



#### GENERAL FORM OF AGREEMENT.

THIS AGREEMENT, made the *first* day of *May*, one thousand eight hundred and eighty-two, between JOHN DOE, of the city of *Hartford*, in the county of *Hartford*, and State of *Connecticut*, of the first part, and RICHARD ROE, of the village of *Windsor*, in said county and State, of the second part—

WITNESSETH, that the said JOHN DOE, in consideration of the covenants on the part of the party of the second part, hereinafter contained, doth covenant and agree to and with the said RICHARD ROE, that [*here insert the agreement on the part of John Doe*].

And the said RICHARD ROE, in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and with the said JOHN DOE, that [*here insert the agreement on the part of Richard Roe*].

In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

Sealed and delivered,  
in presence of  
JOHN SMITH,  
THOS. BROWN.

JOHN DOE. [L.S.]  
RICHARD ROE. [L.S.]

[*When required this clause may be inserted:*]

And it is further agreed, between the parties hereto, that the party that shall fail to perform this agreement on his part, will pay to the other the full sum of *fifty* dollars, as liquidated, fixed, and settled damages.

#### AGREEMENT FOR THE PURCHASE OF A HOUSE AND LOT.

MEMORANDUM of an agreement made this *15th* day of *November*, in the year *1882*, between JOHN SMITH, Jeweler, of the city of *New York*, and HENRY BROWN, Merchant, of the same city, *witnesseth*—That the said JOHN SMITH agrees to sell, and the said HENRY BROWN agrees to purchase, for the price or consideration of — dollars, the house and lot known and distinguished as number *ninety-nine*, in — street, in the said city of *New York*. The possession of the property is to be delivered on the first day of *May* next, when twenty-five per cent. of the purchase-money is to be paid in cash, and a bond and mortgage on the premises, bearing seven per cent. interest, payable in five years (such interest payable quarterly), is to be executed for the balance of the purchase-money, at which time also a deed of conveyance in fee simple, containing the usual full covenants and warranty is to be delivered, executed by the said JOHN SMITH and wife, and the title made satisfactory to the said HENRY BROWN; it being understood that this agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties; and also that the said premises are now insured for — dollars, and, in case the said house should be burnt before the said first day of *May* next, that the said JOHN SMITH shall hold the

said insurance in trust, and will then transfer the same to said HENRY BROWN with the said deed.

In Witness, &c. [*as in General Form*].

#### AGREEMENT FOR THE SALE OF REAL ESTATE.

ARTICLES of agreement made and entered into this — day of — between A. B. of —, of the one part, and C. D. of —, of the other part, as follows: The said A. B. doth hereby agree with the said C. D. to sell him the lot of ground [*here describe it*], for the sum of —; and that he, the said A. B., shall and will, on the — day of — next, on receiving from the said C. D. the said sum, at his own cost and expense, execute a proper conveyance for the conveying and assuring the fee simple of the said premises to the said C. D., free from all encumbrances, which conveyance shall contain a general warranty and the usual full covenants. And the said C. D. agrees with the said A. B. that he, the said C. D., shall and will, on the said — day of — next, and on execution of such conveyance, pay unto the said A. B. the sum of — aforesaid. And it is further agreed between the parties aforesaid, as follows: The said A. B. shall have and retain the possession of the property, and receive and be entitled to the rents and profits thereof, until the said — day of — next; when, and upon delivery of the conveyance, the possession is to be delivered to the said C. D. And it is understood that the stipulations aforesaid are to apply to and to bind the heirs, executors, and administrators of the respective parties. And in case of failure, the parties bind themselves each unto the other in the sum of —, which they hereby consent to fix and liquidate the amount of damages to be paid by the failing party for his non-performance.

In witness, &c. [*as in General Form*].

#### AGREEMENT FOR BUILDING A HOUSE.

MEMORANDUM.—That on this — day of —, it is agreed between A. B. — and C. D., of —, in manner following, viz.: the said C. D., for the considerations hereinafter mentioned, doth for himself, his heirs, executors, and administrators, covenant with the said A. B., his executors, administrators, and assigns, that he the said C. D. or his assigns shall and will, within the space of — next after the date hereof, in a good and workmanlike manner, and at his own proper charge and expense, at —, well and substantially erect, build, and finish, one house, or messuage, according to the draught, scheme, and explanation hereunto annexed, with such stone, brick, timber, and other materials, as the said A. B. or his assigns shall find and provide for the same. In consideration whereof, the said A. B. doth for himself, his executors, and administrators, covenant with the said C. D., his executors, administrators, and assigns, well and truly to pay unto the said C. D., his executors, administrators, and assigns, the sum of — of lawful money of — in manner following, viz.: — part



thereof at the beginning of the said work; — another part thereof when the said work shall be half done; and the remaining — in full for the said work, when the same shall be completely finished: And also that he, the said A. B., his executors, administrators, or assigns, shall and will from time to time, as the same shall be required, at his and their own proper expense, find and provide stone, brick, timber, and other materials necessary for making, building, and finishing the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, administrators, and assigns, each to the other, in the penal sum of — firmly by these presents.

In witness, &c. [as in General Form].

**AGREEMENT TO BE SIGNED BY AN AUCTIONEER, AFTER A SALE OF LAND AT AUCTION.**

I HEREBY acknowledge that A. B. has been this day declared by me the highest bidder and purchaser of [describe the land], at the sum of — dollars [or, at the sum of — dollars — cents per acre or foot], and that he has paid into my hands the sum of —, as a deposit, and in part payment of the purchase money; and I hereby agree that the vender, C. D., shall in all respects fulfill the conditions of sale hereunto annexed. Witness my hand, at —, on the — day of —, A. D. 1860.

I. S., Auctioneer.

**ARTICLES OF COPARTNERSHIP.**

ARTICLES of copartnership made and concluded this — day of —, in the year one thousand eight hundred and sixty, by and between A. B., bookseller, of the first part, and C. D., bookseller of the second part, both of —, in the county of —.

Whereas, it is the intention of the said parties to form a copartnership, for the purpose of carrying on the retail business of booksellers and stationers, for which purpose they have agreed on the following terms and articles of agreement, to the faithful performance of which they mutually bind and engage themselves each to the other, his executors and administrators.

*First.* The style of the said copartnership shall be “— and company;” and it shall continue for the term of — years from the above date, except in case of the death of either of the said parties within the said term.

*Second.* The said A. B. and C. D. are the proprietors of the stock, a schedule of which is contained in their stock book, in the proportion of two thirds to the said A. B., and of one third to the said C. D.; and the said parties shall continue to be owners of their joint stock in the same proportions; and in case of any addition being made to the same by mutual consent, the said A. B. shall advance two thirds, and the said C. D. one third of the cost thereof.

*Third.* All profits which may accrue to the said partnership shall be divided, and all losses happening to the said firm, whether from bad debts, depreciation of goods, or any other cause or accident, and all expenses of the business, shall be borne by the said parties in the aforesaid proportions of their interest in the said stock.

*Fourth.* The said C. D. shall devote and give all his time and attention to the business of the said firm as a salesman, and generally to the care and superintendence of the store; and the said A. B. shall devote so much of his time as may be requisite, in advising, overseeing, and directing the importation of books and other articles necessary to the said business.

*Fifth.* All the purchases, sales, transactions, and accounts of the said firm shall be kept in regular books, which shall be always open to the inspection of both parties and their legal representatives respectively. An account of stock shall be taken, and an account between the said parties shall be settled, as often as once in every year, and as much oftener as either partner may desire and in writing request.

*Sixth.* Neither of the said parties shall subscribe any bond, sign or endorse any note of hand, accept, sign, or endorse any draft or bill of exchange, or assume any other liability, verbal or written, either in his own name or in the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent in writing of the other party; nor shall either party lend any of the funds of the copartnership without such consent of the other partner.

*Seventh.* No importation, or large purchase of books or other things,

shall be made, nor any transaction out of the usual course of the retail business shall be undertaken by either of the partners, without previous consultation with, and the approbation of, the other partner.

