whenever goods shall be sold at public auction, and the auctioneer shall, at the time of the sale, enter in a sale book a

\* The words "expressing the consideration" are peculiar to the States of New York, California, Nevada and Oregon, and are not included in the citations to New York State.



memorandum specifying the nature and price of the property sold, the terms of the sale, the name of the purchaser and the name of the person on whose account the sale is made, such memorandum shall be deemed a note of the contract of sale within the meaning of the last section.

Every instrument required by any of the foregoing provisions to be subscribed by any party may be subscribed by the lawful agent of such party.

*Alabama.*—Similar to New York, except that “\$50” in “No. 6” is changed to \$30, and “No. 9” of English statute is added.

*Arkansas.*—Similar to New York, with the insertion of §30 in “No. 6,” as above.

*California.*—Copied from New York.

*Connecticut.*—Substantially like New York, except that the amount in “No. 6” is changed to \$35.

*Delaware.*—The statute has but little practical effect in this State.

*Florida.*—Similar in effect to New York, except that the provision in “No. 6” applies to all contracts for the sale of any personal property, goods, wares or merchandise.

*Georgia* is governed by the provisions of the English statutes.

*Illinois.*—Same in effect as New York.

*Indiana.*—Leases for three years or under are not required to be in writing; with this exception, the New York statutes will apply. “No. 9” of the English statute is also adopted.

*Iowa* is similar to New York, except that “No. 6” applies to all sales of personal property, except where labor, skill or money are necessarily to be expended in producing or procuring such property.

*Kentucky* has, in effect, the New York statute, together with “No. 9” of the English statute.

*Maine.*—Same as New York, except that the amount in “No. 6” is fixed at \$30, and adopts in addition “No. 9” of the English statute.

*Maryland* copies the English statutes.

*Massachusetts.*—Same in effect as New York, adding “No. 9” of the English statute and the following section:

No promise for the payment of any debt made by any insolvent debtor, who has obtained his discharge from said debt under proceedings in bankruptcy or insolvency, shall be evidence of a new or continuing contract, whereby to deprive the party of the benefit of relying upon such discharge in bar of the recovery of a judg-

men upon such debt, unless such promise is made by or contained in some writing signed by the party sought to be charged, or by some person thereunto by him lawfully authorized.

*Michigan.*—Same as Kentucky.

*Minnesota.*—Same as New York.

*Mississippi.*—Same as New York, except that it does not include "No. 6."

*Missouri.*—Similar to New York, except the amount specified in "No. 6" is changed to \$30, and adding No. 9 of the English statute.

*Nevada.*—Copied *verbatim* from New York statute.

*New Hampshire.*—Same as Maine, except that the amount in "No. 6" New York statute is changed to \$33.

*New Jersey.*—Same as the original English statute, except that the amount in "No. 17" is changed to \$30. This does not include Nos. "8" and "9."

*North Carolina.*—Same as New York, except that leases for three years may be in parol, and "No. 6" is omitted.

*Ohio.*—No leasehold interest can be granted, except by a written contract signed by the party to be charged thereby; with this exception, the English statute is in full practical effect.

*Oregon.*—Same as New York.

*Pennsylvania.*—The common law or English statute applies in this State, except that contracts, the consideration of which shall be a less sum than \$20, shall not come within the effect of the statute.

*Rhode Island.*—The New York statute will apply in this State.

*South Carolina.*—Governed by the English statute, including Nos. "8" and "9."

*Tennessee and Texas.*—Same in effect as New York.

*Vermont.*—Same as Maine, except that "No. 6" is changed to \$40.

*Virginia.*—Same as New York, adding "No. 8" and "No. 9" English statute.

*Wisconsin.*—Similar to New York.

## RIGHTS AND DISABILITIES OF ALIENS.

As the character and objects of this work are to a certain extent international, it is deemed advisable to insert a brief synopsis of the laws pertaining to those rights and disabilities of aliens, in the several States, peculiarly affecting commerce, that is, in relation to the acquisition and disposition of property.

At the time of our separation from Great Britain we inherited, or rather adopted their system of laws, which, under the title of common law, formed the basis or foundation of American jurisprudence, and still governs, except where the same may be modified or changed by subsequent legislation.

By the common law an alien cannot purchase or inherit lands, and as he is incapable of inheriting, so he cannot be inherited from. Thus A., a citizen, cannot inherit from B., an alien. Neither can he inherit from C., a citizen, through B.

Although an alien is prohibited from purchasing lands, yet he may by purchase or devise acquire a *quasi* title, which is good against every one except the government, and he may hold and enjoy the same until office found; and if he become naturalized, or the government grants its interest therein to him before office found, he has an absolute title. But if he should die intestate in the meantime, the land escheats at once, as no one could inherit from him.