*Eighth.* Neither party shall withdraw from the joint stock, at any time, more than his share of the profits of the business then earned, nor shall either party be entitled to interest on his share of the capital; but if, at the expiration of the year, a balance of profits be found due to either partner, he shall be at liberty to withdraw the said balance, or to leave it in the business, provided the other partner consent thereto, and in that case he shall be allowed interest on the said balance.

*Ninth.* At the expiration of the aforesaid term, or earlier dissolution of this copartnership, if the said parties or their legal representatives cannot agree in the division of the stock then on hand, the whole copartnership effects, except the debts due to the firm, shall be sold at public auction, at which both parties shall be at liberty to bid and purchase like other individuals, and the proceeds shall be divided, after payment of the debts of the firm, in the proportions aforesaid.

*Tenth.* For the purpose of securing the performance of the foregoing agreements, it is agreed that either party, in case of any violation of them by the other, shall have the right to dissolve this copartnership forthwith, on his becoming informed of such violation.

In witness, &c. [as in General Form].

**AGREEMENT TO CONTINUE THE PARTNERSHIP; TO BE ENDORSED ON THE BACK OF THE ORIGINAL ARTICLES.**

WHEREAS, the partnership evidenced by the within-written articles has this day expired by the limitations contained therein [or, will expire on the — day of — next], it is hereby agreed, that the same shall be continued on the same terms, and with all the provisions and restrictions therein contained, for the further term of — years from this date [or from the — day of — next].

In witness, &c. [as in General Form].

**DEED WITHOUT COVENANTS.**

THIS indenture, made the — day of —, in the year of our Lord one thousand —, between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of fifty dollars, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged: hath bargained and sold, and by these presents doth bargain and sell, unto the said party of the second part, and to his heirs and assigns forever, all, &c. [Here describe the property.] Together with all and singular, the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, or demand, whatsoever of him the said party of the first part, either in law or equity, of, in, and to, the above bargained premises, and every part and parcel thereof: To have and to hold to the said party of the second part, his heirs, and assigns, to the sole and only proper use, benefit, and behoof, of the said party of the second part, his heirs and assigns, forever.

In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

Sealed and delivered	}	A. B. [L. s.]
in presence of		C. D. [L. s.]
JOHN SMITH,		
FRANK ROBINSON.		

**CONVEYANCES OF LANDS ON SALE BY MORTGAGE.**

THIS indenture, made the — day of —, in the year —, between A. B., of, &c., of the one part, and C. D., of, &c., of the other part. Whereas, E. F., of, &c., did, by a certain indenture of mortgage dated the — day of —, in the year —, for the consideration of —, bargain and sell unto the said A. B., and to his heirs and assigns forever, all that certain, &c.; together with all and singular the hereditaments and appurtenances thereunto belonging: To have and to hold the said granted and bargained premises, with the appurtenances, unto the said A. B., his heirs and assigns, to the only proper use and behoof of the said A. B., his heirs and assigns forever; provided, nevertheless, and the said indenture of mortgage was thereby declared to be upon condition, that if the said E. F., his heirs, executors, or administrators, should well and truly pay unto the said A. B., his



executors, administrators, or assigns, the just and full sum of —, with lawful interest for the same, on or before the — day of —, in the year —, according to the condition of a certain bond or writing, obligatory, bearing even date with the said indenture of mortgage, that then, and in such case, the said indenture, and the said writing obligatory, should be void and of no effect: and the said E. F. did, by the said indenture, for himself, his heirs and assigns, agree with the said A. B., his heirs, executors, administrators, and assigns, that in case it should so happen, that the said sum of —, and the interest for the same, should be due and unpaid at the time limited for the payment thereof, in the whole or in part thereof, that then it should and might be lawful for the said A. B., his heirs or assigns, at any time after default in payment, to bargain, sell, and dispose of the said mortgaged premises, with the appurtenances, at public vendue, and out of the moneys to arise from the sale thereof, to retain and keep the said sum of — dollars, and the interest, or so much thereof as might be due, together with the costs and charges of such sale, or sales, rendering the overplus money, if any, to the said E. F., his heirs, executors, administrators, or assigns: And, whereas the said E. F. did not pay to the said A. B. the said sum of money, with the interest, at the time limited for payment, or at any time since: and the said A. B. hath, therefore, in pursuance of the authority so given to him as aforesaid, and according to the statute in such case made and provided, caused the premises to be advertised and sold at public auction; and the same has been struck off to the said C. D., for —, being the highest sum bid for the same.

Now, therefore, this indenture witnesseth, that the said A. B., in pursuance of the power and statute aforesaid, and also for and in consideration of the said sum of —, to him in hand paid, by the said C. D., at and before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said C. D., and to his heirs and assigns forever, all the farm, piece, or parcel of land above mentioned, together with the hereditaments and appurtenances, as the same is described and conveyed by said indenture of mortgage; and all the estate, right, title, interest, claim, and demand at law and in equity, of him the said A. B., and also of the said E. F., as far forth as the said A. B. hath power to grant and convey the same, of, in, and to the premises, and every part and parcel thereof: To have and to hold the said above granted and bargained premises, with the appurtenances, unto the said C. D., his heirs and assigns, to the sole and only proper use and behoof of the said C. D., his heirs and assigns, forever.

In witness, &c. [as in General Form of Agreement].

#### DEED OF GIFT OF PERSONAL ESTATE.

Know all men by these presents, that I, A. B., of, &c., in consideration of the natural love and affection which I have and bear for my son, C. B., and also for divers other good causes and considerations, I, the said A. B., hereunto moving, have given, granted, and confirmed, and by these presents, do give, grant and confirm unto the said C. B., all and singular, my goods, chattels, leases, and personal estate whatsoever, in whose hands, custody, or possession soever they be: To have, hold, and enjoy, all and singular, the said goods, chattels, and personal estate, aforesaid, unto the said C. B., his executors, administrators, and assigns, to the only proper use and behoof of the said C. B., his executors, administrators, and assigns, forever. And I, the said A. B., all and singular, the said goods, chattels, personal estate, and other the premises, to the said C. B., his executors, administrators, and assigns, against me, the said A. B., my executors and administrators, and all and every other person and persons, whatsoever, shall and will warrant, and forever defend, by these presents: of all and singular which said goods, chattels, personal estate, and other premises, I, the said A. B., have put the said C. B. in full possession, by delivering to him one pewter dish, at the time of the sealing and delivery of these presents, in the name of the whole premises hereby granted.

In witness, &c. [as in General Form of Agreement].

#### DEED OF GIFT BY A FATHER TO A SON OF HIS PERSONAL PROPERTY, ON CONDITIONS.

THIS indenture, made the, &c., between A. B., of, &c., of the one part,

and C. B., of, &c., of the other part. Whereas, the said A. B., being the father of the said C. B., by reason of his age and infirmities, is not capable of attending to his estate and affairs as formerly, and has therefore agreed, for advancement of the said C. B., to make over his property to the said C. B., so that the said C. B. should pay the debts of the said A. B., and afford him a maintenance as is hereinafter mentioned: Now this indenture witnesseth, That the said A. B., in order to carry the said agreement into effect, and in consideration of the natural love and affection which he hath for and towards his son, the said C. B., and of the provisoes, covenants, and agreements, hereinafter mentioned, by the said C. B., to be observed and performed, hath given, granted, bargained, sold, and assigned, and by these presents doth give, grant, bargain, sell, and assign, unto the said C. B., his executors, administrators, and assigns, all and singular, his household goods and implements of household, stock in trade, debts, rights, credits, and personal estate, whereof he is now possessed, or any way interested in or entitled unto, of what nature or kind soever the same are, or whosoever or in whosoever hands they be or may be found, with their and every of their rights, members, and appurtenances: To have and to hold the said goods, household stuff, stock in trade, debts, rights, and personal estate, and the other the premises, unto the said C. B., his executors, administrators, and assigns, forever, without rendering any account or being therefor in any wise accountable to the said A. B., his heirs, executors, or administrators, for the same.

And the said C. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said A. B., his executors, administrators, and assigns, in manner and form following, that is to say: that he, the said C. B., his heirs, executors, and administrators, shall and will, settle, pay, discharge, and satisfy, or cause to be settled, paid, discharged, and satisfied, all accounts, debts, judgments, and demands, of every nature and kind whatsoever, now outstanding, against, or now due from or payable by the said A. B., or for the payment of which the said A. B. shall be liable, or be held liable either at law or equity, on account of any matter, cause, or thing heretofore had, suffered, done, or performed, and at all times hereafter, free, discharge, and keep harmless, and indemnified, the said A. B., his heirs, executors, administrators, from all and every such accounts, debts, judgments, and demands, and from all actions, suits, and damages, that may to him or them arise, by reason of the non-payment thereof; and moreover, that he, the said C. B., his heirs, executors, and administrators, shall and will yearly, and every year, during the term of the natural life of the said A. B., by four equal quarterly payments, the first to begin on the — day of — next, well and truly pay, or cause to be paid, to the said A. B., or his assigns, the sum of —, for, or toward his support and maintenance, or find or provide for him sufficient meat, drink, washing, lodging, apparel, and attendance, suitable to his state and situation, at the choice and election, from time to time, of the said A. B.

Provided always, and upon this condition, and it is the true intent and meaning of these presents, that if the said C. B., his heirs, executors, and administrators, shall neglect or refuse to pay the said accounts, debts, judgments, and demands, according to his covenant aforesaid, or shall suffer the said A. B. to be put to any cost, charge, trouble, or expense, on account of the same, or shall neglect or refuse to pay the said annual sum, in manner aforesaid, or to find and provide for the said A. B., as aforesaid, that then, in all, any, or either of the cases aforesaid, it shall and may be lawful to and for the said A. B., all and singular, the premises hereby granted to take, repossess, and enjoy, as in his former estate.

In witness, &c. [as in General Form of Agreement].

#### MARRIAGE CERTIFICATE.

I, William Frazer, Minister of the Gospel and Rector of St. Paul's Protestant Episcopal Church at Leopardston, Orange County, and State of New York, do hereby certify, that, on the fourth day of July, in the year of our Lord one thousand eight hundred and eighty-two, at the rectory of said church at Leopardston aforesaid, I joined together in Holy Matrimony, John Smith, of the City, County, and State of New York, and Julia Tompkins, of Fayville, in the State of New Jersey, according to the forms and customs of said church to which I belong, in the presence of Joseph Nipp, of said City of New York, and George Rogers, of said Fayville, attesting witnesses thereto. I further certify, that



the said parties married by me as aforesaid, were personally known to me (or, if not, "were satisfactorily proved by the oath of Joseph Nipp, a person known to me") to be the persons described in this Certificate, and that before I solemnized such marriage as aforesaid, I ascertained that the said John Smith and Julia Tompkins were of sufficient age to contract marriage; and after due inquiry made by me at such time, there appeared no lawful impediment to such marriage.

WILLIAM FRAZER.

#### SAME BY A PUBLIC OFFICER.

This is to certify, that on the fourth day of August, 1882, I, John Jones, Mayor of the City of Brooklyn, joined together in marriage, at my office, in said City, Charles Jones, of Jamaica, Queen's County, and Mary Briggs, of the City of Chicago and State of Illinois, according to the law in such case made and provided, in the presence of James Burke, of the City of New York, and Charles Ambler, of Yonkers, Westchester County, New York, attesting witnesses thereto. I further certify (same as preceding form to end, altering names).

Given at my office, in said City of Brooklyn, the day and year above mentioned.

JOHN JONES, Mayor.

#### ARTICLE OF SEPARATION BETWEEN HUSBAND AND WIFE.

This Indenture of three parts, made the \_\_\_\_\_ day of \_\_\_\_\_, one thousand eight hundred and \_\_\_\_\_, between A. B., of the city of \_\_\_\_\_, of the first part, and C. D., his wife, of the second part, and E. F. trustee of the said C. D., of the third part: Whereas, divers disputes and unhappy differences have arisen between the said party of the first part, and his said wife, for which reason they have consented and agreed to live separate and apart from each other during their natural life; therefore, this Indenture *witnesseth*, That the said party of the first part, in consideration of the premises, and in pursuance thereof, doth hereby covenant, promise, and agree, to and with the said trustee, and also to and with his said wife, that it shall and may be lawful for her, his said wife, at all times hereafter, to live separate and apart from him; and that he shall and will allow and permit her to reside and be in such place and places, and in such family and families, and with such relations, friends, and other persons, and to follow and carry on such trade or business as she may from time to time choose, or think fit to do; and that he shall not, or will at any time sue, or suffer her to be sued, for living separate and apart from him, or compel her to live with him, or sue, molest, disturb, or trouble her for living separate and apart from him, or any other person whomsoever, for receiving, entertaining, or harboring her; and that he will not, without her consent, visit her, or knowingly enter any house or place where she shall dwell, reside, or be, or send, or cause to be sent, any letter or message to her; nor shall, or will, at any time hereafter, claim or demand any of her money, jewels, plate, clothing, household goods, furniture, or stock in trade, which she now hath in her power, custody or possession, or which she shall or may at any time hereafter have, buy, or procure, or which shall be devised or given to her, or that she may otherwise acquire; and that she shall and may enjoy and absolutely dispose of the same, as if she were a feme sole and unmarried; and further, that the said party of the first part shall and will well and truly pay, or cause to be paid unto her, his said wife, for and towards her better support and maintenance, the yearly sum of \_\_\_\_\_ dollars, free and clear of all charges and deductions whatever, for, and during her natural life, at, or upon the first days of January, April, July, and October, in each and every year during her said natural life, which the said trustee doth hereby agree to take, in full satisfaction for her support and maintenance, and all alimony whatever. And the said trustee, in consideration of the sum of one dollar, to him duly paid, doth covenant and agree, to, and with the said party of the first part, to indemnify and bear him harmless of, and from all debts of his said wife, contracted, or that may hereafter be contracted by her, or on her account; and if the said party of the first part shall be compelled to pay any such debt or debts, the said trustee hereby agrees to repay the same on demand, to the said party of the first part, with all damage and loss that he may sustain thereby.

In witness, etc. [as in *Marriage Settlement*].

#### A WILL OF REAL ESTATE.

THE last will and testament of A. C., &c. I, A. C., considering the

uncertainty of this mortal life, and being of sound mind and memory (blessed be Almighty God for the same!), do make and publish this my last will and testament, in manner and form following (that is to say): First, I give and bequeath unto my beloved wife, J. C., the sum of \_\_\_\_\_. *Item*, I give and bequeath to my eldest son, G. C., the sum of \_\_\_\_\_. *Item*, I give and bequeath unto my two youngest sons, J. C. and F. C., the sum of \_\_\_\_\_ each. *Item*, I give and bequeath to my daughter-in-law, S. H., widow, the sum of \_\_\_\_\_; which said several legacies or sums of money I will and order to be paid to the said respective legatees, within six months after my decease. I further give and devise to my said eldest son G. C., his heirs, and assigns, all that messuage or tenement, situated, lying, and being in, &c., together with all my other freehold estate whatsoever, to hold to him the said G. C., his heirs and assigns, forever. And I hereby give and bequeath to my said younger sons, J. C. and F. C., all my leasehold estate, of and in all those messuages or tenements, with the appurtenances, situate, &c., equally to be divided between them. And lastly, as to all the rest, residue, and remainder of my personal estate, goods, and chattels, of what kind and nature soever, I give and bequeath the same to my said beloved wife, J. C., whom I appoint sole executrix, of this my last will and testament, hereby revoking all former wills by me made.

In witness whereof, I have hereunto set my hand and seal, the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand \_\_\_\_\_.

A. C. [L. s.]

The above instrument, consisting of one sheet (or, of two sheets), was now here subscribed by A. C., the testator, in the presence of each of us; and was at the same time declared by him to be his last will and testament; and we, at his request, sign our names hereto as attesting witnesses

D. F., residing at \_\_\_\_\_, in \_\_\_\_\_ County.

G. H., residing at \_\_\_\_\_, in \_\_\_\_\_ County.

[Or, if the witnesses do not see the testator subscribe the will, it may be attested by his acknowledgment in the following form.]

The above instrument of one sheet (or, of two sheets) was, at the date thereof, declared to us by the testator, A. C., to be his last will and testament; and he then acknowledged to each of us, that he had subscribed the same; and we, at his request, sign our names hereto as attesting witnesses.