Aliens have, at common law, the same rights in respect to personal property as citizens. So an alien friend may maintain a personal, but not a real action. Alien enemies have no rights whatever, and their property is liable to confiscation.

The general tendency of legislation in this country seems to be in favor of commercial freedom. In many States there is a complete abolition of all laws discriminating between citizens and foreigners in respect to the acquisition or disposition of property.

In Alabama, aliens are not only under the common law restrictions in respect to real estate, but are prohibited from acquiring title to personal property by descent. In Arkansas and Delaware,

*resident aliens who have made a declaration of their intention to become citizens; in Connecticut, Indiana and New Hampshire, all resident aliens; and all aliens, by the laws of California, Florida, Georgia, Illinois, Maine, Massachusetts, Michigan, Minnesota, Nebraska, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina and Wisconsin, may take by purchase or inheritance, hold, enjoy and dispose of, and generally have the same rights and liabilities in respect to both real and personal property as natural born citizens, except that in California it is provided that aliens, to take property by descent, must file their claim within five years from the death of the intestate, and that in Pennsylvania the amount of real estate to be lawfully owned and held by an alien must not exceed in amount five thousand acres, nor in value twenty thousand dollars.*

It is provided by the laws of Iowa that resident aliens shall have all the rights of citizens in respect to property, and that non-resident aliens may purchase real estate and hold the same for ten years; they may make a valid conveyance of the same during that period, but not afterward. All aliens may acquire real estate by devise or descent, and hold or convey the same in the same manner as citizens, and inherit personal property. The Revised Statutes of this State, after the foregoing provisions, contain the following peculiarly constructed section:

SEC. 2,493 (6). If any person, being a citizen of this State at the time of his decease, shall have made a will, bequeathing his property to a person who at the time of making such bequest was an alien non-resident, who subsequently to the making of such bequest became a resident, such alien shall be capable in law of becoming a *devisee* of such property, as well as if he was a resident of the State at the time of making such *devisee*.

In the State of Kentucky, after two years of residence, an alien acquires all the rights of citizenship in respect to property during the continuation of his residence.

In Maryland, resident aliens may purchase, hold and convey real estate, provided that, if males, they shall, within one year from the acquisition thereof, make in due form a declaration of citizenship, and also become naturalized within a year from the time allowed by law for that purpose; and the heir of any such alien may inherit his real estate by complying with the above provisions. The statute further provides that any alien or foreigner may take a mortgage on lands within this State to secure the payment of money

actually lent, and enforce the payment thereof the same as a citizen.

In Missouri and Tennessee it is provided that aliens residing within the United States, who have made a declaration of their intention to become citizens, and any resident aliens of the State, may hold, purchase and convey property in the same manner as citizens, and all aliens may take by devise or descent, provided they dispose of the property in good faith within three years in Missouri or within seven years in Tennessee from the death of the intestate.

By the laws of New York State, resident aliens, who shall have duly filed a declaration of their intention to become citizens, inure to all the rights of citizenship in respect to property, and every woman, being an alien resident, may take property by devise, and hold the same in fee. The heirs of any resident alien who shall have died intestate, after purchasing real estate in this State, may inherit the same in the same manner as if the decedent was a citizen; but if such heirs are male aliens of full age, they must first file in due form the required declaration of citizenship.

It is further provided, §4, page 57 of the Revised Statutes, that "every devise of any interest in real property to a person who, at the time of the death of the testator, shall be an alien, not authorized by statute to hold real estate, shall be void," etc. It has been held by the Court of Appeals in this State that the above provision does not apply to children unborn at the time of the death of the testator. Thus where A. devised real estate to B., a citizen, residing in Canada, for life, the remainder over to her children who were aliens, the statute cuts off the rights of the children born before A.'s death, but after-born children, not being aliens "at the time of the death of the testator," do not come within the provisions of the statute, and will take under the common law, subject only to the rights of the State therein.

In Texas an alien resident, who has made a declaration of his intention to become a citizen, may acquire, hold and convey property in the same manner as citizens. And any alien may take and hold property by devise or descent in this State in the same manner in which citizens of the United States may acquire and hold real and personal estate in the country of such alien.

In the States of Virginia and West Virginia, resident aliens inure to all the property, rights and liabilities of citizens, after they have made the proper declaration of citizenship, and any alien may take by purchase, devise or descent real estate situated in this State, pro-

vided he shall, within five years after such acquisition, declare on oath, before a court of record within such State, that he intends to reside therein. If any alien holding real estate shall, before office found, become naturalized, or sell or devise the same, or die seized or possessed thereof, such person himself in the first case, and in the second case the purchaser, lessee, heir or devisee from him, if a citizen of the United States, may hold the same free and released from any right or claim of the State or the school fund, by reason of such person having been an alien. When, by treaty, citizens of the United States are entitled to inherit, purchase, hold and convey real property lying in any foreign country, the citizens of such country may inherit, purchase, hold and convey property in the States of Virginia and West Virginia during the time prescribed by such treaty.

The provisions of the common law in reference to alien enemies are not materially changed in any of the States. The above provisions only refer to citizens of a country at peace with the United States.

## THE NEW ENGLAND "GRAB LAW."

We invite the attention of parties having business relations with the New England States to the following article contributed by E. M. Forbes, Esq., our law correspondent at Winchester, N. H. This peculiar system of attachments very materially affect commercial interests, and should be understood and applied in forming a basis of credit, as well as in the enforcement of matured claims.

Ed.

The law of priority of attachments upon mesne process, or what is commonly and familiarly known as the "New England Grab Law," is a system peculiar to a few States, and has for many years endured the ridicule of inhabitants of other States. Like most laws, it has its good and its bad features—its friends and its enemies. To most of us who have for many years lived and practiced under this system, it seems, in most respects, to be the best system that can be devised.

It certainly prevents many people from defrauding their creditors who could easily do so under other systems, and inculcates in the business men of those States where it is in force energy and promptness in the payment or extension of their liabilities. Under this system it behooves a man to look well to all his liabilities, in order that he may not be broken up in his business, and tends to keep him alert, careful and prudent, making provision and arranging in advance for the payment of his debts as they become due. Thus in many cases he is prevented from incurring extravagant expenses which he might otherwise do, thereby saving the sum toward defraying his indebtedness. To this salutary check, we think, may safely be traced many of the thrifty, prudent, cautious habits which characterize New Englanders as a class, and which have, among more favored neighbors, gained them the reputation of being penurious.

In practice under this law the securing of a debt, in case the debtor has sufficient assets which are not exempted from attachment

or sale on execution, is a very simple and expeditious process. The original writ being an attachment and summons, the officer to whom it is directed, by proceeding and making an attachment, at once creates a lien in favor of the creditor upon such property of the debtor as he sees fit to lay his attachment upon. This lien is not such a right that it entirely divests the rights of the defendant in the suit, but it merely gives the plaintiff some certain knowledge that whenever he shall obtain judgment in this suit that there will be something out of which he can wholly or in part satisfy the same. In the case of personal property, if movable, the sheriff or officer at once takes it into his possession. Bulky articles and real estate are attached by a copy, with a proper return thereon, left at the office of the Clerk of Courts, Register of Deeds or Town Clerk, as the statute of that particular State may require.

In the case of property which the officer would ordinarily take into his own possession and remove the same from the premises of the defendant, the defendant has in most States the privilege of furnishing the officer making the attachment a receipt, in the nature of a contract, that the articles so attached, or their value in money, shall be returned to the officer on demand; this receipt to be signed by some responsible person, and in this manner the defendant may retain possession and have the use of the property until such time as judgment may be rendered, or the officer may see some occasion for demanding the return of the property. The attachment of personal property by different creditors, through different officers, not unfrequently happens, and sometimes causes much strife and gives rise to long, tedious litigation before the rights of all parties are finally settled, and in the end there is but little left to pay the debts with. I distinctly recollect an instance of this nature, occurring many years since, in which I was counsel for a number of the creditors. A manufacturing firm, doing a large business, failed, having outstanding a large amount of indebtedness, and, of course, under our attachment system, the creditors must grab all they could, each one bound to look out for himself and intending to let that sombre gentleman who luxuriates in sulphurous fumes take the one who was left in the rear.

Two or three deputy sheriffs were sent for, and, armed with the necessary authority, each endeavored to be first and to have his batch of claims secured. The larger portion of the defendant's property was in a building by itself, and two officers, by their returns, claimed to have attached the whole of this property, each



claiming that he was first, and that his attachment was valid. The result was that, after keeping the cases in court several years, when the decision as to the rights of the sheriff was made there was but a small percentage left to the creditors whose officer had really made the successful attachment; probably if the property could have been sold without incurring too great an expense, there would have been realized nearly enough to have paid the creditors. These cases, I am happy to say, are rare where there is so long and tedious a litigation as in the one referred to, and have now to be numbered among the things that were, and are not. The bankrupt act has provided a method, which is usually adopted, of cutting the knot, forcing the debtor into insolvency and distributing so much of his assets as the assignee can spare among the creditors.