D. F., residing at \_\_\_\_\_, in \_\_\_\_\_ County.

G. H., residing at \_\_\_\_\_, in \_\_\_\_\_ County.

#### CODICIL TO A WILL.

WHEREAS I, A. C., of, &c., have made my last will and testament in writing, bearing date, &c. [and have thereby, &c., &c.]. Now I do by this my writing, which I hereby declare to be a codicil to my said will, to be taken as a part thereof [will and direct, &c., &c.], give and bequeath to my niece M. S., one gold watch, one large diamond ring, and one silver coffee-pot. And whereas, in and by my last will and testament, I have given and bequeathed to my daughter-in-law G. H., the sum of \_\_\_\_\_, I do hereby order and declare, that my will is that only the sum of \_\_\_\_\_ be paid unto her, in full of the said legacy I have as aforesaid given and bequeathed unto her; and that the remaining part of the said legacy, be given and paid to my nephew E. G. And lastly, it is my desire that this my present codicil be annexed to, and made a part of my last will and testament, to all intents and purposes.

In witness whereof, I have hereunto set my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, &c.

A. C. [L. s.]

The above instrument of one sheet was, at the date thereof, declared to us by the testator, A. C., to be a codicil to be annexed to his last will and testament; and he acknowledged, to each of us, that he had subscribed the same; and we, at his request, sign our names hereto as attesting witnesses.

D. F., residing at \_\_\_\_\_, in \_\_\_\_\_ County.

G. H., residing at \_\_\_\_\_, in \_\_\_\_\_ County.

#### GENERAL FORM, DISPOSING OF BOTH REAL AND PERSONAL ESTATE.

In the name of God, Amen. I, A. B., of, &c., being in good bodily health, and of sound and disposing mind and memory, calling to mind the frailty and uncertainty of human life, and being desirous of settling



my worldly affairs, and directing how the estates with which it has pleased God to bless me, shall be disposed of after my decease, while I have strength and capacity so to do, do make and publish this my last will and testament, hereby revoking and making null and void all other last wills and testaments by me heretofore made. And, first, I commend my immortal being to Him who gave it, and my body to the earth, to be buried with little expense or ostentation, by my executors hereinafter named.

And as to my worldly estate, and all the property, real, personal, or mixed, of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease, I devise, bequeath, and dispose thereof in the manner following, to wit:

*Imprimis.* My will is, that all my just debts and funeral charges shall, by my executors hereinafter named, be paid out of my estate, as soon after my decease as shall by them be found convenient.

*Item.* I give, devise, and bequeath to my beloved wife, C. B., all my household furniture, and my library in my mansion or dwelling-house, my pair of horses, coach, and chaise, and their harnesses; and also fifteen thousand dollars, in money, to be paid to her by my executors hereinafter named, within six months after my decease: To have and to hold the same to her, and her executors, administrators, and assigns forever. I also give to her the use, improvement, and income of my dwelling-house, land, and its appurtenances, situated in —, my warehouse, land, and its appurtenances, situated in —, to have and to hold the same to her for and during her natural life.

*Item.* I give and bequeath to my honored mother, O. B., two thousand dollars, in money, to be paid to her by my executors hereinafter named, within six months after my decease; to be for the sole use of herself, her heirs, executors, administrators, and assigns.

*Item.* I give, devise, and bequeath to my son, E. B., the reversion or remainder of my dwelling or mansion-house, land, and its appurtenances, situated in —, and all profit, income, and advantage that may result therefrom, from and after the decease of my beloved wife, C. B.: To have and to hold the same to him, the said E. B., his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

*Item.* I give, devise, and bequeath to my son, F. B., the reversion or remainder of my warehouse, land, and its appurtenances, situated in —, and all the profit, income, and advantage that may result therefrom, from and after the decease of my beloved wife, C. B.: To have and to hold the same to the said F. B., his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

*Item.* All the rest and residue of my estate, real, personal, or mixed, of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease, I give, devise, and bequeath, to be equally divided to and among my said sons, E. B. and F. B. And,

*Lastly.* I do nominate and appoint my said sons, E. B. and F. B., to be the executors of this my last will and testament.

In testimony, whereof, I, the said A. B., have to this my last will and testament, contained on three sheets of paper, and to every sheet thereof subscribed my name, and to this the last sheet thereof I have here subscribed my name, and affixed my seal, this — day of —, in the year of our Lord one thousand eight hundred and —.

A. B. [L. S.]

This will must be attested in the same manner as in the preceding forms.

**DEVISE FROM A HUSBAND TO HIS WIFE, OF AN ESTATE FOR LIFE, IN LIEU OF DOWER; REMAINDER TO HIS CHILDREN AS TENANTS IN COMMON.**

*Item.* I give and devise unto my said wife, all that my said message or tenement, with the appurtenances, situate, &c., with the lands and hereditaments thereunto belonging, and the rents, issues, and profits thereof, for and during the term of her natural life; and from and after the decease of my said wife, I give and bequeath the said message or tenement, lands, and hereditaments, unto such child or children, as I shall leave or have living at the time of my decease, and to their heirs and assigns forever, as tenants in common, and if I shall have no such child or children, &c., then I give and devise, &c., which said legacy given to my said wife as aforesaid, I hereby declare is intended to be,

and is so given to her, in full satisfaction and recompense of, and for her dower and thirds, which she may, or can in any wise claim or demand out of my estate.

*Item.* I give and devise all the rest and residue of my estate, both real and personal (not hereinbefore by me given and bequeathed), unto, &c.

**MORTGAGE OF LANDS BY HUSBAND AND WIFE.**

This Indenture, made the — day of —, in the year of our Lord one thousand eight hundred and —, between F. F., of the city of New York, merchant, and J. his wife, of the first part, and L. M., of said city, merchant, of the second part, *witnesseth*: That the said parties of the first part, for and in consideration of the sum of —, lawful money of the United States, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, release, convey, and confirm, unto the said party of the second part, and to his assigns forever, all that certain lot, &c.; together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower, possession, claim, and demand whatsoever, of the said parties of the first part, of, in, and to the same, and every part thereof, with the appurtenances: To have and to hold the said hereby granted premises, with the appurtenances, unto the said party of the second part, his heirs, and assigns, to his and their only proper use, benefit, and behoof forever. Provided always, and these presents are upon this condition, that if the said parties of the first part, their heirs, executors, administrators, or assigns, shall pay unto the said party of the second part, his executors, administrators, or assigns, the sum of —, on or before the — day of —, which will be in the year —, with interest, according to the condition of a bond of the said F. F., to the said L. M., bearing even date herewith, then these presents shall become void, and the estate hereby granted shall cease and utterly determine. But if default shall be made in the payment of the said sum of money, or the interest, or of any part thereof, at the time hereinbefore specified for the payment thereof, the said parties of the first part, in such case, do hereby authorize and fully empower the said party of the second part, his executors, administrators, and assigns, to sell the said hereby granted premises, at public auction, and convey the same to the purchaser, in fee simple, agreeably to the act in such case made and provided, and out of the moneys arising from such sale, to retain the principal and interest which shall then be due on the said bond, together with all costs and charges, and pay the overplus (if any) to the said F. F., party of the first part, his heirs, executors, administrators, or assigns.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in	}	FRANCIS FOREST.	[L. S.]
the presence of		JULIA FOREST.	[L. S.]
		JOHN SMITH.	

**A MORTGAGE GIVEN FOR PART OF THE PURCHASE MONEY OF LAND.**

This Indenture, made the — day of —, in the year of our Lord —, between A. B., of the city of New York, merchant, of the first part, and R. T., of the said city, esquire, of the second part, *witnesseth*: That the said party of the first part, for and in consideration of the sum of three thousand dollars, lawful money of the United States, to him in hand paid, the receipt whereof is hereby acknowledged, hath granted bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, all those three certain lots, pieces and parcels of land, situate, lying, and being, &c.; the said three lots of land being part of the premises this day conveyed to the said A. B. by the said R. T. and his wife, and these presents are given to secure the payment of part of the consideration money of the said premises; together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also, all the estate,



right, title, interest, dower, possession, claim, and demand whatsoever, of the said party of the first part, of, in, and to the same, and every part thereof, with the appurtenances. To have and to hold the said hereby granted premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their only proper use, benefit, and behoof forever. Provided always, and these presents are upon this condition, that if the said party of the first part, his heirs, executors, administrators, and assigns, shall pay unto the said party of the second part, his executors, administrators, or assigns, the sum of three thousand dollars, lawful money aforesaid, on or before the — day of — next, with interest thereon at the rate of six per cent. per annum, payable half yearly, on the first days of May and November in each year, until the whole principal sum shall be fully paid and satisfied, according to the condition of the bond of the said A. B. to the said R. T., bearing even date herewith, then these presents, and the estate hereby granted, shall cease and be void. And if default shall be made in the payment of the said sum of money, or the interest, or of any part thereof, at the time hereinbefore specified for the payment thereof, the said party of the first part in each case does hereby authorize and fully empower the said party of the second part, his executors, administrators, and assigns, to sell the said hereby granted premises at public auction, and convey the same to the purchaser, in fee simple, according to law, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said bond, together with all the costs and charges, and the overplus (if any) pay to the said party of the first part, his heirs, executors, administrators, and assigns. And it is also agreed, by and between the parties to these presents, that until the payment of the said principal and interest moneys in full, it shall be lawful for the party of the second part, his executors, administrators, or assigns, to keep the buildings erected, or to be erected, upon the lands above conveyed, insured against loss or damage by fire, and these presents shall operate to secure the repayment of the premium or premiums paid for effecting or continuing such insurance.

In witness, &c. [*as in Mortgage of Lands by Husband and Wife*].

#### MORTGAGE ON GOODS OR CHATTELS,

To all to whom these presents shall come: Know ye, that I, A. B., of —, party of the first part, for securing the payment of the money hereinafter mentioned, and in consideration of the sum of one dollar to me duly paid by C. D. of —, of the second part, at or before the ensailing and delivery of these presents, the receipt whereof is hereby acknowledged, having bargained and sold, and by these presents do grant, bargain, and sell unto the said party of the second part, two bay horses, and all other goods and chattels mentioned in the schedule hereunto annexed, and now in the possession of —; to have and to hold all and singular the goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators, and assigns, forever. And I, the said party of the first part, for myself, my heirs, executors, and administrators, all and singular, the said goods and chattels above bargained and sold unto the said party of the second part, his heirs, executors, administrators, and assigns, against me, the said party of the first part, and against all and every person or persons whomsoever, shall and will warrant and for ever defend; upon condition, that if I, the said party of the first part, shall and do well and truly pay unto the said party of the second part, his executors, administrators, or assigns, the full sum of — dollars, on the — day of — next, according to the tenor and effect of a certain promissory note, bearing even date herewith, made by me in favor of the said C. D., then these presents shall be void. And I, the said party of the first part, for myself, my executors, administrators, and assigns, do covenant and agree, to and with the said party of the second part, his executors, administrators, and assigns, that in case default shall be made in the payment of the said sum above mentioned, then it shall and may be lawful for, and I, the said party of the first part, do hereby authorize and empower the said party of the second part, his executors, administrators, and assigns, with the aid and assistance of any person or persons, to enter my dwelling-house, store, and other premises, and such other place or places as the said goods or chattels are, or may be placed, and take and carry away the said goods and chattels, and to sell and dispose of the same for the best price they can obtain; and out of the money arising therefrom, to retain and pay the

said sum above mentioned, and all charges touching the same, rendering the overplus (if any) unto me, or to my executors, administrators, or assigns. And until default be made in the payment of the said sum of money I am to remain and continue in the quiet and peaceable possession of the said goods and chattels, and the full and free enjoyment of the same.

In witness, &c. [*as in Mortgage of Lands by Husband and Wife*].

#### NATURALIZATION PAPERS.

##### DECLARATION OF INTENTION.

I, A. B., do declare, on oath, that it is *bona fide* my intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to all and any foreign prince, potentate, state, and sovereignty whatever; and particularly to Victoria, Queen of the United Kingdom of Great Britain and Ireland.

Sworn in open court, this }  
— day of —, 18—. } A. B.

I, L. T., clerk of the — court of —, do certify that the above is a true copy of the original declaration of intention of A. B. to become a citizen of the United States, remaining of record of my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said court, the — day of —, one thousand [L. s.] eight hundred and —. L. T.

##### OATH OF ALIEN.

##### UNITED STATES OF AMERICA.

STATE OF NEW YORK, }  
COUNTY OF —, } ss.

A. B., being duly sworn, doth depose and say, that he is a resident in the State of New York, and intends always to reside in the United States, and to become a citizen thereof as soon as he can be naturalized, and that he has taken such incipient measures as the laws of the United States require, to enable him to obtain naturalization.

Sworn before me, the — day of —, 18—.

J. S., Clerk of the U. S. District Court

##### CERTIFICATE OF CITIZENSHIP.

Be it remembered, that on the — day of —, in the year of our Lord one thousand eight hundred and —, A. B., late of Limerick, Ireland, at present of the city of —, in the State of —, appeared in the — court of — (the said court being a court of record, having common-law jurisdiction, and a clerk and seal), and applied to the said court to be admitted to become a citizen of the United States of America, pursuant to the directions of the act of Congress of the United States of America, entitled, "An act to establish a uniform rule of naturalization, and to repeal the acts heretofore passed on that subject;" and also to an act entitled "An act in addition to an act, entitled, 'An act to establish a uniform rule of naturalization, and to repeal the acts heretofore passed on that subject;'" and also to the "Act relative to evidence in cases of naturalization," passed 22d March, 1816; and also to an act entitled "An act in further addition to an act to establish a uniform rule of naturalization, and to repeal the acts heretofore passed on that subject," passed May 26, 1824. And the said A. B., having thereupon produced to the court such evidence, made such declaration and renunciation, and taken such oath, as are by the said acts required: Thereupon it was ordered by the said court, that the said A. B. be admitted, and he was accordingly admitted by the said court to be a citizen of the United States of America.

In testimony whereof, the seal of the said court is hereunto affixed this [L. s.] — day of — in the year one thousand eight hundred and —, and in the — year of our independence.

*Per curiam.*

L. T., Clerk.

##### POWER OF ATTORNEY TO COLLECT DEBTS.

Know all men by these presents, that I, A. B., of —, have constituted, made, and appointed, and by these presents do constitute, make, and appoint T. U., of —, to be my true and lawful attorney, for me and in my name and stead, and to my use, to ask, demand, sue for, levy, recover, and receive, all such sum and sums of money, debts, rents, goods, wares, dues, accounts, and other demands whatsoever, which



are or shall be due, owing, payable, and belonging to me, or detained from me, in any manner of ways or means whatsoever, by I. K., his heirs, executors, and administrators, or any of them, giving and granting unto my said attorney, by these presents, my full and whole power, strength, and authority, in and about the premises, to have, sue, and take all lawful ways and means, in my name, for the recovery thereof; and upon the receipt of any such debts, dues, or sums of money aforesaid, acquittances, or other sufficient discharges, for me and in my name to make, seal, and deliver; and generally all and every other act and acts, thing and things, device and devices, in the law whatsoever, needful and necessary to be done in and about the premises, for me and in my name to do, execute, and perform, as largely and amply, to all intents and purposes, as I might or could do, if personally present, or as the matter required more special authority than is herein given; and attorneys, one or more under him, for the purpose aforesaid, to make and constitute, and again at pleasure to revoke, ratifying, allowing, and holding, for firm and effectual, all and whatsoever my said attorney shall lawfully do in and about the premises, by virtue hereof.

In witness, &c. [as in Power of Attorney to Sell and Lease Lands].

#### POWER TO RECEIVE A LEGACY.

Know all men by these presents, that whereas A. B., late of ———, deceased, by his last will and testament did give and bequeath unto me, C. D., of ———, a legacy of ———, to be paid unto me on ———, of which said will E. F., of ———, and C. H., of ———, are joint executors as in and by the said will may appear: now know ye, that I, the said C. D., have made, ordained, constituted, and appointed J. K., of ———, my true and lawful attorney, for me and in my name, and for my use and benefit, to ask, demand, and receive, of and from the said E. F. and G. H., the legacy given and bequeathed unto me, the said C. D., by the said will of the said A. B., as aforesaid; and upon receipt thereof by, or payment thereof to, my said attorney, a general release or discharge for the same to make, execute, and deliver; hereby ratifying, confirming, and allowing whatsoever my said attorney shall lawfully do in the premises.