In the event of an attachment of property liable to perish, waste or greatly depreciate in value, both debtor and creditor are in most States provided with the means of preventing such loss, as the statutes provide for an appointment, upon petition of either party, of examiners, and a sale of property before judgment; the proceeds being retained in the hands of the officer until judgment is rendered. Otherwise the officer keeps charge of the property until judgment is rendered, and then the court issues a writ of execution which the officer levies upon the property which is attached on the writ, or any other property of the defendant which he may find. This is much better than in some States where there is no way for a creditor to secure a lien on the debtor's property, except he may be able to make affidavit to certain classes of facts prescribed by statute, and must, if he cannot make this affidavit, wait until he can obtain a judgment before he can get hold of any security for his claim. In the meantime the debtor may by some necromancy, well understood by debtors and a certain class of unscrupulous attorneys, become "poor," and the creditor find that his judgment is worthless.

The attachment law gives foreign creditors equal chances with home creditors, so far as they see fit to avail themselves of them. All they have to do is to use caution and watch their debtor's condition, which we think as a general thing they do, and as seldom lose anything under this system as any other. Of course it gives the careful, watchful, alert creditor the advantage over those who are slothful and negligent. And the active, prompt business man is the one who is entitled to and generally conquers a success in business under any circumstance.

Under the "grab" law there is no way for a debtor to so assign his property as to discharge himself from future liability; but should he place all his assets in the hands of an assignee or trustee for the benefit of creditors, they might still attach upon their unpaid balance of claim any property the debtor might afterward acquire, until such time as their suit was barred by the statute of limitations. This feature has, perhaps, been the worst of the system, except the fact that any one could commence a suit against a person out of revenge and for malicious purposes (except such cases as are prevented by statute), cause property to be attached and really injure a man very much, when the plaintiff was in no way responsible to the injured party by reason of being one of that independent class who have not, neither do they wish or expect, any property.

## ADDITIONAL NAMES AND TESTIMONIALS.

### ALABAMA.

#### COURTLAND—Lawrence County.

*E. H. Foster.*

THE STATE OF ALABAMA, }  
*Lawrence County.*

I, James H. McDonald, Judge of the Court of Probate of said county, hereby certify that I am well acquainted with E. H. Foster, Esq., a resident of the town of Courtland, in said county, who is engaged in the practice of law in all the courts of this county, district and State. His practice in the Probate Court of this county for a number of years, which has been equal to that of any other attorney, together with my observation of his management of his extensive legal business in the various courts of our county, fully justify me in saying that he is prompt and efficient in the discharge of professional duties, and that he is a gentleman in every way meriting confidence, and has uniformly maintained a position of high standing among the legal fraternity.

Given under my hand, at office in Moulton, this 9th day of June, 1873.

J. H. McDONALD, *Judge of Probate.*

#### MOULTON—Lawrence County.

*W. P. Chitwood.*

MOULTON, Ala., *June 9, 1873.*

I certify that W. P. Chitwood, a practicing lawyer of this place, is of good reputation and standing in his profession.

Truly,

J. H. McDONALD,

*Judge of Probate Court of Lawrence County, Ala*

## ARKANSAS.

**GAINESVILLE—Greene County.**

**B. H. Crowley**, late member of Legislature (P. O., Crowley, Ark.).

References: Elisha Baxter, Governor of Arkansas; Logan H. Roots, ex-Member of Congress from First Congressional District of Arkansas, and now President of National Bank of Arkansas, at Little Rock; also, Senator Rateliffe, of Pocahontas, Ark.; present Member of Congress W. J. Hynes, State at Large, and Lucian C. Ganse, First District.

**RORIDO—La Fayette County.**

**H. S. Johnson.**

THE STATE OF ARKANSAS, }  
County of La Fayette, }

This is to certify that H. S. Johnson is an attorney at law, in good standing as such, and regularly engaged in the practice of his profession.

LEWISVILLE, June 10, 1873.

M. O. KENT,

*Judge Thirteenth Circuit, State of Arkansas.*

## CALIFORNIA.

**LOS ANGELOS—Los Angeles County.**

**Samuel Hamilton.**

## GEORGIA.

**BLACKSHEAR—Pierce County.**

**Simon W. Hitch.**

GEORGIA, }  
Pierce County, }

I, A. M. Moore, Mayor of the town of Blackshear and Judge of the Corporation Court for said county, do hereby certify that Simon W. Hitch is an attorney at law, of good professional stand-

ing in the State of Georgia, and that he is the State Counsel or Solicitor-General of the Brunswick Circuit, composed of the counties of Appling, Coffee, Clinch, Charlton, Camden, Elysian, Liberty, McIntosh, Pierce, Ware and Wayne, by appointment of His Excellency James M. Smith, Governor, with the confirmation of the Senate of Georgia.