In witness, &c.

#### STOCK POWER.

Know all men by these presents, that I, A. B., of ———, do hereby make, constitute, and appoint C. D., of ———, my true and lawful attorney, for me and in my name to sell, transfer, and assign ——— shares of capital stock, standing in my name on the books of the Merchants' Bank in the city of ———, with power also an attorney or attorneys under him for that purpose to make and substitute, with like power, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney or his substitute or substitutes shall do therein by virtue of these presents.

In witness, &c.

#### TRANSFER OF STOCK.

Know all men by these presents, that I, C. D., of ———, for value received, have bargained, sold, assigned, and transferred, and by these presents do bargain, sell, assign, and transfer unto E. F., ——— shares of capital stock, standing in my name on the books of the Merchants' Bank in the city of ———, and do hereby constitute and appoint A. B., of ———, my true and lawful attorney, irrevocable for me and in my name and stead, but to his use, to sell, assign, transfer, and set over all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power; hereby ratifying and confirming all that my said attorney, or his substitute or substitutes, shall lawfully do by virtue hereof.

In witness, &c.

#### POWER TO RECEIVE DIVIDEND.

Know all men by these presents, that I, A. B., of ———, do authorize, constitute, and appoint C. D. to receive from the cashier of the Merchants' Bank of ———, the dividend now due to me on all stock standing in my name on the books of the said company, and receipt for the same; hereby ratifying and confirming all that may lawfully be done in the premises by virtue hereof.

In witness, &c.

#### GENERAL RELEASE OF ALL DEMANDS.

Know all men by these presents, that I, A. B., of, &c., for and in consideration of the sum of ———, to me paid by C. D., of, &c. (the receipt whereof I do hereby acknowledge), have remised, released, and forever discharged, and I do hereby, for myself, my heirs, executors, administrators, and assigns, remise, release, and forever discharge the said C. D., his heirs, executors, and administrators, of and from all debts, demands, actions, and causes of action, which I now have, in law or equity, or which may result from the existing state of things, from any and all contracts, liabilities, doings, and omissions, from the beginning of the world to this day.

In testimony whereof, I have hereunto set my hand and seal, this sixteenth day of May, eighteen hundred and eighty-two.

JOHN SMITH. [L. S.]

#### AGREEMENT FOR A LEASE.

This agreement, made the ——— day of ———, in the year eighteen hundred and eighty-two, between A. B. of ———, and C. D., of said city, merchant, *witnesseth*, That A. B. agrees, by indenture, to be executed on or before the ——— day of ——— next, to demise and let to the said C. D. a certain house and lot in said city, now or late in the occupation of E. F., known as No. ———, in ——— street, to hold to the said C. D., his executors, administrators, and assigns, from the ——— day of ———, aforesaid, for and during the term of three years, at or under the clear yearly rent of ——— dollars, payable quarterly, clear of all taxes and deductions except the ground rent. In which lease there shall be contained covenants on the part of the said C. D., his executors, administrators, and assigns, to pay the rent (except in case the premises are destroyed by fire, the rent is to cease until they are rebuilt by the said A. B.), and to pay all taxes and assessments (except the ground rent); to repair the premises (except damages by fire); not to carry on any offensive business on the same (except by written permission of the said A. B.); to deliver the same up at the end of the term, in good repair (except damages by fire, aforesaid); with all other usual and reasonable covenants, and a proviso for the re-entry of the said C. D., his heirs and assigns, in case of the non-payment of the rent for the space of fifteen days after either of the said rent-days, or the non-performance of any of the covenants. And there shall also be contained covenants on the part of the said A. B., his heirs and assigns, for quiet enjoyment; to renew said lease, at the expiration of said term, for a further period of twenty-one years at the same rent, on the said C. D., his executors, administrators, or assigns, paying the said A. B., his executors, administrators, or assigns, the sum of five hundred dollars, as a premium for such renewal; and that in case of accidental fire, at any time during the term, the said A. B. will forthwith proceed to put the premises in as good repair as before such fire, the rent in the meantime to cease. And the said C. D. hereby agrees to accept such lease on the terms aforesaid. And it is mutually agreed, that the cost of this agreement, and of making and recording said lease, and a counterpart thereof, shall be borne by the said parties equally.

As witness our hands and seals, the day and year first above written.

In presence of	A. B. [L. S.]
J. S. }	C. D. [L. S.]

#### LANDLORD'S AGREEMENT OF LEASE.

This is to certify, that I have, this ——— day of ———, 1880, let and rented unto Mr. C. D. my house and lot, known as No. ———, in ——— street, in the city of ———, with the appurtenances, and the sole and uninterrupted use and occupation thereof, for one year, to commence the ——— day of ——— next, at the yearly rent of ——— dollars, payable quarterly, on the usual quarter-days; rent to cease in case the premises are destroyed by fire.

A. B.

#### TENANT'S AGREEMENT.

This is to certify, that I have hired and taken from Mr. A. B. his house and lot, known as No. ———, in ——— street, in the city of ———, with the appurtenances, for the term of one year, to commence the first day of ——— next, at the yearly rent of ——— dollars, payable quarterly on the usual quarter-days. And I do hereby promise to make punctual payment of the rent in manner aforesaid, except in case the premises become untenable from fire or any other cause, when the rent is to cease; and do further promise to quit and surrender the premises, at



the expiration of the term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

Given under my hand and seal, the — day of —, 1860.  
 In presence of } C. D. [L. s.]  
 J. S. }

#### SECURITY FOR RENT.

IN consideration of the letting of the premises above described, and for the sum of one dollar, I do hereby become surety for the punctual payment of the rent, and performance of the covenants in the above written agreement mentioned, to be paid and performed by C. D., as therein specified and expected; and if any default shall be made therein I do hereby promise and agree to pay unto Mr. A. B. such sum or sums of money as will be sufficient to make up such deficiency, and fully satisfy the conditions of the said agreement, without requiring any notice of non-payment or proof of demand being made.

Given, &c. [as in Tenant's Agreement].

#### TENANT'S AGREEMENT FOR A HOUSE, EMBRACING A MORTGAGE OF HIS CHATTELS.

THIS is to certify, that I, A. B., have hired and taken from C. D., the premises known as No. —, in — street, in the city of New York, for the term of one year from the first day of May next, at the yearly rent of six hundred dollars, payable quarterly. And I hereby promise to make punctual payment of the rent in manner aforesaid, and quit and surrender the premises at the expiration of said term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted; and engage not to let or underlet the whole or any part of the said premises, or occupy the same for any business deemed extra-hazardous on account of fire, without the written consent of the landlord, under the penalty of forfeiture and damages. And I do hereby mortgage and pledge all the personal property, of what kind soever, which I shall at any time have on said premises, and whether exempt by law from distress for rent or sale under execution, or not, to the faithful performance of these covenants, hereby authorizing the said C. D., or his assigns, to distrain upon and sell the same, in case of any failure on my part to perform the said covenants, or any or either of them.

Given, &c.

#### LANDLORD'S AGREEMENT.

THIS is to certify, that I, C. D., have let and rented unto A. B. the premises known as No. —, in — street, in the city of New York, for the term of one year from the first day of May next, at the yearly rent of six hundred dollars, payable quarterly. The premises are not to be used or occupied for any business deemed extra-hazardous on account of fire, nor shall the same, or any part thereof, be let or underlet, except with the consent of the landlord in writing, under the penalty of forfeiture and damages.

Given, &c.

#### AGREEMENT FOR PART OF A HOUSE.

MEMORANDUM of an agreement entered into, the — day of —, 1880, by and between A. B., of —, and C. D., of, &c., whereby the said A. B. agrees to let, and the said C. D. agrees to take, the rooms, or apartments following, that is to say: an entire first floor and one room in the attic story or garret, and a back kitchen and cellar opposite, with the use of the yard for drying linen, or beating carpets or clothes, being part of a house and premises in which the said A. B. now resides, situate and being in No. —, in — street, in the city of —, to have and to hold the said rooms and apartments, and the use of the said yard as aforesaid, for and during the term of half a year, to commence from the — day of —, instant, at and for the yearly rent of — dollars, lawful money of the United States, payable monthly, by even and equal portions, the first payment to be made on the — day of — next ensuing the date thereof; and it is further agreed that, at the expiration of the said term of half a year, the said C. D. may hold, occupy, and enjoy the said rooms or apartments, and have the use of the said yard as aforesaid, from month to month, for so long a time as the said C. D. and A. B. may and shall agree, at the rent above specified; and

that each party be at liberty to quit possession on giving the other a month's notice in writing. And it is also further agreed, that when the said C. D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

Witness, &c.

#### NOTICE TO QUIT, BY LANDLORD.

PLEASE to take notice that you are hereby required to surrender and deliver up possession of the house and lot known as No. — in — street, in the city of —, which you now hold of me; and to remove therefrom on the first day of — next, pursuant to the provisions of the statute relating to the rights and duties of landlord and tenant.

Dated this — day of —, 1880.  
 To Mr. C. D.

A. B., Landlord.

#### NOTICE TO QUIT, BY TENANT.

PLEASE to take notice, that on the first day of May next I shall quit possession and remove from the premises I now occupy, known as house and lot No. —, in — street, in the city of —.

Dated this — day of —, 1860.  
 To Mr. A. B.

Yours, &c.,

C. D.

#### THE LIKE WHERE THE COMMENCEMENT OF THE TENANCY IS UNCERTAIN.

MR. C. D.—I hereby give you notice to quit, and deliver up on the — day of — next the possession of the messuage or dwelling house [or, rooms and apartments, or, farm lands and premises], with the appurtenances, which you now hold of me, situate in the — of —, in the county of —, provided your tenancy originally commenced at that time of the year; or otherwise, that you quit and deliver up the possession of the said messuage, &c., at the end of the year of your tenancy which shall expire next after the end of one half-year from the time of your being served with this notice.

Dated, &c. [as in Notice to Quit, by Landlord].

#### NOTICE TO THE TENANT EITHER TO QUIT THE PREMISES, OR TO PAY DOUBLE VALUE.

SIR: I hereby give you notice to quit, and yield up, on the — day of — next, possession of the messuage, lands, tenements and hereditaments, which you now hold of me, situate at — in the parish of —, and county of —, in failure whereof I shall require and insist upon double the value of the said premises, according to the statute in such case made and provided.

Dated, &c. [as in Notice to Quit, by Landlord].

#### OATH OF HOLDING OVER.

CITY OF —, ss.

A. B., of said city, merchant, being duly sworn, doth depose and say, that on or about the — day of —, the deponent rented unto C. D., of said city, printer, the house and lot known as No. —, in — street, in said city, for the term of one year from the first day of May then next, which said term has expired, and that the said C. D. or his assigns hold over and continue in the possession of the said premises, without the permission of this deponent.

Sworn before me, this — day of —.

A. B.

O. P., Commissioner of Deeds.

#### ASSIGNMENT.

Know all men by these presents, that I, A. B., having become insolvent, did, in conjunction with so many of my creditors, residing within the United States, whose debts, in good faith, amount to two-thirds of all the debts owing by me to creditors residing within the United States, present a petition to the Hon. J. P. H., County Judge of — county [or, as the case may be], praying for relief, pursuant to the provisions of the statute authorizing an insolvent debtor to be discharged from his debts; whereupon the said Judge ordered notice to be given to all my creditors to show cause, if any they had, before him, at a certain day and place, why the prayer of the petitioner should not be granted; which notice was duly published, and no good cause appearing to the contrary, he being satisfied that the proceedings were just and fair, and that I



had in all things conformed to those matters required by the said statute, directed an assignment of all my estate to be made by me for the benefit of all my creditors. Now, therefore, know ye, that, in conformity to the said direction, I have granted, released, assigned, and set over, and by these presents, do grant, release, assign, and set over, unto J. K., of, &c., and L. M., of, &c., assignees nominated to receive the same, all my estate, real and personal, both in law and equity, in possession, reversion, or remainder, and all books, vouchers, and securities relating thereto, to hold the same unto the said assignees, to and for the use of all my creditors.

In witness whereof, I have hereunto set my hand and seal this — day of —, in the year one thousand eight hundred and —.

A. B. [L. S.]

Sealed and delivered }  
in presence of }  
G. H.

#### NOTE WITH SURETY.

\$100. NEW YORK, April 12, 1880.  
Six months after date, I promise to pay John Thompson, or order, one hundred dollars, value received.  
JOHN BROWN.  
GEO. SMITH, Surety.

#### AN UNNEGOTIABLE NOTE.

\$1000. NEW YORK, April 10, 1880.  
THREE months after date, I promise to pay John Thompson one thousand dollars, for value received.  
JAMES FOWLER.

#### A NEGOTIABLE NOTE.

\$1000. NEW YORK, April 19, 1880.  
THREE months after date, I promise to pay John Thompson, or order, one thousand dollars, for value received.  
JAMES FOWLER.

#### A NOTE, OR DUE BILL, PAYABLE ON DEMAND.

\$100. CINCINNATI, O., April 14, 1880.  
ON demand I promise to pay Charles Jones, or order, one hundred dollars, for value received.  
HENRY WARING, 120 State-street.

#### A NOTE BEARING INTEREST.

\$100. NEW ORLEANS, La., May 1, 1882.  
Six months after date, I promise to pay George Robinson, or order, one hundred dollars, with interest, for value received.  
PHILIP REDMOND.

#### A NOTE PAYABLE BY INSTALMENTS.

\$3000. PHILADELPHIA, Pa., April 20, 1882.  
FOR value received, I promise to pay Smith & Brown, or order, three thousand dollars, in the manner following, viz.: one thousand dollars in one year, one thousand dollars in two years, and one thousand dollars in three years, with interest on all said sums, payable semi-annually, without defalcation or discount.  
HUGH FAULKNER, 120 Chestnut-st.

#### SEALED NOTE.

\$5000. CLEVELAND, O., May 8, 1882.  
FOR value received, I promise to pay Smith & Edgar, or order, five thousand dollars, in three years from the date hereof, with interest, payable semi-annually, without defalcation or discount. And in case of default of my payment of the interest or principal aforesaid with punctuality, I hereby empower any attorney-at-law, to be appointed by said Smith & Edgar, or their assigns, to appear in any court which said Smith & Edgar, or their assigns, may select, and commence and prosecute a suit against me on said note, to confess judgment for all and every part of the interest or principal on said note, in the payment of which I may be delinquent.

Witness my hand and seal, this 8th day of June, A. D. 1882.

Attest, GEORGE WHITE.

JOHN DREW. [SEAL.]

#### DUE BILL, PAYABLE IN GOODS.

DUE John Jones, or bearer, fifty dollars in merchandise, for value received, payable on demand.  
THOMAS BOLAND.  
NEW YORK, May 3, 1882.

#### ORDER FOR GOODS.

MR. J. TONGUE. NEW YORK, April 16, 1882.  
PLEASE pay John Jones, or order, one hundred dollars in merchandise, and charge the same to account of  
HENRY WALFORD.

#### BILL OF EXCHANGE.

\$1000. HARTFORD, Conn., April 20, 1882.  
THIRTY days after sight, pay to the order of Messrs. John Smith & Co. one thousand dollars, and charge the same to account of  
RICHARD JAY.  
To Messrs. WILSON & RIVERS, New York.

#### A SET OF BILLS OF EXCHANGE.

No. 188.—Ex. £300. NEW YORK, April 26, 1882.  
THREE days after sight of this, my first of exchange (second and third unpaid), pay to Charles Walker, or order, three hundred pounds sterling, value received, and charge the same to account of  
JOHN SMITH.

No. 188.—Ex. £300. NEW YORK, April 26, 1882.  
THREE days after sight of this, my second of exchange (first and third unpaid), pay to Charles Walker, or order, three hundred pounds sterling, value received, and charge the same to account of  
JOHN SMITH.

No. 188.—Ex. £300. NEW YORK, April 8, 1882.  
THREE days after sight of this, my third of exchange (first and second unpaid), pay to Charles Walker, or order, three hundred pounds sterling, value received, and charge the same to account of  
JOHN SMITH.