Witness my hand and official signature this June 8th,  
[L. s.] 1873.

A. M. MOORE, *Mayor, etc.*

**CARTERSVILLE—Barton County.**

*Robt. W. Murphy.*

DAJTON, Ga., June, 1873.

*To the International Merchants' Protective Law Association, No.  
74 State street, Albany, N. Y.:*

The undersigned hereby certifies that he is personally acquainted with Robert W. Murphy, attorney at law, at Cartersville, Ga. But this acquaintance has existed only for a short period. Mr. Murphy's character and capacity is good, and judging from all I know of him and of his character, I cheerfully state that I believe that he will attend with fidelity and promptness to all business intrusted to him.

C. D. McCUTCHEN,

*Judge of Superior Courts of Cherokee Circuit, State of Ga.*

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ILLINOIS.

**JONESBOROUGH—Union County.**

*Jackson Frick.*

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INDIANA.

**CORYDON—Harrison County.**

*Geo. W. Self.*

**CRAWFORDSVILLE—Montgomery County.****Thomas & Thomas.***To whom it may concern:*

Messrs. Thomas & Thomas, attorneys of this city, will faithfully and promptly attend to all business intrusted to their care.

P. WASSON, *Cashier First National Bank.*

CRAWFORDSVILLE, Ind., June 6, 1873.

## IOWA.

**CORYDON—Wayne County.****Freeland & Clark.**

CORYDON, January 8, 1873.

We take pleasure in recommending Messrs. Freeland & Clark as able and responsible attorneys.

OCOBOCK BROTHERS, *Bankers.*

**CEDAR RAPIDS—Linn County.****R. H. Gillmore.**

## KANSAS.

**FORT SCOTT—Bourbon County.****Eugene Ware.**

FORT SCOTT, Kan., June 26, 1873.

We, the undersigned, hereby certify that we are personally acquainted with Eugene Ware, attorney at law, at Fort Scott, and cheerfully recommend him.

C. H. OSBERN, *Asst. Cashier First Nat. Bank.*

CHAS. W. BLAIR, *Judge Sixth Jud. Dist., Kan.*

**SALINA — Saline County.***John Foster.*SALINA, Kansas, *June 24, 1873.*

For integrity, professional honor and ability I most earnestly recommend and indorse John Foster, Esq., of this place.

JOHN H. PRESCOTT,

*Judge Fourteenth Jud. Dist., State of Kansas.*

We consider John Foster, Esq., a good and prompt attorney.

JOHN GRIS &amp; CO.,

*Bankers, Salina, Kan.*

## MINNESOTA.

**BEAVER FALLS — Renville County.***John M. Dorman* (Court Commissioner and City Attorney).

OFFICE OF JUDGE OF PROBATE, RENVILLE COUNTY, }  
BEAVER FALLS, Minn., *June 13, 1873.* }

*To whom it may concern:*

I have been acquainted with John M. Dorman, Esq., for some years, and I fully recommend him as responsible and qualified to undertake any legal business intrusted to him. Mr. Dorman is prompt and faithful as an attorney in the interest of his clients.

MOSES LITTLE, *Judge of Probate.*

We cordially indorse the above.

HERRIC BROS, *Hardware Merchants  
and General Dealers in Agricultural Implements.*

Dated BEAVER FALLS, Minn., *June 13, 1873.*

**MINNEAPOLIS — Hennepin County.***J. Guilford.*

## MISSOURI.

**BUCKLIN — Linn County.***Thos. Whitaker.*

## PENNSYLVANIA.

## SCRANTON—Luzerne County.

*A. H. Winton.*SCRANTON, Pa., *June 11, 1873.*

I certify that A. H. Winton, Esq., is one of the leading attorneys of this city, and is in all respects reliable and trustworthy.

E. R. MILLS,

*Cashier of the Second Nat. Bank of Scranton, Pa.*

## CANADA—PROVINCE OF ONTARIO.

## ST. THOMAS—Elgin County.

*John Farley.*ST. THOMAS, Ontario, *June 26, 1873.*S. F. KNEELAND, Esq., *Managing Attorney:*

Sir.—From a personal and professional acquaintance of John Farley, barrister and attorney, for several years, I have no hesitation in recommending him as a professional gentleman to whom business may safely be intrusted, as he is in all respects an honorable man.

THOS. BLAKENEY, *Manager Molson's Bank.*



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