#### MONEY ORDER.

MR. HENRY DENNIS: NEW YORK, May 20, 1882.  
PLEASE pay Charles Robinson, or order, one hundred dollars, and charge the same to account of  
JOSEPH DOYLE.

#### NOTICE OF NON-PAYMENT.

TO BE GIVEN TO THE DRAWER AND ENDORSERS.

NEW YORK, Feb. 26, 1882.  
PLEASE to take notice, that a certain bill of exchange, dated —, for \$1000, drawn by —, on and accepted by —, of — and by you endorsed, was this day protested for non-payment, and the holders look to you for the payment thereof.  
Yours, &c.,  
To Mr. A. B. J. T., Notary Public.

#### RECEIPT IN FULL OF ALL DEMANDS.

\$500. NEW YORK, March 28, 1882.  
RECEIVED of John Smith five hundred dollars, in full of all demands against him.  
WM. JONES.

#### RECEIPT ON ACCOUNT.

\$100. NEW YORK, March 28, 1882.  
RECEIVED of John Smith one hundred dollars, to apply on account.  
WM. JONES.

#### RECEIPT FOR MONEY PAID FOR ANOTHER.

\$100. NEW YORK, March 28, 1882.  
RECEIVED of J. G. Wells one hundred dollars, in full of all demands against John Smith.  
WM. JONES.

#### GENERAL FORM OF ASSIGNMENT.

TO BE WRITTEN OR ENDORSED ON THE BACK OF ANY INSTRUMENT.

KNOW all men by these presents, that I, the within-named A. B., in consideration of one hundred dollars to me paid by C. D., have assigned



to the said C. D., and his assigns, all my interest in the within written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said C. D., my attorney, in my name, but to his own use, and at his own risk and cost, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

In testimony whereof, I have hereunto set my hand and seal, this tenth day of May, one thousand eight hundred and sixty.

Executed and delivered }  
in the presence of } A. B. [SEAL.]

#### ASSIGNMENT OF A LEASE.

Know all men by these presents, that I, the within-named A. B., the lessee, for and in consideration of the sum of one thousand dollars, to me in hand paid by C. D., of, &c., at and before the sealing and delivery hereof (the receipt whereof I do hereby acknowledge), have granted, assigned, and set over, and by these presents do grant, assign, and set over, unto the said C. D., his executors, administrators, and assigns the within indenture of lease, and all that messuage, &c., thereby demised, with the appurtenances; and also all my estate, right, title, term of years yet to come, claim, and demand whatsoever, of, in, to, or out of the same. To have and to hold the said messuage, &c., unto the said C. D., his executors, administrators, and assigns, for the residue of the term within mentioned, under the yearly rent and covenants within reserved and contained, on my part and behalf to be done, kept, and performed.

In testimony, &c. [as in General Form of Assignment].

#### ASSIGNMENT OF A MORTGAGE.

Know all men by these presents, that I, A. B., the mortgagee within named, for and in consideration of the sum of sixteen hundred dollars, to me paid by C. D., of, &c., at and before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), have granted, bargained, sold, assigned, and set over, and by these presents do grant, bargain, sell, assign, and set over, unto the said C. D., his heirs, executors, administrators, and assigns, the within deed of mortgage, and all my right and title to that messuage, &c., therein mentioned and described, together with the original debt for which the said mortgage was given, and all evidence thereof, and all the rights and appurtenances thereunto belonging. To have and to hold all and singular the premises hereby granted and assigned, or mentioned, or intended so to be, unto the said C. D., his heirs and assigns, forever; subject, nevertheless, to the right and equity of redemption of the within named E. F., his heirs and assigns (if any they have), in the same.

In testimony, &c. [as in General Form of Assignment].

#### ASSIGNMENT OF A PATENT.

WHEREAS, letters patent, bearing date — day of —, in the year —, were granted and issued by the government of the United States, under the seal thereof, to A. B., of the town of —, in the county of —, in the State of —, for [here state the nature of the invention in general terms, as in the patent], a more particular and full description whereof is annexed to the said letters patent in a schedule; by which letters patent the full and exclusive right and liberty of making and using the said invention, and of vending the same to others to be used, was granted to the said A. B., his heirs, executors, and administrators, or assigns, for the term of fourteen years from the said date:

Now know all men by these presents, that I, the said A. B., for and in consideration of the sum of — dollars, to me in hand paid (the receipt whereof is hereby acknowledged), have granted, assigned, and set over, and by these presents do grant, assign, and set over, unto C. D., of the town of —, in the county of —, and State of —, his executors, administrators, and assigns, forever, the said letters patent, and all my right, title, and interest, in and to the said invention, so granted unto me: To have and to hold the said letters patent and invention, with all benefit, profit, and advantage thereof, unto the said C. D., his executors, administrators, and assigns, in as full, ample, and beneficial a manner, to all intents and purposes, as I, the said A. B., by virtue of the said letters patent, may or might have or hold the same, if this assignment had not been made, for and during all the rest and residue of the said term of fourteen years.

In testimony, &c., [as in General Form of Assignment].

#### ASSIGNMENT OF A POLICY OF INSURANCE.

Know all men by these presents, that I, the within-named A. B., for and in consideration of the sum of —, to me paid by C. D., of, &c. (the receipt whereof is hereby acknowledged), have granted, sold, assigned, transferred, and set over, and by these presents I do absolutely grant, sell, assign, transfer, and set over to him, the said C. D., all my right, property, interest, claim, and demand in and to the within policy of insurance, which have already arisen, or which may hereafter arise thereon, with full power to use my name so far as may be necessary to enable him fully to avail himself of the interest herein assigned, or hereby intended to be assigned. The conveyance herein made, and the powers hereby given, are for myself and my legal representatives to said C. D. and his legal representatives.

In testimony, &c. [as in General Form of Assignment].

#### ASSIGNMENT OF DEMAND FOR WAGES OR DEBT.

In consideration of \$100 to me in hand paid by M. D., of the city of —, the receipt whereof is hereby acknowledged, I, L. C., of the same place, have sold, and by these presents do sell, assign, transfer, and set over, unto the said M. D., a certain debt due from N. E., amounting to the sum of \$150, for work, labor, and services, by me performed for the said N. E. (or for goods sold and delivered to the said N. E.), with full power to sue for, collect, and discharge, or sell and assign the same in my name or otherwise, but at his own cost and charges; and I do hereby covenant that the said sum of \$150 is justly due as aforesaid, and that I have not done and will not do any act to hinder or prevent the collection of the same by the said M. D.

Witness my hand, this April 10th, 1863.

L. C.

#### ASSIGNMENT OF ACCOUNT ENDORSED THEREON.

In consideration of \$1, value received, I hereby sell and assign to M. D. the within account which is justly due from the within named N. E., and I hereby authorize the said M. D. to collect the same.

L. C.

Troy, April 10th, 1863.

#### BOND TO A CORPORATION.

Know all men by these presents, that I, A. B., of, &c., am held and firmly bound unto the — Insurance Company, in the sum of one thousand dollars, lawful money of the United States, to be paid to the said — Insurance Company or assigns; for which payment, we) and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal. Dated the — day of —, one thousand eight hundred and —.

The condition of the above obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, shall well and truly pay, or cause to be paid unto the above named — Insurance Company, or assigns, the just and full sum, &c. [as in Common Bond].

#### COMMON CHATTEL MORTGAGE.

This Indenture, made the — day of, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, witnesseth: That the said party of the first part, in consideration of the sum of — dollars, to him duly paid, hath sold, and by these presents doth grant and convey, to the said party of the second part, and his assigns, the following described goods, chattels, and property [here describe them, or refer to them thus, "as in the schedule annexed"], now in my possession, at the — of — aforesaid; together with the appurtenances, and all the estate, title, and interest of the said party of the first part therein. This grant is intended as a security for the payment of one hundred and fifty dollars, with interest, on or before the expiration of one year from the date hereof; and the additional sum of one hundred and sixty dollars, with interest, on the — day of —, 18—, which payments, if duly made, will render this conveyance void.

In witness, &c. [as in Bill of Sale and Chattel Mortgage].